



HOPE. WELLNESS. COMMUNITY.

Let's find it together.

Founded in 1960 by the residents of Pomona, Claremont and La Verne.

www.tricitymhs.org

TRI-CITY MENTAL HEALTH AUTHORITY

GOVERNING BOARD AGENDA

WEDNESDAY, MARCH 15, 2023 5:00 P.M.

MHSA ADMINISTRATION BUILDING 2001 NORTH GAREY AVENUE, POMONA, CA 91767

- Jed Leano, Chair (Claremont)
John Nolte, Vice-Chair (Pomona)
Carolyn Cockrell, Board Member (La Verne)
Paula Lantz, Board Member (Pomona)
Wendy Lau, Board Member (La Verne)
Elizabeth Ontiveros-Cole, Board Member (Pomona)
Ronald T. Vera, Board Member (Claremont)

Public Participation. Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the Governing Board on any item of interest to the public, before or during the consideration of the item, that is within the subject matter jurisdiction of the Governing Board.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by Tri-City Mental Health Authority to all or a majority of the Governing Board less than 72 hours prior to this meeting, are available for public inspection at 1717 N. Indian Hill Blvd., Suite B, in Claremont during normal business hours.

In compliance with the American Disabilities Act, any person with a disability who requires an accommodation in order to participate in a meeting should contact JPA Administrator/Clerk Mica Olmos at (909) 451-6421 at least 48 hours prior to the meeting.

Administrative Office

1717 North Indian Hill Boulevard, Suite B Claremont, CA 91711 Phone (909) 623-6131 Fax (909) 623-4073

Clinical Office / Adult

2008 North Garey Avenue Pomona, CA 91767 Phone (909) 623-6131 Fax (909) 865-9281

Clinical Office / Children

900 Royalty Drive Pomona, CA 91767 Phone (909) 784-3200 Fax (909) 865-0730

MHSA Office

2001 North Garey Avenue Pomona, CA 91767 Phone (909) 325-4600 Fax (909) 326-4690

Wellness Center

1403 North Garey Avenue Pomona, CA 91767 Phone (909) 242-7600 Fax (909) 242-7691

CALL TO ORDER

Chair Leano calls the meeting to Order.

ROLL CALL

Board Member Cockrell, Board Member Lantz, Board Member Lau, Board Member Ontiveros-Cole, and Board Member Vera; Vice-Chair Nolte; and Chair Leano.

POSTING OF AGENDA

The Agenda is posted 72 hours prior to each meeting at the following Tri-City locations: Clinical Facility, 2008 N. Garey Avenue in Pomona; Wellness Center, 1403 N. Garey Avenue in Pomona; Royalty Offices, 1900 Royalty Drive #180/280 in Pomona; MHSA Office, 2001 N. Garey Avenue in Pomona; and on the Tri-City's website: http://www.tricitymhs.org

**CONSENT CALENDAR****1. APPROVAL OF MINUTES FROM THE FEBRUARY 1, 2023 GOVERNING BOARD SPECIAL MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Special Meeting of February 1, 2023.”

**2. APPROVAL OF MINUTES FROM THE FEBRUARY 15, 2023 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of February 15, 2023.”

**3. APPROVAL OF MINUTES FROM THE MARCH 1, 2023 GOVERNING BOARD SPECIAL MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Special Meeting of March 1, 2023.”

**NEW BUSINESS****4. CONSIDERATION OF RESOLUTION NO. 700 AWARDED SDC ENGINEERING, INC. THE AGREEMENT FOR THE THERAPEUTIC COMMUNITY GARDEN AND PARKING LOT IMPROVEMENT PROJECT AT 2008 N. GAREY AVE. IN POMONA, IN THE AMOUNT OF \$599,800; AND AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2022-23 BUDGET IN THE AMOUNT OF \$64,800 FOR THE PARKING LOT IMPROVEMENT PROJECT AND \$20,000 FOR THE THERAPEUTIC COMMUNITY GARDEN PROJECT**

Recommendation: “A motion to adopt Resolution No. 700 awarding SDC Engineering the Therapeutic Community Garden and Parking Lot Project at Clinical Building located at 2008 N. Garey in Pomona, effective March 15, 2023; authorizing the Executive Director to execute the agreement in the amount of \$599,800; authorizing the budget amendments; and authorizing contingency amounts up to an additional 10%.”

**5. CONSIDERATION OF RESOLUTION NO. 701 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC. (FORMERLY KOFF & ASSOCIATES, INC.) FOR COMPLETION OF THE TOTAL CLASSIFICATION AND COMPENSATION STUDY**

Recommendation: “A motion to adopt Resolution No. 701 authorizing the Executive Director to execute the First Amendment to Professional Services Agreement with Gallagher Benefit Services, Inc. (Formerly Koff & Associates, Inc.) in the amount of \$52,388 to complete the Classification and Compensation Study.”

**6. CONSIDERATION OF RESOLUTION NO. 702 AWARDING RICHARDS, WATSON & GERSHON THE AGREEMENT FOR GENERAL COUNSEL SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 702 awarding Richards, Watson and Gershon an Independent Contractor Agreement for General Counsel Services effective March 15, 2023; and authorizing the Executive Director to execute the agreement.”

**MONTHLY STAFF REPORTS**

- 7. RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT**
- 8. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
- 9. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**
- 10. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
- 11. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
- 12. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

Recommendation: “A motion to receive and file the month of March staff reports.”

**GOVERNING BOARD COMMENTS**

Members of the Governing Board may make brief comments or request information about mental health needs, services, facilities, or special problems that may need to be placed on a future Governing Board Agenda.

**PUBLIC COMMENT**

The Public may at this time speak regarding any Tri-City Mental Health Authority related issue, provided that no action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.

**CLOSED SESSION**

The Governing Board will recess to a Closed Session pursuant to:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code § 54956.9)

Case Name or Reference: Patricia Kears v. Tri City Mental Health Authority, Warkitha Torregano, et al.

Case Number: 21PSCV00953

Venue: Los Angeles Superior Court

**RECONVENE TO OPEN SESSION**

The Governing Board will reconvene to an Open Session.

**CLOSED SESSION REPORT**

Any reportable action taken is announced.

**ADJOURNMENT**

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, April 19, 2023 at 5:00 p.m.**, in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

MICAELA P. OLMOS  
JPA ADMINISTRATOR/CLERK



## MINUTES

### **SPECIAL MEETING OF THE GOVERNING BOARD FEBRUARY 1, 2022 – 5:00 P.M.**

The Governing Board held on Wednesday, February 1, 2023 at 5:02 p.m. a Special Meeting Via Teleconference pursuant to Government Code § 54953, which allows the continuation to hold meetings without gathering in a room in an effort to minimize the spread and mitigate the effects of COVID-19 (Corona Virus Disease of 2019).

**CALL TO ORDER** Vice-Chair Nolte called the meeting to order at 5:02 p.m.

**ROLL CALL** Roll call was taken by JPA Administrator/Clerk Olmos.

#### GOVERNING BOARD

**PRESENT:** John Nolte, City of Pomona, Vice-Chair  
Carolyn Cockrell, City of La Verne, Board Member (joined at 5:04 pm)  
Paula Lantz, City of Pomona, Board Member  
Wendy Lau, City of La Verne, Vice-Chair  
Elizabeth Ontiveros-Cole, City of Pomona, Board Member  
Ronald T. Vera, City of Claremont, Board Member  
Jamie Earl, City of Claremont, Alternate Board Member

**ABSENT:** Jed Leano, City of Claremont, Chair

**STAFF:** Rimmi Hundal, Executive Director  
Darold D. Pieper, General Counsel  
Diana Acosta, Chief Financial Officer  
Mica Olmos, JPA Administrator/Clerk

#### **PUBLIC COMMENT**

There was no public comment.

#### **NEW BUSINESS**

##### **1. APPROVAL OF TCMHA'S REQUEST FOR QUOTES (RFQ) FOR GENERAL COUNSEL SERVICES**

JPA Administrator/Clerk Olmos reported that during the Governing Board's meeting in January, Executive Director Hundal announced that Tri-City's current General Counsel Darold Pieper had submitted his resignation; that the Governing Board directed staff to immediately begin the recruitment for the next general counsel and to draft a Request For Quotes (RFQ); and today staff was presenting the RFQ to the Board for its review, comment, and ultimately its approval.

**AGENDA ITEM NO. 1**

Vice-Chair Nolte stated that the Board had an opportunity to review the RFQ and inquired if any Board Members had comments or questions about the RFQ.

Board Member Vera inquired, in terms of the legal issues, what would be the most challenging for Tri-City, aside from the Bankruptcy.

General Counsel Pieper stated that it is hard to surpass the bankruptcy; and that a lot of the job involves reviewing contracts; providing some personnel advice; and a whole lot of work recently related to the funding streams, noting that this has been an issue in the past; and also responding to various federal, state, or local requirements for funding.

Board Member Vera stated that he is aware that Tri-City uses Liebert, Cassidy & Whitmore (LCW) for personnel related issues, and inquired about Counsel Pieper's advice as to whether any new counsel should incorporate what LCW does, or if Tri-City should just continue to use LCW for those issues that we now use them for.

General Counsel Pieper stated that LCW is one of the most prominent among public agencies for human resources work, pointing out that they provide good training. He also noted that like anything, it is somewhat dependent on the people you deal with, and said that for the last 17 years LCW have supplied all of the HR advice needed for the City of Vista, and that they are happy with their work; that there are other firms that that work in this area, but he does not recall working with any other firms; that LCW has a call-in program where you basically subscribe, call in and get quick advice over the phone, which is very attractive to most agencies; and that as an issue, if he was coming as the new counsel, it would not be on his immediate agenda to consider making a replacement.

Board Member Lau stated that whoever ultimately becomes the general counsel will have some feedback for the Board, with a new set of eyes; and that there is something to be said for the institutional knowledge that have worked with the Board in the past, but there may be opportunities for cost savings or efficiencies that the Board may not be aware of; thus, she believes that it is good to have Counsel Pieper's input, but that at the end of the day it will be the new counsel person who will be giving advice to the Board on what they should be doing moving forward.

Board Member Vera concurred with Board Member Lau's comment.

General Counsel Pieper stated that the Board may select a firm that has a very substantial internal HR component and might choose to go in that direction.

Alternate Board Member Earl referred to the proposed agreement, which is for three years with two optional one-year extensions, and inquired if at the end of the five years a new RFQ process will be required or if there will be room to negotiate if everyone was satisfied with the firm that was chosen.

General Counsel Pieper stated that legally, and if everyone is happy, any contract can be amended including being amended around the issue of no remaining options; and that yes, the agreement can definitely go on beyond that point, noting that it is commonly done.

Vice-Chair Nolte referred to the RFQ Schedule on Page 4, and stated that responses to written questions due on February 13th, and inquired who would respond to the questions. General Counsel Pieper replied that staff would normally respond to any written questions.

Vice-Chair Nolte then inquired if Board Members were fine with the interviews being scheduled on March 1st.

Board Member Lau stated that the Board had agreed on scheduling the interviews on March 1st; however, the time will have to be determined later on because it will depend on how many Responses are received and how many Proposers will be interviewed.

Discussion ensued regarding how long after the hiring of the new counsel, current General Counsel Pieper will provide services for Tri-City. General Counsel Pieper agreed to stay until the end of March to help with the transition.

Board Member Vera reported that Chair Leano indicated that any law firm that is presently providing advice to one of the three cities may have a conflict, and inquired if the conflict of interest is referenced in the RFQ.

Board Member Lau replied that there is a section on conflict of interest included in the RFQ, and in her experience, law firms check for a conflict of interest before they prepare a proposal, since it would be a waste of their time to go through the process if there is a conflict that would prevent them from doing the work.

General Counsel Pieper stated that firms do their conflict check right up front.

Board Member Lantz commented that it seemed like a very short time to submit any questions if they had any, and inquired if this is customary.

General Counsel Pieper stated that it is on the shorter side; however, usually there are not any major questions; and indicated that law firm engagements are pretty well known to the firms and they tend to have a boiler plate ready to go for RFQ processes.

Vice-Chair Nolte opened the meeting for public comment; and there was no public comment.

There being no further discussion, Board Member Vera moved, and Board Member Ontiveros-Cole seconded, to approve the RFQ for General Counsel Services and authorize staff to issue it on February 3, 2023 to invite Attorneys-At-Law and Law Firms to submit a Quote. The motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

Vice-Chair Nolte thanked staff for their hard work to put the RFQ quickly, noting that it is very important to have general counsel services in place, and expressed appreciation.

### **ADJOURNMENT**

At 5:25 p.m., on consensus of the Governing Board its Special Meeting of February 1, 2023 was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, February 15, 2023 at 5:00 p.m., via teleconference pursuant to Government Code § 54953.



## MINUTES

### **REGULAR MEETING OF THE GOVERNING BOARD FEBRUARY 15, 2023 – 5:00 P.M.**

The Governing Board held on Wednesday, February 15, 2023 at 5:00 p.m. a Regular Meeting Via Teleconference pursuant to Government Code § 54953, which allows the continuation to hold meetings without gathering in a room in an effort to minimize the spread and mitigate the effects of COVID-19 (Corona Virus Disease of 2019).

**CALL TO ORDER** Chair Leano called the meeting to order at 5:00 p.m.

**ROLL CALL** Roll call was taken by JPA Administrator/Clerk Olmos.

#### GOVERNING BOARD

**PRESENT:** Jed Leano, City of Claremont, Chair  
John Nolte, City of Pomona, Vice-Chair  
Carolyn Cockrell, City of La Verne, Board Member  
Paula Lantz, City of Pomona, Board Member (joined at 5:02 pm)  
Wendy Lau, City of La Verne, Board Member  
Elizabeth Ontiveros-Cole, City of Pomona, Board Member  
Ronald T. Vera, City of Claremont, Board Member

**ABSENT:** None.

**STAFF:** Rimmi Hundal, Executive Director  
Darold Pieper, General Counsel  
Diana Acosta, Chief Financial Officer  
Liz Renteria, Chief Clinical Officer  
Seeyam Teimoori, Medical Director  
Dana Barford, Director of MHSA & Ethnic Services  
Mica Olmos, JPA Administrator/Clerk

#### **CONSENT CALENDAR**

At the request of Board Member Vera, Chair Leano pulled Agenda Item No. 2 from Consent Calendar for discussion.

Chair Leano opened the meeting for public comment; and there was no public comment.

There being no comment, Vice-Chair Nolte moved, and Board Member Cockrell seconded, to approve the Consent Calendar. The motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

**AGENDA ITEM NO. 2**



**1. APPROVAL OF MINUTES FROM THE JANUARY 18, 2023 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of January 18, 2023.”

**3. APPROVAL FOR THE DISPOSAL OF OBSOLETE OR DAMAGED I.T. EQUIPMENT**

Recommendation: “A motion to approve the disposal of I.T. equipment listed on the I.T. Equipment List for Disposal-February 2023.”

**NEW BUSINESS**

**2. CONSIDERATION OF RESOLUTION NO. 697 ADOPTING THE AUTHORITY’S CLAIMS AND LITIGATION POLICY AND PROCEDURE NO. 1.25 EFFECTIVE FEBRUARY 15, 2023**

Board Member Vera referred to Section 2.2.2 of the proposed policy, and pointed out that it reads that the Authority shall retain the services of outside counsel, and commented that it seems that sometimes there may be some litigation or claims that can be handled by general counsel rather than having it automatically go to outside counsel.

General Counsel Pieper indicated that is certainly possible, depending on who is selected, noting that if a firm is selected, then they will be doing the litigation in-house and that it is a reasonable change; and that it would simply depend on the resources that Tri-City will have, but definitely someone who has expertise in typical claims is needed to handle it.

Chair Leano concurred with Board Member Vera’s comment, noting that sometimes it may just call for a relatively simple matter just being handled in-house.

Board Member Lantz commented that after her review of the chronology of the current legal case, the need for this policy is imminently clear, and concurred with Board Member Vera’s comment.

Chair Leano opened the meeting for public comment; and there was no public comment.

There being no further comment, Board Member Lantz moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 697, establishing the Authority’s Claims and Litigation Policy and Procedure No 1.25, effective February 15, 2023, as amended. The motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

**4. CONSIDERATION OF RESOLUTION NO. 698 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF POMONA FOR THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) HOMELESS PROGRAM GRANT IN THE AMOUNT OF \$69,500**

Director of MHSA & Ethnic Services Barford reported that this particular item talks about how Tri-City community navigators are going to be administering the program on behalf of our three cities; that with the funding in the amount of \$69,500 they are going to support community members that

are late paying their rent or their utility bills as a result of the pandemic; that through this grant program individuals can apply for additional funding so that they can pay off the back utilities, rent, and to bring themselves current so that they can continue to move forward and be successful; and discussed the various services that can qualify under this grant such as showers, laundry services, meals, case management, trainings for sustainability on the housing first model; and that Tri-City navigators are very excited to get started.

Board Member Lantz inquired about the augmented services that would be provided under this grant, and if Tri-City will obtain housing vouchers in addition to what the City of Pomona already has. Director of MHSA & Ethnic Services Barford stated that she was not aware of the actual process for housing vouchers, but that the funding is separate from that to have the additional vouchers, and that she can get back to her about the grant program. She added that when the request comes in, staff has to check if it fits under these parameters, and then they are able to help as many people as possible.

Board Member Lantz inquired if any of the training under this grant involves the Mental Health First Aid training for our police departments, noting that this training was provided in the past and wants to know if this grant will help fund the continuation or reinstating of those services. Director of MHSA & Ethnic Services Barford replied that Mental Health First Aid has always been available under Tri-City community mental health training program, which is part of the Prevention and Early Intervention (PEI) Plan; and that she will confirm with the trainer that she is working with the law enforcement in all three cities.

Vice-Chair Nolte inquired how the amount of \$69,500 was determined. Director of MHSA & Ethnic Services Barford replied that she did not have an answer today, but would be happy to get that information if he would like to know more about the grant process. Vice-Chair Nolte replied in the affirmative.

Chair Leano opened the meeting for public comment; and there was no public comment.

There being no further comment, Vice-Chair Nolte moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 698 authorizing the Executive Director to execute a Professional Services Agreement with the City of Pomona for the SGVCOG Homeless Program Grant in the Amount of \$69,500. The motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

**5. APPROVAL OF RESOLUTION NO. 699 AUTHORIZING THE PURCHASE OF DESK PHONE HARDWARE AND SUPPORT FOR 285 STAFF WORKSPACES AND COMMON AREAS FROM INTELLITECH, INC. IN THE AMOUNT OF \$36,788.63**

Executive Director Hundal reported that on June 15, 2022, the Governing Board approved the Capital Facilities and Technology Needs (CFTN) Plan, which includes a plan to replace and upgrade components of the overhead paging system for all agency buildings; that this purchase will replace all agency desk phones for staff as well as place a phone in all common areas for staff to use in the event of an emergency to broadcast a message of that particular site; that it will also ensure a standard uniform experience for staff while working on site in the agency buildings; and that it will allow for a hotel-space plan for easier transition of staff working in hybrid telework schedules; that Tri-City's IT Division secured 3 Bids, and recommends the approval for Intellitech, Inc., noting that funding is available under the CFTN Plan.

Chair Leano opened the meeting for public comment; and there was no public comment.

There being no further comment, Board Member Lau moved, and Board Member Cockrell seconded, to adopt Resolution No. 699 authorizing the purchase of desk phone hardware and support from Intellitech, Inc. in the Amount of \$36,788.63. The motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

## **MONTHLY STAFF REPORTS**

### **6. RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT**

Executive Director Hundal announced that February is a Black History month, during which we honor the impact that African-Americans have made in the United States, and discussed the various activities and events that Tri-City will hold throughout this month. She then provided an update on the recruitment for the general counsel, noting that our general counsel had submitted his resignation on January 12th, after serving Tri-City for more than 19 years; she indicated that Mr. Pieper was instrumental in guiding Tri-City through the bankruptcy and many other projects and contracts that we have done; and thanked him for his service; that the interviews for general counsel will take place on March 1st, the award of the contract on March 15th, and the commencement of work on March 16th. She also announced that the California Governor State of Emergency will end on February 28, 2023; therefore, the next meeting will be in person and held at the MHSA Building, located at 2001 N. Gary Avenue in Pomona.

Board Member Vera inquired about the recent lockdown. Executive Director Hundal reported that a person threatened to kill some staff on Tri-City grounds; thus, Tri-City immediately went into lockdown and alerted the police, as well as those individuals that were threatened; and discussed the various actions taken to prevent a tragedy; and that a week ago, a staff survey was conducted to find out if staff feel safe coming into work; that results were received this morning, and each director met individually with their staff. Board Member Elizabeth Ontiveros-Cole inquired which location received the threat. Executive Director Hundal replied the threat was for 2008 N. Garey Avenue, but all the buildings were shut down, including the administration building; and everyone worked from home.

Discussion ensued weather to have the interviews for general counsel services in-person or via zoom. The Board decided to have them in-person, at Tri-City premises.

### **7. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**

Chief Financial Officer Acosta reported that finance department is currently working on a 3-year budget for MHSA, and on the annual operating budget. She also indicated that the 2 capital improvement projects: 1) the improvements to remodel the administrative building is moving along and staff has submitted the plans to the City to obtain approval, thereafter, move forward with the RFP process; and 2) the community garden project, staff will be recommending the single bidder to this project, which is currently under contract negotiations, and expect to present for approval at the next Board meeting.

Board Member Vera inquired how will the fee-for-service will affect staff, and if it means that they will be required to do more reporting.

Chief Financial Officer Acosta stated that it is anticipated that there will be less reporting annually, noting that Tri-City is required to provide a Cost Report, and beginning next fiscal year, those requirements will go away. She added that she is assuming there will be some level of reporting, but the intensity of the production of the reports are expected to lessen.

Board Member Vera the inquired about the rate setting provided to the counties. Chief Financial Officer Acosta indicated that rates have now been set by the State and have been provided to the Counties; however, Tri-City has not received any rate information that pertains directly to Tri-City from the County.

#### **8. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**

Chief Clinical Officer Renteria talked about the clinical training that is provided to staff, such as the cognitive behavioral therapy, an evidence based practice, which has one the largest of research and base for efficacy, and across a presentation, across a diagnosis, and population; that it was provided by the Beck Institute, the Premier Institute of that training; that about 70 staff participated, and they are now applying this model in their treatment, noting that they hope to continue to develop; and that as the as a local mental health authority be able to provide the highest quality of care that can and develop our training program.

Board Member Cockrell stated that she appreciates the training that staff receives because it is probably is one of the things that goes a long way towards effective counseling and staff retention, since they feel effective in what they are doing.

#### **9. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**

Medical Director Teimoori reported that he had provided statistics about the services that they provided during the month of January; and thanked the Governing Board for approving the MOU with the Pomona Valley Hospital so that they could re-start the pop up clinic; and that efforts continue to collaborate with the Pomona Valley Hospital for them to establish medical primary care offices in our building.

#### **10. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**

Director of MHSA and Ethnic Services Barford provided dates and times for upcoming stakeholder meetings, which will be held virtually, and for the upcoming meetings for the Community Wellbeing Grants, noting that staff will be connecting with current Community Wellbeing grantees to have access to individuals and cultural brokers so that they can build up that program.

#### **11. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

Executive Director Hundal reported that Chief Compliance Officer Majors-Stewart is not feeling well and had to leave the meeting; and that Mrs. Hundal will be available to answer any questions.

Chair Leano stated that he hoped Chief Compliance Officer Majors-Stewart feels better soon. He then opened the meeting for public comment; and there was no public comment.

There being no further comment, Board Member Cockrell moved, and Vice-Chair Nolte seconded, to receive and file the month of February staff reports. The motion was carried by the following vote: AYES: Board Members Cockrell, Lantz, Lau, Ontiveros-Cole, and Vera; Vice-Chair Nolte; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: None.

### **GOVERNING BOARD COMMENTS**

Governing Board Vera referred to Page 9 of the Agreement with the City of Pomona, under Section 3.2.12.4, Liability for Non-compliance, and stated that there is a typo because it cross-reference to Section 3.2.14.2; however, this section it does not exist. General Counsel Pieper indicated that he would look at it.

Board Member Lantz commented that during the Pomona Mayor's COVID-19 Committee, the Mayor mentioned funding that the City had received related to recovering from COVID-19, and also mentioned Tri-City because of the timeframes between referrals, and actually being able to be seen regularly for service, that perhaps finances could assist in facilitating services in terms of more staff or more space, and recommended that Executive Director Hundal connect with the City of Pomona to discuss this funding available. Executive Director Hundal indicated that she would contact the City of Pomona tomorrow.

### **PUBLIC COMMENT**

There was no public comment.

### **CLOSED SESSION**

At 5:40 p.m., the Governing Board recessed to a Closed Session pursuant to Conference With Legal Counsel – Existing Litigation (Gov't Code § 54956.9); Patricia Kears v. Tri City Mental Health Authority, Warkitha Torregano, et al.; Case Number: 21PSCV00953; Venue: Los Angeles Superior Court.

### **RECONVENE TO OPEN SESSION**

At 6:08 p.m., the Governing Board reconvened to an Open Session.

### **CLOSED SESSION REPORT**

Chair Leano reported that the Governing Board had authorized additional funding for consulting services relating to the litigation.

### **ADJOURNMENT**

At 6:08 p.m., on consensus of the Governing Board its meeting of February 15, 2023 was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, March 15, 2023 at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.



## MINUTES

### **SPECIAL MEETING OF THE GOVERNING BOARD MARCH 1, 2023 – 5:00 P.M.**

The Governing Board held on Wednesday, March 1, 2023 at 5:04 p.m. a Special Meeting in the Conference Room at Administration Building located at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711.

**CALL TO ORDER** Vice-Chair Nolte called the meeting to order at 5:04 p.m.

**ROLL CALL** Roll call was taken by JPA Administrator/Clerk Olmos.

#### GOVERNING BOARD

**PRESENT:** John Nolte, City of Pomona, Vice-Chair  
Paula Lantz, City of Pomona, Board Member  
Wendy Lau, City of La Verne, Board member  
Ronald T. Vera, City of Claremont, Board Member  
Jamie Earl, City of Claremont, Alternate Board Member

**ABSENT:** Jed Leano, City of Claremont, Chair  
Carolyn Cockrell, City of La Verne, Board Member  
Elizabeth Ontiveros-Cole, City of Pomona, Board Member

**STAFF:** Rimmi Hundal, Executive Director  
Mica Olmos, JPA Administrator/Clerk

#### **PUBLIC COMMENT**

There was no public comment.

#### **CLOSED SESSION**

At 5:06 p.m., the Governing Board recessed to a Closed Session Pursuant to Government Code § 54957, Public Employment, Position to be filled: General Counsel.

#### **RECONVENE TO OPEN SESSION**

At 8:21 p.m., the Governing Board reconvened in open session.

Vice-Chair Nolte reported that the Governing Board directed and authorized the Executive Director to negotiate a contractor Agreement for General Counsel services.

**ADJOURNMENT**

At 8:22 p.m., on consensus of the Governing Board its Special Meeting of March 1, 2023 was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, March 15, 2023 at 5:00 p.m. in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

---

Micaela P. Olmos, JPA Administrator/Clerk

DRAFT



**Tri-City Mental Health Authority  
AGENDA REPORT**

**DATE:** March 15, 2023

**TO:** Governing Board of Tri-City Mental Health Authority

**FROM:** Rimmi Hundal, Executive Director

**BY:** Diana Acosta, CPA, Chief Financial Officer

**SUBJECT:** Consideration of Resolution No. 700 Authorizing the Executive Director to Award the Bid to SDC Engineering Inc for the Combined Capital Improvement Project for the Therapeutic Community Garden Project and Improvements to the Adjacent Parking Lot Located at 2008 N. Garey Ave. in Pomona, California in the total amount of \$599,800, and Authorizing a Budget Amendment to the Fiscal Year 2022-23 Budget in the amount of \$64,800 for the Parking Lot Portion and \$20,000 for the Therapeutic Community Garden Portion of the Project

---

Summary:

Staff is seeking Governing Board approval to award a contract to SDC Engineering Inc, for the combined Capital Improvement Project that includes the Therapeutic Community Garden (TCG) and the Parking Lot which is adjacent to the garden. The total combined cost of the project is \$599,800, which includes the TCG project in the amount of \$485,000 while the cost for the Parking Lot Project will be \$114,000. Staff is also seeking authorization to amend the 2022-23 Operating Budget in the total amount of \$84,800 (\$20,000 for the TCG Project and \$64,800 for the Parking Lot), authorize a contingency up to 10% above the awarded amount and lastly, authorize the Executive Director to execute the agreement with SDC Engineering Inc.

Background:

***Therapeutic Community Garden Project*** - On March 18, 2020, the Governing Board approved Resolution No. 524 authorizing a plan for expenditure of Capital Facilities and Technology Needs (CFTN) funds in the amount of \$970,968, which included two projects: 1) the Electrical Upgrade and Office Space Remodel at the 2001 N. Garey Ave building in Pomona; and 2) the Capital Improvements to Therapeutic Community Garden Project located at 2008 N. Garey Ave, also in Pomona. The total amount allocated to the Therapeutic Community Garden Project adjacent to the property located at 2008 N. Garey Ave in Pomona was \$461,760.

In 2019, Tri-City began its engagement with Lacey Withers of Withers & Sandgren, Ltd. to design a Therapeutic Community Garden and walkway on Tri-City property located at 2008 N. Garey Avenue. Lacey Withers met with the Facilities Manager, Chief Operations Officer, Chief Clinical Officer and the Clinical Program Manager for the Therapeutic



**Governing Board of Tri-City Mental Health Authority**

***Consideration of Resolution No. 700 Authorizing the Executive Director to Award the Bid to SDC Engineering Inc for the Combined Capital Improvement Project for the Therapeutic Community Garden Project and Improvements to the Adjacent Parking Lot Located at 2008 N. Garey Ave. in Pomona, California in the total amount of \$599,800, and Authorizing a Budget Amendment to the Fiscal Year 2022-23 Budget in the amount of \$64,800 for the Parking Lot Portion and \$20,000 for the Therapeutic Community Garden Portion of the Project***

**March 15, 2023**

**Page 2**

Community Garden and her team to discuss the garden design and needs of the staff. After several meetings and a tour of the proposed garden site a schematic garden design with estimated construction costs was developed which was included in the Capital Facilities and Technological Needs Project Proposal and presented to the community stakeholders on January 8, 2020. The Mental Health Commission endorsed the Therapeutic Community Garden project on March 10, 2020 and the Governing Board approved and adopted the plan on March 18, 2020. Immediately after this approval in March of 2020, everything came to a complete halt as a result of the pandemic, and as well known, resulted in the shutdown and delay in kicking off these projects. After several months of temporarily placing this project on hold, Tri-City management proceeded to engage with RKA for the production of the plans and completion of the RFP process.

In October of 2020, Tri-City entered into an agreement with RKA Consulting Group (RKA) for engineering design and construction phase services for the Therapeutic Community Garden project. RKA is responsible for project construction management, inspection services, and the bid document development. Also in October of 2020, Tri-City entered into an agreement with Withers & Sandgren, LTD for the landscape architect design and specification services for this same project.

The Therapeutic Community Garden will include concrete and decomposed granite walkways, raised planting beds, complete ADA access, shepherd hook fencing, entry gate located off of Garey Avenue, benches, vegetable garden beds, planting, irrigation, entry gate element from adjacent clinic parking lot, shade pavilion with a sink and washing station and will also include a storage shed. The design will accommodate year-round garden activities and social and clinical groups for the Therapeutic Garden program and will also benefit Tri-City clients participating in other MHSA programs including Full Service Partnerships and the Peer Mentoring program.

***Improvements to the Parking Lot at 2008 N. Garey Ave*** -On March 19, 2019, the Governing Board awarded a bid for the Parking Lot Expansion Development Project in the total amount of \$194,785 (\$155,085 for the construction and \$39,700 for landscaping). This project was completed in 2019 and on July 26, 2019, the contractor filed a Notice of Completion with the Los Angeles County Registrar. Following the notice of completion filing and as part of the final inspection process in August of 2019 with the City of Pomona, Tri-City received comments and direction to make additional changes to the parking lot and since that time, to date, back and forth communication between the City and Tri-City has taken place regarding the comments. The review comments stemming from the final inspection included revisions to the ADA parking stall locations in the parking lot, in

**Governing Board of Tri-City Mental Health Authority**

***Consideration of Resolution No. 700 Authorizing the Executive Director to Award the Bid to SDC Engineering Inc for the Combined Capital Improvement Project for the Therapeutic Community Garden Project and Improvements to the Adjacent Parking Lot Located at 2008 N. Garey Ave. in Pomona, California in the total amount of \$599,800, and Authorizing a Budget Amendment to the Fiscal Year 2022-23 Budget in the amount of \$64,800 for the Parking Lot Portion and \$20,000 for the Therapeutic Community Garden Portion of the Project***

**March 15, 2023**

**Page 3**

addition to changes to portions of the concrete for proper draining into the sewer. Specifically, the comments called for permeable concrete for the entire area where the ADA stalls will be located to comply with new regulations. These improvements were not in the original scope of the previous parking lot project.

***The Combined Project*** - The TCG Garden Project and the Parking Lot project were combined for purposes of creating timing and logistical efficiencies. After completing the design phase, and developing the appropriate plans working with RKA Consulting (RKA) and working with the City to obtain the appropriate approval of the plans, staff is now seeking to move forward with the completion of these projects. On July 15, 2022, a Request for Proposal (RFP) was issued and posted in the Newspaper and online Bid Boards. The bid opening occurred on August 25, 2022, however only one proposal was received and later withdrawn by the Contractor. On September 2, 2022 and on September 9, 2022, the RFP was once again posted for a two-week period with a bid opening that was held on October 12, 2022 and again only one bidder was responsive.

Staff is recommending that SDC Engineering Inc be selected for this project noting they were the only qualified and responsive bidder. SDC Engineering Inc is appropriately licensed in General Engineering, General Building and Electrical among other licenses held. RKA Consulting Group has verified references of past projects and based on information available, SDC Engineering Inc has successfully completed projects of similar scope and scale for public agencies. RKA Consulting Group has completed analysis of the bid and has confirmed SDC Engineering Inc is not listed on the Department of Industrial Relations Division of Labor Standards Enforcement (DLSE) debarment list.

**Fiscal Impact:**

This project will be utilizing CFTN funds in the amount of \$485,000 for the TCG Garden project while the parking lot portion of the project will utilize Realignment funds in the amount of \$114,800. Both of these projects were accounted for in the Fiscal 2022-23 Operating Budget however, sufficient estimated funds were not included for these projects and as noted above, budget amendments in the amount of \$20,000 and \$64,800 are required. Additionally, up to a 10% contingency above the awarded amount is being requested.

**Governing Board of Tri-City Mental Health Authority  
Consideration of Resolution No. 700 Authorizing the Executive Director to Award the Bid to SDC Engineering Inc for the Combined Capital Improvement Project for the Therapeutic Community Garden Project and Improvements to the Adjacent Parking Lot Located at 2008 N. Garey Ave. in Pomona, California in the total amount of \$599,800, and Authorizing a Budget Amendment to the Fiscal Year 2022-23 Budget in the amount of \$64,800 for the Parking Lot Portion and \$20,000 for the Therapeutic Community Garden Portion of the Project**

**March 15, 2023**

**Page 4**

Recommendation:

Staff is hereby recommending that the Governing Board adopt Resolution No. 700 to award the agreement for the combined Therapeutic Community Garden and Parking Lot Project to SDC Engineering and authorizing the Executive Director to execute the agreement in the total amount of \$599,800; authorizing the budget amendments; in addition to authorizing the Executive Director to approve amounts up to an additional 10%.

Attachments

*Attachment 4-A:* Resolution No. 700 - DRAFT

*Attachment 4-B:* Proposed Agreement with SDC Engineering Inc.

*Attachment 4-C:* RFP for the Therapeutic Community Garden Project

*Attachment 4-D:* Addendum No. 1 to add Slurry Seal Project to RFP

## RESOLUTION NO. 700

**A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AWARDDING CONTRACT TO SDC ENGINEERING, INC. FOR THE THERAPEUTIC COMMUNITY GARDEN AND PARKING LOT IMPROVEMENT PROJECT AT 2008 N. GAREY AVENUE IN POMONA, IN THE AMOUNT OF \$599,800; AND AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2022-23 BUDGET IN THE AMOUNT OF \$64,800 FOR THE PARKING LOT IMPROVEMENT PROJECT AND \$20,000 FOR THE THERAPEUTIC COMMUNITY GARDEN PROJECT**

**The Governing Board of the Tri-City Mental Health Authority does resolve as follows:**

**1. Findings.** The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to authorize a combined Capital Improvement Project that includes the Therapeutic Community Garden (TCG) and the Parking Lot Improvement Project at 2008 N. Garey Avenue in Pomona.

B. On September 20, 2017, the Governing Board adopted Resolution No. 441, approving the Parking Lot Expansion Development Project at 2008 N. Garey Ave in Pomona; and authorized staff to solicit bids for the Project. On March 20, 2019, the Governing Board awarded a bid for the Parking Lot Expansion Development Project in the total amount of \$194,785; and on August of 2019, the City of Pomona requested additional changes to the parking lot for permeable concrete for the entire area where the ADA stalls would be located to comply with new regulations. These improvements were not in the original scope of the previous parking lot project.

C. On March 18, 2020, the Governing Board adopted Resolution No. 524 approving the Therapeutic Community Garden Project in the amount of \$461,760.00 from its Capital Facilities and Technological Needs (CFTN) Plan. On July 15, 2022, a Request for Proposal (RFP) for the TCG Project and Parking lot improvements was issued and posted for a 30-day period; and again on September 9, 2022, posted for a two-week period, and only one bid was received.

D. The Board wants to award the contract for the combined Therapeutic Community Garden and Parking Lot Improvement Project to SDC Engineering; and authorize the Executive Director to execute the agreement in the total amount of \$599,800.

E. This project will be utilizing CFTN funds in the amount of \$485,000 for the TCG Garden project; and Realignment funds in the amount of \$114,800 for the parking lot project. To fully fund these projects, the Budget for Fiscal Year 2022-23 requires an amendment in the amount of \$84,800 (\$64,800 for the Parking Lot Improvement Project and \$20,000 for the TCG Project), with a 10% contingency.

**ATTACHMENT 4-A**

**2. Action**

The Governing Board awards contract to SDC Engineering Inc for the Therapeutic Community Garden Project and improvements to the Adjacent Parking Lot Located at 2008 N. Garey Ave. in Pomona, California in the total amount of \$599,800; authorizes the Executive Director to execute the Agreement; and authorizes an Amendment to the Fiscal Year 2022-23 Budget in the amount of \$64,800 for the Parking Lot Project and \$20,000 for the Therapeutic Community Garden Project, with a 10% contingency.

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 15, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:  
MICAELA OLMOS, RECORDING SECRETARY

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

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



**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN THE**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**SDC ENGINEERING, INC.**

**DATED**

**March 15, 2023**

**ATTACHMENT 4-B**

**TABLE OF CONTENTS**

	<u>Section Page</u>
1. Parties and Date. ....	1
2. Contractor. ....	1
3. Scope of Services. ....	1
4. Performance of Services. ....	1
5. Subcontractors. ....	2
6. Time and Location of Work. ....	2
7. Terms. ....	2
8. Termination. ....	2
9. Compensation. ....	3
10. Licenses. ....	3
11. Proprietary Information. ....	3
12. Reports and Information. ....	4
13. Records and Audits. ....	4
14. Conflict of Interest. ....	4
15. General Terms and Conditions. ....	4
a. Indemnity. ....	4
b. Insurance. ....	4
c. Prevailing Wage Rates. ....	5
d. Non-Discrimination and Equal Employment Opportunity. ....	5
e. Records. ....	6
f. Changes to the Agreement. ....	6
g. Contractor Attestation. ....	6
16. Project Completion. ....	7
17. Representative and Notice. ....	7
a. TCMHA’s Representative. ....	7
b. Contractor’s Representative. ....	7
c. Delivery of Notices. ....	7
18. Exhibits. ....	7
19. Entire Agreement. ....	8
20. Execution. ....	8

# **AGREEMENT**

## **1. PARTIES AND DATE.**

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of the 15th day of March, 2023 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “TCMHA”) and SDC ENGINEERING, INC., a California corporation, with its principal place of business at 24881 Alicia Pkwy Ste E #340, Laguna Hills CA 92653 (hereinafter “Contractor”). TCMHA and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

## **2. CONTRACTOR.**

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and TCMHA or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of TCMHA.

## **3. SCOPE OF SERVICES.**

Contractor shall obtain any required constructions permits; furnish all necessary materials, labor, tools and equipment for the installation and landscape improvements as set forth on the project plans and drawings, and as described in the Specifications and Contract documents for Garden Health Center Project; including all other required equipment labor and materials to complete the Slurry Seal at Parking Lot work, as specified in Addendum No. 1 to Specifications and Contract documents for Garden Health Center Project at TCMHA’s adult clinical building located at 2008 N. Garey Avenue, Pomona, CA 91767; and as set forth in Contractor’s Proposal incorporated into and made a part of this Agreement as ‘Exhibit A.’ Exhibit A and Addendum No. 1 may hereinafter be referred to collectively as “Contract Price”.

## **4. PERFORMANCE OF SERVICES.**

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Services provided to TCMHA under this Agreement without the expressed written permission of TCMHA. Contractor warrants that it is not a party to any



other existing agreement, which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor's ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. In addition:

**a.** Contractor shall cause the Project to be constructed in accordance with TCMHA approved specifications.

**b.** Contractor shall comply will all applicable federal, state and local laws, codes, ordinances, rules, orders, regulations, and statutes affecting the construction of the project and/or any services performed under this Agreement.

**c.** Contractor shall take all reasonable steps during the course of the Project so as not to interfere with the on-going operation of TCMHA business, the adjacent residences, businesses and facilities, including but not limited to not interfering with pedestrian and vehicular access.

**d.** Contractor shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

## **5. SUBCONTRACTORS.**

Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

## **6. TIME AND LOCATION OF WORK.**

Contractor shall perform the services required by this Agreement at 2008 N. Garey Avenue in Pomona, CA and/or any other place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner outlined in the project plans and drawings; Specifications and Contract documents for Garden Health Center Project and its Amendment No. 1; and in 'Exhibit A'.

## **7. TERMS.**

The services and/or materials furnished under this Agreement shall commence February 15, 2023 and shall be and remain in full force and effect until July 30, 2023 or the Project is confirmed completed, or the Agreement amended or terminated in accordance with the provisions of Section 8 below. All improvements shall be completed within one hundred twenty (120) working days after work commences hereinafter referred to as "Contract Time".

## **8. TERMINATION.** This Agreement may be terminated only as follows:

**a. Written Election.** TCMHA may terminate this Agreement at any time, without cause, upon thirty (30) calendar days prior written notice to Contractor. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed. TCMHA will reimburse Contractor for (a) materials that were ordered for the Project and cannot

be returned without penalty; (b) completed services up to the date specified in the notice of termination; and (c) for demobilization costs reasonably incurred by Contractor after that date.

**b. Breach.** In the event a five (5) day written notice to cure remains unaddressed, TCMHA, in its sole discretion, may terminate this Agreement “for cause” effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor’s failure to complete the engineering services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

**c. Effect of Termination.** In the event of termination, Contractor shall immediately deliver all written work product to TCMHA, which work product shall be consistent with all progress payments made to the date of termination.

**9. COMPENSATION.** For the full performance of this Agreement:

**a.** TCMHA shall pay Contractor an amount not to exceed the amount stated in ‘Exhibit A’ and Amendment No. “1”. Periodically, but not less frequently than monthly TCMHA shall pay Contractor for the value of the Work performed, less the amount of previous payments and other amounts permitted to be withheld under this Agreement. Payment for undisputed work shall be made within twenty (20) calendar days after submission of a properly documented invoice containing a breakdown and reflecting the quantity of the items which have been performed. Retention shall be paid as required by California law. Upon Final Completion of the Work, TCMHA shall pay the Contractor all amounts remaining to be paid under this Agreement, less any amounts the Owner is entitled to retain under the other provisions of this Agreement.

**b.** Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. TCMHA will not accept or compensate Contractor for incomplete goods/services.

**c.** Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, prevailing wages, and other mandatory taxes and contributions. TCMHA shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor. TCMHA shall not be responsible for any interest or late charges on any payments from TCMHA to Contractor.

**d.** Whenever the Work (as described in Exhibit “A” and Addendum No. 1) is changed by addition, deletion, or revision by TCMHA, and an equitable adjustment in the Contract Price or the Contract Time is appropriate, the Contractor shall submit to TCMHA, within a reasonable time, a detailed estimate with supporting calculations and pricing together with any adjustments in the schedule reflecting any changes in the Contract Price and the Contract Time. Pricing shall

be in accordance with the pricing structure of this Agreement. However, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined on the basis of cost to the Contractor (except in the case of Contractor-owned equipment rates) plus reasonable amounts for overhead and profit.

e. Contractor shall not perform changes in the Work until TCHMA has approved in writing the changes in the Contract Price and Contract Time. Upon receiving such written approval from TCHMA, Contractor shall diligently perform the changes in accordance with this Agreement.

## **10. LICENSES.**

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

## **11. PROPRIETARY INFORMATION.**

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning TCMHA's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of TCMHA. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to TCMHA and employees of TCMHA, without written approval by Executive Director of TCMHA, either during or after its engagement with TCMHA, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

## **12. REPORTS AND INFORMATION**

The Contractor, at such times and in such forms as the TCMHA may require, shall furnish TCMHA such reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

## **13. RECORDS AND AUDITS**

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by TCMHA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to TCMHA or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by TCMHA of the need to extend the retention period.

## **14. CONFLICT OF INTEREST**

Contractor hereby certify that to the best of their knowledge or belief, no elected/appointed official or employee of TCMHA is financially interested, directly or indirectly, in the provision of

goods/services specified in this Agreement. Furthermore, Contractor represents and warrants to TCMHA that it has not employed or retained any person or company employed by the TCMHA to solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

## 15. GENERAL TERMS AND CONDITIONS.

**a. Indemnity.** To the fullest extent permitted by law, Contractor shall defend and indemnify TCMHA from and against all claims, demands, liabilities, damages, losses or fines arising out of or connected with Contractor's scope of work or operations performed under this Agreement and caused, in whole or in part, by any act or omission of Contractor or anyone employed directly by Subcontractor related to Contractor's scope of work hereunder. Subcontractor shall not be obligated to indemnify any party for claims arising from the active negligence, sole negligence, or willful misconduct of TCMHA or its agents, employees or representatives, or arising solely by the designs provided by such parties. To the extent that Civil Code Section 2782 limits the defense or indemnity obligations of Contractor, the intent hereunder is to provide the maximum defense and indemnity obligations allowed under law. Contractor's duty to defend shall arise upon delivery of a written tender of indemnity claim by TCMHA to Contractor. Upon tender of a claim, Contractor shall defend the claim with counsel of Contractor's choice, consistent with California Civil Code 2782.05(e) (1).

**b. Insurance.** Contractor shall obtain and file with TCMHA, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

- i. Workers Compensation Insurance:** Minimum statutory limits.
- ii. Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.
- iii. Automobile Insurance:** \$1,000,000.00 per occurrence.
- iv. Errors And Omissions Insurance:** \$1,000,000.00 per occurrence.
- v. Builder's Risk Property Insurance:** request subcontractors to carry coverage for "all risk" Builder's Risk Insurance, with some exceptions, for the hard construction cost of structure.
- vi. Notice Of Cancellation:** The TCMHA requires 10 days written notice of cancellation.
- vii. Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to TCMHA, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as TCMHA officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be

protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name TCMHA and Contractor as additional insured.

**viii.** To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority  
Attn: JPA Administrator/Clerk  
1717 N. Indian Hill Boulevard, #B  
Claremont, CA 91711-2788

**c.** Prevailing Wage Rates. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment. Any classification omitted herein shall be paid not less than the prevailing wage scale as established for similar work in the particular area, and all overtime shall be paid at the prevailing rates as established for the particular area. Sunday and holiday time shall be paid at the wage rates determined by the Director of Industrial Relations. The current prevailing wage rates as adopted by the Director are available at the office of the Board of Supervisors, Room 383, Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012.

**d.** Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

**e.** Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of TCMHA. Contractor will be responsible for and maintain such records during the term of this Agreement. Contractor hereby agrees to deliver those documents to TCMHA at any time upon demand of TCMHA. Failure by Contractor to deliver these documents to TCMHA within a reasonable time period or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and Contractor agree that until final approval by TCMHA, all data, reports and other documents are preliminary drafts not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to TCMHA pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by TCMHA as complete, non-exclusive title to copyright of said work for hire shall transfer to TCMHA. The compensation recited in Section 9 shall be deemed to be sufficient consideration for said transfer of copyright. Contractor

retains the right to use any project records, documents and materials for marketing of their professional services.

**f.** Changes to the Agreement. This Agreement shall not be assigned or transferred without advance written consent of TCMHA. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

**g.** Contractor Attestation. Also in accordance with TCMHA's policies and procedures, TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. TCMHA requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit B'.

## **16. PROJECT COMPLETION**

Final Completion shall be deemed to occur on the last of the following events:

- a.** Recordation of a Notice of Completion for the Project; or,
- b.** Submission of all documents required to be supplied by Contractor to TCMHA under this Agreement, including but not limited to as-build drawings, warranties, and operating manuals; and delivery to TCMHA of Certificate of Completion duly verified by Contractor.

## **17. REPRESENTATIVE AND NOTICE.**

**a.** TCMHA's Representative. TCMHA hereby designates its Executive Director to act as its representative for the performance of this Agreement ("TCMHA's Representative"). TCMHA's Representative shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

**b.** Contractor's Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

If to Contractor: SDC Engineering, Inc.  
Attn: President  
24881 Alicia Pkwy Ste E #340,  
Laguna Hills CA 92653

If to TCMHA: Tri-City Mental Health Authority  
Attn: Executive Director  
1717 N. Indian Hill Boulevard, Suite B  
Claremont, CA 91711-2788

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## **18. EXHIBITS.**

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Proposal from Contractor dated October 12, 2022

Exhibit B: Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

## **19. ENTIRE AGREEMENT.**

This Agreement shall become effective upon its approval and execution by TCMHA. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and TCMHA relating to the subject matter of this Agreement.

This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and TCMHA. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction in Los Angeles County, State of California, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by TCMHA in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

## **20. FORCE MAJEURE CLAUSE**

Neither Contractor nor TCMHA will be deemed to be in default if performance of the obligations required by this Agreement is delayed, or becomes impossible, because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, accident, civil commotion, epidemic, act of government, its agencies or officers, or any other legitimate cause beyond the control of the parties. On the occurrence of any such event, or if Contractor fails to perform any of the conditions of this Agreement because of circumstances beyond the control of Contractor and not induced or brought about by the unreasonable acts of Contractor, then Contractor, in addition to any other rights and remedies it may have, may elect, by giving notice to TCMHA, to extend the term of this Agreement for a period equivalent to all or any part of the period that any such conditions exists or that Contractor will be in default. In the event of any such extension, specific dates, periods, and time requirements referred to in this Agreement will be postponed or extended accordingly.

## **21. EXTENSIONS OF TIME.**

**a.** The Contract Time shall be extended as necessary to accommodate delayed progress of the Work resulting from changes in the Work, suspension of the Work (in whole or in part) by TCMHA, any other act or omission by TCMHA or its employees, agents or representatives contrary to the provisions of this Agreement, or any other cause which could not have been reasonably foreseen or which is beyond the control of Contractor, including, but not restricted to, acts of God, acts of any governmental authority, acts of a public enemy, fire, unusual delay in transportation, unusual delays in obtaining, or shortages of, materials or equipment, or abnormal weather conditions. The Contract Time will not be extended for delays that solely result from the Contractor's fault, negligence, or neglect.

**b.** Contractor shall give to TCMHA notice of any delay within ten (10) days after the occurrence or commencement of a cause of delay. Failure to give notice of any delay within that time shall constitute a waiver by the Contractor of any claim for extension of the Contract Time resulting from that cause of delay. Contractor's notice shall include an estimate of the probable effect of the cause of delay or progress of the Work.

**c.** With respect to any material delay resulting from act or neglect by TCMHA or its employees, agents, or representatives or by another Contractor employed by TCMHA, and which delay is not otherwise specifically provided for in the Contract Documents the Contractor may recover from TCMHA any damages incurred as a result of such delay in accordance with Article 9.d above.

[Continued on page 10.]



**22. EXECUTION.**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Agreement Date.

**TRI-CITY MENTAL HEALTH AUTHORITY**

**SISSON DESIGN GROUP**

By: \_\_\_\_\_  
Rimmi Hundal, Executive Director

By: \_\_\_\_\_  
Danny Cancino, President

Attest:

By: \_\_\_\_\_  
Micaela P. Olmos,  
JPA Administrator/Clerk

Approved as to Form and Content:  
DAROLD D. PIEPER, ATTORNEY AT LAW

By: \_\_\_\_\_  
Darold D. Pieper, General Counsel

## EXHIBIT A

### PROPOSAL FORM (continued)

TO THE BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY:

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposes and agrees, if the proposal is accepted, to furnish all, materials and do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, and Plans in the time and manner therein prescribed for the unit price set forth in the following schedule:

<b>BASE BID ITEMS</b>					
Item No.	Estimated Quantity	Unit	Description of Items Written in Words	Unit Price	Total
1.	1	L.S.	Mobilization, clearing and grubbing, traffic control, BMPs, NPDES, and Final Clean-up for the lump sum price of <u>Twenty Five Thousand Dollars Only</u> (Words)	<u>\$25,000.00</u>	<u>\$25,000.00</u>
2.	1	L.S.	Remove Existing Garden Landscape, Plants, Trees, and Amenities identified on the Plans Sheet D1.00 for the lump sum price of <u>Fifteen Thousand only</u> (Words)	<u>\$15,000.00</u>	<u>\$15,000.00</u>
3.	1	L.S.	Obtain All Required Business License, Permits, and Coordinate Inspection Scheduling with the City Of Pomona for the lump sum price of <u>Ten Thousand only</u> (Words)	<u>\$10,000.00</u>	<u>\$10,000.00</u>
4.	1	L.S.	Install All Utility lines identified in the Plans Sheet C1.00 for the lump sum price of <u>Fifteen Thousand only</u> (Words)	<u>\$15,000.00</u>	<u>\$15,000.00</u>

**PROPOSAL FORM (continued)**

<b>BASE BID ITEMS</b>					
<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Description of Items Written in Words</b>	<b>Unit Price</b>	<b>Total</b>
5.	1	L.S.	Earthwork, General Grading – Excavation, Grading Export/Import as identified on the Plans Sheet L1.20 for the lump sum price of <u>Seventy Thousand only</u> <hr/> (Words)	<u>\$70,000.00</u>	<u>\$70,000.00</u>
6.	1	L.S.	Install Irrigation System identified on the Plans Sheets L2.00 through L2.55 for the lump sum price of <u>Sixty Thousand Dollars only</u> <hr/> (Words)	<u>\$60,000.00</u>	<u>\$60,000.00</u>
7.	1	L.S.	Construct Garden Landscape and Amenities identified on the Plans Sheet L1.00, L1.50, L1.51, L1.52, and L1.53 for the lump sum price of <u>Fifty Five Thousand Dollars only</u> <hr/> (Words)	<u>\$55,000.00</u>	<u>\$55,000.00</u>
8.	1	L.S.	Install Plants and Trees identified on the Plans Sheets L3.00 through L3.50 for the lump sum price of <u>one Hundred Thousand Dollars only</u> <hr/> (Words)	<u>\$100,000.00</u>	<u>\$100,000.00</u>
9.	1	L.S.	Install Site Electrical Components identified on the Plans Sheets SE1.01 through SE1.03 for the lump sum price of <u>Thirty Five Thousand only</u> <hr/> (Words)	<u>\$35,000.00</u>	<u>\$35,000.00</u>
10.	1	E.A.	Construct ADA Curb Ramp per SPPWC 111-5, Type 1 for the unit price of <u>Fifteen Thousand only</u> <hr/> (Words)	<u>\$15,000.00</u>	<u>\$15,000.00</u>

**PROPOSAL FORM (continued)**


<b>BASE BID ITEMS</b>					
<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Description of Items Written in Words</b>	<b>Unit Price</b>	<b>Total</b>
11.	385	S.F.	Construct BMP Storm Water Filtration Mitigation Areas, per Details on Sheet 2 of Civil Plans for the unit price of <u>Thirty Five Thousand only</u> <hr/> (Words)	<u>\$ 90.90</u>	<u>\$ 35,000.00</u>
12.	1	L.S.	Demolish Existing Shed for the lump sum price of <u>Twenty Five Hundred only</u> <hr/> (Words)	<u>\$ 2,500.00</u>	<u>\$ 2,500.00</u>
13.	1	L.S.	Modify Parking Lot Landscape Irrigation to Allow Construction of BMPs including Restoration of Plant Material for the lump sum price of <u>Ten Thousand only</u> <hr/> (Words)	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>
14.	670	S.F.	Remove Existing Pavement and Construct Permeable Pavement per Detail C on Sheet 2 of Civil Plans for the unit price of <u>Twenty six Thousand, Eight hundred only</u> <hr/> (Words)	<u>\$ 40.00</u>	<u>\$ 26,800.00</u>
15.	100	S.F.	Construct 3' Wide Longitudinal Gutter per SPPWC Std. Plan 122-3, Modified, for the unit price of <u>Fifty Five Hundred only</u> <hr/> (Words)	<u>\$ 55.00</u>	<u>\$ 5,500.00</u>
16.	1	L.S.	Install Parking Lot Striping and Signage, per ADA Stall Detail on Sheet 2 of Civil Plans for the lump sum price of <u>Five Thousand only</u> <hr/> (Words)	<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>

**PROPOSAL FORM (continued)**

**TOTAL BASE BID AMOUNT:** \$ 599,800.00

**TOTAL BASE BID AMOUNT (IN WORDS):**

\$ Five Hundred Ninety Nine Thousand & Eight Hundred Dollars.

      12/12/2022      Project Manager  
BIDDER'S SIGNATURE                      DATE                      BIDDER'S TITLE

**Award of the contract shall be determined on the total sum of Base Bid Items.**

**PROPOSAL FORM (continued)**

That the Contractor specifically agrees to comply with the applicable parts of Section 1777.5 of the Labor Code relating to employment by contractor and subcontractor under him, of journeymen or apprentices or workers, in any apprentice and craft or trade.

Section 2-3, "Subcontracts" of the Standard Specifications for Public Works Construction shall be applicable.

Accompanying this proposal is \_\_\_\_\_ (Insert "\$ \_\_\_\_\_ cash," "cashier's check," "certified check," or "bidder's bond," as the case may be) in the amount equal to at least ten percent (10%) of the total BASE bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the Owner, and this proposal and the acceptance thereof may be considered null and void.

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer and manager thereof.)



\_\_\_\_\_  
24881 Alicia Pkwy Ste E #340

\_\_\_\_\_  
Laguna Hills, CA 92653

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
949-280-2863

\_\_\_\_\_  
TELEPHONE NUMBER

DATED: October 12<sup>th</sup> \_\_\_\_\_, 2022

### SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each Subcontractor who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid amount or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of 1 percent (0.5%) of the Prime Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, and the portion of the work which will be done by each Subcontractor.

Name Under Which Sub-Contractor is Licensed:	<u>License Number</u>	<u>DIR No.</u>	Location of Business	Specific Description of Sub-Contract Work% of the Work
<i>NONE</i>				

If the bidder fails to specify a Subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative Subcontractors for the same work are prohibited by provisions of the California Government Code.)

An inadvertent error in listing the California contractor license number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

10/12/22  
Dated \_\_\_\_\_

SDC Engineering Inc.  
\_\_\_\_\_  
Bidder

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature



**INFORMATION REQUIRED OF BIDDER**

The bidder is required to supply the following information. Failure to provide this information under penalty of perjury renders the bid non-responsive and the bid will be rejected. Additional sheets may be attached if necessary. If requested by the Owner, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.


1. Address 24881 Alicia Pkwy Ste E #340, Laguna Hills CA 92653
2. Telephone 949-280-2863
3. Type of Firm: Individual ( ) Partnership ( ) Corporation (X)
4. Corporation organized under the laws of the State of California
5. Contractor's License: State CA License No. 986959  
 DIR No. 1000060111 Expiration Date: 06/30/2023
6. Names and Titles of all officers of the firm:  
Danny Cancino - President  
Sonia Cancino - CEO
7. Number of years experience in projects of this type 30+ years
8. Three projects of this type recently completed:

Contract Amount	Type of Project	Date Completed	Name, Address & Telephone of Owner
<u>\$397k</u>	<u>Irrigation/Concrete</u>	<u>On Going</u>	<u>Cody Howing - 3660 D Street, La Verne - (626)-715-9652</u>
<u>\$216k</u>	<u>Irrigation</u>	<u>12/2021</u>	<u>Dennis Lee - 14343 Civic Dr, Victorville - (760)955-2741</u>
<u>\$831k</u>	<u>Sidewalk Improvements</u>	<u>12/2020</u>	<u>Doug McLaughlin-333 W. Ocean Blvd, Long Beach- (661)-451-8111</u>

9. Person who inspected site of the proposed work for your firm:  
Danny Cancino Date Inspected 10/11/2022

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Public Contract).

I swear under penalty of perjury that the information provided is true and correct.

  
 Signature

President  
 Title

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, SDC Engineering Inc. as principal, and The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the Tri-City Mental Health Authority in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said Owner or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent (10%) of the Total Amount Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the Tri-City Mental Health Authority for certain construction specifically described as follows, for which bids are to be opened at the office of **RKA Consulting Group, 398 Lemon Creek Drive, Suite E** in the City of Walnut.

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files the two bonds with the Tri-City Mental Health Authority, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 7th day of October, 2022.

SDC Engineering Inc. (seal)

\_\_\_\_\_ (seal)

\_\_\_\_\_ (seal)

\_\_\_\_\_ (seal)

PRINCIPAL

The Ohio Casualty Insurance Company (seal)

\_\_\_\_\_ (seal)

SURETY Jan Rivera, Attorney-in-Fact

790 The City Dr. South, Suite 200 Orange, CA 92868 (seal)

ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**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 Los Angeles )  
On 10/07/2022 before me, Lisa Marie Saumur, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Jan Rivera  
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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208087-969520

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jan Rivera, Lisa Saumur, Lourdes Landa, Mark W. Rosskopf

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of May, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of May, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of October, 2022.



By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

# California Acknowledgement

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 Orange \_\_\_\_\_)

On OCT 11, 2022 before me, HUY DANG / Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_ (Seal)

**NON-COLLUSION DECLARATION  
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the President of SDC Engineering Inc, the party making the foregoing bid.

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. The bidder 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 10/12/2022 [date], at Laguna Hills [city], California [state].

**TRI-CITY MENTAL HEALTH AUTHORITY  
1717 N. Indian Hill Boulevard Suite B  
Claremont, CA 91711**

**DATE: September 21, 2022**

**ADDENDUM NO: 1  
2008 GAREY AVENUE  
GARDEN HEALTH CENTER PROJECT**

The plans and specifications for the above referenced project are hereby amended as follows:

**PLANS:**

- No changes to the plans at this time.

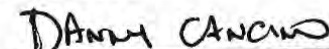
**SPECIFICATIONS:**

1. The bid opening date is hereby amended to occur on **Wednesday, October 12, 2022 at 10:00 AM** at RKA Consulting Group. Replace the NIB with the attached sheets.
2. Add Bid Items No. 17: Slurry Seal at Parking Lot **\$15,000.00 -Fifteen Thousand only**
3. Add Bid Item Description for Bid Item No. 17. Add pages TP-14 - TP-17

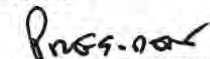
  
\_\_\_\_\_  
Pankaj Prasad  
Project Manager

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of Addendum No. 1 and my bid reflects the requirements of the addendum.

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Contractor

  
\_\_\_\_\_  
Title

**EXHIBIT B**



**CONTRACTOR’S ATTESTATION THAT NEITHER IT NOR ANY OF ITS STAFF MEMBERS ARE RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM**

SDC ENGINEERING, INC.

Contractor’s Name	Last	First
-------------------	------	-------

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member’s mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

**Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?**

\_\_\_\_\_ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

\_\_\_\_\_ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

Danny Cancino, President

Date	Contractor or Vendor’s Name	Contractor or Vendor’s Signature
------	-----------------------------	----------------------------------

Rimmi Hundal, Executive Director

Date	TCMHA Executive Official’s Name	TCMHA Executive Official’s Signature
------	---------------------------------	--------------------------------------

**DISTRIBUTION:**

ORIGINAL

COPIES: HR Representative  
Contractor  
Finance



**SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS  
FOR**

**2008 GAREY AVENUE  
GARDEN HEALTH CENTER PROJECT**

**TRI-CITY MENTAL HEALTH AUTHORITY  
1717 N. INDIAN HILL BOULEVARD SUITE B  
CLAREMONT, CA 91711  
(909) 623-6131**

**JED LEANO, CHAIR, CITY OF CLAREMONT  
ROBIN CARDER, VICE-CHAIR, CITY OF LA VERNE  
RONALD T. VERA, CITY OF CLAREMONT  
ELIZABETH ONTIVEROS-COLE, CITY OF POMONA  
CAROLYN COCKRELL, CITY OF LA VERNE  
RIMMI HUNDAL, EXECUTIVE DIRECTOR**

**RKA Consulting Group will receive at the office at 398 Lemon Creek Drive, Suite E, Walnut, CA 91789, until 10:00 a.m. on Wednesday, September 28<sup>th</sup>, 2022 sealed proposals for the performance of the above described services.**

**ATTACHMENT C**

## TABLE OF CONTENTS

	<u>PAGE</u>
<u>BIDDING REQUIREMENTS</u>	
Notice Inviting Bids .....	3-4
Instructions to Bidders .....	5-7
Proposal.....	8
Proposal Form.....	9-13
Designation of Subcontractors.....	14-15
Information Required of Bidder.....	16
Bidder's Bond .....	17
Non-Collusion Declaration .....	18
 <u>CONTRACT DOCUMENTS</u>	
Agreement.....	19-27
Faithful Performance Bond.....	28
Labor and Material Bond.....	29
Release .....	30
Nondiscrimination Clause.....	31
W-9 Form.....	32-37
Bidder's Violation of Law/Safety Questionnaire .....	38
 <u>GENERAL REQUIREMENTS</u>	
General Conditions .....	GC-1 - GC-42
Technical Specifications and Description of Bid Items.....	TP-1 - TP-13
 <u>PROJECT PLANS</u> .....	 Appendix A

## NOTICE INVITING BIDS

RECEIPT OF PROPOSALS. Notice is hereby given that sealed proposals will be received at the office of RKA Consulting Group, 398 Lemon Creek Drive Suite E, Walnut, California until 10:00 a.m., on *Wednesday, October 12<sup>th</sup>, 2022* for construction of:

### GARDEN HEALTH CENTER PROJECT

CONTRACTORS SHALL SUBMIT THEIR BID IN A SEALED ENVELOPE MARKED WITH THE JOB NAME.

DESCRIPTION OF WORK/SCOPE OF WORK: The work consists of furnishing all necessary materials, labor, tools & equipment for installation of *landscape improvements including plant material, irrigation system, decomposed granite paths, lighting, shade structure, green house, raised planter beds, water quality enhancement features and other improvements as noted on the project plans and described in this document including all other required equipment labor and materials to complete the work.*

COMPLETION OF WORK: All improvements shall be completed within **one hundred twenty (120)** working days after date set forth in the Notice to Proceed.

PLANS AND SPECIFICATIONS: Each proposal must conform and be responsive to all pertinent Contract Documents. Prospective bidders may examine said drawings and specifications at the RKA Consulting Group, 398 Lemon Creek Drive Suite E, Walnut, California 91789, (909) 594-9702. Complete sets may be obtained from the Counter upon payment of a charge of \$50.00 for each set. An additional charge of \$10.00 (non-refundable) will be made for mailing each set.

GUARANTEE: Each bid shall be made on the proposal form furnished by the Agency herewith and shall be in accordance with the plans, specifications and other contract documents and shall be accompanied by a certified check, cashier's check or bidders' bond, payable to the Agency in a sum not less than ten percent (10%) of the amount of the **TOTAL BID**, as a guarantee that the bidder will enter into the contract for the work, the full amount of such guarantee to be forfeited to the Agency should said bidder fail to enter into said contract. The successful bidder will be required to furnish a Faithful Performance Bond in the amount of not less than one hundred percent (100%) of the contract price, and a Labor and Material Bond in an amount of not less than one hundred percent (100%) of the contract price, said bonds to be secured from a surety company authorized to do business in the State of California, and to be subject to the approval of the Tri-City's Attorney.

CALIFORNIA LABOR CODE COMPLIANCE: Compliance with the prevailing rates of wages, apprenticeship employment standards, and Contractor registration program established by the State Director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will be also required. No Contractor or Sub-Contractor may be listed on proposal unless they are registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5.

PREVAILING WAGE RATES: Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code

## NOTICE INVITING BIDS

Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

Any classification omitted herein shall be paid not less than the prevailing wage scale as established for similar work in the particular area, and all overtime shall be paid at the prevailing rates as established for the particular area. Sunday and holiday time shall be paid at the wage rates determined by the Director of Industrial Relations. The current prevailing wage rates as adopted by the Director are available at the office of the Board of Supervisors, Room 383, Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012.

**PAYMENT:** Payment will be made in cash to the Contractor in accordance with the specifications.

**PAYMENT RETENTION:** Partial payments based on a percentage of work completed may be approved by the Owner. Said payment shall be in the amount of the total value of work estimated by the Engineer to the time of the estimate, less five percent (5%) of said estimated value retained as part security for fulfillment of the contract by the CONTRACTOR, and less all previous payments made and sums to be kept or retained under the provisions of the contract. Said estimate and payment will not be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract or when, in his judgment, the total value of work since the last estimate amounts to less than three hundred dollars (\$300.00).

**OPENING OF PROPOSALS:** The proposals will be publicly opened and read at the time and place stated above, at RKA Consulting Group.

Pursuant to the provisions of Public Contracts Code Section 3300, a "C-27" or "A" license is required for the project. Any licensee who considers themselves qualified may submit a letter to the Agency from the State Registrar of Contractors that the license held qualifies the bidder to perform the work described within the contract and specifications.

**OWNER'S RIGHTS RESERVED:** The Owner reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the Owner. No bidder may withdraw his bid for a period of 60 days after the bid opening.

1st Publication: September 2<sup>nd</sup>, 2022

2<sup>nd</sup> Publication: September 9<sup>th</sup>, 2022

Bid Date: September 28<sup>th</sup>, 2022

## **INSTRUCTIONS TO BIDDERS**

**PROPOSAL:** The Proposal shall be made on the forms furnished herewith. The completed Proposal shall be enclosed in a sealed envelope bearing the name of the bidder and name of the project. The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. The proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals.

The proposals will be publicly opened and read at the time and place stipulated in the Notice Inviting Bids.

Unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Oral, telegraphic, facsimile, or telephonic proposals or modifications will not be considered.

**DISCREPANCIES IN PROPOSALS:** The bidder shall furnish a price for all bid items in the proposal and failure to do so will render the proposal informal and may cause its rejection. In the event the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.

**PROPOSAL GUARANTEE:** Each proposal shall be accompanied by a certified or cashier's check or bid bond in the amount of not less than ten (10%) percent of the total amount named in the proposal. Said check or bond shall be made payable to the Owner and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within ten (10) calendar days after date of written notice of award and will furnish satisfactory Faithful Performance Bond and Labor and Material Bond, each of said bonds to be in the amount stated in the Notice Inviting Bids. In case of refusal or failure to enter into said contract, each check or bond, as the case may be, shall be forfeited to the Owner. If the bidder elects to furnish a Bid Bond as his proposal guarantee, he shall use the Bid Bond form herein, or one conforming substantially to it in form.

**BIDDER'S EXAMINATION OF SITE:** Before submitting a proposal, the bidder shall carefully examine the drawings, specifications, and other contract documents. It will be assumed that the bidder is familiar with existing site conditions and that he has a clear understanding of materials and performance of work.

## INSTRUCTIONS TO BIDDERS (continued)

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience as to recent date on the form entitled "INFORMATION REQUIRED OF BIDDER" bound herein. No proposal for work will be accepted from a Contractor who is not licensed in accordance with applicable state laws.

**DISQUALIFICATION OF BIDDERS:** More than one proposal form from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants to such collusion will be considered for future proposals. No Contractor or Sub-Contractor may be listed on the proposal unless they are registered with the State DIR.

**COMPLIANCE MONITORING AND ENFORCEMENT:** In accordance with Section 1771 of the State Labor Code all Contractor and Sub-Contractors will be subjected to the Public Works Contractor Registration Program with the Department of Industrial Relations. **No Bidder will be allowed to submit a proposal on this project unless they are registered with the DIR. Registration can be completed by visiting <https://efiling.dir.ca.gov/PWCR>.**

**Contractors and Sub-Contractors will also need to submit Certified Payroll Reports through the DIR Monitoring system. Prime Contractors will need to register at: <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.**

**RETURN OF PROPOSAL GUARANTEE:** Within ten (10) days after award of the contract, the Owner will return all proposal guarantees, except bonds, to their respective bidder except those accompanying proposals submitted by the three lowest responsible bidders. Those three will be held until the contract has been finally executed after which they will be returned to the respective bidders whose proposal they accompany.

**AWARD OF CONTRACT:** Award of a contract, if awarded, it will be made to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The Owner reserves the right to reject any or all bids, to waive any informality in a bid and to make awards in the interest of the Owner. The award of contract will be based upon the total Base Bid Only. Submittals not including bids for Base Bid will be deemed incomplete.

**EXECUTION OF CONTRACT:** The bidder to whom award is made shall execute a written contract with the Owner on the form of agreement provided, and shall secure insurance required by the specifications within ten (10) calendar days after date of written notice of award. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the contract, the Owner may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the Owner may award the contract to the third lowest responsible

### **INSTRUCTIONS TO BIDDERS (continued)**

bidder. On the failure or refusal of such second or third lowest bidders to execute the contract, such bidders' guarantee likewise shall be forfeited to the Owner. The work may then be re-advertised.

**NON-DISCRIMINATION IN EMPLOYMENT:** Contracts for work under this proposal will obligate the Contractors and subcontractors not to discriminate against any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the Agency 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. Section 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 the Agency tenders final payment to the Contractor, without further acknowledgement by the parties.

**PROPOSAL**

The undersigned bidder hereby proposes to furnish all labor, material, equipment, tools and services necessary to perform all work required under the Owner's Specifications entitled:

**2008 GAREY AVENUE  
GARDEN HEALTH CENTER PROJECT**

in accordance with the intent of said Specifications, Drawings and all Addenda issued by said Owner prior to opening of the proposals.

Said bidder agrees that, within 10 calendar days after date of written Notice of Award of the Contract by Tri-City, he/she will execute a contract in the required form, of which the Notice Inviting Bids, Instructions to Bidders, Proposal, Specifications, Drawings and all Addenda issued by Tri-City (or Engineer) prior to the opening of proposals, are part, and will secure the required insurance and bonds; and that upon failure to do so within said time, then the proposal guarantee furnished by said bidder shall be forfeited to Tri-City as liquidated damages for such failure; provided, that if said bidder shall execute the contract and secure the required insurance within said time, his check, if furnished shall be returned to him within five (5) days thereafter, and the Bid Bond, if furnished, shall become void.

Said bidder further agrees to complete all work required under the contract within the time stipulated in said Specifications, and it accept in full payment therefore the price named in the Bidding Schedule.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract.

Date \_\_\_\_\_

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



**PROPOSAL FORM (continued)**

TO THE BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY:

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposes and agrees, if the proposal is accepted, to furnish all, materials and do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, and Plans in the time and manner therein prescribed for the unit price set forth in the following schedule:

<b>BASE BID ITEMS</b>					
<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Description of Items Written in Words</b>	<b>Unit Price</b>	<b>Total</b>
1.	1	L.S.	Mobilization, clearing and grubbing, traffic control, BMPs, NPDES, and Final Clean-up for the lump sum price of  _____  _____  (Words)	\$ _____	\$ _____
2.	1	L.S.	Remove Existing Garden Landscape, Plants, Trees, and Amenities identified on the Plans Sheet D1.00 for the lump sum price of  _____  _____  (Words)	\$ _____	\$ _____
3.	1	L.S.	Obtain All Required Business License, Permits, and Coordinate Inspection Scheduling with the City Of Pomona for the lump sum price of  _____  _____  (Words)	\$ _____	\$ _____
4.	1	L.S.	Install All Utility lines identified in the Plans Sheet C1.00 for the lump sum price of  _____  _____  (Words)	\$ _____	\$ _____

**PROPOSAL FORM (continued)**

<b>BASE BID ITEMS</b>					
<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Description of Items Written in Words</b>	<b>Unit Price</b>	<b>Total</b>
5.	1	L.S.	Earthwork, General Grading – Excavation, Grading Export/Import as identified on the Plans Sheet L1.20 for the lump sum price of _____ _____ (Words)	\$ _____	\$ _____
6.	1	L.S.	Install Irrigation System identified on the Plans Sheets L2.00 through L2.55 for the lump sum price of _____ _____ (Words)	\$ _____	\$ _____
7.	1	L.S.	Construct Garden Landscape and Amenities identified on the Plans Sheet L1.00, L1.50, L1.51, L1.52, and L1.53 for the lump sum price of _____ _____ (Words)	\$ _____	\$ _____
8.	1	L.S.	Install Plants and Trees identified on the Plans Sheets L3.00 through L3.50 for the lump sum price of _____ _____ (Words)	\$ _____	\$ _____
9.	1	L.S.	Install Site Electrical Components identified on the Plans Sheets SE1.01 through SE1.03 for the lump sum price of _____ _____ (Words)	\$ _____	\$ _____
10.	1	E.A.	Construct ADA Curb Ramp per SPPWC 111-5, Type 1 for the unit price of _____ _____ (Words)	\$ _____	\$ _____

**PROPOSAL FORM (continued)**

<b>BASE BID ITEMS</b>					
<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Description of Items Written in Words</b>	<b>Unit Price</b>	<b>Total</b>
11.	385	S.F.	Construct BMP Storm Water Filtration Mitigation Areas, per Details on Sheet 2 of Civil Plans for the unit price of _____ _____ (Words)	\$ _____	\$ _____
12.	1	L.S.	Demolish Existing Shed for the lump sum price of _____ _____ (Words)	\$ _____	\$ _____
13.	1	L.S.	Modify Parking Lot Landscape Irrigation to Allow Construction of BMPs including Restoration of Plant Material for the lump sum price of _____ _____ (Words)	\$ _____	\$ _____
14.	670	S.F.	Remove Existing Pavement and Construct Permeable Pavement per Detail C on Sheet 2 of Civil Plans for the unit price of _____ _____ (Words)	\$ _____	\$ _____
15.	100	S.F.	Construct 3' Wide Longitudinal Gutter per SPPWC Std. Plan 122-3, Modified, for the unit price of _____ _____ (Words)	\$ _____	\$ _____
16.	1	L.S.	Install Parking Lot Striping and Signage, per ADA Stall Detail on Sheet 2 of Civil Plans for the lump sum price of _____ _____ (Words)	\$ _____	\$ _____

**PROPOSAL FORM (continued)**

<b>BASE BID ITEMS</b>					
<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Description of Items Written in Words</b>	<b>Unit Price</b>	<b>Total</b>
17.	34,419	S.F.	<i>Application of Quick Set Emulsion Aggregate Slurry Type I (Cationic) with 2 ½ Percent Latex Additive including crack sealing, mobilization demobilization and parking lot striping restoration for the unit price of</i> <hr/> <p align="center"><i>(Words)</i></p>	\$ _____	\$ _____

**PROPOSAL FORM (continued)**

**TOTAL BASE BID AMOUNT:** \$ \_\_\_\_\_

**TOTAL BASE BID AMOUNT (IN WORDS):**

\$ \_\_\_\_\_

\_\_\_\_\_  
BIDDER'S SIGNATURE                      DATE                      BIDDER'S TITLE

**Award of the contract shall be determined on the total sum of Base Bid Items.**

**PROPOSAL FORM (continued)**

That the Contractor specifically agrees to comply with the applicable parts of Section 1777.5 of the Labor Code relating to employment by contractor and subcontractor under him, of journeymen or apprentices or workers, in any apprentice and craft or trade.

Section 2-3, "Subcontracts" of the Standard Specifications for Public Works Construction shall be applicable.

Accompanying this proposal is \_\_\_\_\_ (Insert "\$ \_\_\_\_\_ cash," "cashier's check," "certified check," or "bidder's bond," as the case may be) in the amount equal to at least ten percent (10%) of the total BASE bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the Owner, and this proposal and the acceptance thereof may be considered null and void.

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer and manager thereof.)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

DATED: \_\_\_\_\_, 2022

**SUBCONTRACTOR LIST**

In compliance with the provisions of the Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each Subcontractor who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid amount or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of 1 percent (0.5%) of the Prime Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, and the portion of the work which will be done by each Subcontractor.

<b>Name Under Which Sub-Contractor is Licensed:</b>	<b><u>License Number</u></b>	<b><u>DIR No.</u></b>	<b>Location of Business</b>	<b>Specific Description of Sub-Contract Work% of the Work</b>

If the bidder fails to specify a Subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative Subcontractors for the same work are prohibited by provisions of the California Government Code.)

An inadvertent error in listing the California contractor license number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

\_\_\_\_\_

Dated

\_\_\_\_\_

Bidder

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature



**INFORMATION REQUIRED OF BIDDER**

The bidder is required to supply the following information. Failure to provide this information under penalty of perjury renders the bid non-responsive and the bid will be rejected. Additional sheets may be attached if necessary. If requested by the Owner, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

1. Address \_\_\_\_\_
2. Telephone \_\_\_\_\_
3. Type of Firm: Individual ( ) Partnership ( ) Corporation ( )
4. Corporation organized under the laws of the State of \_\_\_\_\_
5. Contractor's License: State \_\_\_\_\_ License No. \_\_\_\_\_  
 DIR No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
6. Names and Titles of all officers of the firm:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Number of years experience in projects of this type \_\_\_\_\_

8. Three projects of this type recently completed:

Contract Amount	Type of Project	Date Completed	Name, Address & Telephone of Owner
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Person who inspected site of the proposed work for your firm:  
 \_\_\_\_\_ Date Inspected \_\_\_\_\_

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Public Contract).

I swear under penalty of perjury that the information provided is true and correct.

\_\_\_\_\_  
 Signature Title

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, \_\_\_\_\_ as principal, and \_\_\_\_\_ as surety, are held and firmly bound unto the Tri-City Mental Health Authority in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said Owner or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the Tri-City Mental Health Authority for certain construction specifically described as follows, for which bids are to be opened at the office of **RKA Consulting Group, 398 Lemon Creek Drive, Suite E** in the City of Walnut.

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files the two bonds with the Tri-City Mental Health Authority, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(seal)  
\_\_\_\_\_  
(seal)  
\_\_\_\_\_  
(seal)  
\_\_\_\_\_  
(seal)  
PRINCIPAL  
\_\_\_\_\_  
(seal)  
\_\_\_\_\_  
(seal)  
SURETY  
\_\_\_\_\_  
(seal)  
ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**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.

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. The bidder 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].

## AGREEMENT

### 1. PARTIES AND DATE

**THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_ by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “Tri-City Mental Health Center” or “Tri-City”) and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (hereinafter “Contractor”). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”**

### 2. CONTRACTOR

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

### 3. SCOPE OF SERVICES

**Contractor shall provide the specified services and/or materials as set forth in ‘Exhibit A.’**

### 4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. In addition:

**a. Contractor shall cause the Project to be designed and constructed in accordance with Tri-City approved specifications.**

**b. Contractor shall comply will all applicable federal, state and local laws, codes, ordinances, rules, orders, regulations, and statutes affecting the construction of the project and/or any services performed under this Agreement.**

## AGREEMENT

c. Contractor shall take all reasonable steps during the course of the Project so as not to interfere with the on-going operation of Tri-City business, the adjacent residences, businesses and facilities, including but not limited to not interfering with pedestrian and vehicular access.

d. Contractor shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

### 5. SUBCONTRACTORS

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to other contractor(s).

### 6. TIME AND LOCATION OF WORK

Contractor shall perform the services required by this Agreement at any place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner outlined in 'Exhibit A'.

### 7. TERMS

The services and/or materials furnished under this Agreement shall commence \_\_\_\_\_ and shall be and remain in full force and effect until the TCMHA GARDEN HEALTH CENTER PROJECT Project at 2001 N. Garey Avenue in the City of Pomona is confirmed completed, or the Agreement amended or terminated, unless terminated in accordance with the provisions of Section 8 below.

### 8. TERMINATION

This Agreement may be terminated only as follows:

a. **Written Notice.** Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

b. **Breach.** Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete the \_\_\_\_\_ services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

## AGREEMENT

c. **Non-payment.** Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

d. **Effect of Termination.** No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all written work product to Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

### 9. COMPENSATION

For the full performance of this Agreement:

a. The Contractor will bill on a monthly basis based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

b. Tri-City shall pay Contractor an amount not to exceed amount as stated in 'Exhibit A'. Tri-City is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the amount listed in the Contractor's Proposal for \_\_\_\_\_ ('Exhibit B'), unless agreed upon in writing by Tri-City's Executive Director.

c. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

d. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor.

### 10. LICENSES.

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

## AGREEMENT

### 11. PROPRIETARY INFORMATION.

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City.

The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

### 12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

### 13. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by Tri-City of the need to extend the retention period.

### 14. GENERAL TERMS AND CONDITIONS

**a. Indemnity.** Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

**b. Insurance.** Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

- i. Workers Compensation Insurance:** Minimum statutory limits.
- ii. Automobile Insurance:** \$1,000,000.00 per occurrence.
- iii. Errors And Omissions Insurance:** \$1,000,000.00 per occurrence.

## AGREEMENT

**iv. Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

**v. Builder's Risk Property Insurance:** request subcontractors to carry coverage for "all risk" Builder's Risk Insurance, with some exceptions, for the hard construction cost of structure.

**vi. Notice Of Cancellation:** The Tri-City requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

**vii. Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to Tri-City, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

**viii.** To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority  
Attn: JPA Administrator/Clerk  
1717 N. Indian Hill Boulevard, #B  
Claremont, CA 91711-2788

**c. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

**d. Changes to the Agreement.** This Agreement shall not be assigned or transferred without advance written consent of Tri-City. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.



## AGREEMENT

e. Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of Tri-City. Contractor will be responsible for and maintain such records during the term of this Agreement. Contractor hereby agrees to deliver those documents to Tri-City at any time upon demand of Tri-City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Tri-City and are not necessarily suitable for any future or other use. Failure by Contractor to deliver these documents to Tri-City within a reasonable time period or as specified by Tri-City shall be a material breach of this Agreement.

Tri-City and Contractor agree that until final approval by Tri-City, all data, reports and other documents are preliminary drafts not kept by Tri-City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to Tri-City pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by Tri-City as complete, non-exclusive title to copyright of said work for hire shall transfer to Tri-City. The compensation recited in Section 9 shall be deemed to be sufficient consideration for said transfer of copyright. Contractor retains the right to use any project records, documents and materials for marketing of their professional services.

f. Contractor Attestation. Also in accordance with Tri-City's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit C'.

### 15. PROJECT COMPLETION

Final Completion shall be deemed to occur on the last of the following events:

- a. **Recordation of a Notice of Completion for the Project;**
- b. **Acceptance of the Project by Tri-City;**
- c. **Submission of all documents required to be supplied by Contractor to Tri-City under this Agreement, including but not limited to as-build drawings, warranties, and operating manuals; and delivery to Tri-City of Certificate of Completion duly verified by Contractor.**

## AGREEMENT

### 16. REPRESENTATIVE AND NOTICE

**a.** Tri-City's Representative. Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement ("Tri-City's Representative"). Tri-City's Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

**b.** Contractor's Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

**c.** Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

If to Contractor:      Name:  
                                  Attn:  
                                  Address:  
                                  City:

If to Tri-City:            TRI-CITY MENTAL HEALTH AUTHORITY  
                                  Attn: Executive Director  
                                  1717 N. Indian Hill Boulevard, #B  
                                  Claremont, CA 91711-2788

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 17. EXHIBITS

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: Proposal from Contractor dated \_\_\_\_\_

Exhibit C: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

## AGREEMENT

### 18. ENTIRE AGREEMENT

**This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City.**

**The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.**

**AGREEMENT**

**19. EXECUTION.**

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.**

**TRI-CITY MENTAL HEALTH AUTHORITY \_\_\_\_\_, Contractor**

By: \_\_\_\_\_  
Rimmi Hundal, Executive Director

By: \_\_\_\_\_  
\_\_\_\_\_, President/Owner

Attest:

By: \_\_\_\_\_  
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form and Content:  
DAROLD D. PIEPER, ATTORNEY AT LAW

By: \_\_\_\_\_  
Darold D. Pieper, General Counsel

**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

hereinafter referred to as "Contractor" as PRINCIPAL, and \_\_\_\_\_  
as SURETY, are held and firmly bound unto the Tri-City Mental Health Authority hereinafter  
referred to as the "Owner," in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of  
the United States of America, for the payment of which sum, will and truly to be made, we bind  
ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been  
awarded and is about to enter into the annexed contract with said Owner for consideration of the  
work under the specification entitled

**2008 GAREY AVENUE  
GARDEN HEALTH CENTER PROJECT**

and is required by said Owner to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and  
obligations of said contract on his part to be done and performed at the time and in the manner  
specified herein; this obligation shall be null and void; otherwise it shall be and in full force and  
effect;

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may  
be made pursuant to the terms of said contract shall not in any way release said Contractor or the  
Surety thereunder nor shall any extension of item granted under the provisions of said contract  
release either said Contractor or said Surety and notice of such alterations or extensions of the  
contract is hereby waived by such Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
(SEAL)

BY: \_\_\_\_\_  
(SEAL)

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_  
\_\_\_\_\_ Hereinafter referred to as "Contractor" as PRINCIPAL, AND  
\_\_\_\_\_ as SURETY, are held and firmly bound unto the Tri-  
City Mental Health Authority hereinafter referred to as the "Owner," in the sum of  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
lawful money of the United States of America, for the payment of which sum, well and truly to be  
made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been  
awarded and is about to enter into the annexed contract with said Owner for construction of the work  
under the Owner's specification entitled

**2008 GAREY AVENUE  
GARDEN HEALTH CENTER PROJECT**

and is required by said Owner to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any  
materials, provisions, provender or other supplies, or for the use of implements or machinery, used  
in, upon, for or about the performance of the work contracted to be done, or for any work or labor  
thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such  
work or labor, said Surety will pay for the same in an amount not exceeding the sum specified  
above, and also in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the  
court. This bond shall inure to the benefit of any and all persons entitled to file claims under Section  
1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may  
be made pursuant to the terms of said contract, shall not in any way release either said Contractor or  
said Surety thereunder nor shall any extensions of time granted under the provisions of said contract  
release either said Contractor or said Surety, and notice of such alterations or extensions of the  
contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

\_\_\_\_\_  
PRINCIPAL  
BY: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
SURETY  
BY: \_\_\_\_\_  
(SEAL)

**RELEASE**

Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project: **2008 GAREY AVENUE GARDEN HEALTH CENTER PROJECT**

In consideration of final payment of undisputed contract amounts relating to the above-referenced project, Contractor hereby releases Owner from any and all claims and liability for payment on the project except for the disputed work and the amounts set forth below:

DESCRIPTION OF DISPUTED WORK

DISPUTED AMOUNTS

Check if none \_\_\_\_\_

Check if none \_\_\_\_\_

CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NONDISCRIMINATION CLAUSE  
(OCP - 2)**

1. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.
3. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/> <hr/>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; height: 20px;"> </td> </tr> </table>		-		-							
	-		-									
<b>or</b>												
<b>Employer identification number</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 10%; height: 20px;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 10%; height: 20px;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 10%; height: 20px;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 10%; height: 20px;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 10%; height: 20px;"> </td> </tr> </table>		-		-		-		-		-	
	-		-		-		-		-			

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*; later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FTI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FTI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>5</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

**BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE**

In accordance with Public Contract Code Section 10161, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violation of law or a safety regulation.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

NOTE: This questionnaire constitutes a part of the Proposal, and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

**TRI-CITY MENTAL HEALTH AUTHORITY  
GENERAL REQUIREMENTS**



## TABLE OF CONTENTS

PAGE

### GENERAL CONDITIONS

#### SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.01	Definitions.....	GC-1
1.02	The Requirement.....	GC-3
1.03	Beginning and Completion of Work.....	GC-3
1.04	Liquidated Damages .....	GC-3
1.05	Standard Specifications.....	GC-3
1.06	Contract Drawings .....	GC-3
1.07	Insurance.....	GC-4
1.08	Water and Power.....	GC-9
1.09	Permits and Licenses.....	GC-9
1.10	Lines, Grades and Measurements .....	GC-9
1.11	Guarantee .....	GC-10
1.12	Restoration of Existing Facilities.....	GC-10
1.13	Watering.....	GC-10

#### SECTION 2 - SPECIFICATIONS AND DRAWINGS

2.01	Interpretation of Specifications and Drawings .....	GC-11
2.02	Conflicts Between Specifications and Drawings .....	GC-11
2.03	Standard Specifications.....	GC-11
2.04	Shop Drawings.....	GC-11
2.05	Reference to Standards, Publication or Standard Specifications .....	GC-12
2.06	Reference to Proprietary Products .....	GC-12
2.07	Specifications and Drawings Furnished to Contractor .....	GC-13
2.08	As-Built Drawings .....	GC-13

#### SECTION 3 - ENGINEER-CONTRACTOR RELATIONS

3.01	Authority of Owner.....	GC-14
3.02	Authority of the Engineer .....	GC-14
3.03	Inspection and Testing .....	GC-14
3.04	Change Orders .....	GC-15
3.05	Contractor's Plant and Equipment.....	GC-17
3.06	Assignment of Contract .....	GC-17
3.07	Subcontracts .....	GC-17
3.08	Contractor's Employees and Subcontractors.....	GC-18
3.09	Attention to Work .....	GC-18
3.10	Service of Notices.....	GC-18
3.11	Deviation from Contract .....	GC-18

**TABLE OF CONTENTS (continued)**

<b>GENERAL CONDITIONS</b>		<u>PAGE</u>
<b><u>Section 3 (Continued)</u></b>		
3.12	Suspension of Work.....	GC-18
3.13	Termination of Contract by Owner (Contractor Not at Fault).....	GC-19
3.14	Termination of Contract by Owner (Contractor at Fault) .....	GC-19
3.15	Termination of Contract by Contractor.....	GC-20
3.16	Failure to Comply .....	GC-20
3.17	Protests.....	GC-20
3.18	Rights-of-Way.....	GC-20
3.19	Construction Interference.....	GC-21
3.20	Lines and Grades.....	GC-23
3.21	Supervision and Inspection.....	GC-23
3.22	Observing Laws and Ordinances .....	GC-24
3.23	Coordination with Community Agencies .....	GC-24
3.24	Fire Hydrants .....	GC-24
3.25	Loss and Damage.....	GC-25
3.26	Use of Improvement During Progress of Construction .....	GC-25
3.27	Alternative Methods of Construction.....	GC-25
3.28	Examination of Work.....	GC-26
 <b>SECTION 4 - MATERIAL, EQUIPMENT AND WORKMANSHIP</b>		
4.01	Quality.....	GC-27
4.02	Samples and Tests of Material.....	GC-27
4.03	Proof of Compliance with Contract .....	GC-28
4.04	Safeguarding of Equipment, Material and Work.....	GC-28
4.05	Defective Material, Equipment and Workmanship .....	GC-28
4.06	Character of Workers.....	GC-28
4.07	Rubbish and Dust Control.....	GC-29
4.08	Cleaning Up .....	GC-29
4.09	Guarantee .....	GC-29
 <b>SECTION 5 - PROGRESS AND PAYMENT</b>		
5.01	Contract Time .....	GC-31
5.02	Contract Price.....	GC-31
5.03	Construction Schedule .....	GC-31
5.04	Overtime Work .....	GC-32
5.05	Extension of Time.....	GC-32
5.06	Failure to Complete on Time .....	GC-32
5.07	Monthly Estimates and Payments.....	GC-33

**TABLE OF CONTENTS (continued)**

PAGE

**GENERAL CONDITIONS**

Section 5 (Continued)

5.08	Unpaid Claims .....	GC-34
5.09	Fulfillment of Contract .....	GC-34
5.10	Final Estimate of Payment .....	GC-35
5.11	Final Payment Terminates Liability of Owner .....	GC-35
5.12	Notice of Completion.....	GC-35
5.13	Extra Work.....	GC-36
5.14	Additional Work .....	GC-36
5.15	Investment of Amounts Withheld.....	GC-36

**SECTION 6 - LEGAL RESPONSIBILITY, SAFETY, BONDS AND INSURANCE**

6.01	Responsibility of Contractor .....	GC-37
6.02	Liability of Contractor .....	GC-37
6.03	Laws, Regulations and Permits.....	GC-38
6.04	Patents and Copyrights .....	GC-38
6.05	Permits and Licenses.....	GC-38
6.06	Sales and Use Taxes.....	GC-38
6.07	Labor Discrimination .....	GC-38
6.08	Wage Determinations.....	GC-39
6.09	Apprentices on Public Works .....	GC-39
6.10	Working Hours.....	GC-39
6.11	Public Safety and Convenience .....	GC-40
6.12	Trench Excavation .....	GC-40
6.13	Concrete Forms, Falsework and Shoring.....	GC-41
6.14	Sanitary Provisions .....	GC-42
6.15	Safety and Health Regulations.....	GC-42
6.16	Labor, Material and Performance Bonds .....	GC-42
6.17	Contractor not Responsible for Damage Resulting from Certain Acts of God .....	GC-42
6.18	Liability of Owner and Engineer .....	GC-42

## GENERAL CONDITIONS

### SECTION 1 - DEFINITIONS AND ABBREVIATIONS

#### 1.01 DEFINITIONS

Wherever the words defined in this article, or pronouns used in their stead, occur in these specifications or in any of the other contract documents, the intent and meaning shall be as follows:

- (a) OWNER. Tri-City Mental Health Authority, County of Los Angeles, State of California
- (b) GOVERNING BOARD. The committee having supervisory powers over Tri-City Mental Health Authority.
- (c) ENGINEER. Shall be understood to mean the Agency's Consulting Engineer or his designated representative.
- (d) CONTRACTOR. Contractor shall mean the party entering into contract with the Owner for performance of the work called for in these specifications and shown on the drawings, including the Contractor's authorized agents.
- (e) SUBCONTRACTOR. Subcontractor shall mean any person, firm, or corporation entering into agreement with the Contractor for performance of any part of the Contractor's obligation under the contract.
- (f) CONTRACT. Contract shall mean the contract documents and shall include the written agreement entered into by the Owner and the Contractor for the performance of work described in the specifications and shown on the drawings, together with the Notice Inviting Bids, the Instructions to Bidders, the Proposal, the Information Required of Bidders, the Specifications, the Drawings, all Addenda issued by the Owner with respect to the foregoing prior to the opening of bids, and all change orders issued by the Owner and signed by the Contractor pertaining to the contract after the contract is awarded.
- (g) SPECIFICATIONS. Specifications shall mean the General Conditions, the Special Provisions and the Technical Specifications of the contract, together with all Addenda and Change Orders issued with respect thereto.
- (h) DRAWINGS. Drawings or contract drawings shall mean those drawings accompanying the specifications which show the location, nature, extent and form of the work, together with applicable details.

## **GENERAL CONDITIONS (continued)**

### **SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

Wherever the following abbreviations are used they shall have the meanings listed:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum 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 of Testing Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcement Steel Institute
NEMA	National Electrical Manufacturer's Association
NIC	Not in Contract
NTS	Not to Scale
OAE	Or Approved Equal
OSHA	Occupational Safety and Health Act
PA	PLANTING AREA
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
U/L	Underwriters Laboratories, Inc.

## **GENERAL CONDITIONS (continued)**

### **1.02 THE REQUIREMENT**

It is required that there be furnished in accordance with these specifications, the Tri- City Mental Health Authority General Conditions and Technical Specifications, and accompanying drawings, all labor, equipment, and material of every description as required or necessary to excavate, backfill, grade, drill, construct, lay, erect, install, test, cleanup, instruct as to proper use, and leave in an operable and acceptable condition all of the work.

### **1.03 BEGINNING AND COMPLETION OF WORK**

The work shall commence within ten (10) calendar days after the date set forth in the Notice to Proceed and be completed within the time as specified in the Notice Inviting Bids.

### **1.04 DAMAGES**

The Owner and Contractor agree that it would be impracticable or extremely difficult to fix actual damages in case of Contractor's delay in completion of work beyond the time agreed upon, therefore, Owner and Contractor agree that contractor shall pay Owner as fixed, agreed and liquidated damages the amount of \$500.00 for each working day's delay in completion of the work beyond the time agreed upon, and agrees that said liquidated damages is a reasonable estimate of the damages to be sustained by Owner.

**The nature of work in this project will impact the function of the building at 2008 N. Garey Avenue. The Contractor shall coordinate all outages, staging, and scheduling where normal operations of the facility are impacted with Tri City Mental Health Authority Staff. The Contractor shall be responsible for any damages caused as a result of unscheduled outages.**

### **1.05 STANDARD SPECIFICATIONS**

The work shall be in accordance with these specifications and the "Standard Specifications for Public Works Construction", Latest Edition as specified in Description of Bid Items of these specifications, published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California, 90034 and are referred to elsewhere in these specifications as Standard Specifications and the " Tri-City Mental Health Authority General Conditions and Technical Specifications".

### **1.06 CONTRACT DRAWINGS**

The contract drawings applicable to the work to be performed under this contract are bound herein.

## GENERAL CONDITIONS (continued)

### 1.07 INSURANCE

#### CALIFORNIA JOINT POWERS INSURANCE AUTHORITY INSURANCE REQUIREMENTS FOR CONTRACTORS (with Construction Risks)

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the Owner in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to Owner.

Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to the limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

- i. **Workers Compensation Insurance:** Minimum statutory limits.
- ii. **Automobile Insurance:** \$1,000,000.00 per occurrence.
- iii. **Errors And Omissions Insurance:** \$1,000,000.00 per occurrence.

**Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

Contractor’s policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse, or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

## GENERAL CONDITIONS (continued)

Coverage shall be applicable to Owner for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law per accident on covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (any auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. **Excess or Umbrella Liability Coverage (Over Primary)** if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to Owner for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of Owner following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$5,000,000.00 per occurrence and aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best Rating of A- or better and a minimum financial size of VII.

Contractor and Owner agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds Owner, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of Owner to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. Owner, having required that it be named as additional insured to all insurance coverage required herein, expressly retains the right or subrogate against any party for sums not paid by insurance. For its part,



### **GENERAL CONDITIONS (continued)**

Contractor agrees to waive subrogation rights against Owner regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project(s) contemplated by this agreement to do likewise.

3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to Owner, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and Owner that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of Owner, or to the supervisory role, if any, of the Owner. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to Owner is intended to apply the full extent of policies involved. Nothing referred to here or contained in any agreement involving Owner in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of these coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Owner and approved in writing.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by Owner, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect Owner's protection without Owner's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of the Owner, shall be delivered to Owner prior to execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is cancelled at any time and no replacement coverage is provided, Owner has right, but not the duty to contain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by Owner shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at Owner's option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days' notice to the Owner and the appropriate tender prior to the cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require

## GENERAL CONDITIONS (continued)

contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by the Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to Owner.
10. Contractor agrees to ensure that subcontractors, and any other party involved with this project who is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of the Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that, upon request, all agreements with subcontractors and others engaged in the project will be submitted to Owner for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella, and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, or Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to Owner. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the Owner. At that time, Owner shall review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The Owner reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Owner will negotiate additional compensation proportional to the increased benefit to the Owner.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on Owner nor does it waive any rights hereunder in this or any other regard.

## GENERAL CONDITIONS (continued)

16. Contractor will renew the required coverage annually as long as Owner, or its employees, face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is cancelled or terminated for any reason. The insurance shall include, but not be limited to, products and completed operations and discontinued operations, where applicable.  
  
Termination of this obligation is not effective until Owner executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the Owner, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by the Owner.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge Owner or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to the Owner. It is not the intent of the Owner to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the Owner for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to Owner a copy of Professional Liability coverage for Architects or Engineers working on this project through the Contractor. Owner shall determine the liability limit.
23. **SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE.** The Contractor shall

## GENERAL CONDITIONS (continued)

either: (1) require each of his Subcontractors to procure and to maintain Subcontractor's public liability and property damage insurance and vehicle liability insurance of the type and in amounts specified, or (2) insure the activities of his Subcontractors in his own policy, in like amount.

24. **SCOPE OF INSURANCE.** The insurance required under hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him. The insurance required hereof shall name the Owner, Engineer and their officers, Construction Manager, agents and employees as "additional insured" under this policy. The policies of insurance shall provide that the naming of the Owner, Engineer and their officers, agents and employees shall not affect any recovery of which they would be entitled under the policy if not named as an insured and that any other insurance held by the Owner, Engineer and their officers, agents and employees shall not be required to contribute anything toward any loss or expense covered by said policy. The coverage requirements described in this paragraph shall be satisfied by endorsements to the Contractor's policy, and the Contractor shall attach insurance company certified copies of such endorsements to any "Proof of Insurance" certificate furnished to Owner.

### **1.08 WATER AND POWER**

The Contractor shall be responsible to furnish, all water necessary for the construction of the proposed improvements. Use of water from the private service connections from 2001 Garey Avenue or other Tri-City and adjoin properties is prohibited.

### **1.09 PERMITS AND LICENSES**

Business licenses are required for Contractors and Sub-contractors. The Contractor shall be responsible to obtain a construction permit. Permit fees shall be the responsibility of Tri City Mental Health Authority. All requirements for the project BMP forms shall be furnished by the Contractor. Plans for this project have been approved by the City of Pomona. The Contractor shall be the responsible party for inspection scheduling. The project manager shall be informed of all scheduled inspections at least 48 hours in advance of the inspection day.

### **1.10 LINES, GRADES AND MEASUREMENTS**

- (a) All lines and grades required for proper execution of the work will be furnished by the Owner.
- (b) The Contractor shall preserve all bench marks, monuments, survey marks and stakes and, in case of the removal or destruction by his employees, he shall be liable for the cost of their replacement.

## GENERAL CONDITIONS

### **1.11 GUARANTEE**

The Contractor hereby guarantees for a one-year period that the entire work constructed by him under this contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him.

### **1.12 RESTORATION OF EXISTING FACILITIES**

- (a) **EXISTING FACILITIES.** All paved surfaces which are removed, broken or damaged, or in which the ground has caved or settled due to work under this contract, shall be completely resurfaced and brought to the original grade and crown section unless otherwise indicated. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces, and shall be free of any requirements of these specifications. Existing facilities used by the Contractor for hauling materials, equipment, supplies, etc., shall be cleaned and repaired if the condition of the facility is damaged or otherwise affected due to the Contractor's operation. The Contractor shall restore all building facilities impacted by the construction process to match the existing conditions. All building penetrations shall be repaired and waterproofed.

All landscaping damaged during the course of work shall be returned to existing conditions.

- (b) **EXISTING STAKES AND MARKS.** All section, section subdivisions, plat, U.S.E.D., U.S.C. & G.S., U.S.G.S., and any other official monuments or bench marks shall be carefully preserved or replaced. In the event any such monument or marker is disturbed as a result of the Contractor's operation, the Contractor shall replace or reset such monument or marker in a manner satisfactory to the Engineer. Replaced or reset monuments shall be of acceptable type and quality and shall be located so as to clear existing utilities or any other interference. They shall be placed in a manner consistent with good and recognized engineering survey practice.

### **1.13 WATERING**

- (a) Water for compacting original ground, fill material, subgrades, and water required for laying dust caused by grading operations and the passage of traffic through the work shall be applied as directed by the Engineer.
- (b) Full compensation for furnishing water for any of the construction operations shall be considered included in the prices paid for the various contract items of work and no additional allowance shall be made therefor.

## **GENERAL CONDITIONS (continued)**

### **SECTION 2 - SPECIFICATIONS AND DRAWINGS**

#### **2.01 INTERPRETATION OF SPECIFICATIONS AND DRAWINGS**

The specifications and the drawings are intended to be explanatory of each other. Any work indicated in the drawings and not in specifications, or vice versa, shall be executed as if indicated in both. As the figured dimensions shown on the drawings and in the specifications of the contract may not in every case agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the contract. In the event of any doubt or questions arising respecting the meaning of the specifications or drawings, reference shall be made to the Engineer and his decision therein shall be final.

#### **2.02 CONFLICTS BETWEEN SPECIFICATIONS AND DRAWINGS**

In case of conflict between the specifications and the drawings, the specifications shall govern over the drawings. In case of conflict between the General Conditions and Special Provisions of the specifications, the Special Provisions shall govern over the General Conditions.

#### **2.03 STANDARD SPECIFICATIONS**

A reference to the Standard Specifications shall mean "Standard Specifications For Public Works Construction" (SSPWC), the Latest edition and amendments. All work performed shall conform to the SSPWC.

#### **2.04 SHOP DRAWINGS**

- (a) Wherever called for in these specifications or on the drawings, or where required by the Engineer, the Contractor shall furnish to the Engineer for review six (6) prints of each shop drawing. The term "shop drawing" as used herein shall be understood to include lists, graphs, operating instruction, etc. Unless otherwise required, said drawings shall be submitted at a time sufficiently early to allow review of same by the Engineer, and to accommodate the rate of construction progress required under the contract.
- (b) Except as may be otherwise provided in the Special Provisions, the Engineer will return prints of each shop drawing to the Contractor, with his comments noted thereon, within 15 calendar days following their receipt at his office. The Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of drawings. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second submittal.

## **GENERAL CONDITIONS (continued)**

- (c) If two prints of the drawing are returned to the Contractor marked NO EXCEPTIONS TAKEN, formal revision and re-submittal of said drawing will not be required.
- (d) If two prints of the drawing are returned to the Contractor marked MAKE CORRECTIONS NOTED, formal revision and re-submittal of said drawing will not be required.
- (e) If one print of the drawing is returned to the Contractor marked AMEND AND RESUBMIT or REJECTED-RESUBMIT the Contractor shall revise said drawing and shall resubmit six (6) copies of said revised drawing to the Engineer.
- (f) Fabrication of an item shall not be commenced before the Engineer has reviewed the pertinent shop drawings and returned copies to the Contractor marked either NO EXCEPTIONS TAKEN or MAKE CORRECTIONS NOTED. Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the contract drawings and specifications and shall not be taken as the basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from the Contractor's having to make the required revisions to shop drawings (unless review by the Engineer of said drawings is delayed beyond a reasonable period of time and unless the Contractor can establish that the Engineer's delay in review actually resulted in a delay in the Contractor's construction schedule). The review of said drawings by the Engineer will be limited to checking for general agreement with the specifications and drawings and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the specifications or contract drawings. Fabricating dimensions, quantities of material, applicable code requirements and other contract requirements shall be the Contractor's responsibility.

### **2.05 REFERENCE TO STANDARDS, PUBLICATIONS OR STANDARD SPECIFICATIONS**

Any reference made in the specifications or drawings to any specification, standard, or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard or publication in effect as of the date of advertising the work.

### **2.06 REFERENCE TO PROPRIETARY PRODUCTS**

Where references to propriety products appear in the specifications or drawings, whether or not followed by the words "or approved equal", it is for the purpose of establishing an acceptable standard of quality or design. Unless a substitute is expressly prohibited, the Contractor may request approval of a substitute for any such proprietary product. Such approval normally will not be given by the Engineer prior to award of a contract. A request for substitution must be in writing and must include descriptive literature, specifications, test reports or samples, as appropriate, to enable the

## **GENERAL CONDITIONS (continued)**

Engineer to determine the acceptability of the product proposed for substitution. If substitution is requested as part of a shop drawing submittal, the item(s) proposed for substitution shall be clearly indicated. No substitute product shall be used on the work until written approval has been received from the Engineer. Any revisions to structures, piping, mechanical, electrical, instrumentation, or any other work made necessary by such substitution must be approved by the Engineer and the entire cost of these revisions shall be borne by the Contractor.

### **2.07 SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR**

The Owner will furnish to the Contractor two (2) complete sets of specifications together with two (2) complete sets of drawings. Additional quantities of specifications and drawings will be available at reproduction cost upon Contractor direct order from Davis Blue Print in Los Angeles.

### **2.08 AS-BUILT DRAWINGS**

The Contractor shall maintain, on the job site, a set of full-size blueline or blackline prints of the contract drawings. On these he shall mark all as-built conditions, locations, configurations, and other details which may vary from the details represented on the original drawings. This master record of as-built conditions, including all revisions made necessary by addenda, change orders and field conditions shall be maintained up-to-date during the progress of the work.

In the case of those drawings which depict the detailed requirement for equipment to be assembled and wired in the factory, such as motor control centers and instrumentation, the as-built drawings shall be updated by indicating those portions which are superseded by final shop drawings, and by including a reference note describing the shop drawings by manufacturer, drawing and revision number and date.

Upon completion of the work but prior to final acceptance, the as-built drawings shall be delivered to the Owner.



## GENERAL CONDITIONS (continued)

### SECTION 3 - ENGINEER-CONTRACTOR RELATIONS

#### 3.01 AUTHORITY OF OWNER

- (a) The work and the manner of performing the same shall be done to the satisfaction and approval of the Owner.
- (b) The contract documents do not purport to control the method of performing the work but only the requirements as to the nature of the completed work. The Contractor shall assume the entire responsibility for methods of performing the work.

#### 3.02 AUTHORITY OF THE ENGINEER

The Engineer is the agent of the Owner and is employed to act as advisor and consultant to the Owner in engineering matters relating to the contract. The Owner has delegated its authority under this contract to the Engineer to determine the amount, quality, acceptability and fitness of the several kinds of work, material and equipment which are to be paid for under the contract; to decide for the Owner all questions relative to the construction, meaning and intent of the contract documents; to decide all questions relative to the classification and measurements of quantities and materials and the fulfillment of this contract, and to reject or condemn all work or material which does not conform to the terms of this contract. The Engineer's decision in all matters is the decision of the Owner and can only be changed by the Owner.

#### 3.03 INSPECTION AND TESTING

- (a) All materials furnished and all work performed under the contract shall be subject to inspection by the Engineer and the City. Such inspection may include mill, plant, and shop or field inspection as required. The Engineer shall be permitted access to all parts of the work, including plants where material or equipment are manufactured or fabricated, and he shall be furnished with such materials, information and assistance by the Contractor and his Subcontractors and suppliers as is required to make a complete and detailed inspection.
- (b) Work done in the absence of prescribed inspection may be required to be removed and replaced under proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the Owner and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work shall not be covered up without the authority of the Engineer. If so covered without authority, the work, upon order of the Engineer, shall be uncovered to the extent required, and the Contractor similarly shall bear the entire cost of performing all the work and furnishing all the material necessary for the removal of the covering and its subsequently replacement, as directed and approved by the Engineer.

### **GENERAL CONDITIONS (continued)**

- (c) Except as otherwise provided herein, inspection fees and costs will be paid by the Owner. All inspection fees and costs imposed by agencies other than the Owner shall be paid by the Contractor.
- (d) The Engineer will make, or have made, such tests, as he deems necessary to insure that the work is being accomplished in accordance with the requirements of the contract. Unless otherwise specified in the Special Provisions, the cost of such testing will be borne by the Owner. In the event such tests reveal noncompliance with the requirements of the contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer, as well as the cost of subsequent re-testing.
- (e) The Owner will provide as needed inspection for an 8-hour day and 40-hour week. The Contractor shall reimburse the Owner at rates established by the Owner for inspection in excess of the foregoing including legal holidays.

### **3.04 CHANGE ORDERS**

- (a) The Owner, or its duly authorized representative, may order changes in the work through additions, deletions or modifications. Such changes will be effected through written change orders delivered to the Contractor describing the change required in the work, together with any adjustment in contract price or time in completion as hereinafter provided. No such change shall constitute the basis of claims for damage or anticipated profits; however, the Engineer will make reasonable allowance for the value of any work, materials or equipment furnished and subsequently rendered useless because of such changes. Any adjustment in contract price resulting from a change order will be considered in computing subsequent monthly payments due the Contractor. Any work performed in accordance with a change order shall be subject to all provisions of the original contract, and the Contractor's sureties shall be bound thereby to the same degree as under the original contract.
- (b) Any adjustment in contract price shall be based on unit price bid items or additive and deductive bid items submitted by the Contractor in his original bid on the work where such bid items are applicable.
- (c) If the original bid prices are not applicable, the adjustment in contract price shall be based on a lump sum or unit price agreed upon by the Owner and the Contractor prior to executing the change order.
- (d) If the original bid prices are not applicable and the Owner and Contractor are unable to agree upon a lump sum or unit price prior to executing the change order, the adjustment in contract price shall be made on a cost-plus basis. In such an event, the following items will be included as the direct costs:
  - Materials and supplies
  - Labor (including foremen's wages)

### **GENERAL CONDITIONS (continued)**

- Worker's compensation insurance
- Unemployment insurance contributions paid to the State
- Social Security taxes paid to the Federal Government
- Labor union health and welfare, pension, vacation-holiday and apprenticeship fund contribution
- Value for use of equipment for actual time of use according to Caltrans "Labor Surcharge and Equipment Rental Rates" for the current year

In addition to the direct costs enumerated above, the Owner will pay to the Contractor for said extra work a percentage of said direct costs to compensate for the following profit and overhead items:

- Profit
- General expenses
- All insurance except workmen's compensation insurance
- Excise taxes
- Property taxes
- License and inspection fees
- Bond premiums
- All other items of expense not specifically enumerated above

Said percentage will be 15 percent of said direct costs provided the Contractor actually performs said extra work himself. In the event said extra work is performed by a Subcontractor, the percentage paid to the Contractor will be 20 percent of said Subcontractor's direct costs. Said 20 percent will include allowance for profit and overhead costs for both the Contractor and Subcontractor. In the event said extra work is performed through more than one Subcontractor in succession, said percentage will not exceed 25 percent.

- (e) When work is being performed on a cost-plus basis, the Contractor shall submit written reports as directed by the Engineer, showing all items of direct cost which enter into the work. If required by the Engineer, the Contractor shall furnish books, vouchers, invoices and other records to substantiate the direct cost items listed in said reports.
- (f) No change order will be issued by Owner for cost of delays associated with weather impact, or any extra work resulting thereof. It shall be the Contractor's responsibility to provide all protection necessary to the work in place and or to the areas of the project to receive the work against potential damages by inclement weather. Contractor shall use his best judgment as to the extent of protection required to avoid damages to the project by inclement weather.

## GENERAL CONDITIONS (continued)

### **3.05 CONTRACTOR'S PLANT AND EQUIPMENT**

The Contractor shall at all times be responsible for the adequacy, efficiency and sufficiency of his and his Subcontractor's plant and equipment.

### **3.06 ASSIGNMENT OF CONTRACT**

- (a) The contract shall not assign, sublet, sell, transfer or otherwise dispose of the contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without the prior written consent of the Owner. Owner shall have no obligation whatsoever to provide such written consent.
- (b) If the Contractor violates the provisions of this section, the contract may be terminated at the option of the Owner and the Owner shall be relieved of all liability and obligations to the Contractor, and to his assignee or transferee, growing out of such termination.

### **3.07 SUBCONTRACTS**

- (a) All proposed Subcontractors shall be listed by the Contractor at the time of bid opening and shall be contained in the Information Required of Bidders. The Contractor may request a replacement of a previously approved Subcontractor in writing to the Engineer. Any such request is subject to approval by the Owner and shall comply with the provisions of Section 4100 et.seq. of the California Public Contracts Code.
- (b) The Contractor shall perform not less than 50 percent of the work with his own forces (i.e., without subcontracting). This requirement shall be understood to refer to work, the value of which totals not less than 50 percent of the contract price. Refer to Section 2-3.2 of the SSPWC for clarification.
- (c) In the Owner's discretion, subject to the requirements of Section 3.07(a), subcontracts may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the Owner's interests. The re-subletting of work by a Subcontractor shall be subject to the same limitations as an original subletting. Each Subcontractor shall be properly licensed for the type of work which he is to perform.
- (d) A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the Subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the Engineer upon the Engineer's request. Each subcontract shall contain a reference to the contract between the Owner and the Contractor, and the terms of that contract shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the Engineer if, in the Engineer's opinion, the Subcontractor fails to comply with

## **GENERAL CONDITIONS (continued)**

the requirements of the prime contract insofar as the same may be applicable to this work.

- (e) The Contractor shall be responsible to the Owner for the acts and omissions of his Subcontractors and their employees and same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this section shall create any contractual relationship between any Subcontractor and the Owner or Engineer or relieve the Contractor of any liability or obligation under the prime contract.
- (f) The Contractor shall be permitted to rent equipment maintained and operated as long as the work performed is directed and constantly supervised by the Contractor. Any other arrangement will be construed as unauthorized subcontracting and such action will be subject to contract termination.

### **3.08 CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS**

The Contractor shall at all times be responsible for the adequacy, efficiency and sufficiency of his employees and any Subcontractor or persons employed by the Subcontractor. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them.

### **3.09 ATTENTION TO WORK**

The Contractor shall supervise the work and at all times shall be represented by a competent superintendent who shall receive and obey all instructions or orders given under the contract, and who shall have full authority to execute the same, and to supply materials, tools and labor without delay, and who shall be the legal representative of the Contractor.

### **3.10 SERVICE OF NOTICES**

Any notice, order, direction, request or other communication given by the Owner to the Contractor under the contract shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor, or delivered to any of his officers, or mailed in any post office addressed to the Contractor at the address mentioned in the contract, or at the Contractor's last known place of business. If mailed it shall be deemed to have been given to and received by the Contractor two days after the day of mailing in any post office in the vicinity of the work.

### **3.11 DEVIATION FROM CONTRACT**

The Contractor shall not make any alteration or variation in or addition to or deviation or omission from the contract without the advance written consent of the Owner.

### **3.12 SUSPENSION OF WORK**

The Engineer acting on behalf of the Owner may, by written notice to the Contractor, suspend the work, in whole or in part, for such period or periods as he may deem necessary due to unsuitable weather, delay in delivery of Owner-furnished equipment or materials, or such other conditions as

## **GENERAL CONDITIONS (continued)**

are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the contract or to provide material or workmanship meeting the requirements of the specifications. Suspended work shall be resumed by the Contractor within a reasonable time, as designated by the Engineer, after receipt from the Engineer of written notice to proceed. Contractor shall not be entitled to receive extra or additional compensation, except as may otherwise be provided for explicitly in the Contract Documents, on account of suspension of work pursuant hereto.

### **3.13 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)**

The Owner may terminate the contract upon 10 calendar days written notice to the Contractor, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interests to complete the work. In such a case, the Contractor shall have no claims against the Owner except (1) for the value of work performed up to the date the contract is terminated, and (2) for the cost of materials and equipment on hand, in transit, or on definite commitment as of the date the contract is terminated, which would be needed in the work and which meet the requirements of the specifications. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Engineer in accordance with the procedure prescribed for the making of the final estimate and payment and shall be paid in accordance with the same procedure.

### **3.14 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR AT FAULT)**

- (a) The Owner may terminate the contract upon 10-calendar days written notice to the Contractor in the event of any default by the Contractor. Without limitation, it shall be considered a default by the Contractor whenever he shall (1) declare bankruptcy, become insolvent or assign his assets for the benefit of his creditors (2) disregard or violate important provisions of the contract documents or Engineer's instruction or fail to prosecute the work according to the approved schedule or (3) fail to provide a qualified superintendent, competent workers or Subcontractors, or materials or equipment meeting the requirements of the specifications and drawings.
- (b) In the event the contract is terminated, the Owner may take possession of the work and of all materials, tools, equipment and property of the Contractor which have been provided in connection with the work and may complete the work by whatever method or means he may select. The cost of completing the work shall be deducted from the balance which would have been due the Contractor had the contract not been terminated and the work completed in accordance with the specifications and drawings. If such cost exceeds the balance which would have been due, the Contractor shall pay the excess amount to the Owner. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Engineer, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for materials, tools, equipment, property and labor devoted to the prosecution of the work, of which the Owner shall have received the benefit. In computing such expense, as it relates to equipment and property, the salvage value at

## **GENERAL CONDITIONS (continued)**

completion of the work shall be deducted from the depreciated value at the time the contract was terminated and the difference shall be considered as an expense.

### **3.15 TERMINATION OF CONTRACT BY CONTRACTOR**

The Contractor may terminate the contract upon 10 calendar days written notice to the Owner whenever (1) the entire work has been suspended in accordance with Section 3.12, for 60 consecutive calendar days through no fault or negligence of the Contractor and notice to resume work or to terminate the contract has not been received from the Owner within this time period or (2) the Owner shall fail to pay the Contractor any substantial sums due him in accordance with the terms of the contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the Owner except for those claims specifically enumerated in Section 3.13 and determined in accordance with that Section.

### **3.16 FAILURE TO COMPLY**

If the Contractor should refuse or neglect to comply with the provisions of the contract or the orders of the Engineer, the Owner may have such provisions or orders carried out by others at the expense of the Contractor.

### **3.17 PROTESTS**

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any order or ruling of the Engineer or of any inspector to be unfair, he shall, immediately upon such work being demanded or such order or ruling being made, ask for written instructions or decision, whereupon he shall proceed without delay to perform the work or to conform to the order or ruling; but unless the Contractor finds such instructions or decisions satisfactory, he shall, within five (5) days after receipt of same, file a written protest with the Engineer, stating clearly and in detail his objections and the reasons therefor. The Engineer shall, as soon as practicable after receipt of such written protest from the Contractor, forward said protest through appropriate channels to the Owner including his written comments on the issue or issues involved. The decision of the Owner on all such matters shall be considered final and binding upon all parties concerned. Except for such grounds for protests or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all ground for protests or objections to the orders, rulings, instructions or decisions of the Engineer and hereby agrees that, as to all matters not included in such protest, the order, instructions and decisions of the Engineer shall be final and conclusive.

### **3.18 RIGHTS-OF-WAY**

- (a) Lands or rights-of-way for the work to be constructed under the contract will be provided by the Owner as shown on the drawings. Nothing contained in the specifications or drawing shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. Any additional lands or rights-of-way required for construction operations shall be provided by the Contractor at his own expense.

## **GENERAL CONDITIONS (continued)**

- (b) Except as may otherwise be provided, the Contractor shall secure from the agencies having jurisdiction the necessary permits to create obstructions, to make excavations if required under the contract and to otherwise encroach upon rights-of-way and shall present evidence to the Engineer that such permission has been granted before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of this contract, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation.
- (c) The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline, any telephone, telegraph, or electric transmission line, fence, or any other structure, nor enter upon the rights-of-way involved until notified by the Engineer that the Owner has secured authority therefor from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence or structure and for replacing same. The Contractor shall not be entitled to any extension of time or extra compensation on account of any postponement, interference, or delay caused by any such pipeline, transmission line, fence or structure being on the line of the work except as provided herein.

### **3.19 CONSTRUCTION INTERFERENCE**

- (a) As used in this section, the word "utility" shall be understood to include tracks, overhead or underground wires, cables, pipelines, conduits, ducts, sewers or storm drains. The term "service connection" shall be understood to mean all or any portion of a pipeline (including sewer house laterals) conduit wire cable or duct including meter between utility distribution line and an individual customer or customer when served by a single service connection. The term "construction interference" shall be understood to include any utility or service connection within the limits of excavation or over-excavation required for the work under the contract as shown or ordered by the Engineer or any utility or service connection located in the space which will be required by any of the work under the contract.
- (b) In the event of any utility or service connection is required to be disturbed or removed to permit construction of a pipeline or other structure under the contract, such disturbance or removal shall be done only with the approval of the Engineer and following notification to the owner of the interfering utility or service connection. Any such utility or service connection removed or otherwise disturbed shall be reconstructed as promptly as possible in its original or other authorized location in a condition at least as good as prior to such removal or disturbance, subject to the inspection of the owner of same. The Contractor's responsibility under this section to remove or replace shall apply even in the event such damage or destruction occurs after backfilling or is not discovered until after completion of backfilling. The owner



## GENERAL CONDITIONS (continued)

of the utility or service connection shall be notified immediately after damage or destruction occurs or is discovered.

- (c) During the performance of the work under this contract, the owner of any utility affected by the work shall have the right to enter when necessary upon any portion of the work for the purpose of maintaining service and to make repairs to said utility.
- (d) The drawings show the approximate positions of known utilities in the immediate vicinity of the work but the Owner does not guarantee that all existing utilities are shown. Service connections normally are not shown on the drawings. The Contractor, before commencing any excavation, shall ascertain from records or otherwise, the existence, horizontal and vertical position and ownership of all existing utilities and service connections. If the Contractor discovers any utility in the line of the work which is not shown on the drawings, he shall immediately notify the Engineer of the existence of same. The Owner will not be liable for any consequences arising as a result of a service connection being incorrectly located in the field by the agency having jurisdiction over said service connection.
- (e) All costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing a main or truckline utility which actually constitutes a construction interference when said utility is not shown with reasonable accuracy as an interference or is omitted from the drawings, will be paid for by the Owner as extra work.

In such case, the Owner also will compensate the Contractor for equipment on the project necessarily idled during and by reason of such work. The Owner's obligation to repair damage to such a facility and to compensate the Contractor for idled equipment shall not extend to damage resulting from the failure of the Contractor to use reasonable care.

- (f) All costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing any utility or service connection other than those described in Subsection (e) herein shall be borne by the Contractor.
- (g) The Contractor shall not be assessed liquidated damages for failure to complete the work on time to the extent that such delay was caused by failure of the Owner or of the agency having jurisdiction over the utility or service connection to authorize or otherwise provide for its removal, relocation, protection, support, repair, maintenance or replacement.
- (h) The Owner reserves the right, upon determination of the actual position of existing utilities and service connection, to order changes in alignment or grade of the Owner's pipelines when, by so doing, the necessity for relocation of existing utilities or service connections will be avoided. Such changes will be ordered in writing by the Engineer. Where applicable, adjustment in the contract price will be on the basis

## **GENERAL CONDITIONS (continued)**

of the unit prices stated in the proposal. Where unit prices in the proposal are not applicable, adjustment in contract price will be in accordance with Section 3.04-

### **3.20 LINES AND GRADES**

- (a) All surveying necessary and adequate for construction purposes will be done by the Contractor.
- (b) Grades for all pipelines will be set on the surface of the ground and the Contractor shall transfer them to the bottom of the trench. At no time shall less than three (3) consecutive grade points be used in common so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer and in the absence of such report, the Contractor shall be responsible for any error in the grade of the finished work.
- (c) The Contractor shall preserve all bench marks, stakes and other survey marks, and in case of their removal or destruction by his own employees or by his Subcontractor's employees, he shall be liable for the cost of their replacement.

### **3.21 SUPERVISION AND INSPECTION**

- (a) The Engineer shall decide within the provisions of the specifications all questions which may arise concerning the quality or acceptance of materials furnished and work performed and all questions concerning the acceptable fulfillment of the contract by the Contractor.
- (b) All work shall be done in a thorough and workmanlike manner under the direction and to the satisfaction of the Owner and Engineer, and the materials used shall comply with these specifications. Work shall be started and continued at such time and at such points as may be designated by the Engineer and shall be carried on diligently and without unnecessary delay.
- (c) Each day the Contractor shall furnish the Engineer a duplicate copy of all delivery and shipment tags or slips for all materials delivered on the work. Tags or slips shall show the actual quantity of material received on the work. No materials shall be used on the work until such tags or slips have been furnished to the Engineer.
- (d) All tests of materials shall be made under the direction of the Engineer. The costs of tests for materials shall be borne by the Owner. At the Contractor's own expense the materials for testing shall be delivered at the time and to the place designated by the Engineer. Should the materials fail, the retesting cost shall be borne by the Contractor.
- (e) The Contractor shall prosecute work only in the presence of the Engineer or his designated representative, and any work done in the absence of said Owner.

## **GENERAL CONDITIONS (continued)**

Engineer or his designated representative shall be subject to rejection for that reason. The Contractor shall give written notice to the Engineer at least 24 hours before beginning any work and shall furnish said Engineer all reasonable facilities for obtaining full information respecting the progress and manner of work.

- (f) Any day except Sundays, or legal holidays and days on which the Contractor is specifically required by the specifications, by his labor contract, or by law to suspend construction operations, or conditions resulting therefrom, from preceding with at least 75 percent of the normal labor and equipment force for at least five (5) hours toward completion of the current controlling operation shall be considered as a normal work day.

### **3.22 OBSERVING LAWS AND ORDINANCES**

- (a) The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations which may affect the conduct of the work, those engaged or employed by him, the materials used, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall observe and comply therewith, and shall protect and indemnify the Owner against any claim or liability arising from or based on the violation thereof.
- (b) The Contractor shall secure and pay for all necessary permits, licenses and make all necessary deposits before starting work.

### **3.23 COORDINATION WITH COMMUNITY AGENCIES**

- (a) The CONTRACTOR shall be required to initiate and maintain project coordination with affected stakeholders, other contractors, residents, schools, police & fire departments, solid waste collection department, utility agencies, transportation agencies and businesses throughout the course of this project.
- (b) The CONTRACTOR shall provide two (2) notices to residents and businesses on affected streets. The first notice shall be in the form of a letter prepared by the Contractor and approved by the Owner and distributed by the CONTRACTOR no later than seven (10) calendar days before the start of construction. The second notice shall be distributed no later than 72 hours prior to work commencing on the residents' street.

### **3.24 FIRE HYDRANTS**

- (a) Free access shall be provided to all fire hydrants at all times. The Contractor shall not draw any water from a fire hydrant for use on the work, other than for extinguishing fire, without first obtaining permission from the Owner of such water.
- (b) Whenever required, the Contractor shall obtain a City of Pomona fire hydrant meter to record water usage. A deposit as established by Public Works Director shall be

## **GENERAL CONDITIONS (continued)**

paid by Contractor and refunded upon return of said hydrant meter. The water usage fees shall be as set forth in the Special Provisions.

### **3.25 LOSS AND DAMAGE**

- (a) All loss or damage to the Owner or to third persons, occurring during the progress of the work being performed under this contract, which loss or damage occurs before acceptance of the work by the Owner and which results from (1) the negligence of the Contractor, or Contractor's agents or employees, or (2) any act or omission on the part of the Contractor or Contractor's agent or employees which is not authorized by these specifications shall be sustained and borne by the Contractor.
- (b) Excavation shall be braced so that they will be safe and the ground alongside the excavations will not slide or settle, and all existing improvements of any kind, either on public or private property, shall be fully protected from damage. If any damage does result, the necessary repairs as directed by the Engineer, shall be made by and at the expense of the Contractor.
- (c) Performance under this contract by the Contractor shall not be excused by any unforeseen obstruction or difficulties which may be encountered, including damage to or destruction of the project under construction by action of the elements or otherwise.

### **3.26 USE OF IMPROVEMENT DURING PROGRESS OF CONSTRUCTION**

At any time during the progress of work, the Engineer may, upon written notice to the Contractor, takeover and utilize the whole or any part of the improvement or appurtenance thereto which has been completed, giving if desired, permits to utilize same. Such uses by the Engineer shall constitute a limited acceptance of that part of the improvement so taken over and utilized which shall relieve the Contractor and Contractor's sureties from responsibility for any damage to or defect in that part of the improvement not inherent in the construction which may be caused by the use of such part by the Owner or by property owners.

### **3.27 ALTERNATIVE METHODS OF CONSTRUCTION**

Whenever certain of the plans and specifications provide that more than one specified method of construction or more than one specified type of construction equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of equipment to be used up to the Contractor, it is understood that the Owner does not guarantee that every such method of construction or type of equipment can be successfully used throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative(s) which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to sue more than one of the alternatives on the project, full compensation for any additional cost involved shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefore.

**GENERAL CONDITIONS (continued)**

**3.28 EXAMINATION OF WORK**

- (a) Bidders must examine the location, physical conditions and surroundings of the proposed work and judge for themselves the nature of the excavation to be made and the work to be done.
  
- (b) The plans for the work shown conditions as they are supposed or believed by the Engineer to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, express or implied, by the Owner or its officers, that such conditions are actually existent, nor shall the Contractor be relieved or the liability under this contract, nor the Owner or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.
  
- (c) The submission of the bid proposal shall be conclusive evidence that the bidder has satisfied himself through his own investigation as to the conditions to be encountered; the character, quality and quantity of work to be performed; materials and equipment to be furnished; and all requirements of the drawings, special provisions and technical specifications.

## **GENERAL CONDITIONS (continued)**

### **SECTION 4 - MATERIAL, EQUIPMENT AND WORKMANSHIP**

#### **4.01 QUALITY**

- (a) Material and equipment shall be new and of the quality specified. All work shall be executed in conformity with the best accepted standard practice of the trade so as to contribute to maximum efficiency of operation, accessibility and appearance, and minimum cost of maintenance and construction of future alterations and additions.
- (b) Whenever the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required with due consideration of the use to which they are to be put. In general, the work performed shall in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

#### **4.02 SAMPLES AND TESTS OF MATERIAL**

- (a) Samples of materials to be supplied by the Contractor shall be prepared and submitted for checking, if required by the specifications or the Engineer. The samples or test specimens shall be prepared and furnished with information as to their source in such quantities and sizes as may be required, with all freight and charges prepaid.
- (b) All samples shall be submitted before shipment of the material to the site of the work and in ample time to permit the making of proper tests, analyses, examinations, rejections and resubmissions before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor will be made by the Engineer in accordance with recognized standard practice. No such materials shall be used in the work unless or until they have been accepted in writing by the Engineer and samples of materials will be retained by the Engineer for reference and comparison purposes.
- (c) The cost of material inspection and testing in the vicinity of the work unless specified otherwise herein, will be borne by the Owner. If the inspection and testing of material in the vicinity of the work is not practicable, the Contractor may request such inspection and testing take place at the point of manufacture. In such an event the additional cost to the Owner of remote inspection and testing shall be paid for by the Contractor. Such additional costs will consist of reimbursement for travel time and expense to and from the remote point.

## GENERAL CONDITIONS (continued)

### **4.03 PROOF OF COMPLIANCE WITH CONTRACT**

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work or materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proof as to his compliance with such requirements.

### **4.04 SAFEGUARDING OF EQUIPMENT, MATERIAL AND WORK**

The Contractor shall coordinate with Owner regarding location and schedule of equipment, material, and work. Contractor shall not use any property without written consent from the authorize personal. The Contractor shall properly safeguard all equipment, material and work against loss, damage, malicious mischief or tempering by unauthorized persons until acceptance of the work by the Owner.

### **4.05 DEFECTIVE MATERIAL, EQUIPMENT AND WORKMANSHIP**

- (a) Inspection of the work shall not relieve the Contractor of any of his obligations under the contract. Even though equipment, material or work required to be provided under the contract have been inspected, accepted and estimated for payment, the Contractor shall, at his 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 up to the end of the maintenance and guarantee period.
- (b) Any equipment or material brought upon the job site by the Contractor and subsequently rejected by the Engineer as not complying with the requirements of the contract shall be removed immediately by the Contractor.
- (c) If the Contractor shall fail to repair or replace unsatisfactory equipment, material or work or to remove unsatisfactory equipment or material from the job site within 10 calendar days after being ordered to do so by the Engineer, the Engineer, acting on behalf of the Owner, may make the ordered repairs or remove the condemned equipment or material and the Owner will deduct the cost thereof from any moneys due or to become due the Contractor.

### **4.06 CHARACTER OF WORKERS**

None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Engineer, the Contractor or any Subcontractor shall discharge any person who is, in the opinion of the Engineer, incompetent, unfaithful, disorderly or otherwise unsatisfactory and shall not again employ such discharged person on the work except with the consent of the Engineer. Such discharge shall not be the basis of any claim for compensation or damages against the Owner or any of its officers. **All persons employed by the Contractor or subcontractors shall check in with the site security daily. All provisions of County Covid-19 recommendations for construction site safety shall be implemented at all times.**

## GENERAL CONDITIONS (continued)

### 4.07 RUBBISH AND DUST CONTROL

- (a) During the progress of the work, the Contractor shall keep the site of the work and other areas used by him in a neat and clean condition and free from any accumulation of rubbish.
- (b) The Contractor shall at all times conduct his work so as to avoid unnecessary dust. He shall provide adequate equipment and water as determined by the Engineer to be necessary for accomplishment of this objective.

### 4.08 CLEANING UP

The Contractor shall promptly remove from the vicinity of the completed work, all rubbish, unused material, concrete forms, equipment and temporary structures used during construction. Additional clean-up work, if provided in the Special Provisions, shall be performed by the Contractor.

**The site shall be returned to existing function no later than the close of business each day. No storage or parking of vehicles overnight will be allowed. The contractor shall coordinate with the Engineer all details of maintaining the site during the construction work progression.**

### 4.09 GUARANTEE

- (a) Besides guarantees required elsewhere in these contract documents, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the Owner and shall repair and replace any and all such work, together with any other work which may be displaced, that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the Owner, ordinary wear and tear and usual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within seven (7) days after being notified in writing, or in the event of an emergency, the Owner is hereby authorized to proceed to have the defects repaired and make good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.
- (b) The Contractor hereby guarantees that the entire work constructed by him under this contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied by him that becomes evident within the time specified in the Special Provisions after filing the notice of completion of the work by the Engineer, and to restore to full compliance with the requirements of these specifications, including the test requirements set forth herein for any part of the work constructed hereunder, which during said period is found to be deficient with respect to any provision of the specifications. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Engineer. If the Contractor



**GENERAL CONDITIONS (continued)**

- fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor and his surety shall be liable to the Owner for the cost of such work.
- (c) Upon termination of the Contractor's guarantee any manufacturer's guarantees or warranties held by him shall be delivered to the Owner.
- (d) The guarantees and agreements set forth hereinbefore shall be secured by a surety bond which shall be delivered by the Contractor to the Owner before the notice of completion shall be filed by the Engineer. Said bond shall be in an approved form and executed by a surety company or companies satisfactory to the Owner, in the amount of ten percent of the contract price. Said bond shall remain in force for the period specified in the Special Provisions. Instead of providing a surety bond, the Contractor may, at his option, provide for the Faithful Performance Bond furnished under the contract to remain in force for said amount until the expiration of the required period.

## GENERAL CONDITIONS (continued)

### SECTION 5 - PROGRESS AND PAYMENT

#### 5.01 CONTRACT TIME

- (a) Time is of the essence of the contract. The Contractor shall commence work promptly under the contract and all portions of the work shall be prosecuted so that the entire work shall be completed and ready for use within the time stipulated.
- (b) The Contractor may contact the Engineer prior to bid opening with concerns regarding contract time allowed to initiate a re-evaluation. Any adjustments to time allowed will be made prior to bid opening and all decisions are final. All other time extension will be per Section 5.05 of the General Conditions.

#### 5.02 CONTRACT PRICE

**Prior to commencement of the work, the Contractor shall submit a detailed price breakdown of any or all of his bid items for the work contained in lump sum items. Such price breakdown shall include quantities, unit prices, and any other information required in sufficient detail to enable it to be used in preparing monthly progress estimates. In the Schedule for Base Bid Items, under some items, a list of sub-items have been provided for guidance to the Contractor. Similarly under Technical Specifications some Bid Items have been defined through a list. However, these lists are not full and complete. These lists will not be the basis to determine any extra work or change orders.**

#### 5.03 CONSTRUCTION SCHEDULE

Within 15 calendar days after award of the contract, or at such times as may be required by the Engineer, the Contractor shall submit a construction schedule showing the order in which he proposes to carry on the work and the dates when the various parts are to be begun and completed. Such schedule shall take into consideration coordination with other work activities reasonably expected to take place on site while Contractor is performing its work. The schedule shall be subject to the approval of the Engineer and if in his opinion a schedule submitted is inadequate to secure the completion of the work in the time agreed upon, or is otherwise not in accordance with the specifications, he may require the Contractor to submit a new schedule which will insure timely completion of the work.

**The project schedule shall indicate daily work task, building department inspection request scheduling, building department inspection days, any planned building power outages including duration and approximate timing, SCE coordination, and all other critical aspects of the work that may impact building operations, project progression and outside entity coordination details. Any building power outages shall be coordinated with the Tri City Mental Health Authority IT department and the project management staff. The Contractor shall coordinate with the City inspector to complete required inspections.**

## GENERAL CONDITIONS (continued)

### 5.04 OVERTIME WORK

Except as otherwise provided in this Section, the Contractor shall receive no additional compensation for overtime work even though such overtime work may be required under emergency conditions and may be ordered by the Engineer in writing. Additional compensation will be paid the Contractor for overtime work only in the event extra work is ordered by the Engineer and the change order specifically authorizes the use of overtime work, and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

**Working hours for the building are 8:30 am through 5:30 pm. The Contractor shall conform to typical business hours for the duration of the project. If work is to take place beyond the described working hours, the Contractor shall request the schedule adjustment a minimum of two weeks prior to the date. Work outside of the typical business hours shall only take place with prior approval from Tri City Mental Health. Overtime costs for Tri City Mental Health Authority Staff may be back charged to the contractor in the event work extends past typical operating hours for the building.**

### 5.05 EXTENSION OF TIME

- (a) The Contractor may be entitled to an extension of contract time (1) if the work has been suspended by the Owner, in whole or in part; or (2) where weather or other circumstances occur which delay progress and which are clearly beyond the control of the Contractor; provided that, in either case, the Contractor is not at fault and is not negligent under the terms of the contract. The extension of time allowed shall be as determined by the Engineer.
- (b) To receive consideration, a request for extension of time must be made in writing to the Engineer stating the reason for said request, and provide a schedule analysis outlining the delay to the critical path of the project. Such request must be received by the Engineer within 7 days following the beginning of the delay-causing condition.
- (c) Contractor shall make provision for fifteen (15) calendar days of weather impact to the work contracted for.

### 5.06 FAILURE TO COMPLETE ON TIME

- (a) The Contractor shall pay liquidated damages to the Owner in the amount specified in these General Conditions if he fails to complete the work within the time agreed upon. The period for which said damages shall be paid shall be the number of calendar days from the agreed date of completion as contained in the contract, or from the date of termination of any extension of time approved by the Engineer, to the date the Engineer certifies completion of work to the Owner. The Owner may impose liquidated damages to the Contractor for delays by the fault of the Contractor to any single and or a group of activities on the critical path of the project whether or

### **GENERAL CONDITIONS (continued)**

not the activity(ies) is/are part of the work performed by the Contractor. The Owner may deduct the amount of said damages from any moneys due or to become due the Contractor.

- (b) The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain. Said amount is agreed to be the amount of damages which the Owner would sustain.

#### **5.07 MONTHLY ESTIMATES AND PAYMENTS**

- (a) On or about the 25th of each month, the Engineer will prepare and certify to the Owner, an estimate of the cumulative amount and value of work projected through the end of each respective month. Upon approval of the quantities, an invoice shall be submitted by the last day of the month. All payments will be paid within 30 days from receipt of all documents required for the Engineer to approve the estimate. Except as may otherwise be provided in the Special Provisions, said amount will include 80 percent of the value of all acceptable materials and equipment delivered to the site of the work. Said value will be based on certified copies of paid invoices delivered by the Contractor to the Engineer. To this figure will be added all amounts due or paid the Contractor for performance of extra work in accordance with change orders. From the total computed above, a deduction of 5 percent will be made. Further deductions will be made for: (1) amounts due the Owner for equipment or materials furnished or services rendered; (2) amounts due the Owner under the terms of the contract; (3) amounts of any claims of lien filed with the Owner in accordance with Section 6.02(b), and (4) amounts required to be deducted by federal, state or local governmental authority. From the balance thus determined will be deducted the amount of all previous payments and the remainder shall constitute the monthly payment due the Contractor. The third paragraph of section 9-3.2 of the Standard Specifications for Public Works Construction is hereby deleted.
- (b) The Contractor may elect to receive 100 percent of payments due under the contract from time to time, without retention of any portion of the payment by the Owner, by depositing securities of equivalent value with the Owner in accordance with the provisions of Section 22300 of the Public Contracts Code. Such securities, if deposited by the Contractor, shall be valued by the Owner, whose decision on valuation of the securities shall be final.
- (c) The Engineer's estimate of the monthly payment due the Contractor will not be required to be made by strict measurement and an approximation will suffice. The monthly payments may be withheld or reduced if, in the Engineer's opinion, the Contractor is not diligently or efficiently endeavoring to comply with the intent of the contract or if the Contractor fails to pay his labor and material bills as they become due.

## **GENERAL CONDITIONS (continued)**

- (d) The Contractor shall furnish the Engineer promptly, upon request, all information and records necessary to determine the cost of the work for purposes of estimating monthly payments, including an itemized statement, in a form satisfactory to the Engineer, of the actual cost of all acceptable materials delivered by the Contractor to the site.
- (e) No monthly payment shall be construed as an acceptance of the work or of any portion of the work, nor shall the making of such payment preclude the Owner from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the requirements of the contract.
- (f) In the event the contract is terminated, any funds due the Contractor and retained by the Owner shall become the property of the Owner to the extent necessary to repay to the Owner any excess in the contract price above the cost of the work completed at the time of termination. After issuance of notice to discontinue work, no further payment will be made to the Contractor for the work covered by the notice until completion of the work and final settlement has been made.

### **5.08 UNPAID CLAIMS**

If, upon or before completion of the work, or at any time prior to expiration of the period within which claims of lien or stop notices may be filed for record, any person claiming to have performed any labor or to have furnished any materials, supplies or services toward the performance of this contract, or to have agreed to do so, shall file with the Owner a verified statement of such claim stating in general terms the kind of labor and materials, the value of same and the name of the person to or from whom the same was furnished, together with a statement that the same has not been paid; or if any person shall bring against the Owner or any of its agents any action to enforce such claim or stop notice, the Owner will, until the action is settled, withhold from moneys due to the Contractor an amount sufficient to satisfy the decision of the court together with costs. Dispute resolution for any claim filed in an amount of less than \$375,000 shall be subject to the terms outlined in Public Contract Code Section 20104.

### **5.09 FULFILLMENT OF CONTRACT**

The Contractor shall protect and care for all work until the contract has been fulfilled to the satisfaction of the Engineer, and subsequent acceptance of the work by the Owner.

The Contractor shall remove all rubbish, excess earth and rock, leaving the site in a neat, orderly and presentable condition before the Engineer makes final inspection of the work to determine the fulfillment of the contract.

## GENERAL CONDITIONS (continued)

### **5.10 FINAL ESTIMATE OF PAYMENT**

- (a) When the Engineer is of the opinion that the Contractor has completely performed all work required under the contract, he shall certify to the Owner that the work is complete and shall submit to the Contractor a draft of the final estimate. The Contractor shall submit his written approval of said final estimate within five calendar days after receipt, or, in the event the Contractor disagrees with said final estimate, he shall, within said five day period, file a written statement of all claims which he intends to present. If the Contractor delays more than five calendar days in approving said final estimate or in presenting his own claims, the time for payment shall be extended by the period of such delay.
  
- (b) After acceptance of the work by the Owner and 30 calendar days after recording of the notice of completion, the Owner will pay to the Contractor the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the contract. In the event acceptance of the work is delayed more than 30 calendar days beyond the date of the last partial payment under the contract, the Owner will make a further partial payment in accordance with Section 5.07.
  
- (c) If the Contractor disagrees with the Engineer's final estimate and files a written statement of his claims, the Engineer will issue, as a semi-final estimate, the proposed estimate submitted to the Contractor, and the Owner will make payment to the Contractor in accordance with the provisions of Subsection 5.10(b). The Engineer then will investigate the Contractor's claims, make any revisions to said semi-final estimate as he deems appropriate and certify in writing to the Owner the amount and value of the work performed by the Contractor. The Owner then will make final payment to the Contractor in accordance with the provisions of Subsection 5.10(b).

### **5.11 FINAL PAYMENT TERMINATES LIABILITY OF OWNER**

The acceptance by the Contractor of the final payment shall be a release of the Owner and its agents from all claims of and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any person relating to or affecting the work.

### **5.12 NOTICE OF COMPLETION**

As required by the California Civil Code Section 3093, and within ten calendar days after date of acceptance of the work by the Owner's governing body, the Owner will file, in the County Recorder's Office, a Notice of Completion of the work.

## **GENERAL CONDITIONS (continued)**

### **5.13 EXTRA WORK**

- (a) If, during the performance of the contract, it shall, in the opinion of the Engineer, become necessary or desirable for the proper completion of the contract to order work done or materials or equipment furnished which, in the opinion of the Engineer, are not susceptible of classification under the bid items, the Contractor shall do and perform such work and furnish such materials and equipment as "extra work". All extra work shall be ordered in writing before it is started.
- (b) Extra work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Engineer and the Contractor before the extra work shall be ordered.
- (c) Extra work and materials furnished by the Contractor may be paid for at actual necessary costs of materials, supplies, labor, Federal Social Security taxes, State Unemployment Insurance contributions, Worker's Compensation Insurance, plus fifteen percent (15%) to cover profit and all other expenses.

### **5.14 ADDITIONAL WORK**

If it shall be necessary, in the judgment of the Engineer and because of conditions disclosed after a partial performance of the work which did not appear and could not with reasonable diligence and cost be ascertained in advance or in any contingency which reasonable care and consideration could not foresee, to drive piles, make additional excavations and backfills, furnish and place additional labor, concrete reinforcement for pipes, reinforcing steel, special pipe joints, ductile iron pipe, ductile iron soil pipe, reinforcing materials of any nature, cement, or other materials, or to place a cradle to support the pipe laid, or fill the trench with good earth, sand, crushed stone or gravel because of a soft, wet or spongy condition in the bottom of said trench rendering it unsatisfactory as a bed for the pipe, said additional work and materials required by said Engineer shall be furnished and performed by the Contractor and shall be paid for under the contract at the unit prices set forth in said contract provided that this shall apply only where unit prices for additional work are included in the proposal.

### **5.15 INVESTMENT OF AMOUNTS WITHHELD**

At the request and at the expense of Contractor, amounts withheld under this contract, pending satisfactory completion of it, shall be invested by the Owner in certificates of deposit or other securities, in accordance with Section 22300 of the Public Contracts Code.

## GENERAL CONDITIONS (continued)

### SECTION 6 - LEGAL RESPONSIBILITY, SAFETY, BONDS AND INSURANCE

#### 6.01 RESPONSIBILITY OF CONTRACTOR

- (a) The work shall be under the Contractor's responsible care and charge. The Contractor shall bear all loss and damage whatsoever and from whatever cause, except that caused solely and exclusively by the fault or negligence of the Owner which may occur on or to the work during the fulfillment of the contract. If any loss or damage occurs, the Contractor shall immediately make good any such loss or damage and in the event of the Contractor refusing or neglecting so to do, the Owner may itself or by the employment of some other person make good any such loss or damage and the cost and expense of so doing shall be charged to the Contractor.
- (b) The Contractor alone shall at all times be responsible for the safety of his and his Subcontractor's employees and for his and his Subcontractor's plant and equipment and the method of prosecuting the work.

#### 6.02 LIABILITY OF CONTRACTOR

- (a) The Contractor shall be liable for all damages and injury which shall be caused to Owner of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract, whether or not such damage or injury be caused by the negligence of the Contractor and whether or not such damage or injury by caused by the inherent nature of the work as specified. This provision shall not be interpreted to require indemnification from the Contractors for the active negligence of the public agency.
- (b) In case any suit or legal proceedings shall be brought against the Owner or the Engineer or any of their officers, agents or employees on account of loss or damage sustained by any person or property as a result of the performance of the work covered by this contract, whether or not such injuries or damage be due to the negligence of the Contractor and whether or not such injuries or damage be caused by the inherent nature of the work as specified, the Contractor agrees to assume the defense thereof and to pay all expenses connected therewith including reasonable attorney's fees and any judgment that may be obtained against the Owner or the Engineer or any of their officers, agents or employees in such suits, and in the event that any lien is placed upon the property of the Owner or the Engineer or any of their officers, agents or employees, as result of such suits, the Contractor agrees to at once cause the same to be dissolved and discharges by giving bond or otherwise. This provision shall not be interpreted to require indemnification from the Contractor for the active negligence of the public agency.



## **GENERAL CONDITIONS (continued)**

### **6.03 LAWS, REGULATIONS AND PERMITS**

- (a) The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law, ordinance, rule or regulation, he shall promptly notify the Engineer in writing and any necessary changes shall be made by instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving such notice to the Engineer, the Contractor shall bear all cost arising therefrom.
- (b) Unless otherwise specified herein, permits and licenses which are necessary only for and during the prosecution of the work and the subsequent guaranty period thereafter shall be secured and paid for by the Contractor while those permits and licenses of regulatory agencies which are necessary to be maintained after the completion of the guaranty period of the contract will be secured and paid for by the Owner.

### **6.04 PATENTS AND COPYRIGHTS**

The Contractor shall hold harmless, indemnify and defend the Owner and Engineer, their officers, agents and employees against all claims of liability arising from the use of any patented or copyrighted design, device, material or process, furnished, or used by him or any of his Subcontractors in the performance of the work.

### **6.05 PERMITS AND LICENSES**

Unless otherwise provided in the Special Provisions, the Contractor shall obtain at this own expense all permits and licenses required for prosecution of the work and shall pay all taxes properly assessed against his equipment or property used in connection with the work. Contractor shall obtain a City of Pomona Business License.

### **6.06 SALES AND USE TAXES**

The Contractor shall pay all sales and use taxes assessed by federal, state or local authorities on materials furnished by the Contractor in the performance of the work.

### **6.07 LABOR DISCRIMINATION**

Contracts for work under this proposal will obligate the Contractors and subcontractors not to discriminate against any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or application for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex.

## GENERAL CONDITIONS (continued)

### **6.08 WAGE DETERMINATIONS**

- (a) As required by the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies will be made available to any interested party upon request. The Contractor shall post a copy of such determination at each job site.
- (b) The Contractor shall, as penalty to the Owner, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by the Contractor or by any Subcontractor under him.
- (c) In accordance with the provisions of the California Labor Code, the Contractor shall secure the payment of compensation to his employees.

Prevailing wage rates information is also available from the Director of the Department of Industrial Relations' website at "<http://www.dir.ca.gov/dlsr/PWD/index.htm>".

### **6.09 APPRENTICES ON PUBLIC WORKS**

The Contractor shall comply with all applicable provisions of the California Labor Code relating to employment of apprentices on public works.

### **6.10 WORKING HOURS**

The Contractor shall comply with all applicable provisions of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the Owner, forfeit \$50.00 for each worker employed in the execution of the contract by the Contractor or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1 1/2 times the basic rate of pay.

## GENERAL CONDITIONS (continued)

### 6.11 PUBLIC SAFETY AND CONVENIENCE

- (a) The Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public staff and visitors of the project site. Adequate protection of persons and property in the vicinity of the work shall be the contractor's responsibility. No street shall be closed to the public without first obtaining permission of the Engineer and proper government authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Toe boards shall be provided to retain excavated material if required by the Engineer or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets and other drainage facilities. Impact to parking stalls shall be minimized during the course of work. All temporary closures of parking stalls shall be requested in writing at least ten (10) days in advanced and approved by the Engineer prior to the requested date of closure. Failure to obtain prior approval will result in prohibition of the requested closure.
- (b) ~~A traffic control plan, when required by the Engineer, shall be submitted at the preconstruction meeting. Traffic control shall be per California M.U.T.C.D., Latest Edition. The Contractor shall provide adequate barricades, signs, warning lights, watchmen and flagmen as required, in the opinion of the Engineer and agency having jurisdiction, to protect the work and the safety of the public. Warning lights using inflammable liquids will not be permitted. Only electrically operated warning lights will be approved for use. Warning lights shall operate from sunset to sunrise. Barricades shall be painted to increase their visibility at night.~~
- (c) ~~NO PARKING signs with specific time frames shall be supplied and posted by the Contractor 48 hours prior to start of work. The Contractor shall notify the City of Pomona Police Department of such restrictions.~~

### 6.12 TRENCH EXCAVATION

Prior to excavating or digging trenches or other excavations that extend deeper than four feet below the surface:

- (a) The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
  - (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

## **GENERAL CONDITIONS (continued)**

- (2) Subsurface or latent physical conditions at the site differing from those indicated.
  - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) That the Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
  - (c) That, in the event that a dispute arises between the Owner and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

Prior to excavating any trench five feet or more in depth the Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety, the plans shall be prepared by a Civil Engineer registered in California. In no case will the Contractor be permitted to use a shoring, sloping or other protection system less effective than that required by said Orders. Nothing contained herein shall be construed to impose a tort liability upon the Owner, Engineer or any of their officers, agents or employees.

### **6.13 CONCRETE FORMS, FALSEWORK AND SHORING**

The Contractor shall comply with the requirements of CAL OSHA, Construction Safety Orders, regarding the design of concrete forms, falsework and shoring and the inspection of same prior to placement of concrete. The Contractor shall employ a Civil Engineer registered in California to prepare design calculations and working drawings of the falsework or shoring system, to inspect such system prior to placement of concrete and to certify in writing that the false work or shoring system complies with the design and that the materials and workmanship are satisfactory for the purpose intended.

## **GENERAL CONDITIONS (continued)**

### **6.14 SANITARY PROVISIONS**

The Contractor shall provide and maintain sanitary facilities for the use of his employees and those of his Subcontractors necessary to comply with the requirements of state and local health departments.

### **6.15 SAFETY AND HEALTH REGULATIONS**

All work shall be performed in accordance with requirements of the California Division of Industrial Safety, the California Occupational Safety and Health Act and the William Steiger Occupational Safety and Health Act of 1970. The job safety conditions will be the responsibility of the Contractor.

### **6.16 LABOR, MATERIAL AND PERFORMANCE BONDS**

The Contractor shall furnish two bonds each in the amount shown in the Notice Inviting Bids, one as security for the faithful performance of the work and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor on the work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California. Such bonds shall remain in force throughout the period required to complete the work. The bond must be executed by a duly licensed surety company approved by the Owner.

### **6.17 CONTRACTOR NOT RESPONSIBLE FOR DAMAGE RESULTING FROM CERTAIN ACTS OF GOD**

As provided in Sections 7105 of the California Public Contracts Code, the Contractor shall not be responsible for the cost of repairing damaged portions of the work determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the work damaged was constructed in accordance with accepted and applicable building standards and the specifications and drawings.

### **6.18 LIABILITY OF OWNER AND ENGINEER**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer and their officers, Construction Manager, agents and employees against and from all claims and liability arising under or by reason of the contract or any performance of the work but not from the active negligence or willful misconduct of the Owner by the Engineer.

**TECHNICAL SPECIFICATIONS  
& DESCRIPTION OF BID ITEMS**

**Mobilization, Clearing and Grubbing, Traffic Control, BMPs, NPDES, and Final Clean-up**  
**– Bid Item No. 1**

All clearing and grubbing shall conform to the provisions in Section 300-1, “Clearing and Grubbing” of the Standard Specifications.

This Bid Item shall include, but not be limited to, procurement and mobilization of all construction equipment, personnel, approved construction staging area, and preparation of existing ground within the project area. Clearing and Grubbing shall be considered to include grading, furnishing and applying water and any other similar incidental or appurtenant operations that may be required and not otherwise identified in other bid items. Brush and other organic matter shall be removed from the area of the proposed improvements and from any area where soils or construction materials will be stockpiled. This Bid Item includes any and all work required to keep the public right-of way and adjoining properties free of construction debris and silt.

Security of private and public property shall be maintained at all times. The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done. As part of the scope covered in this item, the Contractor shall furnish a list of employees to Tri City Mental Health Authority

The following items of work, in addition to clearing and grubbing, shall be included under the lump sum price bid for this item and no additional compensation will be allowed:

- (a) Mobilization.
- (b) Traffic control.
- (c) Clearing and Grubbing
- (d) NPDES compliance.

No additional amounts shall be paid for erosion control, erosion damage clean-up, removal of debris from the project site, or removal of soil deposited on public streets by construction traffic. Security of private and public property shall be maintained at all times. All required NPDES regulations shall be complied with, including, but not limited to:

- a) Storm or construction generated water containing sediment such as construction waste, soil, slurry from concrete/asphalt concrete saw cutting operations, clean up of concrete transit mixers or other pollutants from construction sites and parking areas shall be retained or controlled on site and shall not be permitted to enter the storm drain system.
- b) Temporary sediment filtering systems such as sandbags, silt fences, stabilized construction entrance, or gravel berms shall be utilized to trap sediment so that only filtered water enters the City’s storm drain system. Proper clean up and disposal of settled sediment and the filtering system shall be the responsibility of the Contractor.
- c) Discharge of concrete transit mixer wash water on to approved dirt areas (sub-grade area designated for new concrete construction, for example) is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.
- d) Plastic or other impervious covering shall be installed where appropriate to prevent erosion of an otherwise unprotected area, along with any other runoff control devices deemed appropriate by the City.

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

- e) Excavated soil stored on the site shall be covered in a manner that minimizes the amount of sediments running into the storm drain system, street, or adjoining properties.
- f) No washing of construction or other industrial vehicles and equipment shall be allowed adjacent to a construction site.
- g) During the rainy season (October 15 to April 15), the Contractor shall keep at the construction site sufficient materials and labor to install temporary sediment filtering systems and other water pollution prevention control measures. These control measures shall be in place and maintained by the Contractor on a daily basis on days when construction is not in progress due to rain.
- h) All costs associated with water pollution control shall be borne by the Contractor. Any expense incurred by the City or Owner to expeditiously respond to storm drain contamination resulting from Contractor's failure to implement water pollution control measures will be charged to the Contractor.
- i) BMPs must conform to the most recent edition of the California BMP Handbook (<http://www.casqa.org/>).
- j) Downstream catch basins must be protected with a combination of gravel bags and permeable fabric. All BMPs in the public right-of-way must be removed by the contractor at the conclusion of the project.

Traffic patterns and property access shall be maintained at all times during construction. All traffic control measures shall conform to the latest edition of the California Manual on Uniform Traffic Control. All construction traffic signage used shall be high intensity and shall be maintained in good condition.

Contractor shall reduce impact to existing parking as much as possible and shall maintain access to Tri City staff. Parking impacts shall be coordinated with the engineer prior to start of work and any changes during work.

The contractor shall provide all flagmen, lights, signs, barricades and any other devices necessary to provide for the public safety and convenience. Contractor shall also be responsible for posting any necessary "No Parking" signs. Under no circumstances shall the signs be posted on trees or city signposts. All costs associated with the above traffic control requirements shall be included in the unit price bid and no additional payments shall be made for this work.

Payment for all items under Mobilization, Traffic Control, Clearing and Grubbing, Final Clean Up, and NPDES compliance shall be on a lump sum basis and no additional compensation will be made thereof. Grading related work not covered in other items shall be paid under this item.



**TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

**Remove Existing Garden Landscape, Plants, Trees, and Amenities identified on the Plans Sheet D1.00 – Bid Item No. 2**

This Bid Item shall include all labor, materials, and equipment required for the removal of existing Garden landscape, plants, trees, and amenities identified and described on the Landscape Plans Sheet D1.00. All demolished items shall become the Contractor's property and responsibility and shall be disposed of properly and in accordance with procedures stated in the Waste Management Planning for Construction and Demolition (C&D) Projects.

The Contractor shall coordinate with the Project Manager prior to removing any items to ensure items to be protected in place or salvaged. The Contractor shall be responsible for the protection of any unidentified utilities and improvements within the limit of demolition work. The Contractor shall repair any damages to the existing public improvements not specified for removal and/or relocation during any construction activities associated with this project. The removal of trees, shrubs, and vegetation shall include stumps, roots 4" and bigger and all organic material. Tree stump grinding shall extend to 1' below grade as specified in Demolition Note 9, Landscape Plans Sheet D1.00.

Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.

**Obtain All Required Business License, Permits, and Coordinate Inspection Scheduling with the City of Pomona – Bid Item No. 3**

This Bid Item shall include all labor materials and equipment required for obtaining permits and scheduling inspections by the City of Pomona. The Contractor shall provide notice of schedule inspections a minimum of 48 hours in advance with the Engineer.

As part of the project schedule, the Contractor shall include estimated inspection days and indicate when request will be submitted to the City. Inspection for key system features shall be scheduled with Tri City staff. It shall be the sole responsibility of the Contractor to complete the coordination. The Contractor shall provide details of all aspects of the coordination work to the engineer.

Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

### **Install All Utility lines identified in the Plans Sheet C1.00 – Bid Item No. 4**

This Bid Item shall include all labor, materials, and equipment required for the installation of all utility lines identified in the Landscape Plans, Sheet C1.00. Before starting work, the Contractor shall pothole point locations of subsurface connections to existing utility lines shown on Landscape Plans. Location of existing utility lines shown is based on record information and shall be the Contractor's responsibility to verify location and depth. The Contractor shall notify the Engineer in writing immediately after identifying potential physical conflicts between existing subsurface installations and the specified work. The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same day with trenches repaired and compacted in accordance with Section 402-1, "Utilities" of the Standard Specifications.

The 4" Acrylonitrile Butadiene Styrene (ABS) sewer pipe shall be installed at a 2% slope with cleanouts and fittings, servicing the Outdoor Sink and shall drain to the existing sewer lateral. The Contractor shall pressure test the line to inspect for leakage. The 1" PVC Water Service pipe shall also service the Outdoor Sink and shall connect to the existing 1" galvanized water line prior to existing backflow. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the utility owner or direction from the Engineer. Valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff. Where protection is required to ensure support of utilities located as shown on the Plans, the Contractor shall, unless otherwise specified, furnish and place the necessary protection at its expense.

Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.

### **Earthwork, General Grading – Excavation, Grading Export/Import as identified on the Plans Sheet L1.20 – Bid Item No. 5**

This Bid Item shall include all labor, materials, and equipment required for Earthwork, General Grading, Excavation, and Grading Export/Import as identified on the Landscape Plans Sheet L1.20. Earthwork of topsoil placement shall include the preparation for and the spreading, densification, cultivation, and raking of topsoil, including fertilization, and conditioning in accordance with Section 801-2, of the Standard Specifications. Excavation slopes shall be finished in conformance with the lines and grades shown on the Landscape Plans. All debris and loose material shall be removed. When completed, the average plane of the slopes shall conform to the slopes indicated on the Plans and no point on the completed slopes shall vary from the designated plane by more than 6 inches measured at right angles to the slope. Where excavation is in rock, no point shall vary more than 2 feet from the designated plane of the slope. In no case shall any portion of the slope encroach so as to interfere with the planned use of the facility in accordance with section 300-2, of the Standard Specifications.

Contractor is responsible to set all grades to ensure positive drainage towards retention swale. All walkways shall have a cross slope of 1% minimum and maximum cross slope of 2%. Running slopes along walks shall have a slope of 5% maximum. All proposed paving surfaces shall meet existing paving surfaces with smooth and continuous transitions and flush along entire edge.

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.

### **Install Irrigation System identified on the Plans Sheets L2.00 through L2.55** **– Bid Item No. 6**

This Bid Item shall include all labor, materials, and equipment required for the installation of the Irrigation System identified on Landscape Plans Sheets L2.00 through L2.55. The Contractor shall identify all irrigation lines and zones. All work on the Irrigation system, including hydrostatic coverage tests, preliminary operational tests of the automatic control system, the backfill, densification of trenches, and other excavations shall be performed after topsoil work and before planting in accordance with Section 801-5, "Irrigation System Installation" of the Standard Specifications.

Pipe fittings shall be installed in accordance with the manufacturer's recommendations specified on Landscape Plans and these Specifications. When requested by the Engineer, the Contractor shall furnish the manufacture's printed installation instructions before pipe installation. During installation of pipe, fittings, valves, and other pipeline components, foreign matter shall be prevented from entering the system. All open ends shall be temporarily capped or plugged during cessation of installation operations. Any existing plant material lost as a result of irrigation system down time shall be replaced in kind by the Contractor.

Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.

### **Construct Garden Landscape and Amenities identified on the Plans Sheet L1.00, L1.50, L1.51, L1.52, and L1.53 – Bid Item No. 7**

This Bid Item shall include all labor, materials, and equipment required for the construction of Garden Landscape and Amenities identified on the Landscape Plans Sheet L1.00, L1.50, L1.51, L1.52, and L1.53. Contractor shall coordinate scheduling, submittals, and work of the various scope sections and scope subsections for subcontractors to ensure an efficient and orderly sequence of installation for construction materials and elements, with provisions for accommodating items to be installed or cured later. Contractor shall provide, furnish, construct and install all applicable items below, but not limited to:

- Contractor shall construct 9' wide decomposed granite paving with aggregate base and the walking path shall be constructed from stabilized decomposed granite. Samples of each shall be provided to be approved by landscape architect prior to delivery – paving area as per the plan
- Contractor shall provide and install 3" of ¾" crushed gravel mulch flush with adjacent decomposed granite paths. Weed cloth should be installed under gravel. - Quantity as per the plans
- Contractor shall construct cobble veneer seat walls per details 16, 17, and 19, Sheet L1.52.- quantity as per the plans
- Contractor shall construct poured in place concrete steps per detail 19, Sheet L1.52. – two each

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

- Contractor shall construct and install metal entry arbor per detail 14, Sheet L1.51 and detail 21, Sheet L1.52. – One each
- Contractor shall construct infiltration swale per details 22, 23, 24, and 26, sheet L1.53. Granite boulders shall also be provided and installed for the swale by Contractor.- Quantity as per the plans
- Contractor shall provide and install granite boulders
  - Medium (18" - 30") –20 EA
  - Small (12" - 18")- 40 EA
- Contractor shall install tree round path with owner's tree rounds to be salvaged during Demolition Plan. – One each
- Contractor shall provide and install 17' Chelsea 5 circuit concrete paver labyrinth per detail 1, Sheet L1.50. – One each
- Contractor shall provide and install 6' Greensites collection bench with intermediate arm rest and with constructed concrete footings for each bench, per details 3 and 10, Sheet L1.50. – Three each
- Contractor shall provide and install 6' Dumor Picnic Table with Umbrella and a concrete pad foundation per detail 8 and 9, sheet L1.50. – One each
- Contractor shall provide and install 8' ADA Compliant Dumor Picnic Table with a stabilized decomposed granite pad as a foundation per detail 9, Sheet L1.50. – One each
- Contractor shall construct 4' x 8' in ground planter boxes, per detail 12, Sheet L1.51.- Eight each
- Contractor shall construct and install raised planter boxes to match existing per detail 13, Sheet L1.51. Three are identified to be salvaged, Four to be constructed, Seven in total to be installed by Contractor.
- Contractor shall install 3/6" x 5 1/2" Sure-Loc Aluminum Edging per detail 5, sheet L1.50.
- Contractor shall provide concrete mow curb - *Length as per the plans*
- Contractor shall provide 48" x 48" cedar wood composter, plus two composter add-on kits. – One each
- Contractor shall provide and install 20'x8' side entry Storage Shed with a 4" thick pour in place concrete foundation pad per detail 12, Sheet L1.51. – One each
- Contractor shall provide and install 8x16 Palram Greenbalance Greenhouse and nature series anchor kit over a constructed 4" thick concrete foundation for the Shade Structure per detail 5 & 6, Sheet L1.50. – One each
- Contractor shall provide and install POLIGON Rek Gable 24'x24' Multi-rib Roof Shade Shelter that would require a deferred approval. It is the Contractor's responsibility to verify before construction of the shade structure, that two (2) copies of each deferred submittal will first be submitted to the architect/engineer-of-record, who will review them and forward them to the building department with notations indicating that the submittals conform to the design of the building. A complete manufacturer's contraction package would be required by the City of Pomona including, but not limited to plans, elevations, sections, details, electrical outlets, and structural specifications. Contractor shall construct 4" thick concrete foundation for the Shade Structure per detail 5 & 6, Sheet L1.50. The Contractor shall also install and provide all amenities under the Shade Structure including the outdoor sink, kitchen cabinet set, and the mobile whiteboard – One each
- Contractor shall provide and install new age Outdoor aluminum gray glass 32" counter and sink- 1 EA

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

- Contractor shall provide and install tubular steel fence per detail 25, sheet L1.53. Contractor shall match existing decorative fence in front of Tri City Health Center. Fence shall include double swing gates at each end of Garden. Contractor shall submit complete shop drawings and calculations for approval. .- Quantity as per the plans
- Contractor shall provide and install tubular Shepherds Hook steel metal fence and gates matching existing fence in front of health center- *As per the plans*
- Contractor shall provide and install Circular benches- *As per the plans*
- Contractor shall provide and install new age 3 piece 64” outdoor kitchen cabinet set – *1 EA*
- Contractor shall provide 94” x 46” Kamello mobile rolling magnetic whiteboard- *1 EA*
- Contractor shall provide and install 2’ tall linear root barrier at edge of sidewalk per planting plan sheet L3.00.-Length as per the plans
- Contractor shall install shepherds hook driveway gates 6’ high to match new fence. .- Quantity as per the plans
- Contractor shall construct 4” thick concrete driveway per detail 5 and 6 sheet L1.50, which shall remain flush with existing sidewalk. .- Quantity as per the plans.

**The list of items noted above are intended to indicate the scope of work covered in this bid item, but in no way shall it be assumed that this is a full and complete list. All work required to complete the improvements as shown on the project plans for the referenced plan sheet shall be inclusive of this bid item but not limited to the listed summary items above. Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.**

### **Install Plants and Trees identified on the Plans Sheets L3.00 through L3.50 – Bid Item No. 8**

This Bid Item shall include all labor, materials, and equipment required for the installation of Plants and Trees identified on the Plans Sheets L3.00 through L3.50. The types, sizes, and quantities of plant materials are shown on the Plans for convenience, however plant material quantities are the contractor’s responsibility to obtain and procure for the completion of the plant plan on sheet L3.00. All plants will be inspected prior to planting, including plants previously approved at the nursery. The Contractor shall be responsible for the condition of all plants, planted or otherwise, until Completion of the work. Planting shall be performed with materials, equipment, and procedure favorable to optimum growth of the plants and in compliance with these procedures. Except noted for specimen planting, all planting shall follow the completion of the irrigation system. The Contractor shall keep all plant material delivered to the Work site in a healthy condition for planting. Plants shall not be allowed to dry out. Bare root stock shall be separated and “heeled in” moist earth or other suitable material. Balled and burlapped plants shall have root ball covered with moist sawdust, wood chips, or other approved material. Contractor shall be responsible for landscape maintenance 90 days after installation. The Contractor shall replace as soon as possible, any plant that shows signs of failure to grow at any time during the contract period or those plants that are injured or so damaged as to render them unstable for the purpose intended. Provide replacement plants of the same type and size and install them per the planting specifications.

Contractor shall provide, furnish, construct and install all applicable items below, but not limited to:

1. Site and soil amendment

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

2. Planting of
  - a. 1 gallon shrubs – Number as per the plans
  - b. 5 gallon shrubs Number as per the plans
  - c. 24” box trees Number as per the plans
  - d. Mulch- Area as per the plans

**The list of items noted above are intended to indicate the scope of work covered in this bid item, but in no way shall it be assumed that this is a full and complete list. All work required to complete the improvements as shown on the project plans for the referenced plan sheet shall be inclusive of this bid item but not limited to the listed summary items above. Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.**

### **Install Site Electrical Components identified on the Plans Sheets SE1.01 through SE1.03 – Bid Item No. 9**

This Bid Item shall include all labor, materials, and equipment required for the installation of all Site Electrical Components identified on the Plans Sheets SE1.01 through SE1.03. Contractor shall coordinate conduit installation with other trades to avoid conflict. Contractor shall install raceway systems listed on Sheet SE1.01. Contractor shall mount and support all light fixtures in accordance with OSHA Standards and All National and Local Electric Codes. The Contractor shall be responsible for all conduits, J-Boxes, and circuit connections required to complete and operate the system. Contractor shall be responsible to obtain the necessary inspections. The Contractor shall furnish all shop drawings for electrical component assemblies and have these items approved by Engineer prior to any commencement of placing orders or performing any rough-in work.

Contractor shall provide, furnish, construct and install all applicable items below, but not limited to:

1. Installation of raceway systems – one each
2. Installation of 3 security light fixtures and outlets – three each
3. Provision of duplex outdoor outlet – one each

**The list of items noted above are intended to indicate the scope of work covered in this bid item, but in no way shall it be assumed that this is a full and complete list. All work required to complete the improvements as shown on the project plans for the referenced plan sheet shall be inclusive of this bid item but not limited to the listed summary items above. Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.**

### **Construct ADA Curb Ramp per SPPWC 111-5, Type 1 – Bid Item No. 10**

This Bid Item shall include all labor, materials, and equipment required for the construction of the ADA Curb Ramp per SPPWC 111-5, Type Per Plan. The Contractor shall furnish all incidental work and other services required to construct ADA concrete curb ramps with detectable warning surface, curb, sidewalk, and restoration of any irrigation and drain systems affected by the work as shown on

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

the plans, specified in accordance with these Specifications and Sections 201, 303-1, and 303-5 of the Standard Specifications, except as modified herein.

Sawcut, excavation, removals, haul away, and fill necessary for this bid item shall be included and no additional compensation will be made thereof.

Subgrade shall be prepared in accordance with Section 301-1, "Subgrade Preparation", of the Standard Specifications. The completed subgrade shall be tested for grade and cross-section by means of a template extending the full depth of the section and supported between the side forms. The subgrade and forms shall be thoroughly watered in advance of placing concrete.

Curing Compound shall be Type 1 conforming to the provisions in Section 201-4, "Concrete Curing Materials" of the Standard Specifications.

Detectable warning surface shall be Safety Step TD Ramp Up product (or approved equal) and installed per manufacturer's recommendations. Color of the truncated domes shall be yellow.

All forms shall be set to the true lines and grades as shown on the plans and typical cross-sections. The depth of forms for the gutter shall be equal to the full depth of the structure. Timber forms, if used, shall be surfaced on the side next to the concrete and on the upper edge and shall be of the required size and strength to maintain their rigidity when the concrete is placed. Timber forms on all straight work shall not be less than 1-5/8 inch thickness after being surfaced.

The forms on the front of curbs shall be removed not less than 2 hours or more than 6 hours after the concrete has been placed. All other forms shall remain in place until the concrete is thoroughly set. Forms shall be cleaned thoroughly and coated with light oil before subsequent use, and as often as necessary to prevent the concrete from adhering to them. Warped or rough forms will be rejected. Curb forms shall be held rigidly in place by the use of pairs of iron stakes placed at required intervals so as not to displace the forms. An effort shall be made to space all joints in such a manner so as to create an appearance of uniformity. Expansion joints shall be filled with joint filler strips 1/2-inch thick and shall extend the full width and depth of curb, gutter and sidewalk.

The joint filler strips shall be in one piece, pre-cut to true cross-section and installed true to line and grade and at true angles to the curb and gutter line. Edges of expansion joints shall be rounded with an approved edging tool having a radius not to exceed 1/4-inch and all excess concrete shall be removed from around the joint.

Weakened plane joints for sidewalks shall match adjacent concrete surfaces. Weakened plane joints shall be installed at regular intervals not exceeding 15 feet. Weakened plane joints shall be constructed in accordance with Subsection 303-5.4.3, "Weakened Plane Joints" of the Standard Specifications.

Finishing of concrete items shall conform to Subsection 303-5.5, "Finishing" of the Standard Specifications. A mortar finish will not be allowed or accepted under any circumstances. Exposed concrete surfaces shall be cured in accordance with Subsection 303-5.6 "Curing" of the Standard Specifications.

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

Any new work found to be defective or damaged prior to its acceptance shall be repaired or replaced by the Contractor at no expense to Tri City in accordance with Section 401, "Removal" of the Standard Specifications.

All work specified in this item shall conform to the following Standard Plans for Public Works Construction (SPPWC) and Caltrans Standard Specifications: P.C.C. Curb Ramp (w/ Truncated Dome) and SPPWC Std. Plan No. 111-5 (Type per plans)

Payment for this item shall be per each basis and shall be considered as full compensation for furnishing all tools, labor, equipment, and materials and for doing all the work involved in the removal and replacement of PCC curb ramps, and no additional compensation will be allowed therefore. Failure to meet minimum or maximum slopes, dimensions and other features of the standards will not be accepted and the Contractor shall be responsible for all costs of mitigation to the satisfaction of the City Engineer.

### **Construct BMP Storm Water Filtration Mitigation Areas, per Details on Sheet 2 of Civil Plans – Bid Item No. 11**

This Bid Item shall include all labor, materials, and equipment required for the following but not limited to the construction of:

- BMP Storm Water Filtration Mitigation Areas, per Detail –"A" or "B" on Sheet 2 of Civil Plans.
- 12" x 12" x 18" Grate Basin Open Bottom on BMP media with flow guard FGP – 12 FB

The Contractor shall protect in place surrounding improvements and modify or relocate those improvements conflicting with the proposed locations as shown on the project plans. The Contractor shall furnish material submittals including a mix design for the various features of the BMP permeable areas in accordance with the technical requirements described in the LA County LID Manual (2014). All inlet boxes, filter fabric and PVC pipe shall be included in this bid item at the unit price bid. The mix design shall mimic conventional PCC pavement in terms of compressive strength and also provide adequate voids to allow intended permeable function.

The bottom invert of the excavations shall not be compacted. The Contractor shall perform a function test prior to completing the construction of the infiltration trenches. Any performance differences from the intended design shall be submitted to the Engineer prior to final acceptance of the BMP system. Inclusive of this item shall be all curb cut and modification to existing curb and gutter to facility openings for drainage as intended for function of the systems.

**The list of items noted above are intended to indicate the scope of work covered in this bid item, but in no way shall it be assumed that this is a full and complete list. All work required to complete the improvements as shown on the project plans for the referenced plan sheet shall be inclusive of this bid item but not limited to the listed summary items above. Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.**



## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

### **Demolish Existing Shed – Bid Item No. 12**

This Bid Item shall include all labor, materials, and equipment required for the relocation of existing Shed. Contractor is responsible for any damages to the Shed during the initial and final placement.

The Contractor shall perform a function test prior to completing the construction of the permeable pavement. Any performance differences from the intended design shall be submitted to the Engineer prior to final acceptance of the BMP system.

Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.

### **Modify Parking Lot Landscape Irrigation to Allow Construction of BMPs including Restoration of Plant Material – Bid Item No. 13**

This Bid Item shall include all labor, materials, and equipment required for the modification of the parking lot landscape irrigation system impacted by the proposed improvements. The Contractor shall identify all impacted irrigation lines and zones. Function of the irrigation system shall be returned to planting material not removed as a result of conflicting with the proposed improvements. Any existing plant material lost as a result of irrigation system down time shall be replaced in kind by the contractor.

This bid item includes, but not limited to installation of 2” SCH. 80 PVC sleeve with cap ends for future connections.

**The list of items noted above are intended to indicate the scope of work covered in this bid item, but in no way shall it be assumed that this is a full and complete list. All work required to complete the improvements as shown on the project plans for the referenced plan sheet shall be inclusive of this bid item but not limited to the listed summary items above. Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.**

### **Remove Existing Pavement and Construct Permeable Pavement per Detail C on Sheet 2 of Civil Plans – Bid Item No. 14**

This Bid Item shall include all labor, materials, and equipment required for the saw cutting and removal of Existing Pavement and Construct Permeable Pavement per Detail C on Sheet 2 of Civil Plans.

The Contractor shall protect in place surrounding improvements as shown on the project plans. The Contractor shall furnish material submittals for the various features of the BMP permeable pavement areas in accordance with the technical requirements described in the LA County LID Manual (2014). The mix design shall mimic conventional PCC pavement in terms of compressive strength and also provide adequate voids to allow intended permeable function.

Included in this shall be all new striping, signage and restoration of adjacent striping required to meet marking requires for accessible parking stalls and as noted on the plans. These include but not limited to:

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

- Removal of existing PCC Curb
- Removal of Exist AC Pavement to a depth of 7" below the grade
- Construction of PCC Curb as per SPPWC Std.
- Construction of 3" AC Pavement on 4" Class II base
- Construction of 6" PCC Concrete Curb as per SPPWC Std.
- Removal existing pavement and construct permeable pavement per Det "C" on Sheet 2

**The list of items noted above are intended to indicate the scope of work covered in this bid item, but in no way shall it be assumed that this is a full and complete list. All work required to complete the improvements as shown on the project plans for the referenced plan sheet shall be inclusive of this bid item but not limited to the listed summary items above. Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.**

### **Construct 3' Wide Longitudinal Gutter per SPPWC Std. Plan 122-3, Modified – Bid Item No. 15**

The work included in this Bid Item shall consist of the work described in Section 303-5, "Longitudinal Gutters" of the Standard Specifications, and Section 201-4, "Concrete Curing Compound" of the Standard Specifications.

Excavation necessary for this construction shall be included in this bid item and no additional compensation will be made therefore. Concrete for the construction of sidewalk shall be Portland Cement Concrete Class 520-C-2500.

Curing Compound shall be Type 1 conforming to the provisions in Subsections 201-4, "Concrete Curing Compound" of the Standard Specifications.

Subgrade shall be prepared in accordance with section 301-1 of the Standard Specifications.

Work under this bid item shall include sawcuts and removal of existing asphalt and other improvements necessary to achieve proper joints, compaction of subgrade, form work, construction of new 4 inch thick gutter, materials and restoration of any irrigation and drain systems affected by the work. The locations and areas of the P.C.C. improvements are shown on the plans.

All work specified in these items shall conform to the SPPWC Standard Plan 122-3, Modified per Standard Drawings.

All P.C.C. construction shall match the existing and adjoining patterns of P.C.C. sidewalk, including score lines. Construction of all work in conjunction with these specifications shall conform to the Standard Specifications, latest edition. Brush and other organic matter shall be removed from the area of the proposed improvements and from any area where soils or construction materials will be stockpiled shall also be included.

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

All existing bituminous pavement and existing concrete being joined shall be cut in a clean straight line along the join line by use of concrete cutting saws. Compensation for this requirement shall be considered as included in this bid item, and no additional compensation will be made therefore.

If the edge of any existing concrete to be joined with new work is damaged by the Contractor's operations, the existing concrete shall be again sawcut parallel to the original cut and such additional portion replaced at the Contractor's expense.

If the existing P.C.C. improvements have built up A.C. pavement, the contractor shall remove said A.C. pavement so as to eliminate any elevation differential between surfaces.

Measurement and payment for all work under this item, including labor, equipment and materials, shall be made per the units bid price under each item in the Proposal Form.

### **Install Parking Lot Striping and Signage, per ADA Stall Detail on Sheet 2 of Civil Plans – Bid Item No. 16**

This Bid Item shall include all labor, materials, and equipment required to Install Parking Lot Striping and Signage, per ADA Stall Detail on Sheet 2 of Civil Plans.

Painted pavement traffic striping shall conform to the provisions of Section 210-1.6, "Paint for Traffic Striping, Pavement Markings, and Curb Markers" and be placed in accordance with Section 310-5.6 "Painting Traffic Striping, Pavement Markings, and Curb Markings".

All paint striping and pavement markings and shall conform to the provisions of Section 84-3.01 "Paint Traffic Stripes and Pavement Markings".

The bidder shall perform a site review prior to submitting a bid.

The contractor is required to identify the type, length and location of all striping, markings, and legends and curb paint prior to removal. All striping shall be "cat-tracked" by the Contractor and approved by the Engineer prior to placement of permanent striping. Contractor will be responsible for the removal of the "cat-tracking" if necessary.

All striping and pavement markings work shall be in accordance with the latest edition of the State of California Department of Transportation Standard Plans and the CAMUTCD unless noted otherwise on the plans or contained in these specifications.

All reflective and non-reflective pavement markers shall conform to the provisions of Section 214, "Pavement Markers" and be placed in accordance with Section 312, "Pavement Marker Placement and Removal" of the Standard Specifications.

Payment for pavement striping shall conform to the provisions of section 310-5.6.10, "Measurement and Payment" of the Standard Specifications.

Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.

**TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

**Application of Slurry Seal – Bid Item No. 17**

*This bid item includes crack sealing and the application of Quick Set Emulsion Aggregate Slurry Type I (Cationic) with 2 ½ % (two and a half percent) latex additive to the existing asphalt concrete parking lot.*

**Crack Seal**

*Prior to the beginning of the slurry sealing operation, the Contractor shall crack seal all cracks greater than 1/16 inch in width in accordance with the following specifications.*

*Crack Sealing material shall be RW 306 R sealant and per the following specifications:*

<i>TEST</i>	<i>REQUIREMENT</i>
<i>Pen @ 77 degrees F (D-3407)</i>	<i>25 (+/-5)</i>
<i>Pen @ 115 degrees F (D-3407)</i>	<i>70 max.</i>
<i>Softening Point</i>	<i>210-220 oF</i>
<i>Ductility @ 77 degrees F, 5 cm/min</i>	<i>30 min</i>
<i>Force Ductility</i>	<i>4 max</i>
<i>Resilience</i>	<i>50-60</i>
<i>Brookfield Viscosity @380 degrees F</i>	<i>20-30 poise</i>
<i>Flow @ 140 degrees F</i>	<i>0 max</i>
<i>Flexibility (90 degree bend in 2 sec. over 1 1/8 mandrel. No cracks pass @ 0oF</i>	

**Pavement Preparation for Crack Sealing**

*Vegetation: One week prior to removal, herbicide shall be applied to all vegetation. Removal of vegetation shall consist of routing out cracks this will insure proper vegetation removal from all cracks. Cracks to be cleaned using heat lance at approximately 2800 degrees to destroy any vegetation root, or seed that may be left behind, to prevent any further growth. The heat lance application will also clean out all dirt, sand, debris and moisture.*

*Sealant Application: Sealant shall be applied in prepared cracks at a temperature of approximately 380 degrees Fahrenheit. No more than a 2 ½” wide and 1/16” thick strip of material shall be applied to pavement surface. (Squeegeeing of sealant will not be acceptable due to the inability to consistently meet required configuration). Any excess sealant material to be removed from asphalt surfaces.*

*All cracks greater than 1 inch should be tack coated and filled with hot asphalt concrete and rolled flush with surface.*

**Slurry Seal**

*Subsection 203-5.2 of the Standard Specifications is amended to delete slow set type emulsified asphalt.*

*The latex additive shall be mixed with the emulsion at the plant in accordance with the following:*

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

*Per 100 gallons of Quick-Set Emulsion (CQSI-H), add 2 ½ gallons of Ultrapave 65K or equivalent.*

*Subsection 302-4 of the Standard Specifications is supplemented by the following:*

*Any necessary preparation of existing pavement shall be done by the Contractor. In addition, the Contractor shall thoroughly sweep or clean the surface, to the satisfaction of the Engineer, prior to application of the slurry.*

*Transit-Mix trucks shall not be used.*

*All weighmaster's certificates required by the Standard Specifications or these Special Provisions shall be furnished by the Contractor at no cost to the Agency.*

*The application rate of type I slurry shall be per table 302-4.8.2.2 and as approved or directed by the Engineer.*

*Prior to the beginning of slurry operations, the Contractor shall furnish current licensed weighmaster's certificates indicating the net weight capacity of the aggregate bin of each slurry mixer. Except for partial loads to complete a day's schedule, or for patching, each mixer shall be filled to its rated capacity and the Engineer and the Contractor shall each keep a daily count of the number of loads and/or partial loads applied to the streets by each slurry mixer. Each aggregate bin shall have permanent calibration marks in maximum increments of 2 tons.*

*Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick set mixing operator, a competent driver and sufficient laborers for any handwork, cleanup and barricading.*

*Streets having inverted shoulders shall be sealed to the outer edge of the existing shoulders. Spreaders to be used for this operation shall meet the approval of the Agency. Adjacent passes shall not overlap more than 12 inches.*

**Contractor shall mark on adjacent curbs with chalk the locations of all manholes and valves with specific designations for each.**

*At least 10 working days prior to commencing work, the Contractor shall submit a spreading schedule to the Agency for approval.*

*All trucks which the Contractor proposes to use that exceed the legal load limit when loaded will be required to have overweight permits from the Agency.*

*The Contractor shall supply the Engineer with licensed weighmaster's certificates of weight for all aggregates delivered to the job during the course of each day. Aggregate so certified as being delivered for use in the contract shall be used only in the slurry mixture, or when approved by the Engineer, may at no cost to the Agency be spread over freshly applied slurry to prevent tracking or damage to the slurry as required in the Standard Specifications. The Contractor shall also present weighmaster's certificates for the amount of such aggregate remaining unused at the completion of the contract. Payment shall be determined by deducting the amount of unused aggregate from the*

## **TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

*total amount of aggregate delivered, all as shown on the licensed weighmaster's certificates and shall be confirmed by multiplying the number of loads spread by each slurry mixer times the net weight capacity of each mixer as determined by the weighmaster's certificates.*

*Adjustment shall be made in the calculations for partial loads and the quantity of aggregate used to prevent tracking shall be deducted when determining the two quantities. If there is an unaccountable difference between the two quantities, final payment will be determined by the method showing the lesser amount of aggregate used. The Contractor will be required to work around all existing utility facilities and seal up to said facilities. During sealing operations, the Contractor shall cooperate with the owners of any utility covers and shall cover and completely protect said covers with heavy plastic or other suitable material. The Contractor shall exercise care to prevent slurry from being deposited on concrete surfaces and shall remove slurry from surfaces not designated to be sealed.*

*This Bid Item shall also include any and all work required to keep the public right-of-way, adjoining properties and downstream drainage improvements free of construction debris and silt. All required NPDES regulations shall be complied with.*

*No additional amounts shall be paid for erosion control, erosion damage clean up, removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.*

*NPDES and erosion control requirements. All required NPDES regulations shall be complied with, including, but not limited to:*

- 1. Storm or construction generated water containing sediment such as construction waste, soil, slurry from concrete/asphalt concrete saw cutting operations, cleanup of concrete transit mixers or other pollutants from construction sites and parking areas shall be retained or controlled on site and shall not be permitted to enter the storm drain system.*
- 2. Temporary sediment filtering systems such as sandbags, silt fences, stabilized construction entrance, or gravel berms shall be utilized to trap sediment so that only filtered water enters the City's storm drain system. Proper clean up and disposal of settled sediment and the filtering system shall be the responsibility of the Contractor.*
- 3. Discharge of concrete transit mixer wash water on to approved dirt areas (sub-grade area designated for new concrete construction, for example) is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.*
- 4. Plastic or other impervious covering shall be installed where appropriate to prevent erosion of an otherwise unprotected area, along with any other runoff control devices deemed appropriate by the City.*
- 5. Excavated soil stored on the site shall be covered in a manner that minimizes the amount of sediments running into the storm drain system, street, or adjoining properties.*
- 6. No washing of construction or other industrial vehicles and equipment shall be allowed adjacent to a construction site.*
- 7. During rain days, the contractor shall keep at the construction site sufficient materials and labor to install temporary sediment filtering systems and other water pollution prevention control measures. These control measures shall be in place and maintained by the Contractor on a daily basis on days when construction is not in progress due to rain.*

**TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

8. *All costs associated with water pollution control shall be borne by the Contractor. Any expense incurred by the City to expeditiously respond to storm drain contamination resulting from Contractor's failure to implement water pollution control measures will be charged to the Contractor.*
9. *BMPs must conform to the most recent edition of the California BMP Handbook ([www.cabmphandbooks.com](http://www.cabmphandbooks.com))*
10. *Downstream catch basins must be protected with a combination of gravel bags and permeable fabric. All BMPs in the public right-of-way must be removed by the Contractor at the conclusion of the project.*

**Contractor shall provide adequate staff to ensure proper traffic control is in place at all times. As well contractor's staff shall contact residents whose vehicles are parked in driveways or on the street and ask them to relocate their vehicles prior to commencing slurry seal operations on any street.**

**Contractor shall schedule work and provide windows for access such that access to any given property is restricted at most six hours (one day) total during the duration of the project. Costs to split streets, slurry "windows" or other methods necessary to comply with this requirement shall be included in the unit price bid.**

**Contractor shall be responsible for the protection of slurry seal throughout the duration of the project and until acceptance by the City Engineer. Contractor shall also repair any damaged areas to the satisfaction of the Engineer at no cost to the City.**

*This Bid Item shall include all labor, materials, and equipment required for restoration of existing parking lot striping.*

*Painted pavement traffic striping shall conform to the provisions of Section 210-1.6, "Paint for Traffic Striping, Pavement Markings, and Curb Markers" and be placed in accordance with Section 310-5.6 "Painting Traffic Striping, Pavement Markings, and Curb Markings".*

*All paint striping and pavement markings shall conform to the provisions of Section 84-3.01 "Paint Traffic Stripes and Pavement Markings".*

*The bidder shall perform a site review prior to submitting a bid.*

*The contractor is required to identify the type, length and location of all striping, markings, and legends and curb paint prior to removal. All striping shall be "cat-tracked" by the Contractor and approved by the Engineer prior to placement of permanent striping. Contractor will be responsible for the removal of the "cat-tracking" if necessary.*

*All striping and pavement markings work shall be in accordance with the latest edition of the State of California Department of Transportation Standard Plans and the CAMUTCD unless noted otherwise on the plans or contained in these specifications.*

**TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)**

*All reflective and non-reflective pavement markers shall conform to the provisions of Section 214, "Pavement Markers" and be placed in accordance with Section 312, "Pavement Marker Placement and Removal" of the Standard Specifications.*

*Payment for pavement striping shall conform to the provisions of section 310-5.6.10, "Measurement and Payment" of the Standard Specifications.*

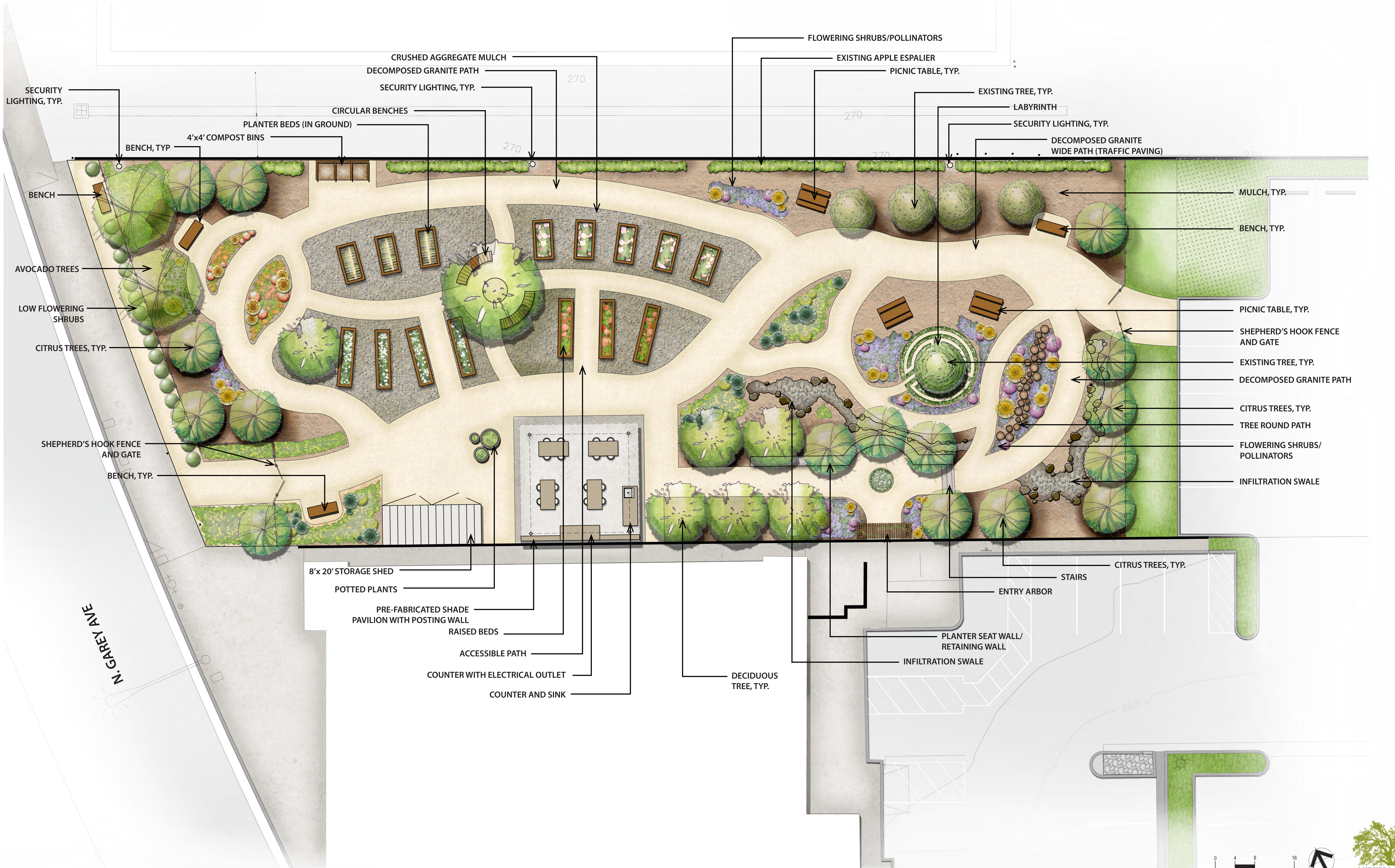
*Payment for this item shall be on a lump sum basis and no additional compensation will be made thereof.*

*The unit price bid for the APPLICATION OF SLURRY SEAL shall include all labor, materials, equipment, and project related costs not listed in any other bid item necessary to provide a complete product acceptable to the City Engineer. Payment shall be made on the basis of the final tonnage of aggregate placed and no additional payment shall be made thereof.*



**APPENDIX A**

**PROJECT PLANS**



**TRI-CITY MENTAL HEALTH CENTER**  
 Concept Design

# TRI CITY MENTAL HEALTH AUTHORITY GARDEN HEALTH CENTER CONSTRUCTION DRAWINGS



**WITHERS & SANDGREN**  
LANDSCAPE  
ARCHITECTURE  
+ PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

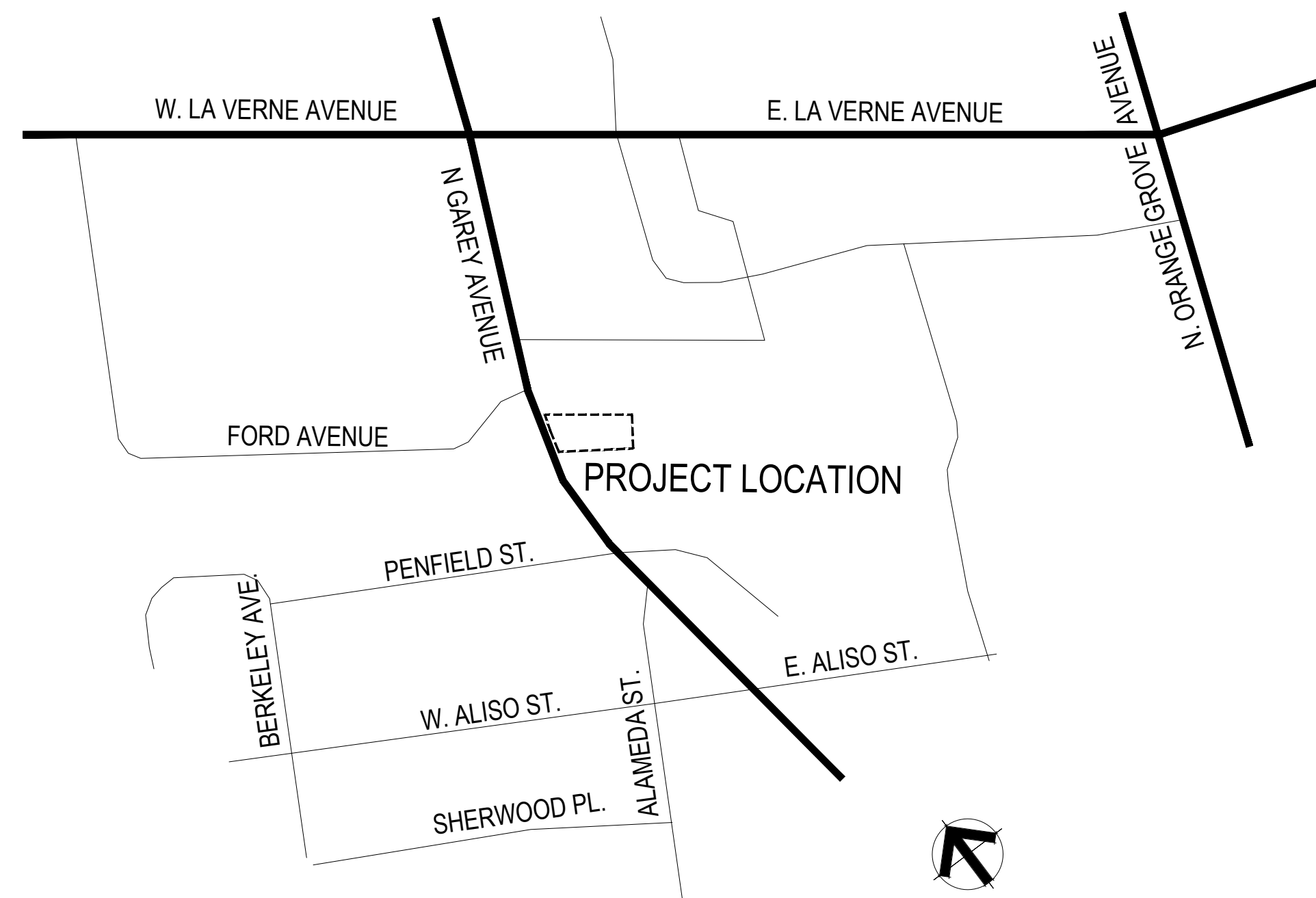
## PROJECT DESCRIPTION

THE PROJECT IS THE CONSTRUCTION OF A NEW WORKING GARDEN TO SERVE THE TRI CITY MENTAL HEALTH AUTHORITY, THE PRIMARY PROVIDER OF OUT-PATIENT MENTAL HEALTH SERVICES AND PROGRAMS FOR THE CITIES OF CLAREMONT, LA VERNE AND POMONA. **THE GARDEN IS NOT OPEN TO THE GENERAL PUBLIC.** THE GARDEN WILL EXPAND THE AVAILABLE PROGRAMMING OF THE AUTHORITY, ALLOWING FOR HANDS ON THERAPEUTIC NATURE RELATED ACTIVITIES. GARDEN AMENITIES INCLUDING A NEW HEALING LABYRINTH, PICNIC TABLES, BENCHES, COBBLE SEAT WALLS, A STORAGE SHED AND GREENHOUSE. THE NEW SHADE STRUCTURE WILL BE DESIGNED TO ACCOMMODATE GARDEN CLASSES, DEMONSTRATIONS AND SOCIAL GATHERINGS. NEW LOW WATER USE PLANTING ALONG WITH CITRUS AND FRUIT TREES WILL BE INCLUDED IN THE GARDEN DESIGN. THE COBBLE-LINED STORM WATER SWALE WILL BE CONSTRUCTED AS A LANDSCAPE FEATURE AND ALLOW FOR INFILTRATION.

## SHEET INDEX:

TS000	PROJECT TITLE SHEET
A1.00	ACCESSIBILITY PLAN
D1.00	DEMOLITION PLAN
C1.00	UTILITY PLAN
L1.00	CONSTRUCTION PLAN
L1.10	HORIZONTAL CONTROL PLAN
L1.20	GRADING PLAN
L1.50 - L1.53	CONSTRUCTION DETAILS
L2.00	IRRIGATION PLAN
L2.50	IRRIGATION LEGENDS
L2.51	IRRIGATION CALCULATIONS
L2.52 - L2.55	IRRIGATION DETAILS
L3.00	PLANTING PLAN
L3.50	PLANTING NOTES & DETAILS
SE1.01	SITE ELECTRICAL PLAN
SE1.02	SITE ELECTRICAL DETAILS
SE1.03	TITLE 24 CALCULATIONS
S.1	ENTRY ARBOR STRUCTURAL PLANS

## PROJECT LOCATION



## GENERAL NOTES

- THIS WORK SHALL BE PERFORMED BY A CALIFORNIA LICENSED CONTRACTOR HOLDING A CURRENT A OR C-27 LICENSE AND MAINTAINING A VALID CITY OF POMONA BUSINESS LICENSE. THE CONTRACTOR SHALL CARRY WORKER'S COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AS REQUIRED BY THE CITY OF POMONA.
- THE CONTRACTOR SHALL ARRANGE AND PAY FOR ALL REQUIRED PERMITS PRIOR TO THE START OF CONSTRUCTION, AND ARRANGE AND PAY FOR ALL REQUIRED DEPUTY OR SPECIAL INSPECTIONS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND ANY SPECIAL REQUIREMENTS OF THE PERMIT. ANY VIOLATION WILL RESULT IN THE STOPPAGE OF ALL WORK UNTIL THE VIOLATION IS CORRECTED.
- ALL WORK SHALL BE PERFORMED ACCORDING TO CBC, CMC, CPC, CEC, ASTM D1557, ASTM D1556, ALL APPLICABLE CITY OF POMONA STANDARDS, COUNTY ORDINANCE, CALIFORNIA ENERGY STANDARDS.
- NO WORK SHALL COMMENCE ON ANY PROJECT UNTIL A PRE-CONSTRUCTION CONFERENCE HAS BEEN HELD WITH THE APPROPRIATE CITY INSPECTION DEPARTMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE PROJECT MANAGER FOR ALL REQUIRED SITE VISITS.
- THESE NOTES SHALL BE USED IN CONJUNCTION WITH THE PLANS AND SPECIFICATIONS, ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER.
- CONTRACTOR SHALL MAKE HIMSELF/HERSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SAID UTILITIES. PRIOR TO THE COMMENCEMENT OF WORK THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (800) 422-4133 FOR LOCATION OF UNDERGROUND UTILITIES.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE SHOWN IN THESE PLANS WAS OBTAINED BY A SEARCH OF AVAILABLE RECORDS. NO CERTIFICATION IS MADE AS TO ACCURACY OR THOROUGHNESS OF THESE RECORDS. APPROVAL OF THESE PLANS BY TRI CITY MENTAL HEALTH AUTHORITY DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF COMPLETENESS, LOCATION, THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE WITHIN THE LIMITS OF THE PROJECT.
- DO NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS, AREA DISCREPANCIES AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE PUBLIC WORKS INSPECTOR AND THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- UPON COMPLETION OF INSTALLATION AND ACCEPTANCE BY THE TRI CITY MENTAL HEALTH AUTHORITY, AN ESTABLISHMENT PERIOD SHALL COMMENCE, AND UPON WRITTEN VERIFICATION FROM THE INSPECTOR THAT ESTABLISHMENT IS ACCOMPLISHED, A 90 DAY MAINTENANCE PERIOD SHALL COMMENCE. SAID MAINTENANCE SHALL CONCLUDE ONLY AFTER VERIFICATION OF LEAF-OUT, FALL COLOR, FLOWER COLOR, OVERALL PLANT HEALTH, AND WITH ACCEPTANCE OF THE IMPROVEMENTS. MAINTENANCE SHALL INCLUDE WEEDING, IRRIGATION, PRUNING, RAISING TREE ROOT BALLS WHICH SETTLE BELOW GRADE, FERTILIZING AND APPLYING SUCH SPRAYS AS ARE NECESSARY FOR PROPER CARE AND UPKEEP. MAINTENANCE ALSO INCLUDES ALL REPAIRS, REPLACEMENT, CLEANING AND ADJUSTING NECESSARY TO KEEP THE IRRIGATION SYSTEM IN GOOD WORKING ORDER WITH PROPER COVERAGE, REQUIRED PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE AUTHORITY.
- CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS AND RUBBISH INCIDENTAL TO THE WORK. ALL CONSTRUCTION DEBRIS SHALL BE CLEARED FROM THE SITE AT THE END OF EACH DAY.
- ALL DEMOLISHED ITEMS SHALL BE DISPOSED OF PROPERLY AND IN ACCORDANCE WITH THE PROCEDURES STATED IN THE WASTE MANAGEMENT PLANNING FOR CONSTRUCTION AND DEMOLITION (C&D) PROJECTS, OF THE BID DOCUMENTS.
- APPLICATION OF ANY CHEMICALS SHALL BE BY STATE LICENSED PERSONNEL. ALL PESTICIDE APPLICATIONS REQUIRE A P.C.A. RECOMMENDATION AND MUST BE APPROVED BY THE PROJECT MANAGER.
- PRODUCTS THAT ARE DESIGNATED BY MANUFACTURER MAY BE SUBSTITUTED BY EQUAL PRODUCTS SUBJECT TO PRIOR APPROVAL OF THE OWNER'S PROJECT MANAGER. SUBSTITUTE AND REQUEST FOR INFORMATION (RFI) SHALL BE SUBMITTED TO THE OWNER FIVE (5) BUSINESS DAYS PRIOR TO BID OPENING. SUBMITTALS RECEIVED AFTER THIS DATE WILL BE DISREGARDED.
- CONSTRUCTION CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE SAFETY OF ALL PERSONS AND PROPERTY IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONALS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
- ALL PLANTING AND IRRIGATION SHALL BE INSTALLED TO THE SATISFACTION OF THE PROJECT MANAGER, OR DESIGNATED REPRESENTATIVE, PRIOR TO ACCEPTANCE OF THE FINAL GRADING APPROVAL.
- CONTRACTOR SHALL PROVIDE PRELIMINARY AND FINAL LIEN RELEASES FROM ALL SUB-CONTRACTORS PRIOR TO FINAL PAYMENT.
- THE LANDSCAPE ARCHITECT SIGNING THESE PLANS IS RESPONSIBLE FOR MEETING ALL APPLICABLE CONDITIONS OF APPROVAL PERTAINING TO LANDSCAPE ARCHITECTURE FOR THIS PROJECT, AND FOR ASSURING THE ACCURACY AND ADEQUACY OF THE WORK HEREON. IN THE EVENT OF DISCREPANCIES ARISING DURING INSTALLATION OF LANDSCAPE IMPROVEMENTS, THE LANDSCAPE ARCHITECT SIGNING THESE PLANS SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION, AND REVISING THE PLANS FOR REVIEW AND APPROVAL BY THE OWNER PRIOR TO INSTALLATION OF LANDSCAPE IMPROVEMENTS.
- THE LANDSCAPE ARCHITECT SIGNING THESE PLANS HAS AGREED TO COMPLY WITH THE CRITERIA AND SPECIFICATIONS OF ORDINANCE #1475 - WATER EFFICIENT LANDSCAPE, AND HAS APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.
- IT IS THE OWNER'S AND THE CONTRACTOR'S RESPONSIBILITY TO REPAIR ALL DAMAGE TO THE EXISTING PUBLIC IMPROVEMENTS DUE TO ANY CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT AND TO ADDRESS ALL REPAIRS REQUESTED BY THE PUBLIC WORKS INSPECTOR BASED ON THE INSPECTOR'S REVIEW OF THE CURRENT CONDITION OF THE SAID PUBLIC IMPROVEMENTS.
- UNDERGROUNDING OF ALL EXISTING AND PROPOSED UTILITY LINES IS REQUIRED AS PER CITY OF POMONA MUNICIPAL CODE SECTION 18-261.
- THE PARKWAY LANDSCAPING SHALL BE MAINTAINED BY THE PROPERTY OWNER PER CITY OF POMONA MUNICIPAL CODE SECTION 46-496.
- THE PROPERTY ABUTTING SIDEWALK, PARKWAY AND ALLEY, AS APPLICABLE, SHALL BE MAINTAINED FREE OF WEEDS, RUBBISH AND REFUSE BY THE PROPERTY OWNER, AS REQUIRED BY THE CITY OF POMONA MUNICIPAL CODE SECTION 18-261.

## CONTACTS

**OWNER:**  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767  
ALEX RAMIREZ, FACILITIES MANAGER  
909-326-4643  
ARamirez@Tricitymhs.org

**LANDSCAPE ARCHITECT:**  
WITHERS & SANDGREN, LTD.  
20948 TULSA STREET  
CHATSWORTH, CA 91311

LACEY WITHERS, PRINCIPAL  
818-291-0200  
lacey@withersandsandgren.com

**IRRIGATION CONSULTANT**  
ARROYO IRRIGATION  
27762 ANTONIO PARKWAY L1-303  
LADERA RANCH, CA 92694

GARRY COLLINS  
818-773-2722 MOBILE  
818-430-7030 OFFICE  
Gcollins@ArroyoIrrigation.com

**CIVIL ENGINEER**  
RKA CONSULTING GROUP  
398 LEMON CREEK DRIVE, SUITE E  
WALNUT, CA 91789

CODY HOWING  
818-594-9702 OFFICE  
818-532-5029 MOBILE  
chowling@rkagroup.com

**WATER PURVEYOR**  
POMONA WATER  
505 S. GARVEY AVE.  
POMONA, CA 91766  
909-620-2241  
ALL PROJECT AREA WATER INCLUDING IRRIGATION IS POTABLE WATER.

## CODE SUMMARY LANDSCAPE TOTALS

<b>CURRENT CODE:</b>	2019 CALIFORNIA BUILDING CODE 2019 CALIFORNIA PLUMBING CODE 2019 CALIFORNIA ELECTRICAL CODE	<b>PROJECT AREA:</b>	15,526 SF	<b>LANDSCAPE PERMEABLE SURFACES:</b>	AREA
<b>PROJECT AREA:</b>	15,618 SF	<b>NON-PERMEABLE SURFACES:</b>		DECOMPOSED GRANITE	2238 SF
<b>STRUCTURES:</b>	AREA OCCUPANCY TYPE HEIGHT	CONCRETE PAD @ SHADE SHELTER	655 SF	DECOMPOSED GRANITE (PATHS)	3752 SF
SHADE STRUCTURE	575 SF U-MISCELLANEOUS V-B 11'-7"	CONCRETE PAD @ GREENHOUSE	238 SF	LABYRINTH (PAVERS SET ON SAND)	128 SF
STORAGE SHED*	160 SF U-MISCELLANEOUS NA 8'-0"	CONCRETE PAD @ STORAGE SHED	160 SF	GRAVEL MULCH @ GARDEN PLOTS	1525 SF
GREEN HOUSE*	128 SF U-MISCELLANEOUS NA 7'-6"	CONCRETE PADS @ PICNIC TABLES	81 SF	COBBLE SWALE	414 SF
		CONCRETE ENTRY DRIVE	278 SF	<b>TOTAL</b>	<b>8057 SF</b>
		MASONRY WALL, BENCHES & STEPS	138 SF		<b>52% SITE</b>
		<b>TOTAL</b>	<b>1550 SF</b>		<b>38% SITE</b>
				<b>PLANTING AREAS (3" MULCH)</b>	<b>5919 SF</b>
				REQUIRED LANDSCAPE AREA	2329 SF
				LIMIT OF NON-MULCH MATERIALS	349 SF

## DEFERRED APPROVALS

**POLYGON SHADE STRUCTURE:** COMPLETE MANUFACTURER'S CONSTRUCTION PACKAGE AS REQUIRED BY THE CITY OF POMONA INCLUDING, BUT NOT LIMITED TO PLANS, ELEVATIONS, SECTIONS, DETAILS, ELECTRICAL OUTLETS AND STRUCTURAL CALCULATIONS.

**TUBULAR STEEL FENCE:** COMPLETE SHOP DRAWINGS AS REQUIRED BY THE CITY OF POMONA INCLUDING, BUT NOT LIMITED TO LAYOUT AND ELEVATIONS, SECTIONS, SPECIFICATION SHEETS FOR ALL HARDWARE AND STRUCTURAL CALCULATIONS.

NOTES: TWO (2) COPIES OF EACH DEFERRED SUBMITTAL WILL FIRST BE SUBMITTED TO THE ARCHITECT/ENGINEER-OF-RECORD, WHO WILL REVIEW THEM AND FORWARD THEM TO THE BUILDING DEPARTMENT WITH NOTATIONS INDICATING THAT THE SUBMITTALS CONFORM TO THE DESIGN OF THE BUILDING.

THE ENGINEER(S) RESPONSIBLE FOR THE DESIGN OF THE DEFERRED SUBMITTAL ITEMS SHALL STAMP AND SIGN THOSE DRAWINGS AND CALCULATION FOR WHICH HE/SHE IS RESPONSIBLE.

SHEET TITLE  
**TITLE SHEET**

OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE  
**TRI CITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER**

DATE									
REVISIONS	1	2	3	4	5	6	7	8	9

DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021

DIAL BEFORE YOU DIG  
DIAL 8-1-1 FROM ANY PHONE OR  
VISIT WEB AT: <http://www.digalert.org/digexpress.asp>

**DIGALERT**

PLAY IT SAFE. DIAL BEFORE YOU DIG!

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

SERVING NINE SOUTHERN CALIFORNIA COUNTIES





**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

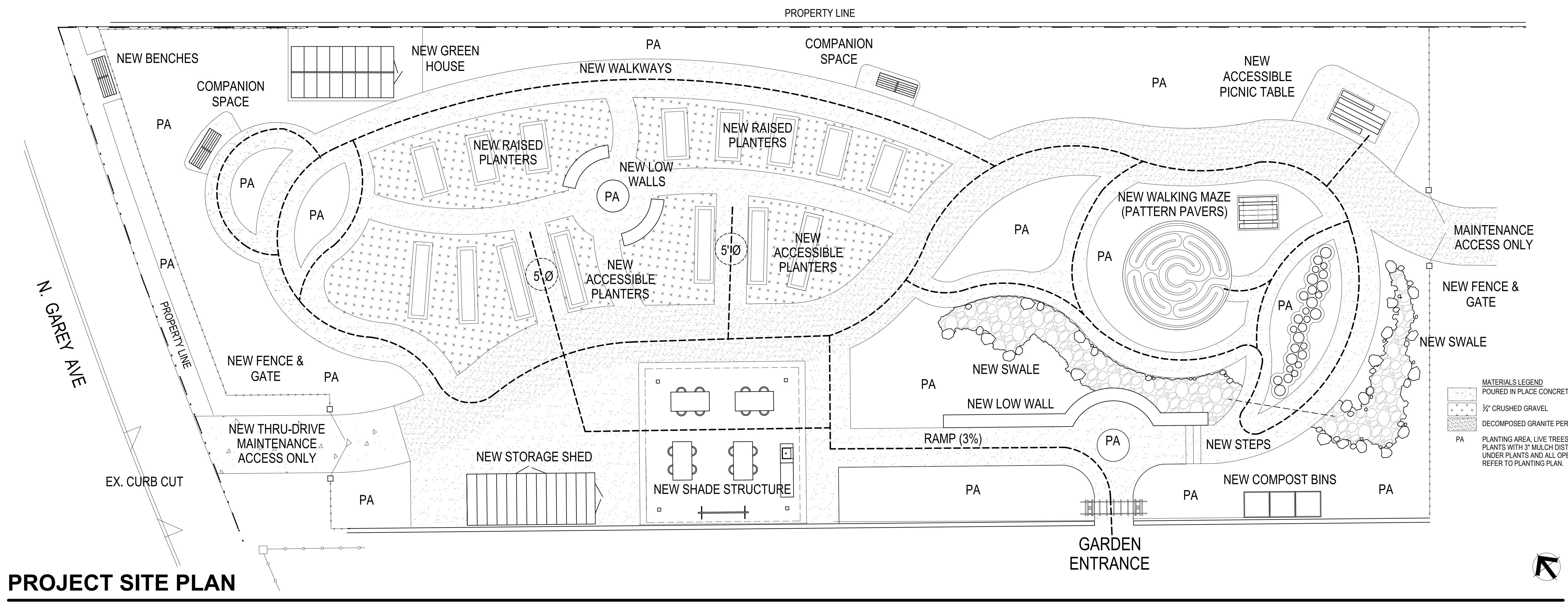
**ACCESSIBILITY PLAN**

OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

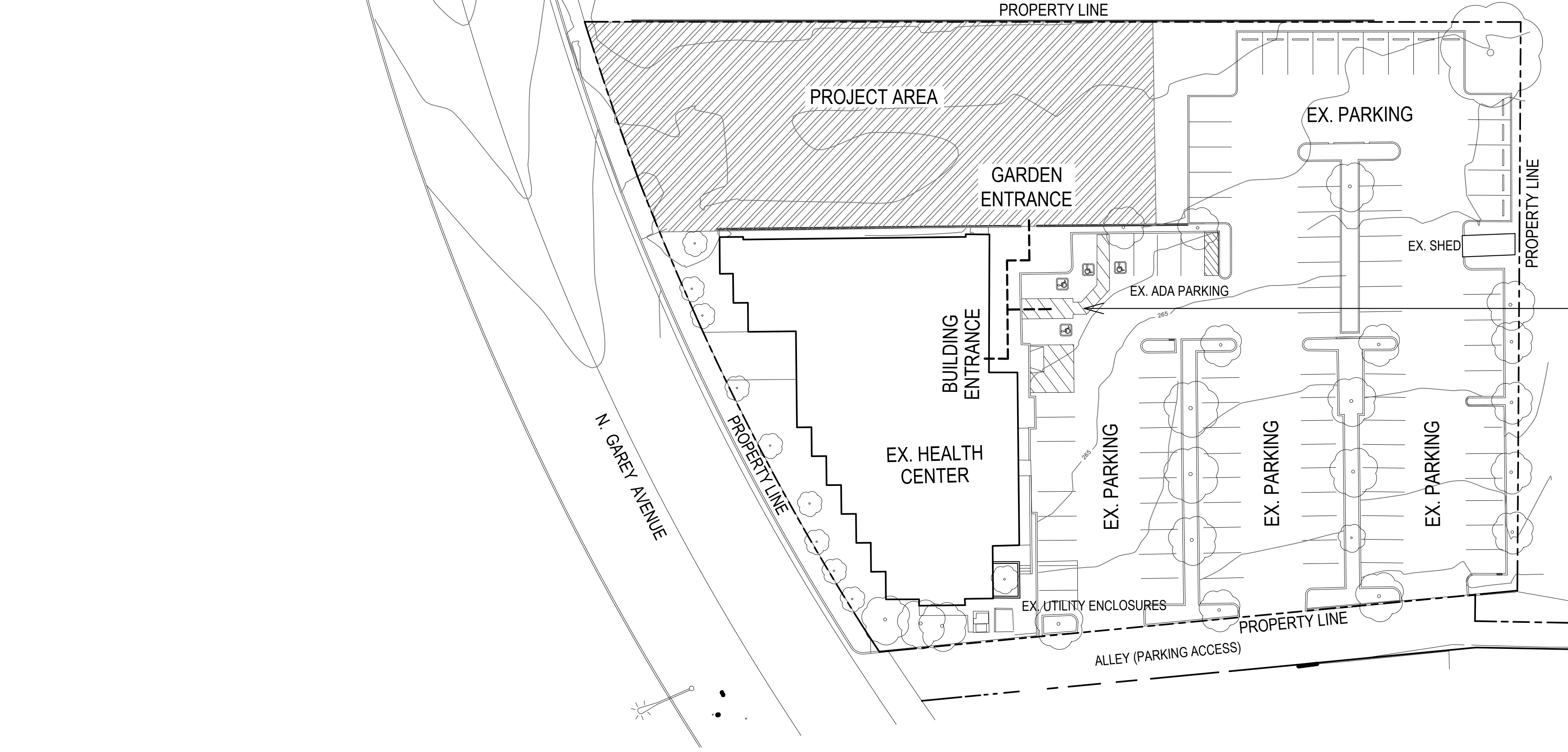
PROJECT TITLE  
TRI CITY MENTAL HEALTH AUTHORITY GARDEN CENTER

REVISIONS	DATE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021



- MATERIALS LEGEND**
- POURED IN PLACE CONCRETE
  - 3/4" CRUSHED GRAVEL
  - DECOMPOSED GRANITE PER DETAIL
  - PA PLANTING AREA, LIVE TREES AND PLANTS WITH 3" MULCH DISTRIBUTED UNDER PLANTS AND ALL OPEN AREAS. REFER TO PLANTING PLAN.



NOTE: UPPER PORTION OF PARKING LOT IS A RECENT EXPANSION. NEW TREES & LANDSCAPING HAVE BEEN ADDED TO THIS AREA.

**ACCESSIBLE PATH OF TRAVEL**

THE BUILDING MAIN ENTRANCE IS FROM THE PARKING LOT AT THE REAR. THE DOORS FACING GAREY AVE. PROVIDE BUILDING EGRESS ONLY FOR SECURITY. FOUR ACCESSIBLE PARKING SPACES ARE LOCATED IN FRONT OF THE BUILDING ENTRANCE. ACCESS TO THE GARDEN IS PROVIDED BY THE EXISTING ADJACENT SIDEWALK.

ALL PATHWAYS WITHIN THE GARDEN PROJECT AREA ARE ACCESSIBLE WITH A MIN. WIDTH OF 4' AND STABILIZED DECOMPOSED GRANITE SURFACING. FOUR RAISED PLANTERS ARE ACCESSED WITH 5' WIDE PATHS TO ACCOMMODATE THE TURNING RADIUS OF A WHEEL CHAIR.

--- ACCESSIBLE PATH OF TRAVEL

**DIG BEFORE YOU DIG**  
DIAL 8-1-1 FROM ANY PHONE OR  
VIA WEB AT: <http://www.digalert.org/digexpress.asp>

**DIGALERT**

PLAY IT SAFE. DIAL BEFORE YOU DIG!

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

SERVING NINE SOUTHERN CALIFORNIA COUNTIES



**WITHERS & SANDGREN**  
LANDSCAPE  
ARCHITECTURE  
+ PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

**DEMOLITION PLAN**

SHEET TITLE

OWNER

TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE

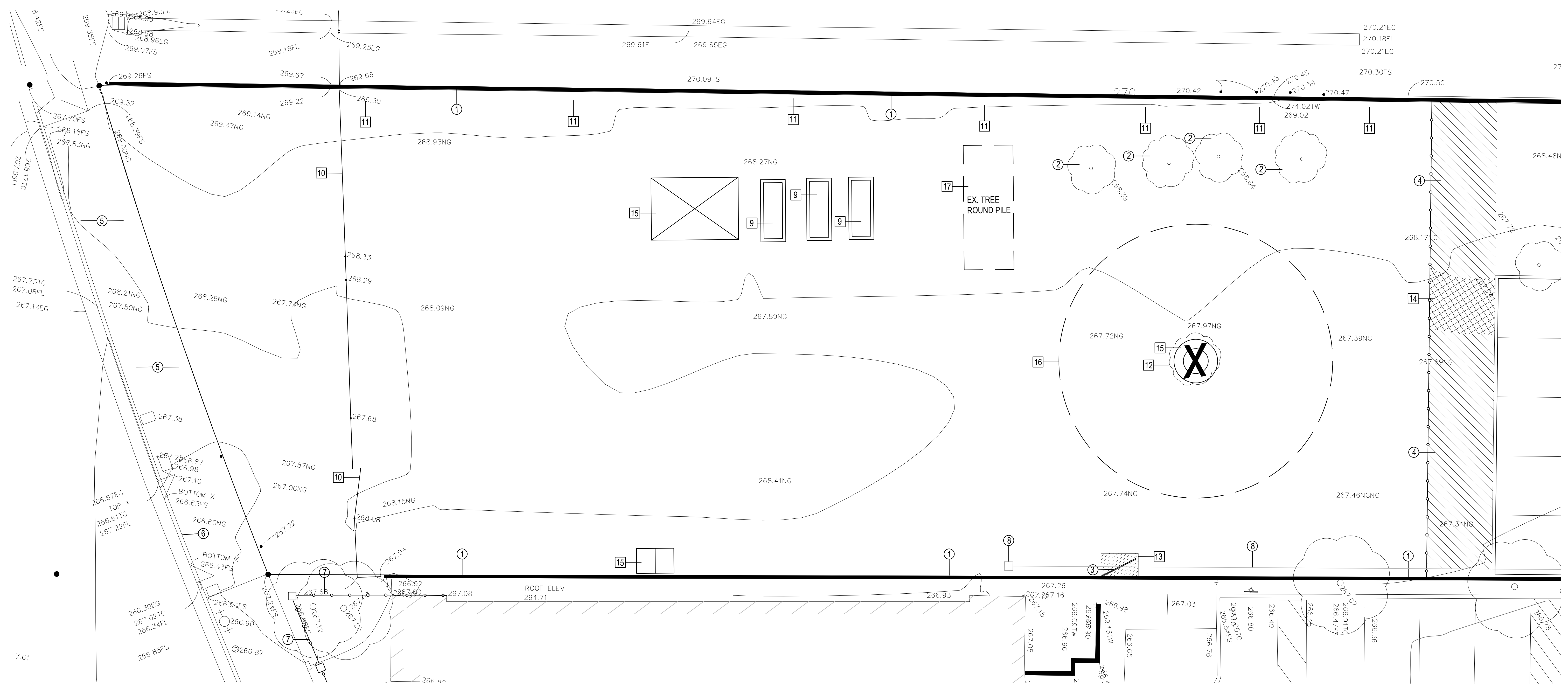
TRI CITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER

REVISIONS

DATE

1	2	3	4	5	6	7	8

DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021



**DEMOLITION LEGEND**

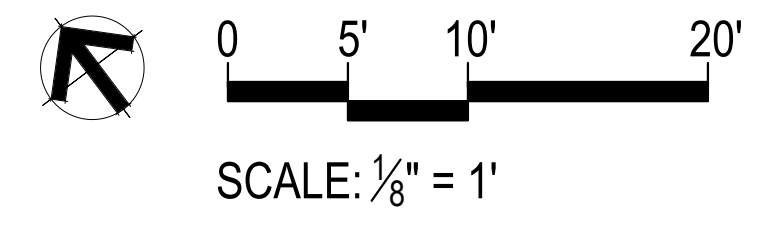
- ① — CMU WALL ON PROPERTY LINE, PROTECT IN PLACE
- ② — EXISTING TREE, PROTECT IN PLACE
- ③ — EXISTING ENTRY GATE, PROTECT IN PLACE
- ④ — NOT USED
- ⑤ — EXISTING SIDEWALK, PROTECT IN PLACE
- ⑥ — EXISTING DRIVEWAY APRON AND SIDEWALK, PROTECT IN PLACE
- ⑦ — EXISTING FENCE, PROTECT IN PLACE
- ⑧ — EXISTING UTILITIES, PROTECT IN PLACE
- ⑨ — EXISTING RAISED PLANTER BOXES TO BE SALVAGED AND STORED FOR REINSTALLATION IN NEW PLAN. REFER TO CONSTRUCTION FOR NEW LOCATIONS. TOTAL: 3
- ⑩ — REMOVE EXISTING CHAIN LINK FENCE, GATE, POSTS AND FOOTINGS. HAUL FROM SITE AND RECYCLE IF POSSIBLE.
- ⑪ — REMOVE ESPALIERED APPLE TREES ON WALL. SEE NOTES.
- ⑫ — REMOVE EXISTING TREE. SEE NOTES.
- ⑬ — REMOVE EXISTING CONCRETE PAD, HAUL FROM SITE AND DISPOSE OF PROPERLY.
- ⑭ — REMOVE EXISTING PLANTING FOR NEW DRIVEWAY. ADJUST EX. IRRIGATION TO PROVIDE COMPLETE COVERAGE OF REMAINING PLANTINGS.
- ⑮ — REMOVE EXISTING SITE FURNITURE AND RETURN TO TRI CITY AUTHORITY
- ⑯ — REMOVE EXISTING COBBLE LABYRINTH, AND GRADE PER GRADING PLAN
- ⑰ — SALVAGE AND STORE TREE ROUNDS FOUND ON SITE TO BE UTILIZED IN TREE ROUND PATH, SEE CONSTRUCTION PLAN

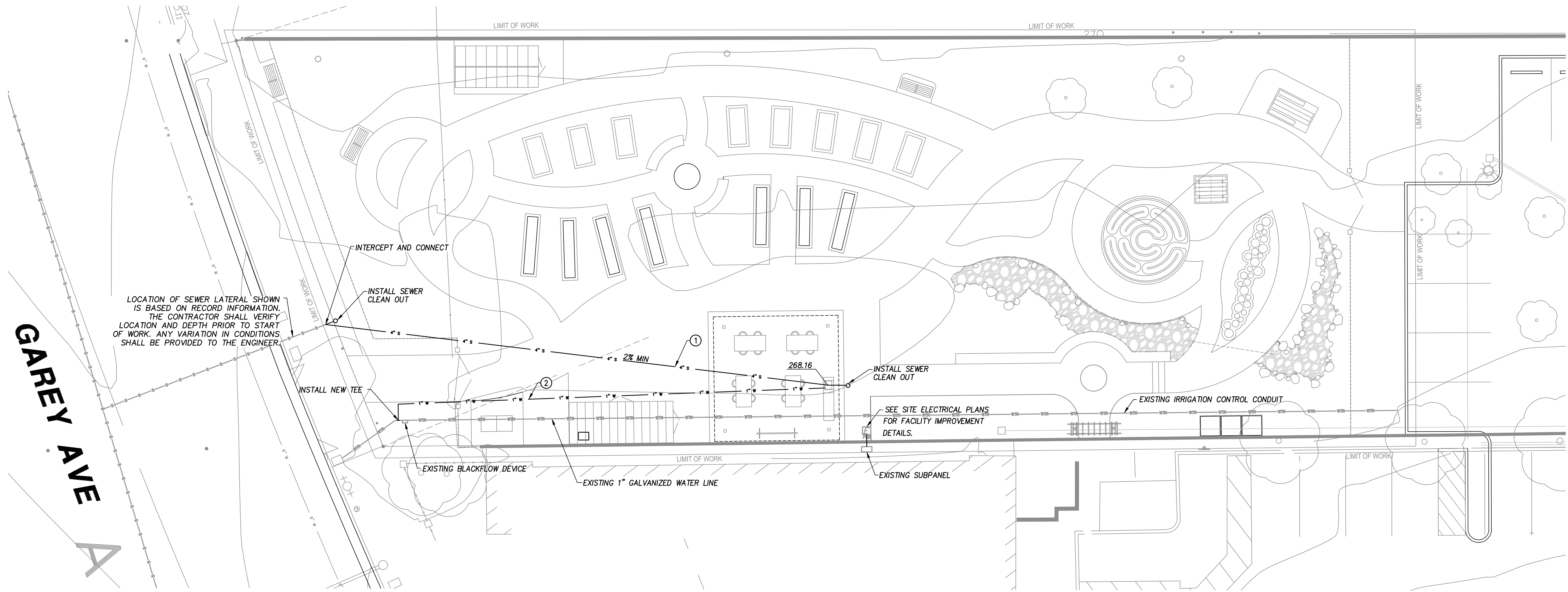
- — PROTECT IN PLACE
- — DEMOLISH

- EXISTING CONCRETE TO BE REMOVED, LEGEND ITEM 12
- EXISTING PLANTING, PROTECT IN PLACE, LEGEND ITEM 4
- EXISTING PLANTING, TO BE REMOVED, LEGEND ITEM 13

**SITE CLEARING AND DEMOLITION NOTES:**

1. LIMIT OF WORK IS DEFINED AS SHOWN ON DRAWING. DAMAGE SUSTAINED DURING CONSTRUCTION SHALL BE REPAIRED IMMEDIATELY TO THE SATISFACTION OF TRI CITY MENTAL HEALTH AUTHORITY AT NO ADDITIONAL COST.
2. CONTRACTOR TO WALK THE SITE WITH THE PROJECT MANAGER PRIOR TO REMOVING ANY ITEMS TO ENSURE ITEMS TO BE PROTECTED IN PLACE OR SALVAGED.
3. EXISTING HOSE BIBS AND WATER LINES TO BE CAPPED OR ADJUSTED AS NEEDED FOR NEW DESIGN.
4. CONTRACTOR TO CLEAR THE SITE WITHIN THE LIMIT OF WORK AREA OF ALL DEBRIS INCLUDING ANY CONSTRUCTION RUBBLE, TRASH, AND GRAVEL. HAUL FROM THE SITE AND DISPOSE OF PROPERLY.
5. ALL NATURAL STONE BOULDERS AND COBBLES LARGER THAN 12" IN DIAMETER FOUND ON SITE WILL BE RELOCATED AND USED AS PART OF NEW INSTALLATION. STOCKPILE FOR FUTURE PLACEMENT.
6. BEFORE THE START OF THE PROJECT CONTRACTOR AND PROJECT MANAGER TO DETERMINE A SECURE LOCATION ON SITE FOR ALL SALVAGED MATERIALS.
7. THE CONTRACTOR SHALL VISUALLY VERIFY THE LOCATION OF EXISTING SURFACE STRUCTURES AND CONFIRM WITH TRI CITY MENTAL HEALTH AUTHORITY WHETHER THEY SHALL REMAIN OR BE DEMOLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY UNIDENTIFIED UTILITIES AND IMPROVEMENTS WITHIN THE LIMIT OF WORK.
8. ANY DAMAGE THAT OCCURS AS A RESULT OF DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR AT NO ADDITIONAL COST TO TRI CITY MENTAL HEALTH AUTHORITY.
9. REMOVAL OF TREES, SHRUBS AND VEGETATION SHALL INCLUDE STUMPS, ROOTS 4" AND BIGGER, AND ALL ORGANIC MATERIAL. GRIND TREE TRUNKS TO 1' BELOW GRADE.
10. CLEAR AND GRUB ENTIRE SITE PER SPECIFICATION, EXCEPT WHERE NOTED. REMOVE DEBRIS AND HAUL FROM SITE AND DISPOSE OF PROPERLY.
11. ALL APPROPRIATE BMPs, INCLUDING DUST CONTROL MEASURES SHALL BE USED DURING DEMOLITION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH DEMOLITION AND DISPOSAL OF ALL SITE MATERIALS AS REQUIRED BY PRIVATE, LOCAL AND STATE JURISDICTIONS.

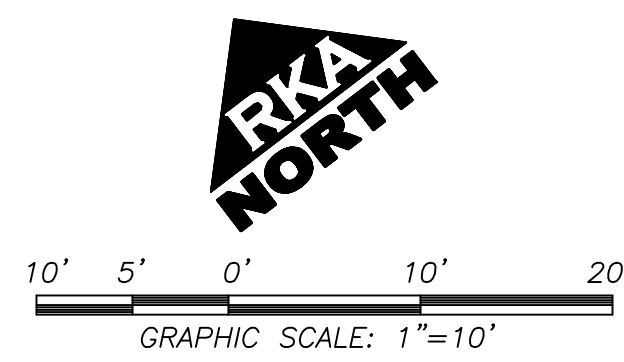




LOCATION OF SEWER LATERAL SHOWN IS BASED ON RECORD INFORMATION. THE CONTRACTOR SHALL VERIFY LOCATION AND DEPTH PRIOR TO START OF WORK. ANY VARIATION IN CONDITIONS SHALL BE PROVIDED TO THE ENGINEER.

**CONSTRUCTION NOTES**

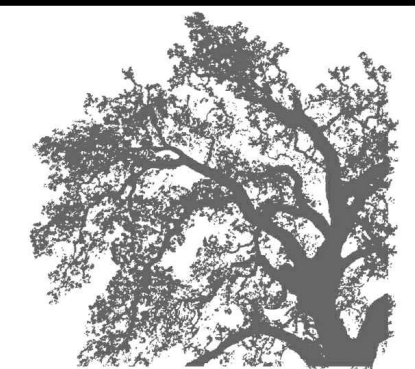
- ① INSTALL 4" ABS SEWER AT 2% SLOPE WITH CLEAN OUTS AND FITTINGS, CONNECT TO EXISTING SEWER LATERAL.
- ② INSTALL 1" WATER SERVICE. CONNECT TO EXISTING 1" GALVANIZED WATER LINE PRIOR TO EXISTING BACKFLOW DEVICE.



REVISIONS	DATE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

<b>DRAWN BY:</b>	SG
<b>CHECKED BY:</b>	CAH
<b>PROJECT NO.</b>	0972
<b>DATE:</b>	18 MAY 2022





**WITHERS & SANDGREN**  
LANDSCAPE  
ARCHITECTURE  
+ PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

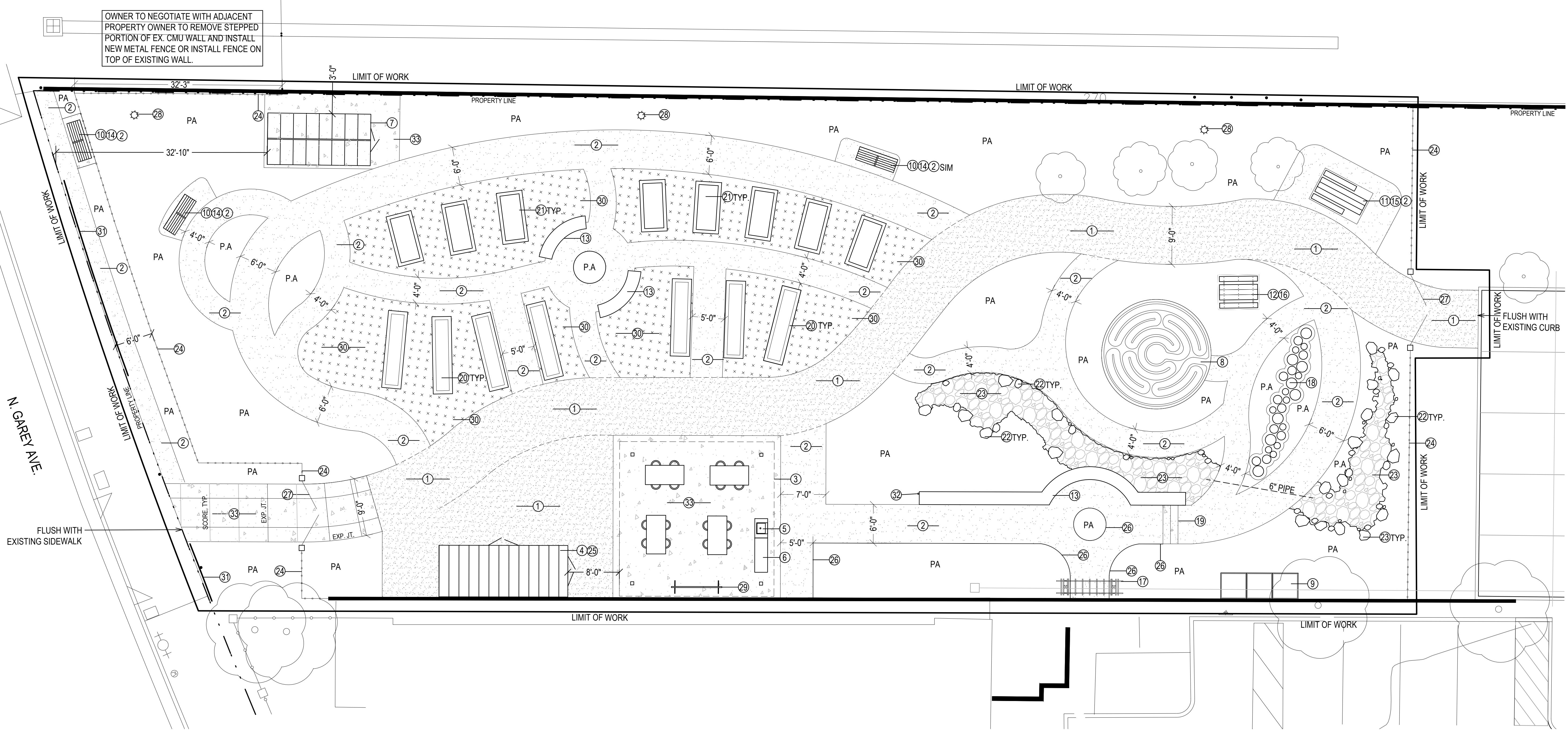
**CONSTRUCTION  
PLAN**

OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA  
91767

PROJECT TITLE  
**TRI CITY MENTAL HEALTH  
AUTHORITY  
GARDEN CENTER**

REVISIONS	DATE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021

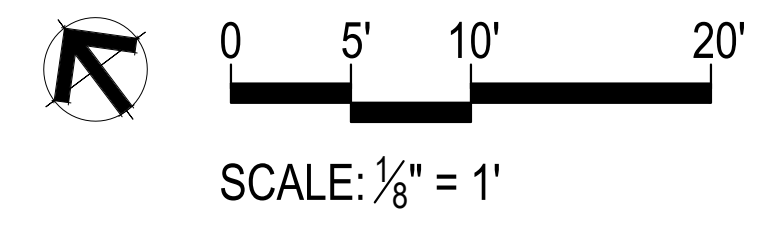


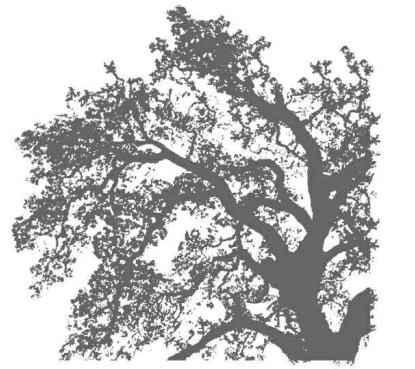
**CONSTRUCTION LEGEND**

- ①—CONSTRUCT 9' WIDE DECOMPOSED GRANITE PAVING WITH AGGREGATE BASE (DRIVEABLE), PER DETAIL 4, SHEET L1.50. COLOR TO BE CALIFORNIA GOLD. PROVIDE SAMPLE TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO DELIVERY.
- ②—CONSTRUCT STABILIZED DECOMPOSED GRANITE WALKING PATH, PER DETAIL 7, SHEET L1.50. COLOR TO BE CALIFORNIA GOLD. PROVIDE SAMPLE TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO DELIVERY.
- ③—PROVIDE AND INSTALL POLIGON REK GABLE 24'x24' MULTI RIB ROOF SHADE SHELTER AVAILABLE FROM POLIGON STRUCTURES, 616-888-3500. PROVIDE COMPLETE SHOP DRAWINGS FOR REVIEW AND APPROVAL. SHELTER TO INCLUDE ELECTRICAL OUTLETS IN BASE OF TWO POSTS PER DETAIL 11, SHEET L1.51. COLOR TO BE UPTOWN BRONZE FRAME AND EVERGREEN ROOF. **DEFERRED APPROVAL**
- ④—PROVIDE AND INSTALL 20'x8' SIDE ENTRY STORAGE SHED (MODEL #60127). ASSEMBLE PER MANUFACTURER'S SPECIFICATIONS. AVAILABLE FROM LIFETIME STORAGE SHEDS 1-800-424-316.
- ⑤—PROVIDE AND INSTALL NEW AGE OUTDOOR ALUMINUM GRAY GLASS 32" SINK (MODEL #65201). ASSEMBLE PER MANUFACTURER'S RECOMMENDATIONS, AVAILABLE FROM HOME DEPOT. SET TOP OF COUNTER LEVEL. COLOR TO BE SLATE GRAY.
- ⑥—PROVIDE AND INSTALL NEW AGE 3 PIECE 64" OUTDOOR KITCHEN CABINET SET (MODEL #65278) ASSEMBLE PER MANUFACTURER'S RECOMMENDATIONS, AVAILABLE FROM HOME DEPOT. SET COUNTER TOP LEVEL. COLOR TO BE SLATE GRAY.
- ⑦—PROVIDE AND INSTALL 8 x 16 PALRAM GREEN BALANCE GREENHOUSE AND NATURE SERIES ANCHOR KIT, MODEL #PT-HG1029 PER MANUFACTURER'S RECOMMENDATIONS (MODEL #HG6116G) AVAILABLE FROM BETTER GREEN HOUSES, 800-276-0210. PROVIDE COMPLETE SHOP DRAWINGS FOR REVIEW AND APPROVAL. GREENHOUSE TO BE SET ON CONCRETE SLAB PER DETAILS 5 & 6, SHEET L1.50.
- ⑧—PROVIDE AND INSTALL 17' CHELSEA 5 CIRCUIT CONCRETE PAVER LABYRINTH, PER MANUFACTURER'S RECOMMENDATIONS. AVAILABLE FROM THE LABYRINTH COMPANY, 1-888-715-2297. PATH COLOR TO BE GRANITE GRAY, LINE COLOR TO BE CHARCOAL. SEE DETAIL 1, SHEET L1.50.
- ⑨—PROVIDE 48" x 48" CEDAR WOOD COMPOSTER, (MODEL: RCCOMP) PLUS TWO COMPOSTER ADD-ON KITS, (MODEL RCCOMPDK). ASSEMBLE PER MANUFACTURER'S RECOMMENDATIONS. AVAILABLE FROM GREENES FENCE, 800-622-5510.
- ⑩—PROVIDE AND INSTALL 6' GREENSITES COLLECTION BENCH (MODEL: CM-138) WITH INTERMEDIATE ARM REST PER DETAILS 3 & 10, SHEET L1.50. AVAILABLE FROM VICTOR STANLEY, 1-800-368-2573. COLOR TO BE GREEN WITH MAPLE RECYCLED PLASTIC WOOD. TOTAL: 3 BENCHES. PROVIDE ACCESSIBLE COMPANION SPACE ADJACENT TO BENCH, MIN. 36" WIDE BY 48" DEEP.
- ⑪—PROVIDE AND INSTALL 8' ADA COMPLIANT DUMOR PICNIC TABLE (MODEL: 71-68-1HGPL) WITH UMBRELLA HOLE PER DETAIL 8 AND 9, SHEET L1.50 AVAILABLE FROM DUMOR, 800-598-40183. COLOR TO BE FOREST GREEN WITH CEDAR RECYCLED PLASTIC WOOD. TOTAL: 1 TABLE.
- ⑫—PROVIDE AND INSTALL 6' DUMOR PICNIC TABLE (MODEL: 71-60HGPL) WITH UMBRELLA HOLE PER DETAIL 9, SHEET L1.50. AVAILABLE FROM DUMOR, 800-598-4018. COLOR TO BE FOREST GREEN WITH CEDAR RECYCLED PLASTIC WOOD. TOTAL 1 TABLE.
- ⑬—CONSTRUCT COBBLE VENEER SEAT WALLS PER DETAILS 16, 17 & 19, SHEET L1.52.
- ⑭—CONSTRUCT CONCRETE FOOTINGS FOR BENCH, PER DETAILS 3 & 10, SHEET L1.50.
- ⑮—CONSTRUCT STABILIZED DECOMPOSED GRANITE PAD FOR ADA PICNIC TABLE, PER DETAIL 9, SHEET L1.50.
- ⑯—CONSTRUCT CONCRETE PAD FOR PICNIC TABLE, INSTALL PER DETAIL 8, SHEET L1.50.
- ⑰—CONSTRUCT AND INSTALL METAL ENTRY ARBOR PER DETAIL 14, SHEET L1.51 AND DETAIL 21, SHEET L1.52. PROVIDE COMPLETE SHOP DRAWINGS AND ALL STRUCTURAL CALCULATIONS AS REQUIRED.
- ⑱—INSTALL TREE ROUND PATH WITH OWNER'S TREE ROUNDS TO BE SALVAGED DURING DEMOLITION, SEE DEMOLITION PLAN. SEE DETAIL 20, SHEET L1.52.
- ⑲—CONSTRUCT POURED IN PLACE CONCRETE STEPS PER DETAIL 19, SHEET L1.52.
- ⑳—CONSTRUCT AND INSTALL RAISED PLANTER BOXES PER DETAIL TO MATCH EXISTING 13, SHEET L1.51. NUMBER OF SALVAGED TO BE USED: 3. TOTAL TO CONSTRUCT: 4. TOTAL TO BE INSTALLED: 7.
- ㉑—CONSTRUCT 4' x 8' IN GROUND PLANTER BOXES, PER DETAIL 12, SHEET L1.51.
- ㉒—PROVIDE AND INSTALL GRANITE BOULDERS, PER DETAIL 3, SHEET L1.50.
- ㉓—CONSTRUCT INFILTRATION SWALE PER DETAILS 22, 23, 24 & 26, SHEET L1.53.
- ㉔—PROVIDE AND INSTALL TUBULAR STEEL FENCE. CONTRACTOR TO MATCH EXISTING DECORATIVE FENCE IN FRONT OF HEALTH CENTER. INCLUDE DOUBLE SWING GATES AT EACH END OF GARDEN. CONTRACTOR TO SUBMIT COMPLETE SHOP DRAWINGS AND CALCULATIONS FOR APPROVAL. SEE DETAIL 25, SHEET L1.53.

- ㉕—CONSTRUCT 4" THICK POUR IN PLACE CONCRETE PAD FOR STORAGE SHED PER DETAIL 12, SHEET L1.51.
- ㉖—INSTALL 3/16" x 5 1/2" SURE-LOC ALUMINUM EDGING PER DETAIL 5, SHEET L1.50. AVAILABLE FROM SURE-LOC, 1-800-787-3562. COLOR TO BE BRONZE.
- ㉗—INSTALL SHEPHERDS HOOK DRIVEWAY GATE 6' HIGH TO MATCH FENCING. SEE ITEM 24 ABOVE.
- ㉘—SECURITY POST LIGHT PER ELECTRICAL PLAN AND DETAILS.
- ㉙—PROVIDE 94" X 46" KAMELLEO MOBILE ROLLING MAGNETIC WHITEBOARD AVAILABLE FROM KAMELLEO, WWW.KAMELLEO.COM. COLOR TO BE BLACK.
- ㉚—PROVIDE AND INSTALL 3" OF 3/4" CRUSHED GRAVEL MULCH FLUSH WITH ADJACENT DECOMPOSED GRANITE PATHS. AVAILABLE FROM SOUTHWEST BOULDER AND STONE, 714-882-1010. COLOR TO BE GOLDEN FAWN. INSTALL WEED CLOTH UNDER GRAVEL.
- ㉛—PROVIDE AND INSTALL 2' TALL LINEAR ROOT BARRIER AT EDGE OF SIDE WALK PER MANUFACTURER'S RECOMMENDATIONS. MIN. 10' CENTERED ON TREE. REFER TO PLANTING PLAN, SHEET L3.00.
- ㉜—PROVIDE DUPLEX OUTDOOR OUTLET, REFER TO ELECTRICAL PLAN AND DETAILS.
- ㉝—CONSTRUCT 4" THICK CONCRETE PER DETAIL 5 & 6, SHEET L1.50.

- MATERIALS LEGEND**
- POURED IN PLACE CONCRETE
  - 3/4" CRUSHED GRAVEL
  - DECOMPOSED GRANITE PER DETAIL
  - PA PLANTING AREA, LIVE TREES AND PLANTS WITH 3" MULCH DISTRIBUTED UNDER PLANTS AND ALL OPEN AREAS. REFER TO PLANTING PLAN.





**WITHERS & SANDGREN**  
 LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
 CHATSWORTH, CA 91311  
 818-291-0200  
 mail@withersandsandgren.com

SHEET TITLE  
**LAYOUT PLAN**

OWNER  
 TRI CITY MENTAL HEALTH AUTHORITY  
 2008 N. GAREY AVENUE  
 POMONA, CA 91767

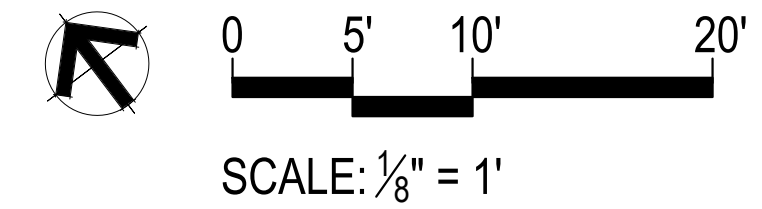
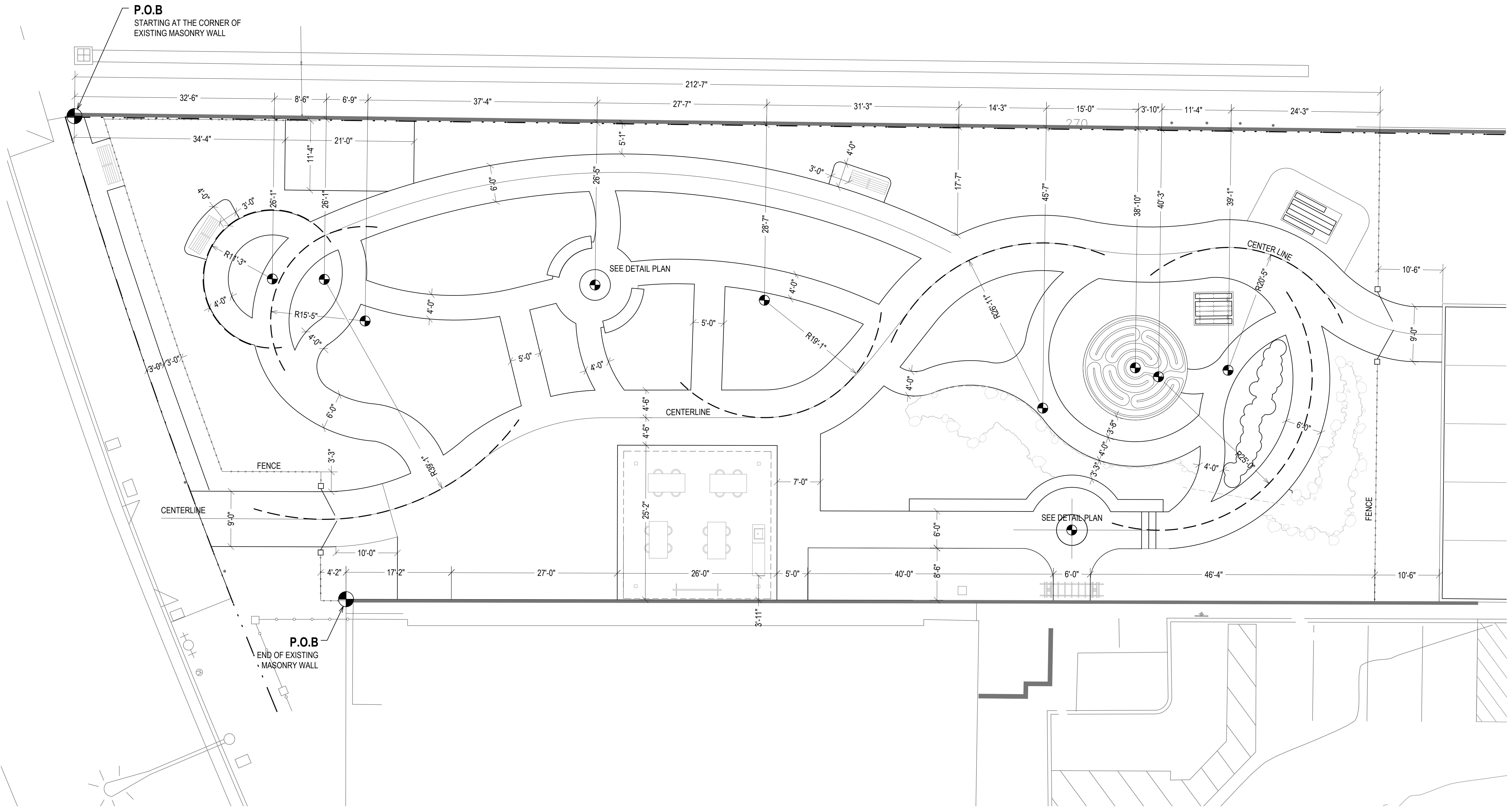
PROJECT TITLE  
**TRI CITY MENTAL HEALTH AUTHORITY GARDEN CENTER**

REVISIONS	DATE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

DRAWN BY: JO/PBN  
 CHECKED BY: LW  
 PROJECT NO. 0972  
 DATE: 18 MAY 2021



SHEET 6 OF 23  
**L1.10**







**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

**GRADING PLAN**

SHEET TITLE

OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE  
TRI CITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER

PROJECT TITLE

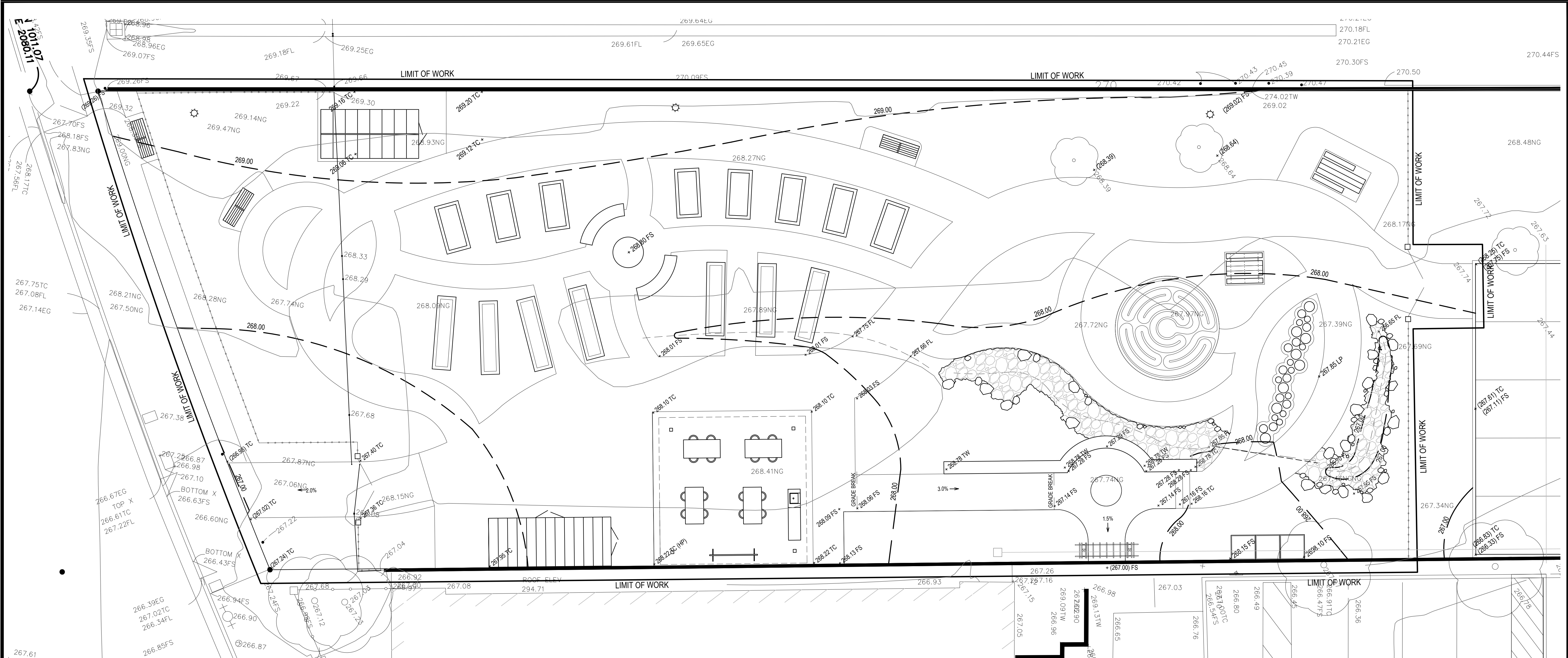
REVISIONS	DATE
1.	
2.	
3.	
4.	
5.	
6.	

DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021



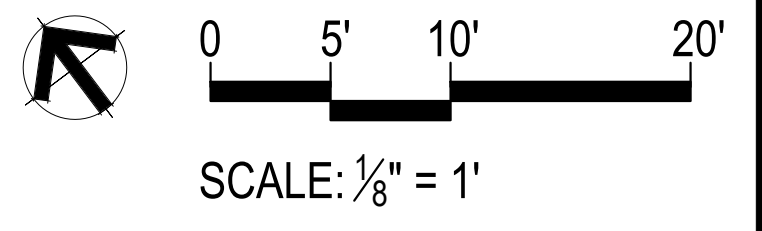
SHEET 7 OF 23

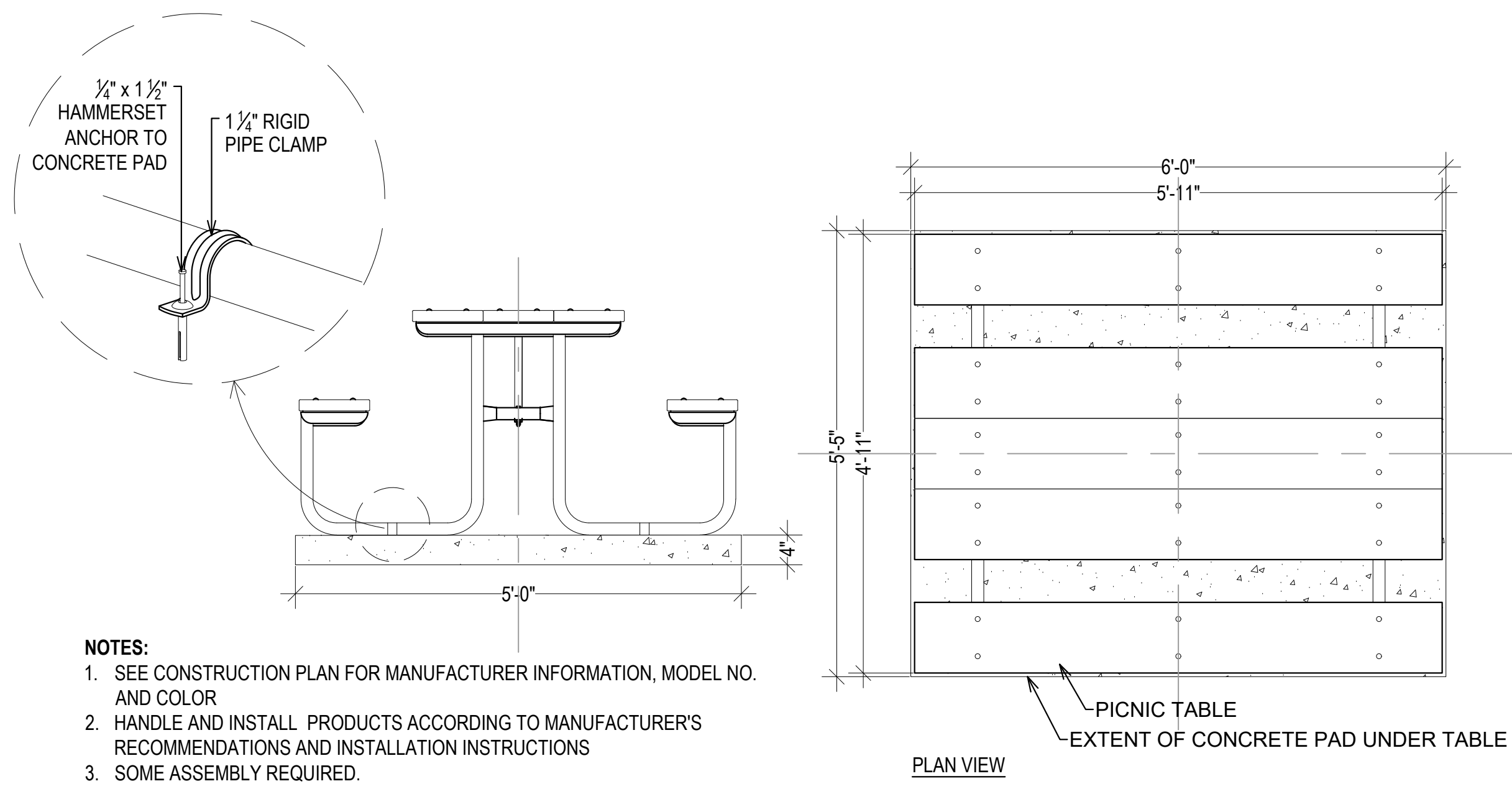
**L1.20**



**KEY**  
 (000.00) EXISTING ELEVATION  
 000.00 NEW ELEVATION  
 FS FINISHED SURFACE  
 TC TOP OF CONCRETE  
 HP HIGH POINT  
 FL FLOW LINE

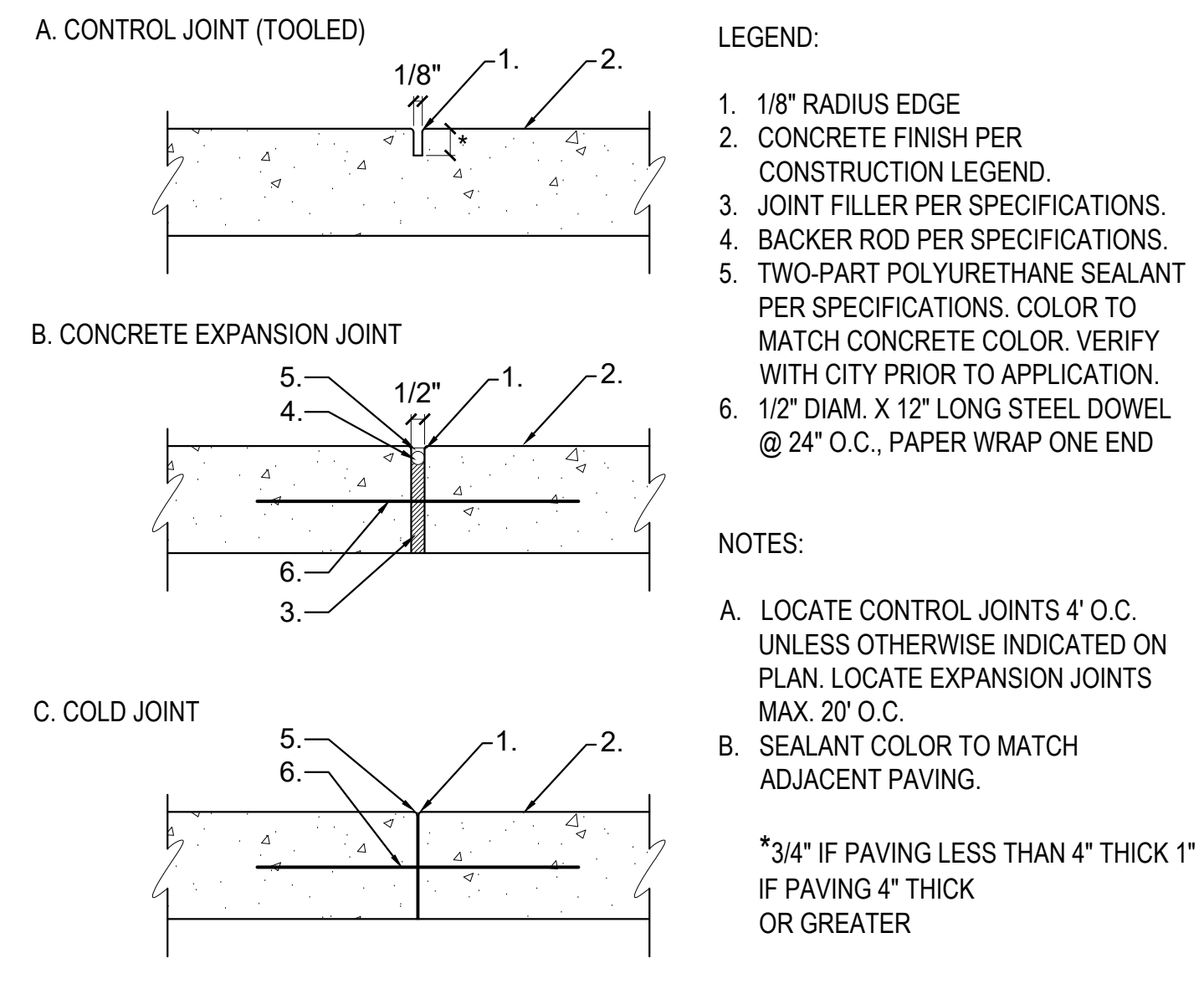
- GRADING AND DRAINAGE NOTES**
1. CONTRACTOR IS RESPONSIBLE TO SET ALL GRADES TO ENSURE POSITIVE DRAINAGE TOWARD RETENTION SWALE.
  2. ALL WALKWAYS TO HAVE A CROSS SLOPE OF 1% MIN. FOR DRAINAGE AND A MAX. CROSS SLOPE OF 2%.
  3. RUNNING SLOPE ALONG WALKS TO BE A MAX. OF 5%.
  4. ALL PROPOSED PAVING SURFACES SHALL MEET EXISTING PAVING SURFACES WITH SMOOTH AND CONTINUOUS TRANSITION AND FLUSH ALONG ENTIRE EDGE.
  5. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS, EXISTING DRAINAGE STRUCTURES.
  6. NOTIFY THE PROJECT MANAGER IMMEDIATELY UPON ANY DISCREPANCIES.



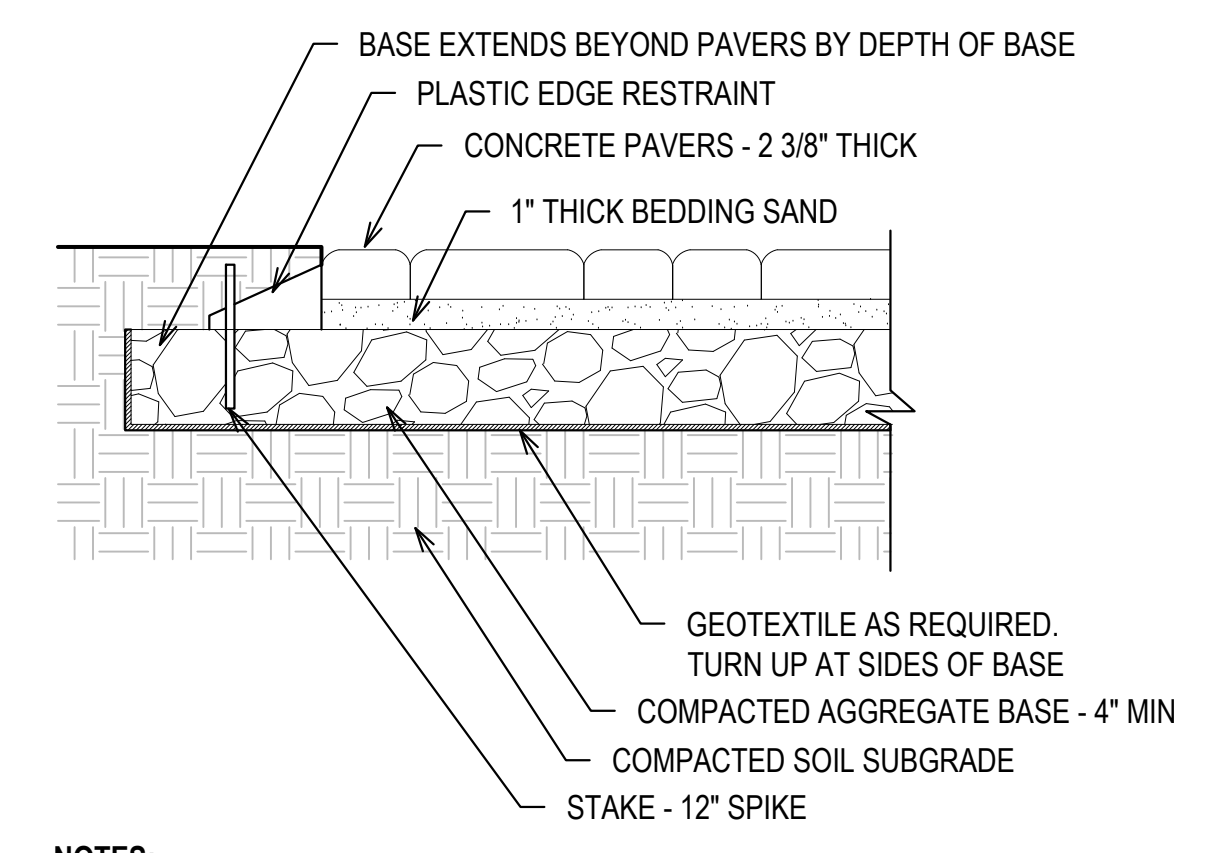


**NOTES:**  
 1. SEE CONSTRUCTION PLAN FOR MANUFACTURER INFORMATION, MODEL NO. AND COLOR  
 2. HANDLE AND INSTALL PRODUCTS ACCORDING TO MANUFACTURER'S RECOMMENDATIONS AND INSTALLATION INSTRUCTIONS  
 3. SOME ASSEMBLY REQUIRED.

**8** PICNIC TABLE INSTALL

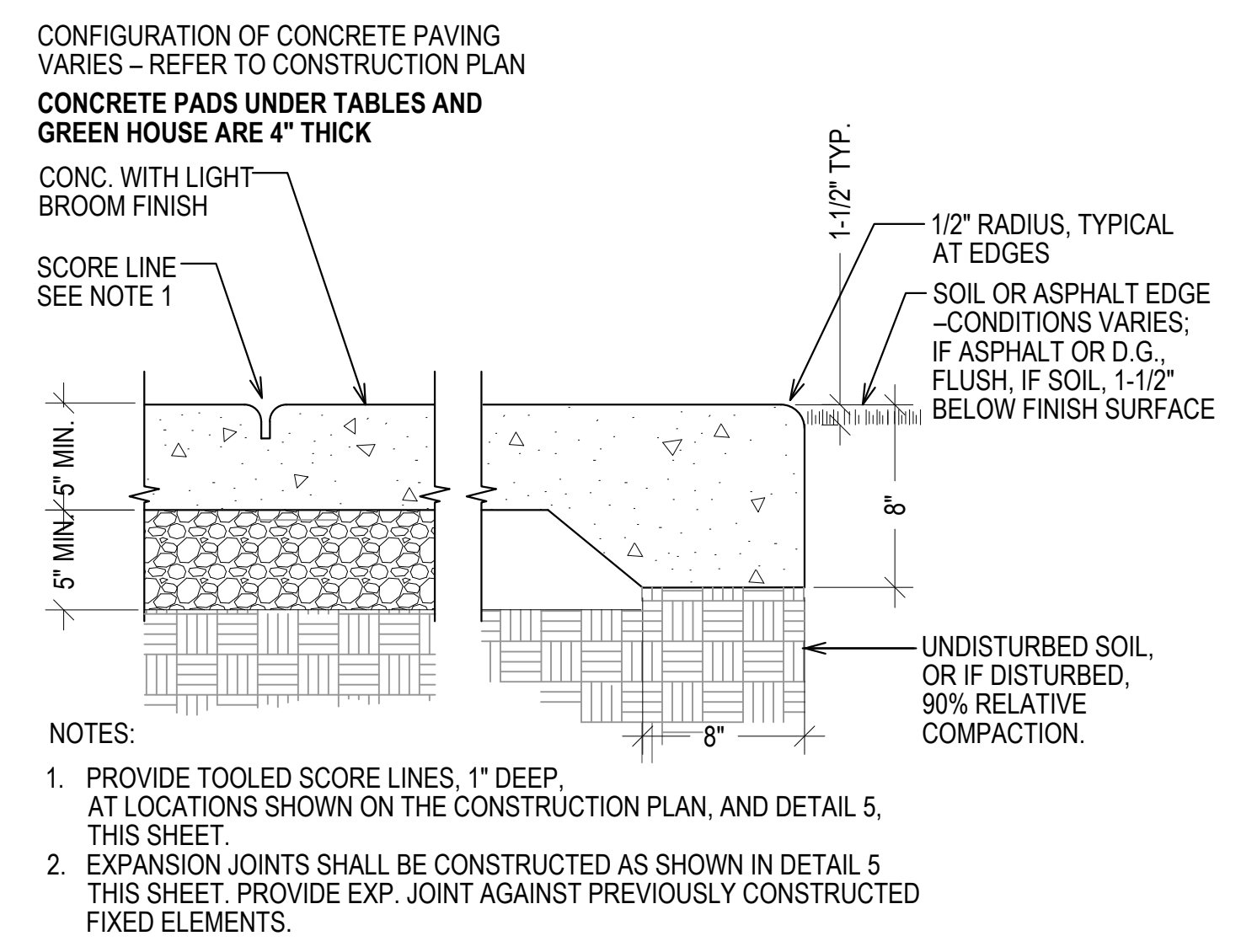


**5** CONCRETE JOINTS

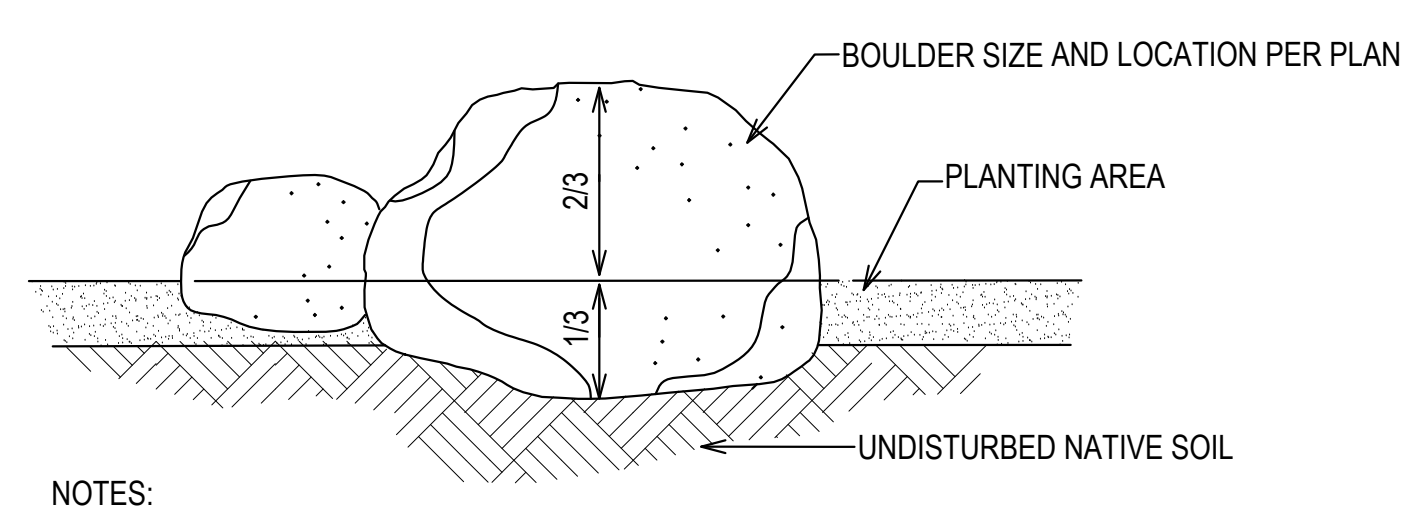


**NOTES:**  
 1. SEE CONSTRUCTION PLAN FOR MANUFACTURER INFORMATION, MODEL NO. AND COLOR  
 2. INSTALL PER MANUFACTURERS SPECIFICATIONS

**1** CONCRETE PAVER LABYRINTH INSTALL

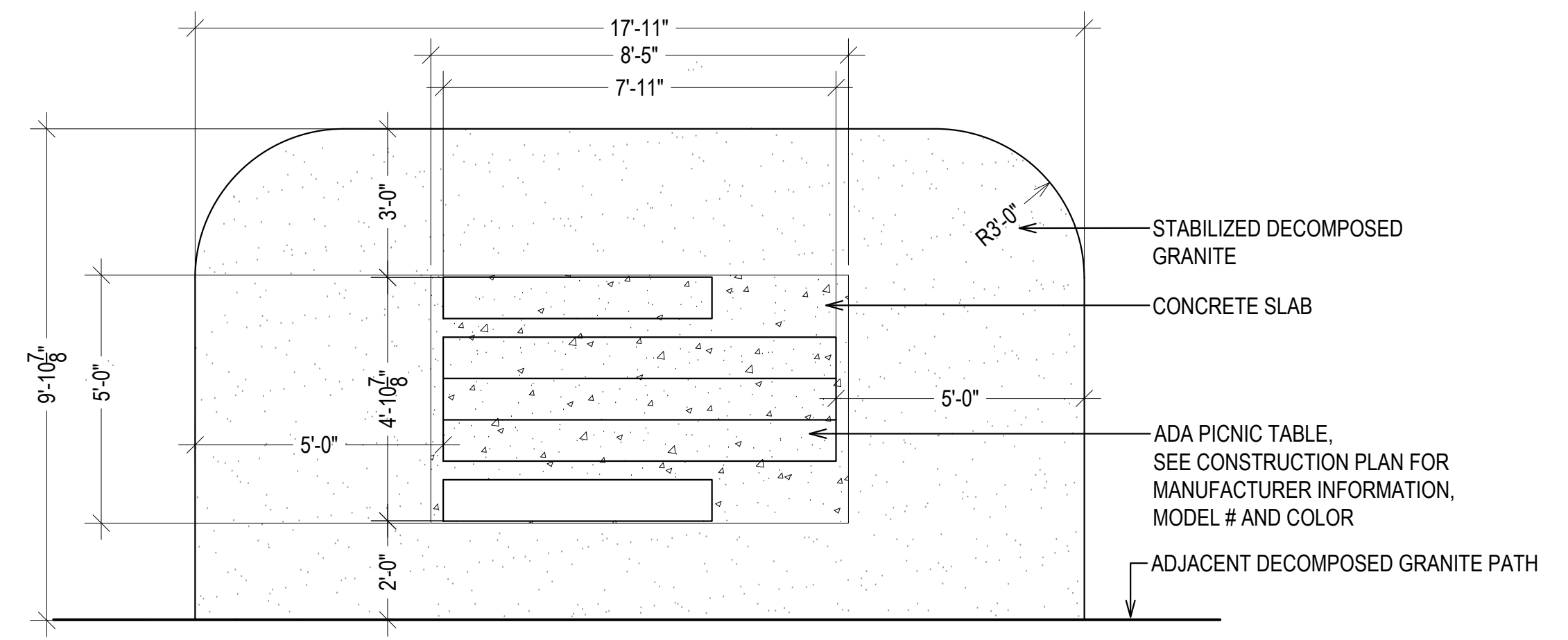


**6** CONCRETE SURFACING

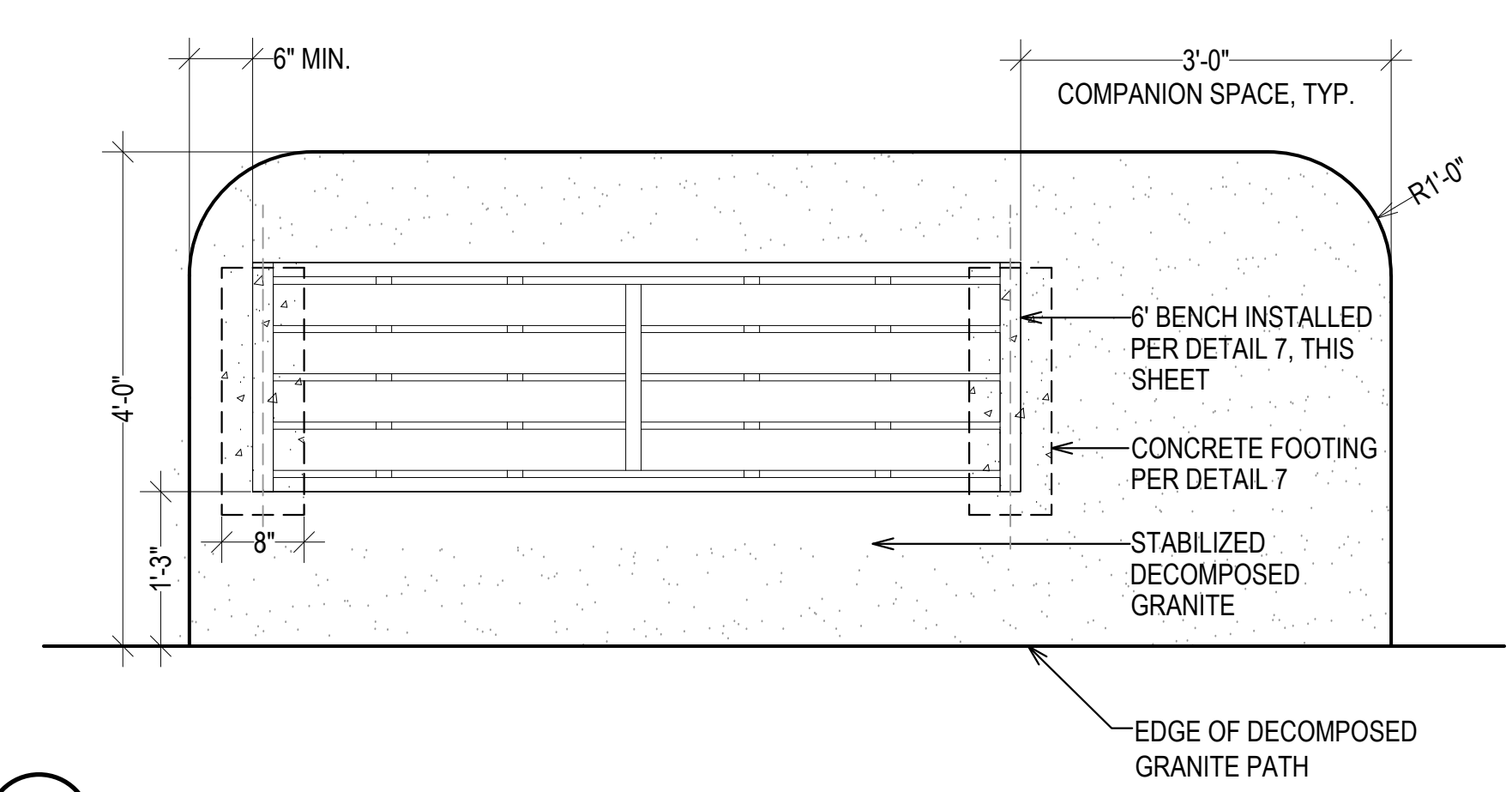


**NOTES:**  
 1. BOULDER PER CONSTRUCTION PLAN. RECESS AT LEAST 1/3 OF BOULDER'S DEPTH INTO SUB-GRADE AS SHOWN. LANDSCAPE ARCHITECT TO APPROVE BOULDERS AND SPOT LOCATIONS PRIOR TO INSTALLATION.  
 2. 90% COMPACTED SUB-GRADE.

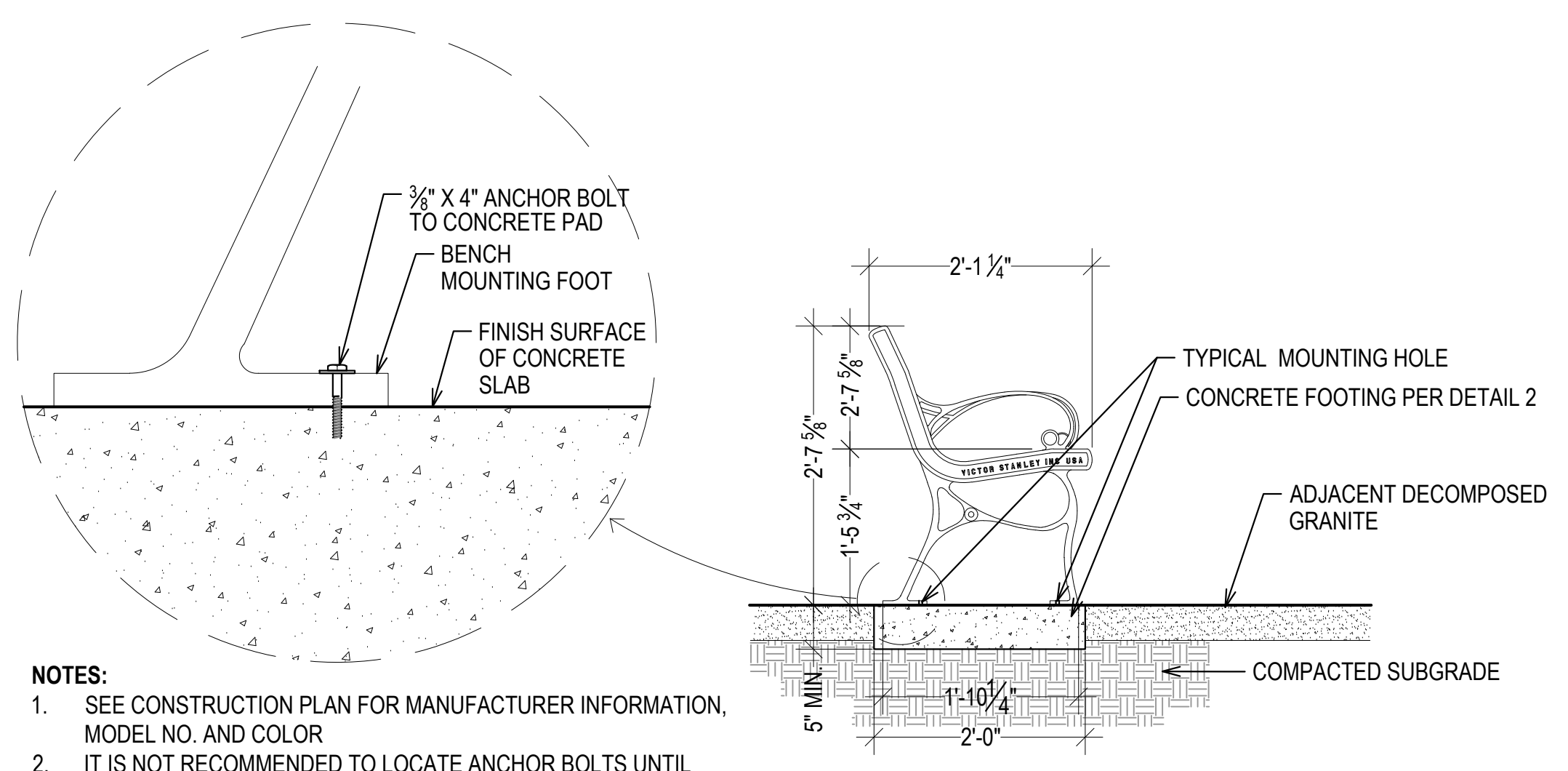
**2** BOULDER INSTALL



**9** ADA PICNIC TABLE SEATING AREA

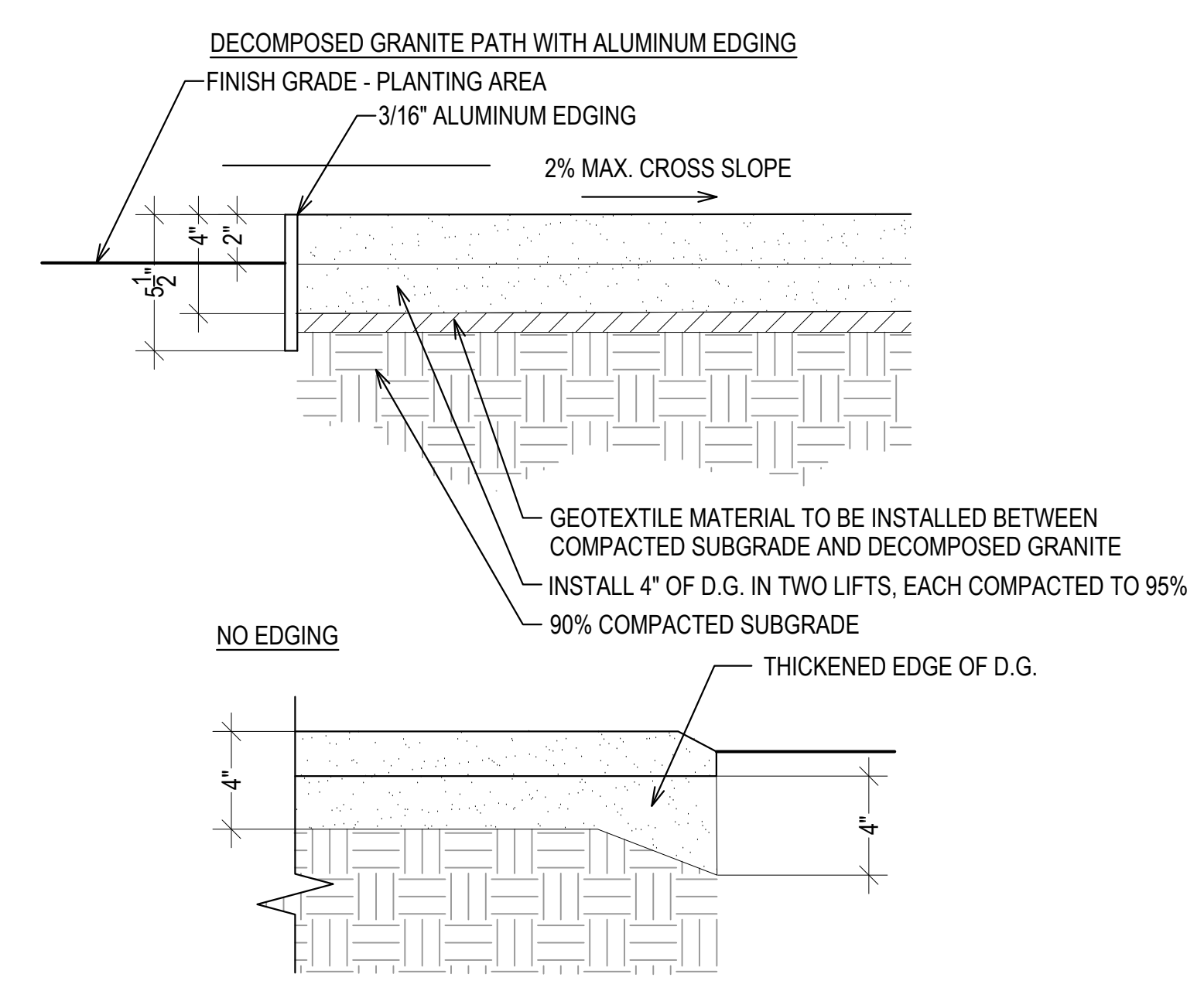


**3** DECOMPOSED GRANITE SEATING AREA

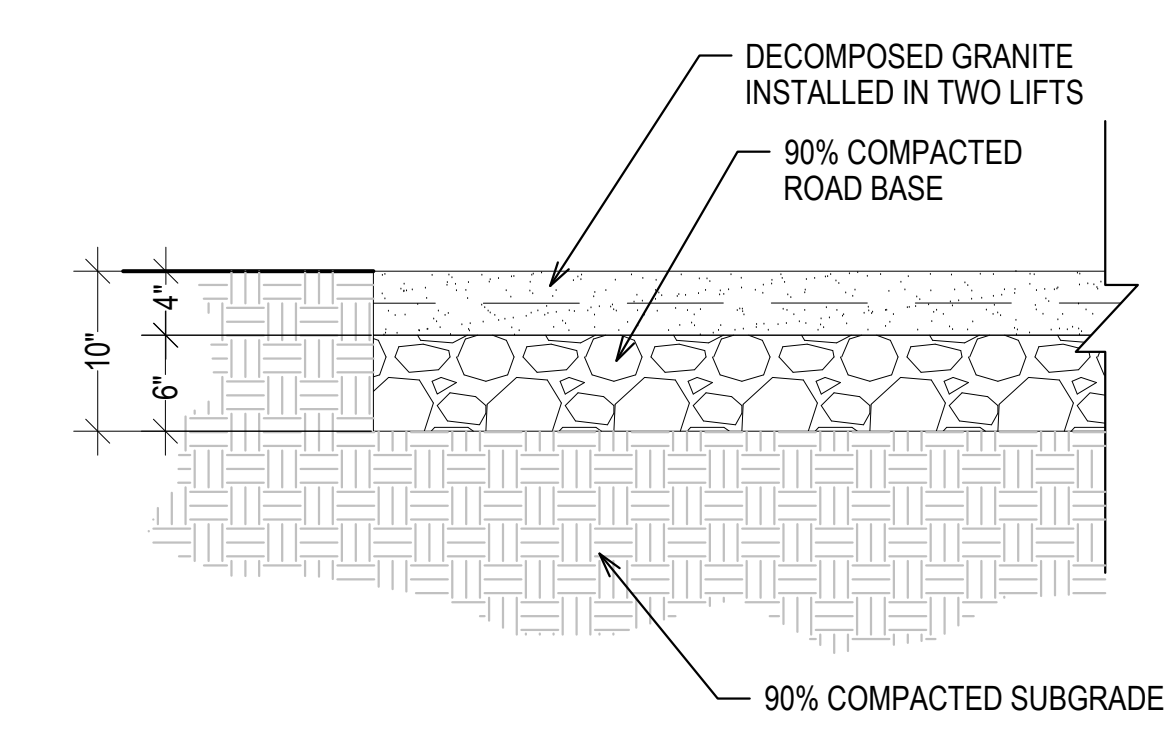


**NOTES:**  
 1. SEE CONSTRUCTION PLAN FOR MANUFACTURER INFORMATION, MODEL NO. AND COLOR  
 2. IT IS NOT RECOMMENDED TO LOCATE ANCHOR BOLTS UNTIL BENCH IS IN PLACE. BENCH MUST BE PERMANENTLY AFFIXED TO CONCRETE FOOTING.  
 3. ANCHOR BOLTS ARE NOT PROVIDED BY MANUFACTURER  
 4. THIS PRODUCT IS SHIPPED PARTIALLY ASSEMBLED.

**10** BENCH INSTALL



**7** DECOMPOSED GRANITE (WALKWAYS)

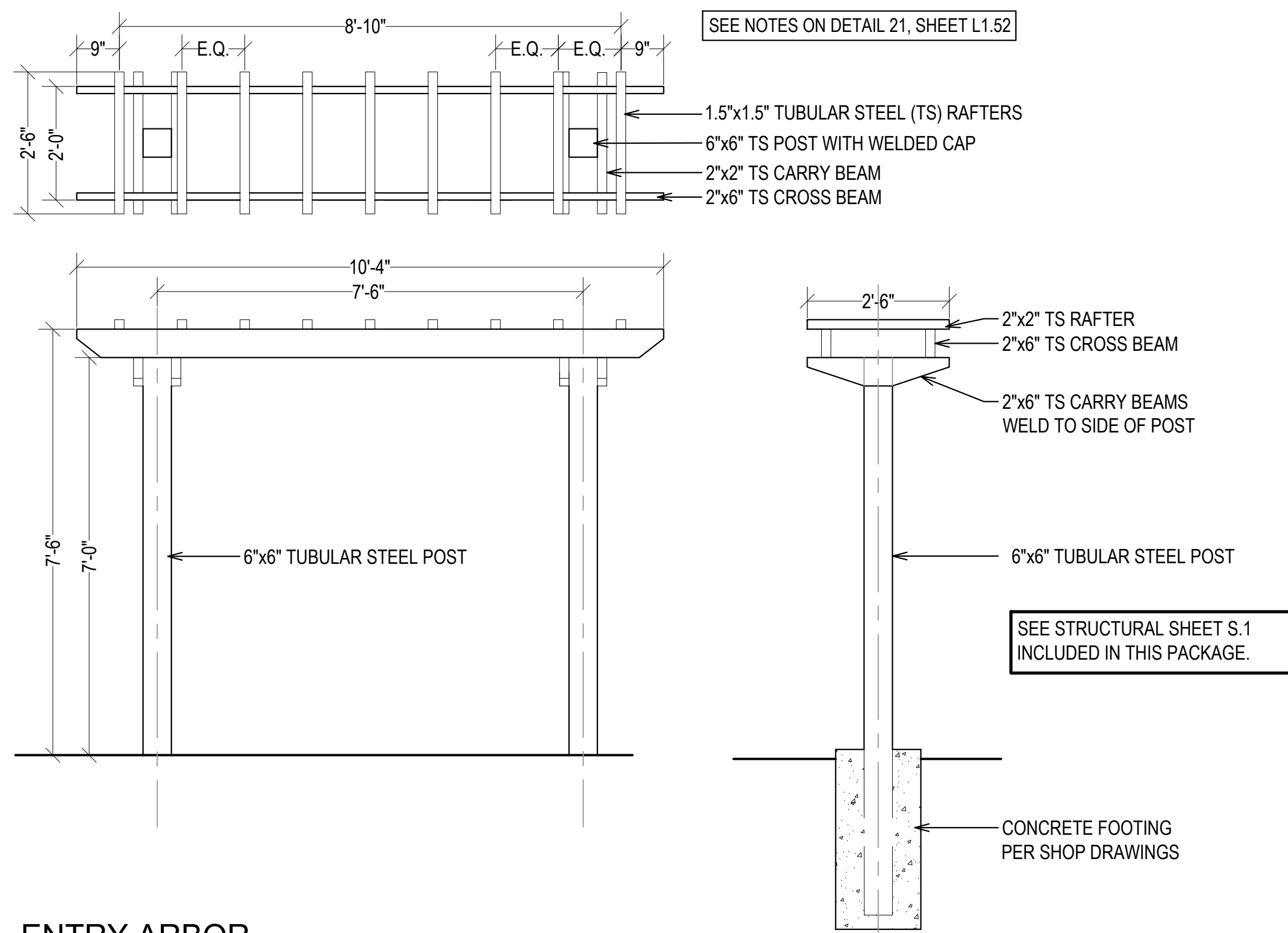


**4** DECOMPOSED GRANITE PAVING (DRIVEABLE)

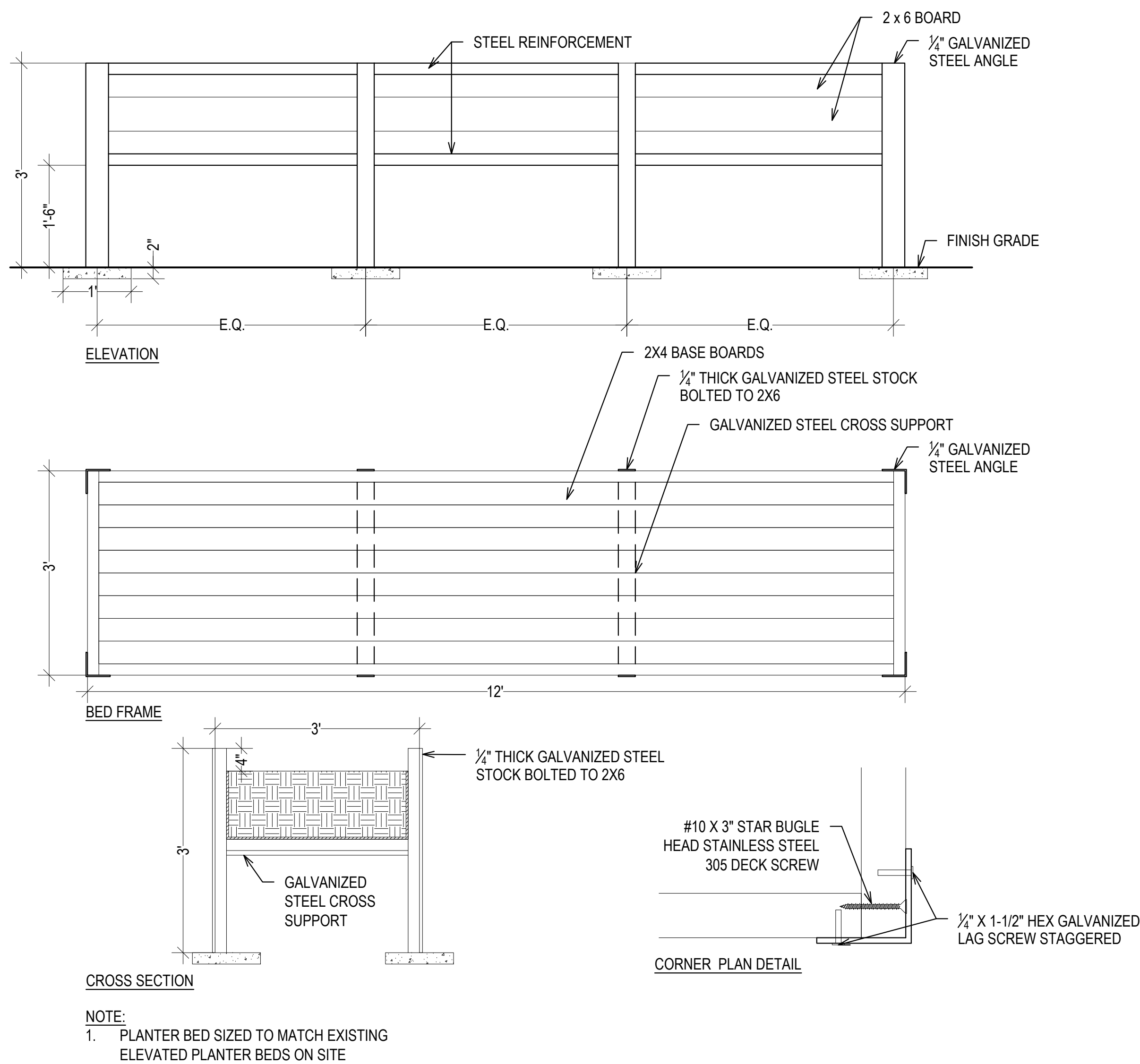
DATE	REVISIONS
	1.
	2.
	3.
	4.
	5.
	6.
	7.
	8.

**DRAWN BY:** JO/PBN  
**CHECKED BY:** LW  
**PROJECT NO.:** 0972  
**DATE:** 18 MAY 2021



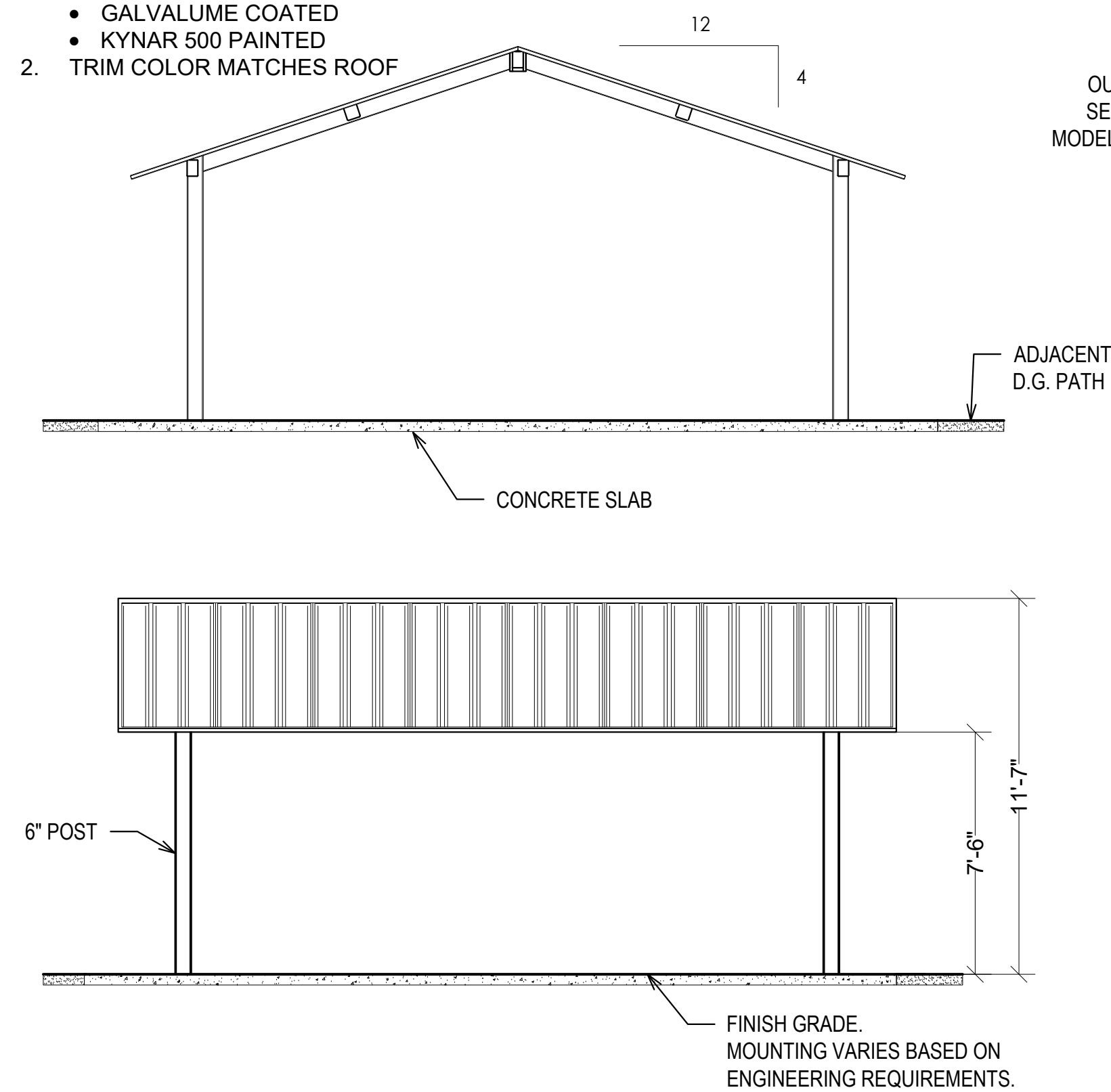


14 ENTRY ARBOR



15 RAISED PLANTER BED

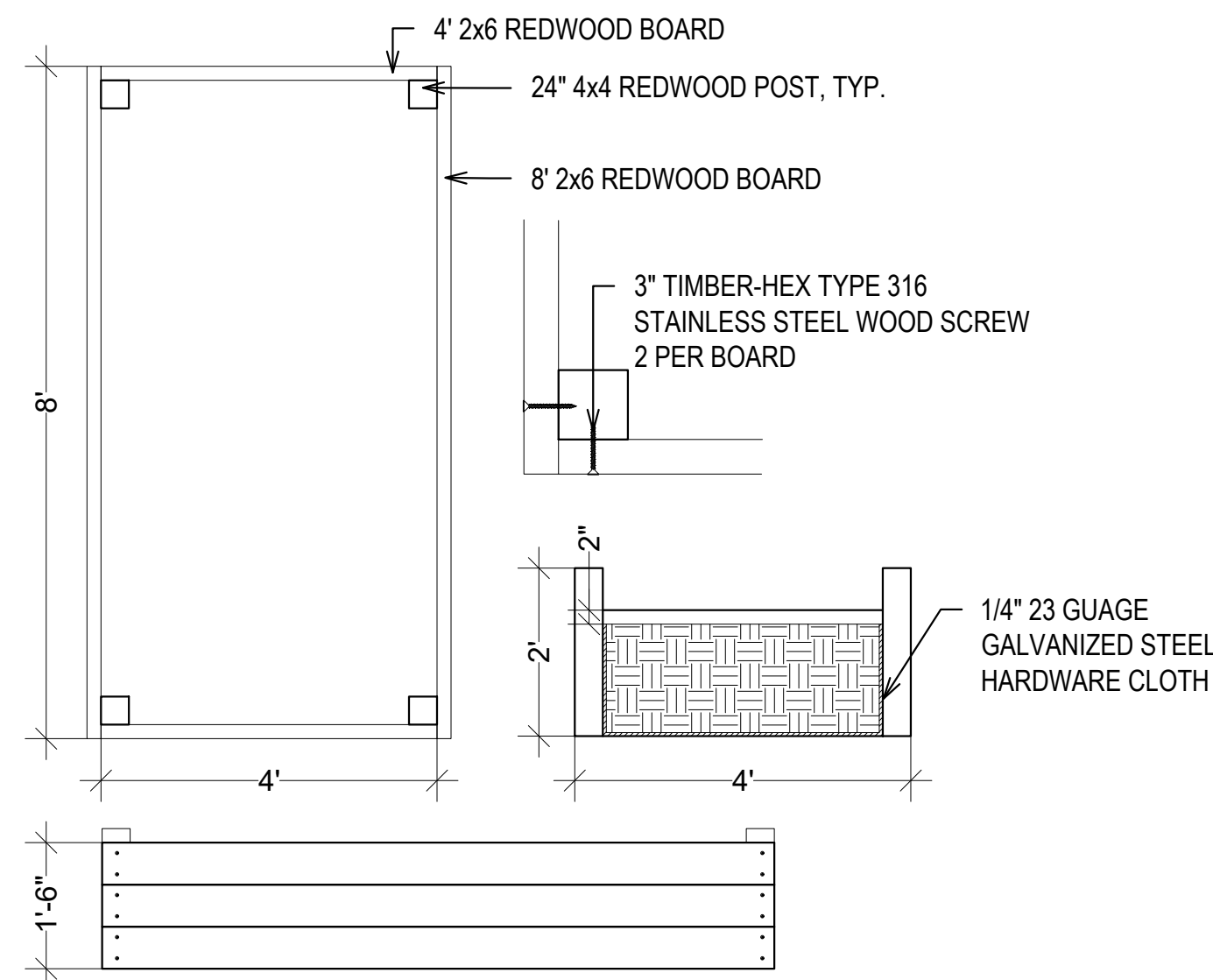
- GENERAL ROOF NOTES:**
- METAL ROOFING:
    - 24 GAUGE
    - GALVALUME COATED
    - KYNAR 500 PAINTED
  - TRIM COLOR MATCHES ROOF



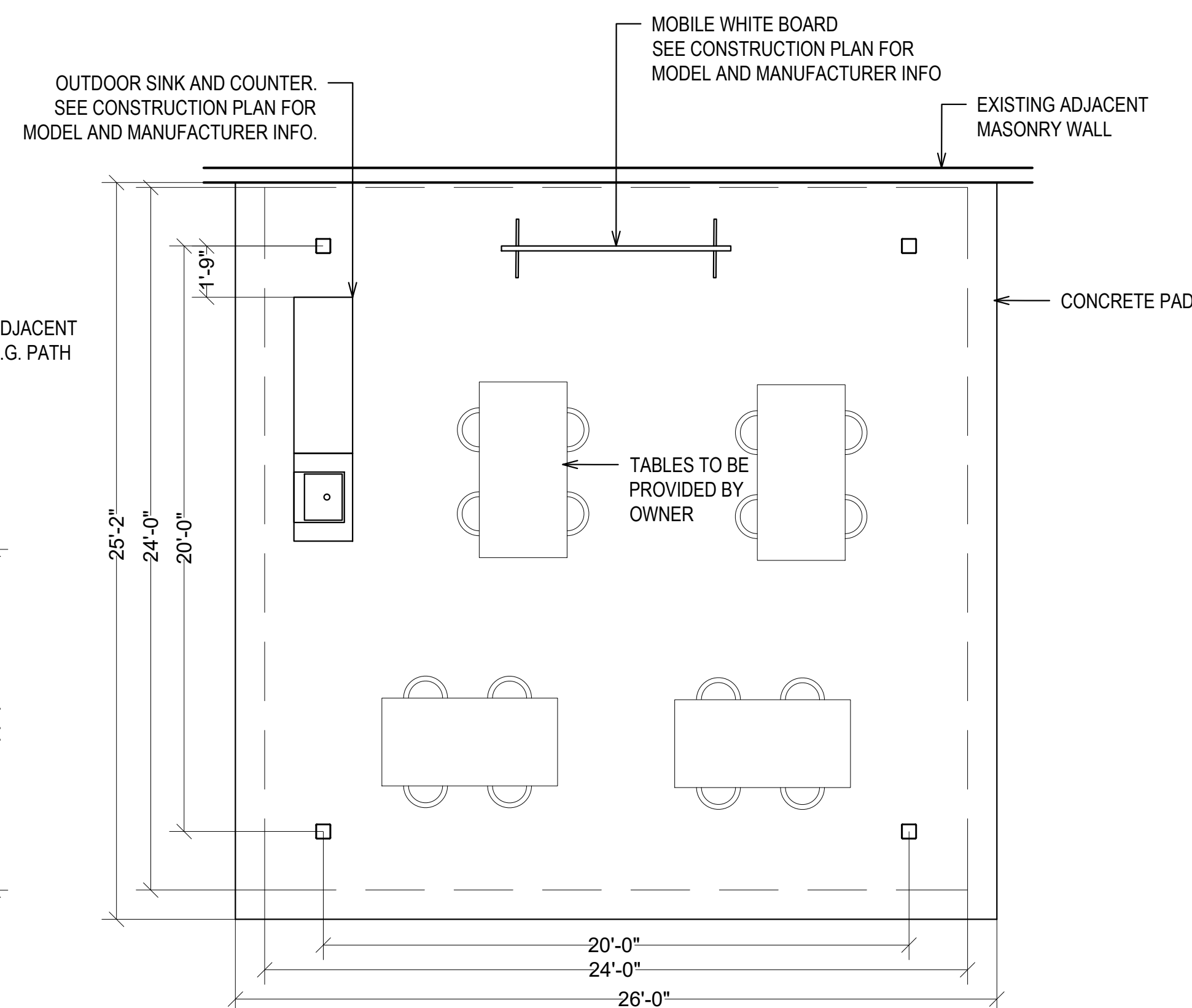
**GENERAL NOTES:**

- UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED TO ONLY SUPPORT WHAT IS SHOWN ON THESE DRAWINGS. POLIGON MUST BE CONTACTED IF ANYTHING ELSE IS TO BE ATTACHED TO THIS STRUCTURE (WALLS, COLUMN WRAPS, RAILINGS, ETC.) SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.
- UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED ASSUMING A 20' SEPARATION BETWEEN ANY ADJACENT STRUCTURE WITH AN EAVE HEIGHT EQUAL TO OR GREATER THAN THE EAVE HEIGHT OF THIS STRUCTURE. IF THAT SEPARATION DOES NOT EXIST, POLIGON MUST BE CONTACTED SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.
- STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL.

11 POLIGON SHADE STRUCTURE



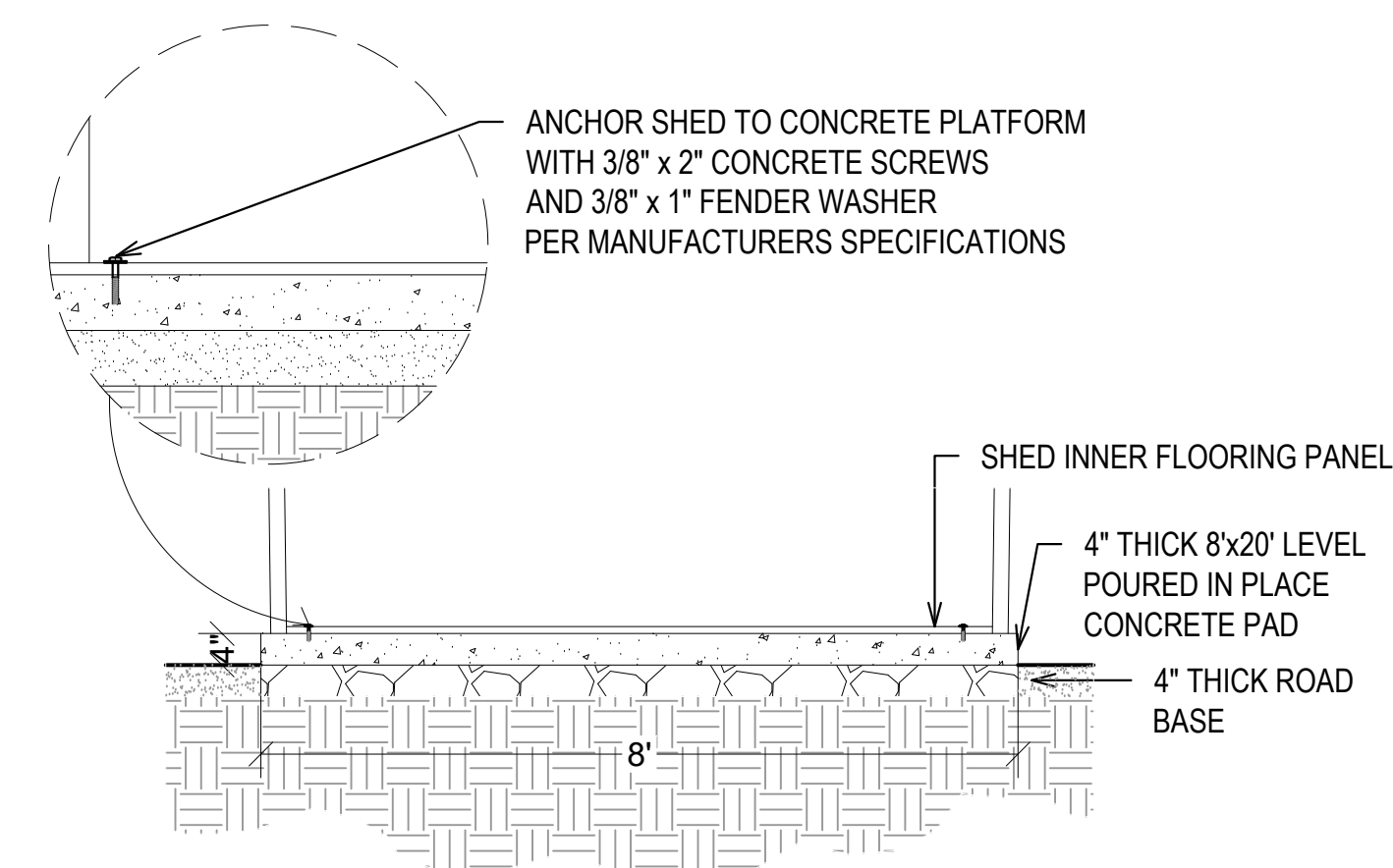
13 IN GROUND PLANTER BED (IN PROGRESS)



**SUBMIT ARCHITECTURAL DRAWINGS & STRUCTURAL CALCULATIONS FOR DEFERRED APPROVAL OF PERMIT.**

PLAN & ELEVATIONS PROVIDED ON THIS SHEET ARE FOR INFORMATION ONLY. ALL INFORMATION IN THIS DETAIL IS FOR BID REFERENCE ONLY. CONTRACTOR TO COORDINATE WITH MANUFACTURER TO PRODUCE FINAL SET OF SHOP DRAWINGS INCLUDING ALL STRUCTURAL ENGINEERING REQUIRED BY THE CITY OF POMONA BUILDING & SAFETY FOR PERMITTING.

- ALL WELDING IS PERFORMED BY AMERICAN WELDING SOCIETY CERTIFIED WELDERS AND CONFORMS TO THE LATEST EDITION OF AWS D1.1 OR D1.3 AS REQUIRED.
- PARTS SHOWN MAY BE UPGRADED DUE TO STANDARDIZED FABRICATION. REFER TO THE SHIPPING BILL OF MATERIALS FOR POSSIBLE SUBSTITUTIONS.
- FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS REQUIRED THAT THE PRIMARY FRAME INSTALLER AND THE ROOF INSTALLER HAVE A MINIMUM FIVE (5) YEARS DOCUMENTED EXPERIENCE INSTALLING THIS TYPE OF PRODUCT.
- FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS REQUIRED THAT ELECTRIC WIRING BE RUN THROUGH THE STRUCTURAL MEMBERS BEFORE THE BUILDING IS ERECTED. REFER TO ELECTRICAL PLAN FOR RECEPTACLE LAYOUT.



**NOTES:**

- SEE CONSTRUCTION PLAN FOR MANUFACTURER INFORMATION AND MODEL NUMBER
- LEVEL GROUND BEFORE CONCRETE PAD IS POURED
- DO NOT EXCEED 3/8" DIAMETER SCREW TO ANCHOR SHED

12 STORAGE SHED INSTALL



**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

SHEET TITLE  
**CONSTRUCTION DETAILS**

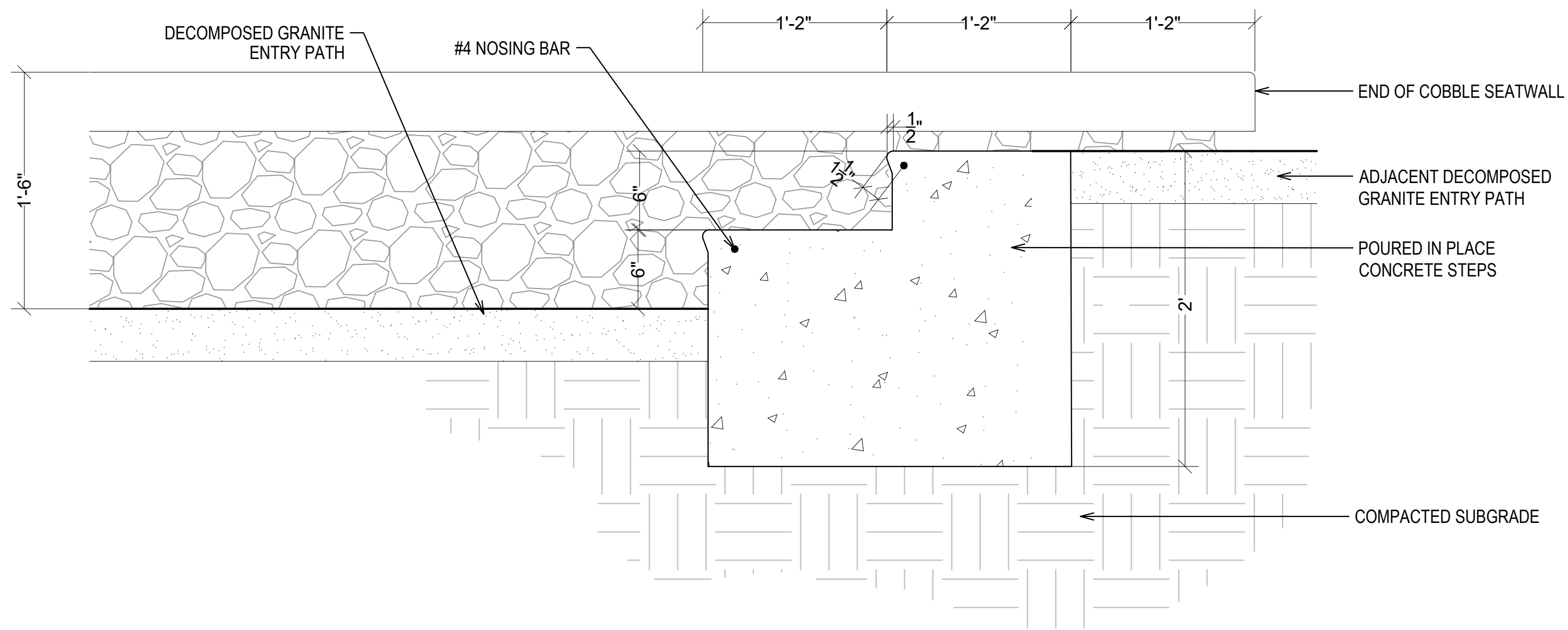
OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE  
TRI CITY MENTAL HEALTH AUTHORITY GARDEN CENTER

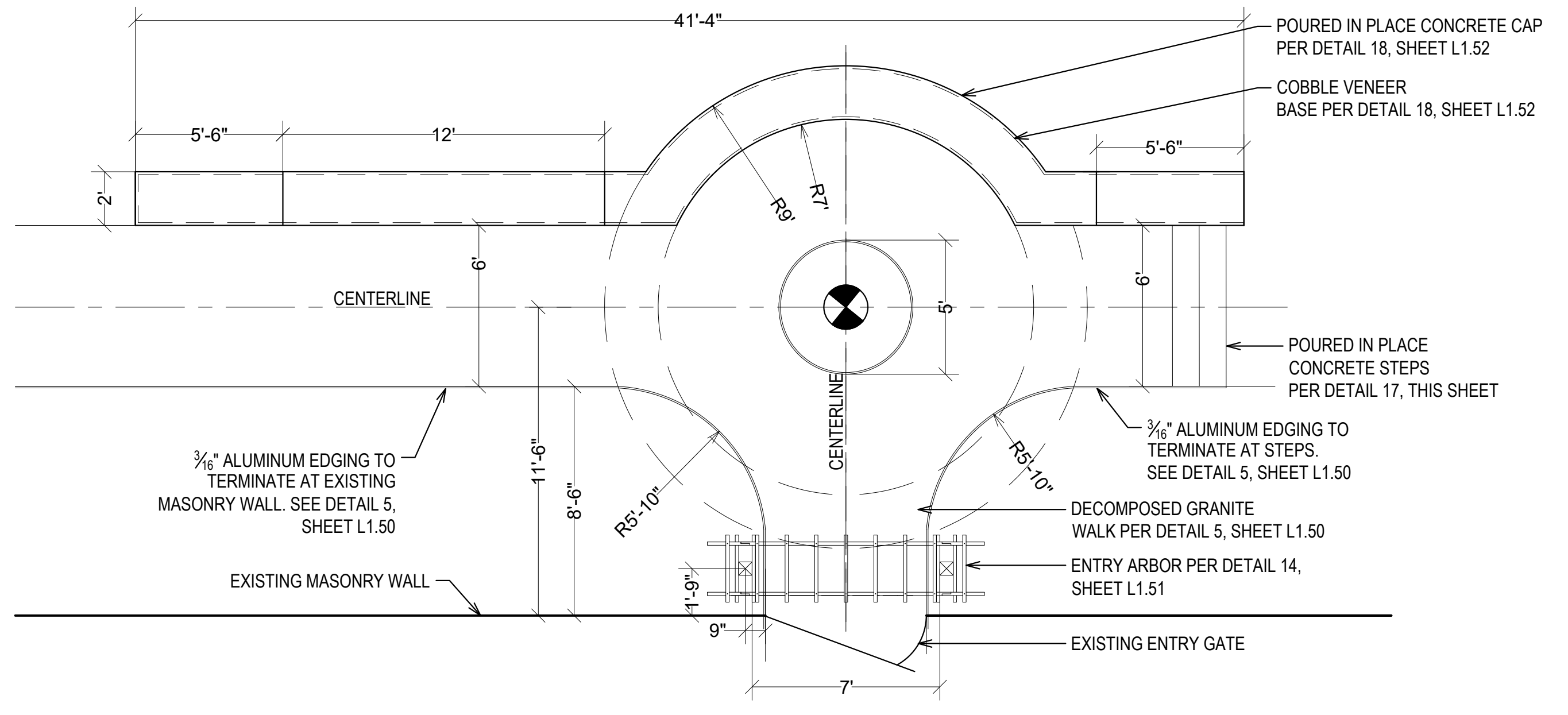
DATE	REVISIONS
	1
	2
	3
	4
	5
	6
	7
	8

DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021

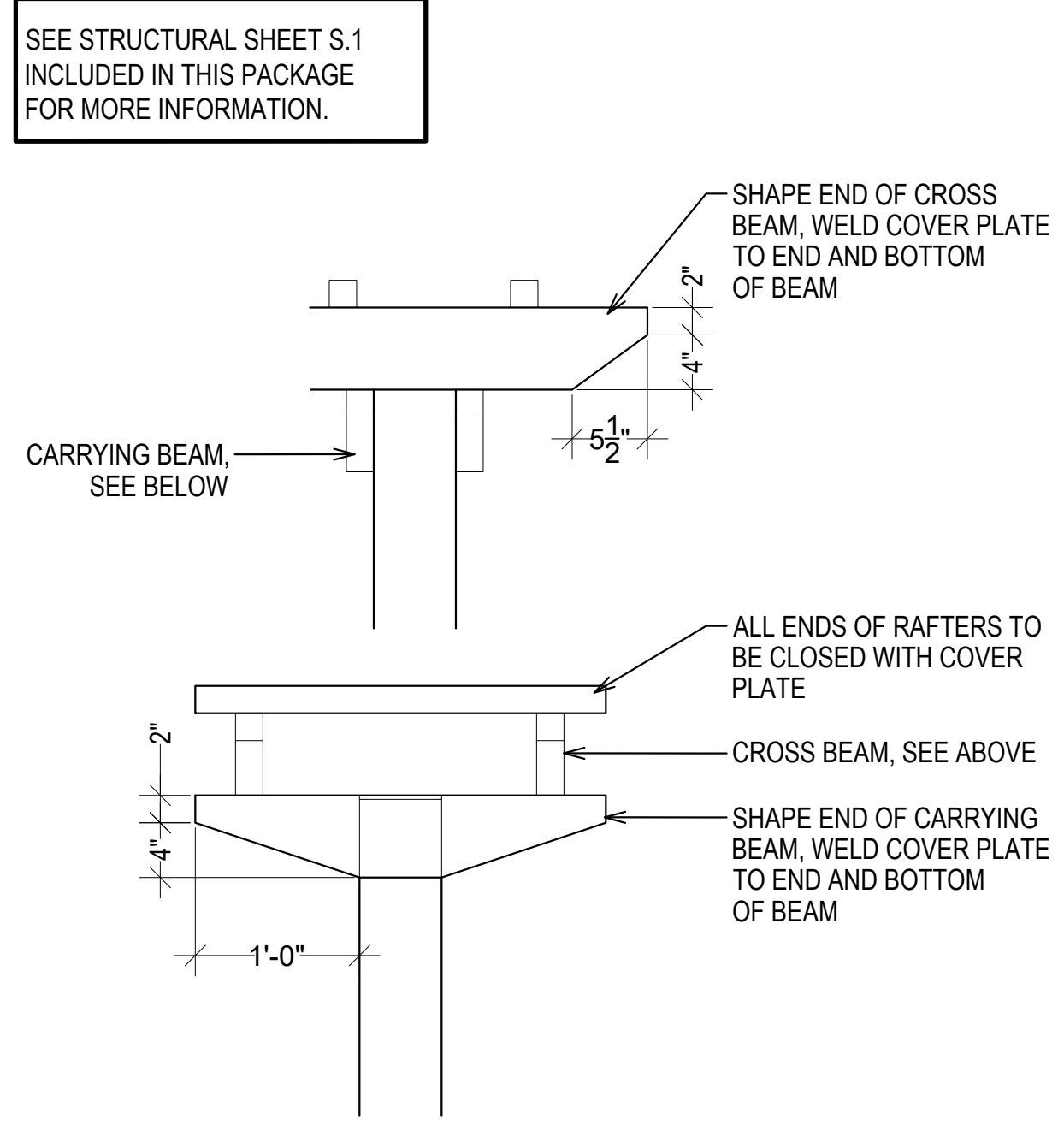




18 POURED IN PLACE CONCRETE STEPS

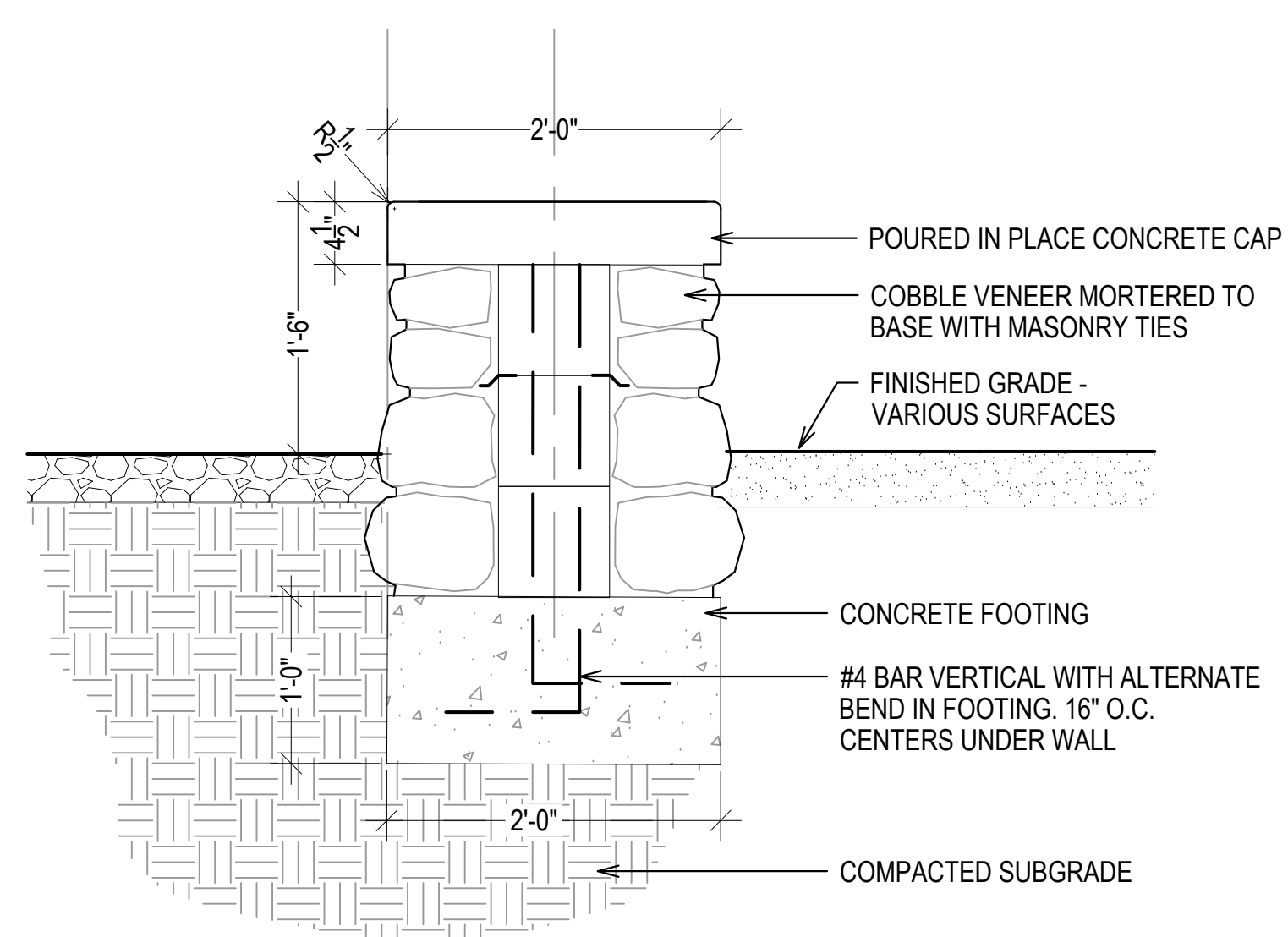


16 COBBLE VENEER SEATWALL / RETAINING WALL (IN PROGRESS)

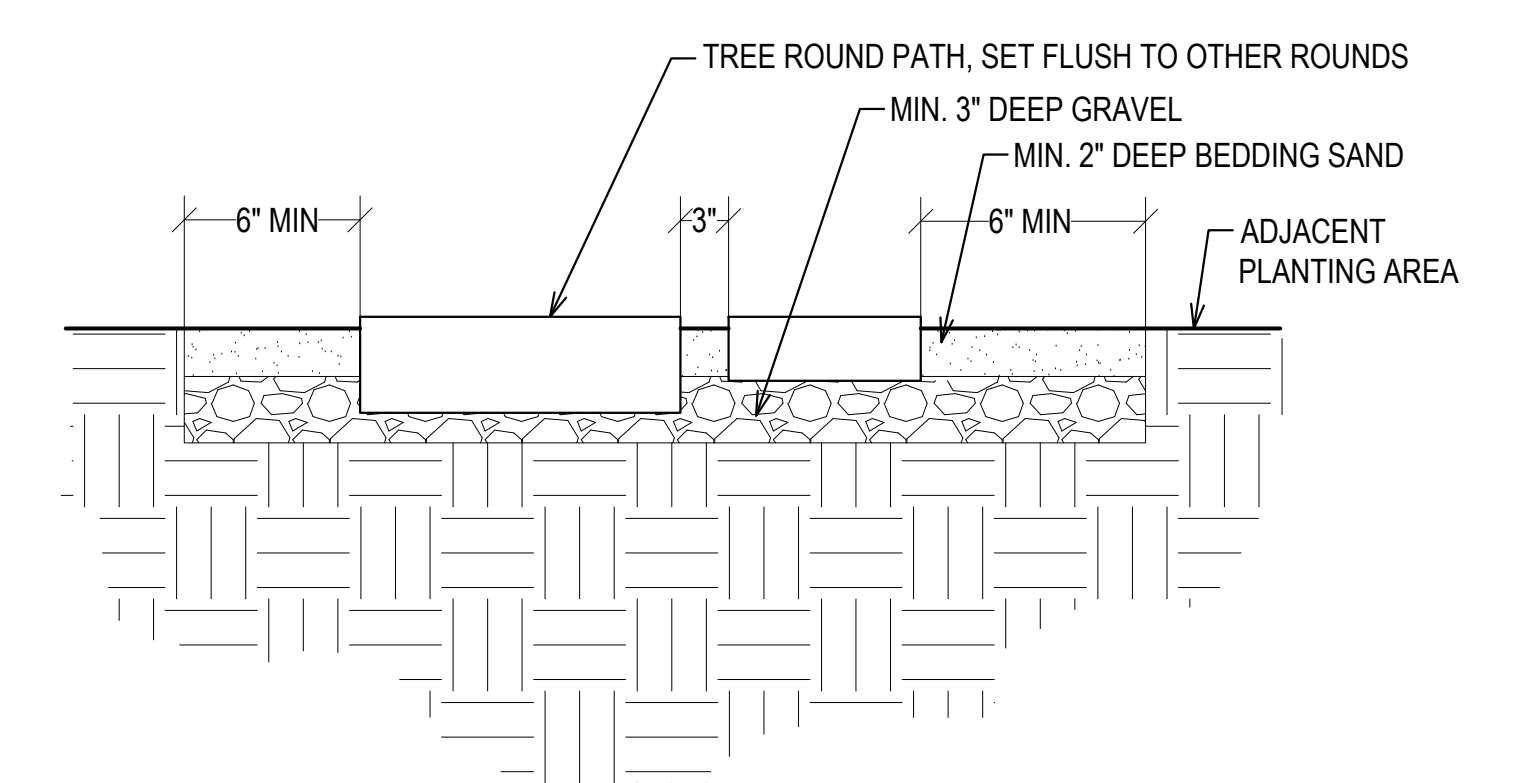


- NOTES:
1. SUBMIT SHOP DRAWINGS AND CALCULATIONS TO THE PROJECT MANAGER PRIOR TO INSTALLATION.
  2. PROVIDE WEEP HOLES AT LOW POINTS IN ALL TUBULAR STEEL MEMBERS.
  3. GRIND ALL WELDS SMOOTH. REMOVE ALL LOOSE MILL, SCALE, RUST, OIL AND GREASE PRIOR TO PAINTING.
  4. ALL ARBOR POSTS, BEAMS, RAFTERS AND RELATED COMPONENTS TO BE POWDER COATED 2(TWO) COATS; COLOR TO BE RAL 8025. ALL COMPONENTS TO BE PRIMED 2 COATS ALKYD CORROSION INHIBITING PRIMER PRIOR TO POWDER COAT.
  5. ANY PAINTED SURFACES DAMAGED DURING DELIVERY OR INSTALLATION SHALL BE SANDED SMOOTH, PRIMED WITH TWO COATS OF THE SPECIFIED ACRYLIC LATEX ENAMEL AND PAINTED TO MATCH EXISTING COLOR.
  6. CONTRACTOR TO PROVIDE POWDER COAT SAMPLES FOR ALL PROPOSED FENCE COLORS PRIOR TO INSTALLATION.

21 ARBOR BEAMS

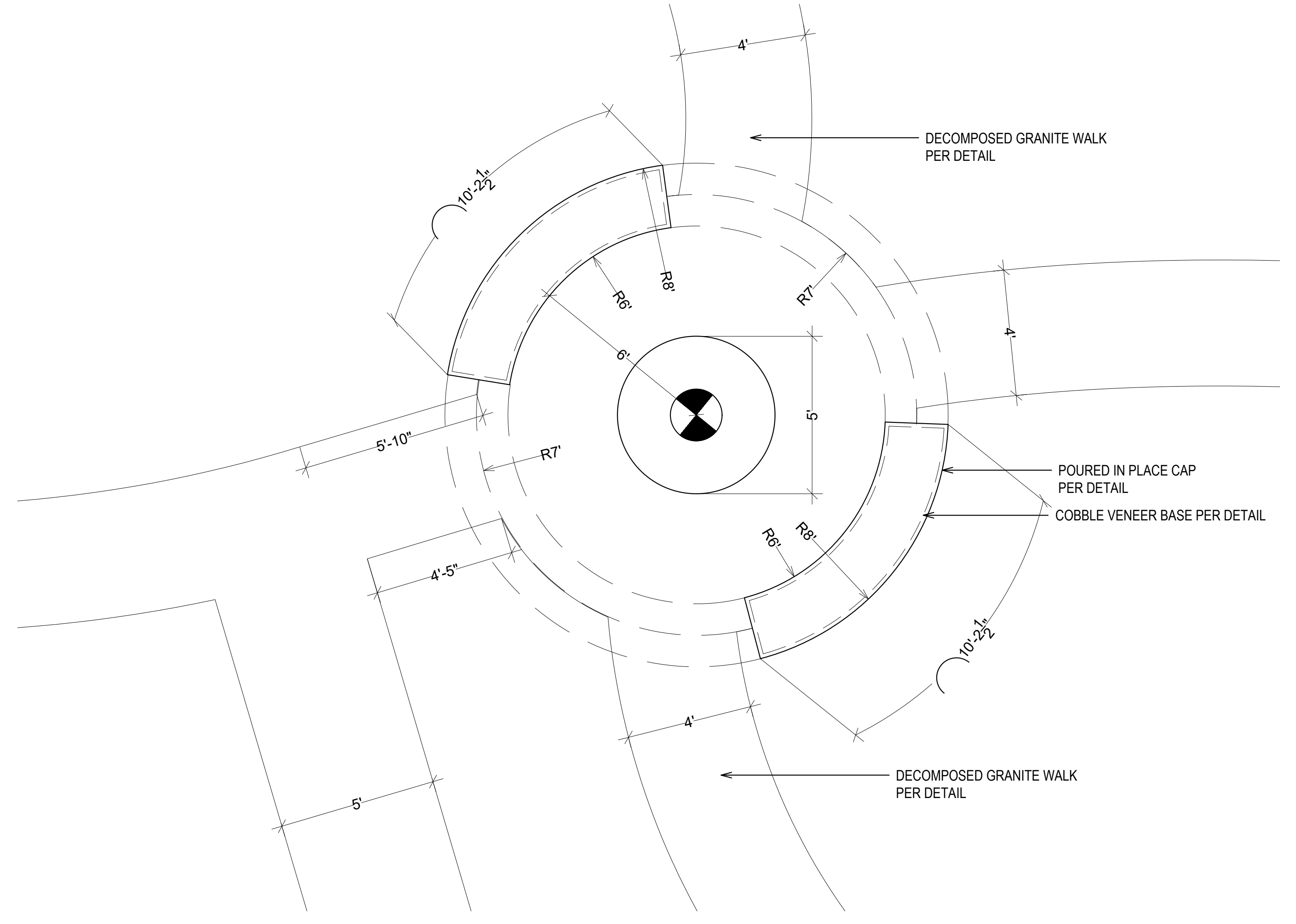


19 SEATWALL SECTION



- NOTE:
1. TREE ROUND EMBEDMENT DEPTH WILL VARY BASED ON HEIGHT AND SIZE OF EACH TREE ROUND

20 TREE ROUND PATH



17 CIRCULAR BENCH

**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

CONSTRUCTION DETAILS

OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE  
TRI CITY MENTAL HEALTH AUTHORITY GARDEN CENTER

REVISIONS	DATE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

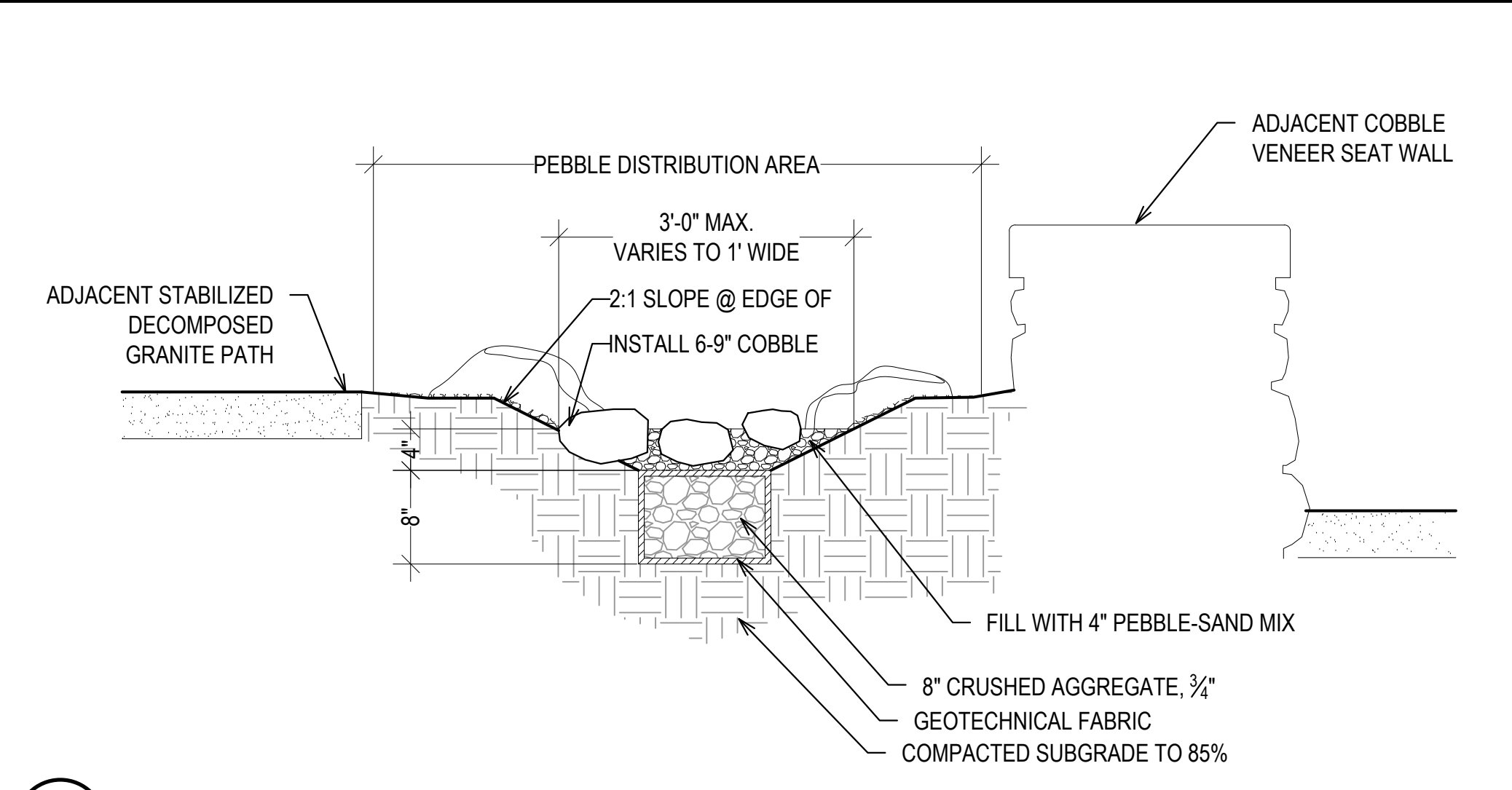
DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021



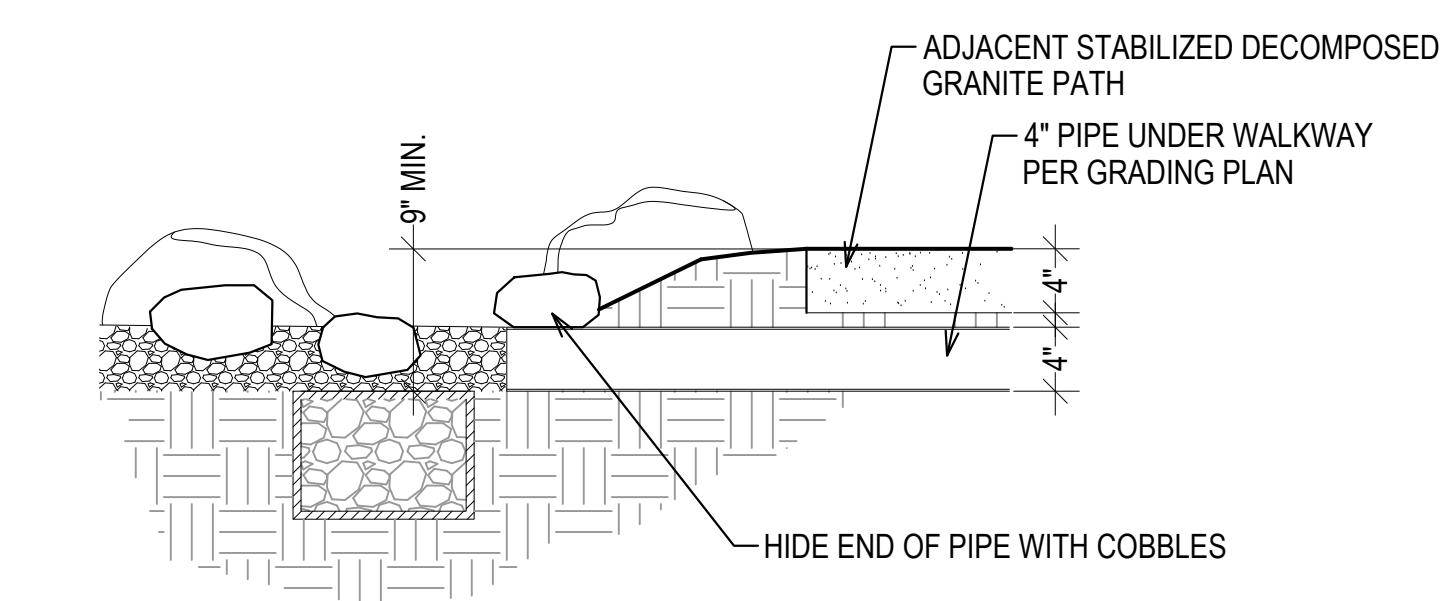
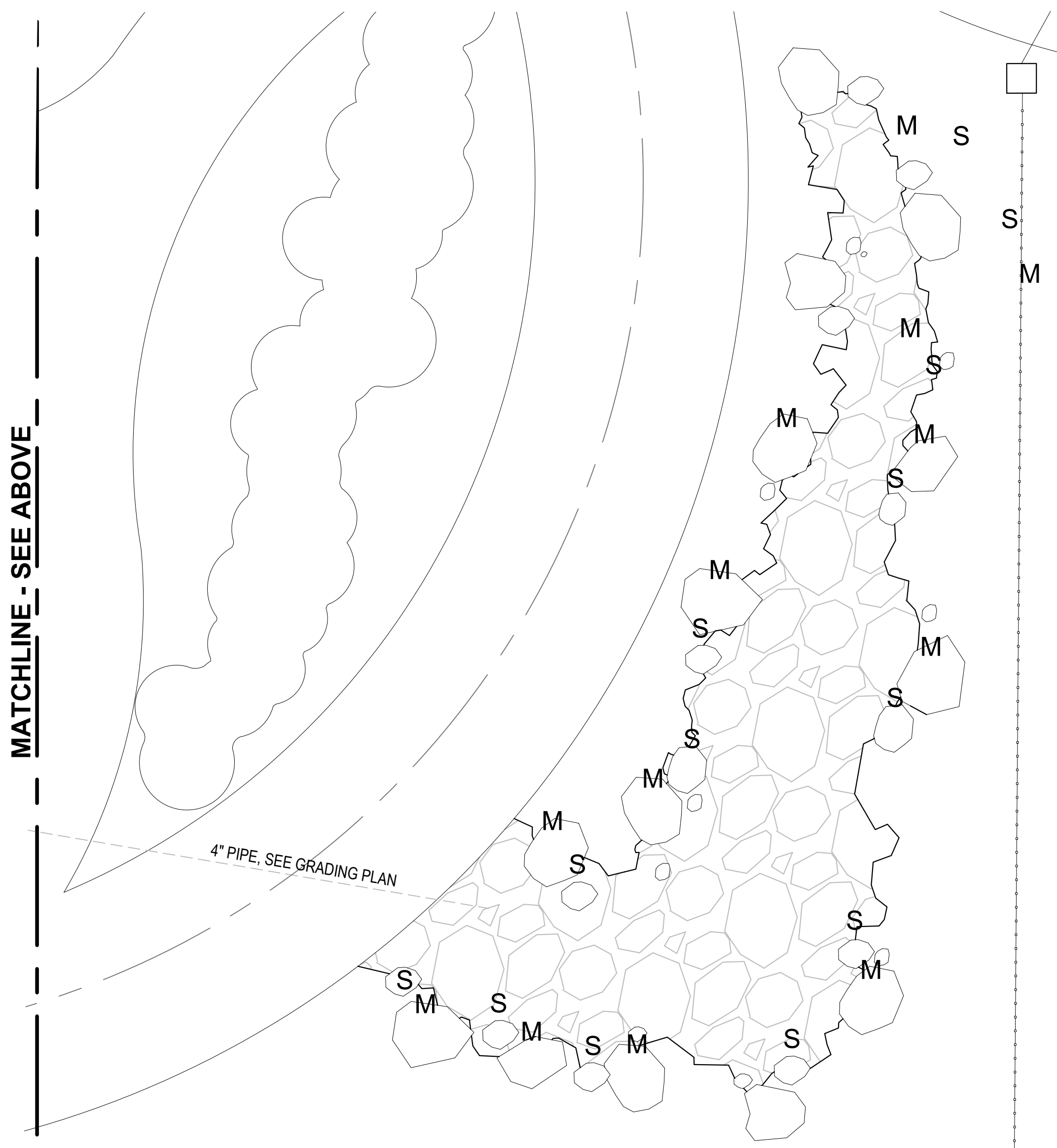
**SWALE BOULDER KEY**  
 M MEDIUM BOULDER 18"- 30" 19 BOULDERS  
 S SMALL BOULDER 12"- 18" 21 BOULDERS

TOTAL SWALE BOULDERS: 40

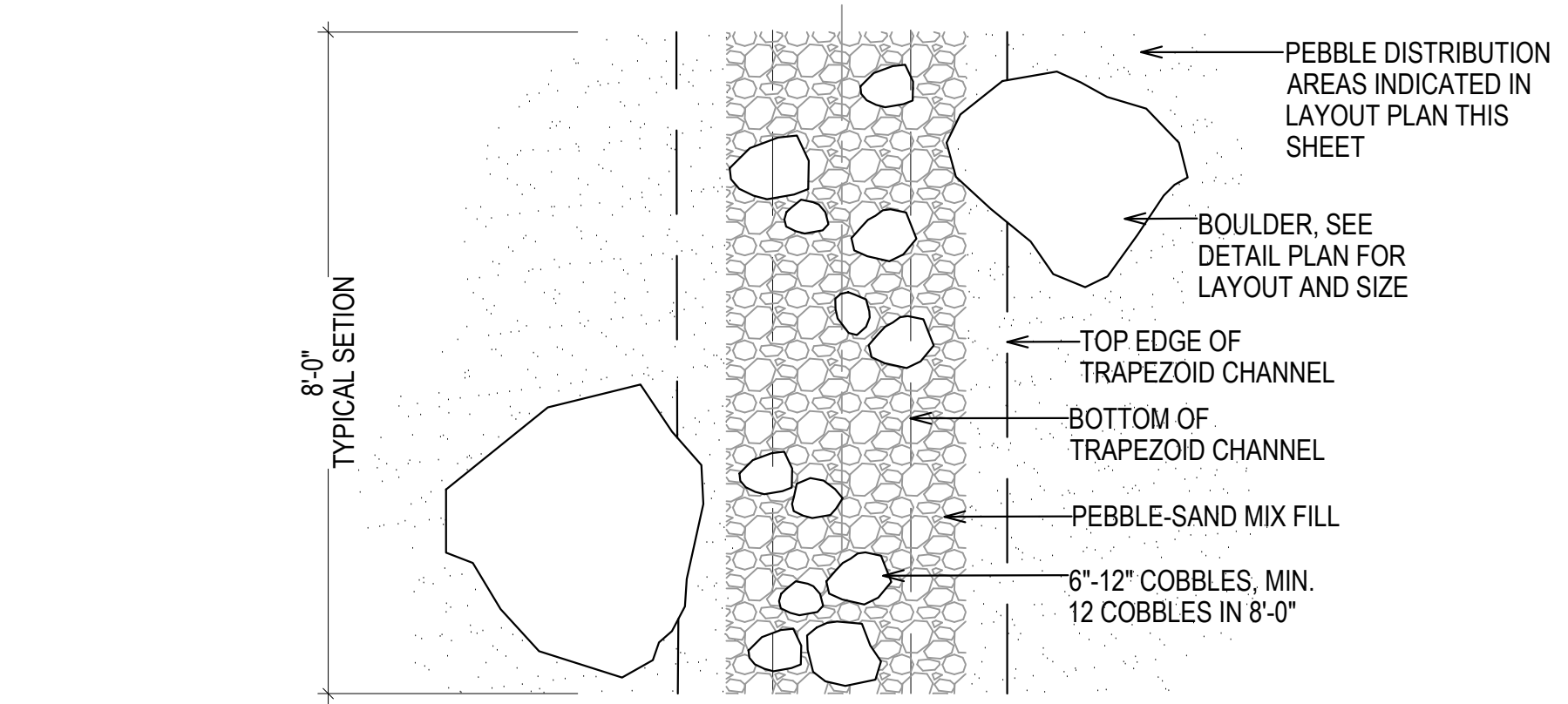
PEBBLE-SAND MIX: COMBINATION OF ARIZONA RIVER PEBBLES, SIZES 3/4" AND 3/8", SAND AND CRUSHED AGGREGATE BASE MATERIALS.



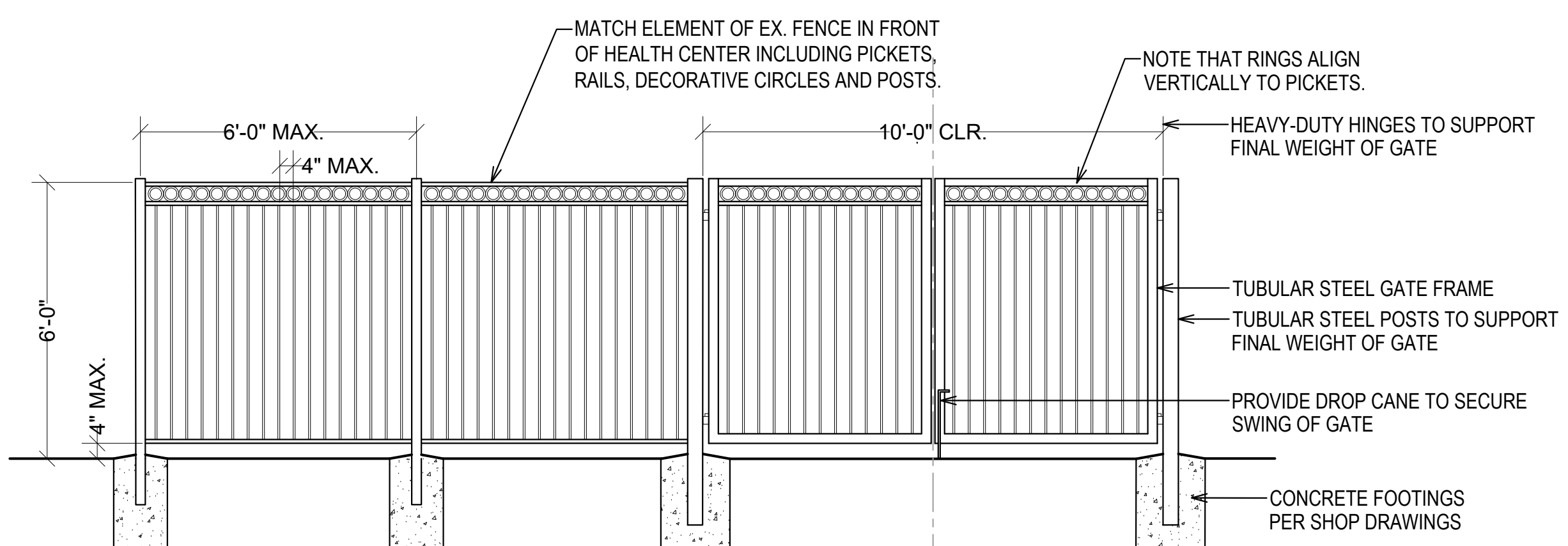
22 INFILTRATION SWALE SECTION



24 PIPE INSTALLATION UNDER WALK



23 INFILTRATION SWALE DETAIL PLAN



25 METAL FENCE

NOTES:

A) VERIFY FENCE & GATE LAYOUT WITH PROJECT MANAGER AT START OF PROJECT, PRIOR TO INSTALLATION.

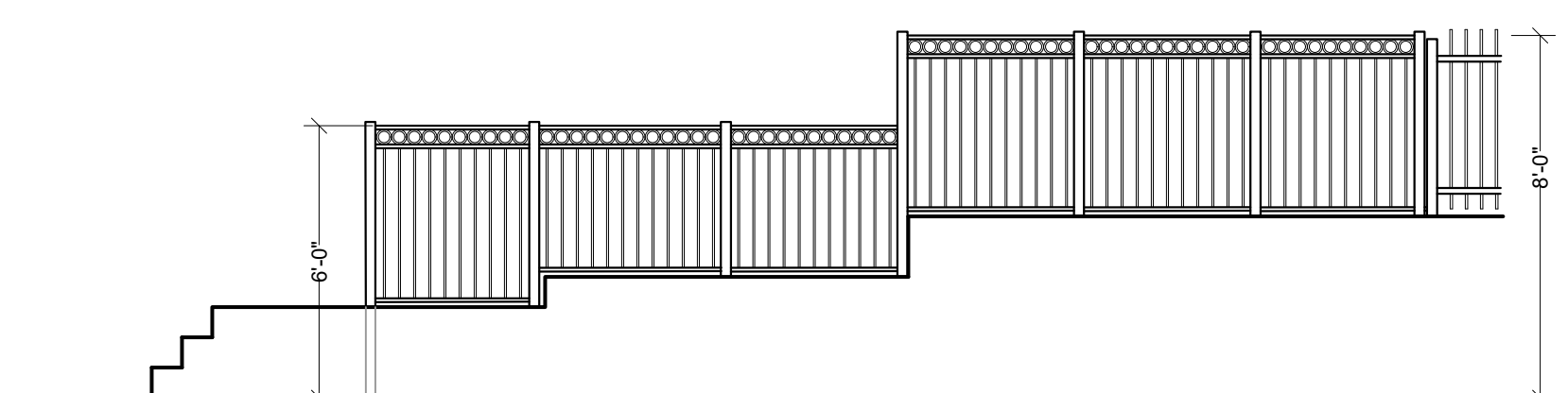
B) SUBMIT **COMPLETE SHOP DRAWINGS** INCLUDING ALL CONNECTIONS, HINGES, LOCKING DEVICES, DROP CANE, FOOTING DESIGN AND ALL STRUCTURAL CALCULATIONS REQUIRED BY THE CITY OF POMONA.

D) GRIND ALL WELDS SMOOTH. REMOVE ALL LOOSE MILL, SCALE, RUST, OIL AND GREASE PRIOR TO PAINTING.

E) ALL FENCE POSTS, RAILS, PICKETS AND RELATED COMPONENTS TO BE POWDER COATED 2(TWO) COATS; COLOR TO MATCH EXISTING METAL WORK ON-SITE. PROVIDE SAMPLE FOR APPROVAL. ALL COMPONENTS TO BE PRIMED 2 COATS ALKYD CORROSION INHIBITING PRIMER PRIOR TO POWDER COAT.

F) ANY PAINTED SURFACES DAMAGED DURING DELIVERY OR INSTALLATION SHALL BE SANDED SMOOTH, PRIMED WITH TWO COATS OF THE SPECIFIED ACRYLIC LATEX ENAMEL AND PAINTED TO MATCH EXISTING COLOR.

NOTE: COORDINATE WITH PROJECT MANAGER REGARDING INSTALLATION OF THE FENCE ON TOP OF THE ADJACENT NEIGHBOR'S EX. CMU WALL OR THE REMOVAL OF THE STEPPED PORTION OF THE CMU WALL ALLOWING FOR THE INSTALLATION OF THE FULL SIX TO EIGHT FOOT METAL FENCE. INCLUDE FENCE LAYOUT AS PART OF SHOP DRAWINGS. DO NOT PROCEED UNTIL APPROVAL OF FENCE IS RECEIVED.



26 SWALE LAYOUT PLAN

**WITHERS & SANDGREN**  
 LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
 CHATSWORTH, CA 91311  
 818-291-0200  
 mail@wITHERSANDGREN.COM

**CONSTRUCTION DETAILS - INFILTRATION SWALE**

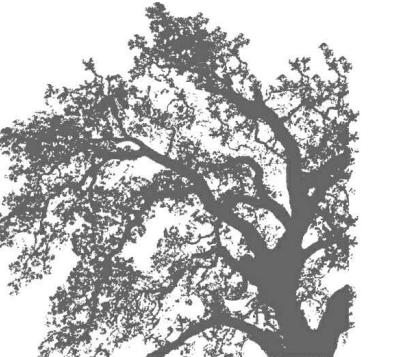
OWNER  
 TRI CITY MENTAL HEALTH AUTHORITY  
 2008 N. GAREY AVENUE  
 POMONA, CA 91767

PROJECT TITLE  
 TRI CITY MENTAL HEALTH AUTHORITY  
 GARDEN CENTER

REVISIONS	DATE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

DRAWN BY: JO/PBN  
 CHECKED BY: LW  
 PROJECT NO. 0972  
 DATE: 18 MAY 2021





**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

**IRRIGATION PLAN**

SHEET TITLE

OWNER

TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE

TRI CITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER

DATE

REVISIONS

DRAWN BY:

CHECKED BY:

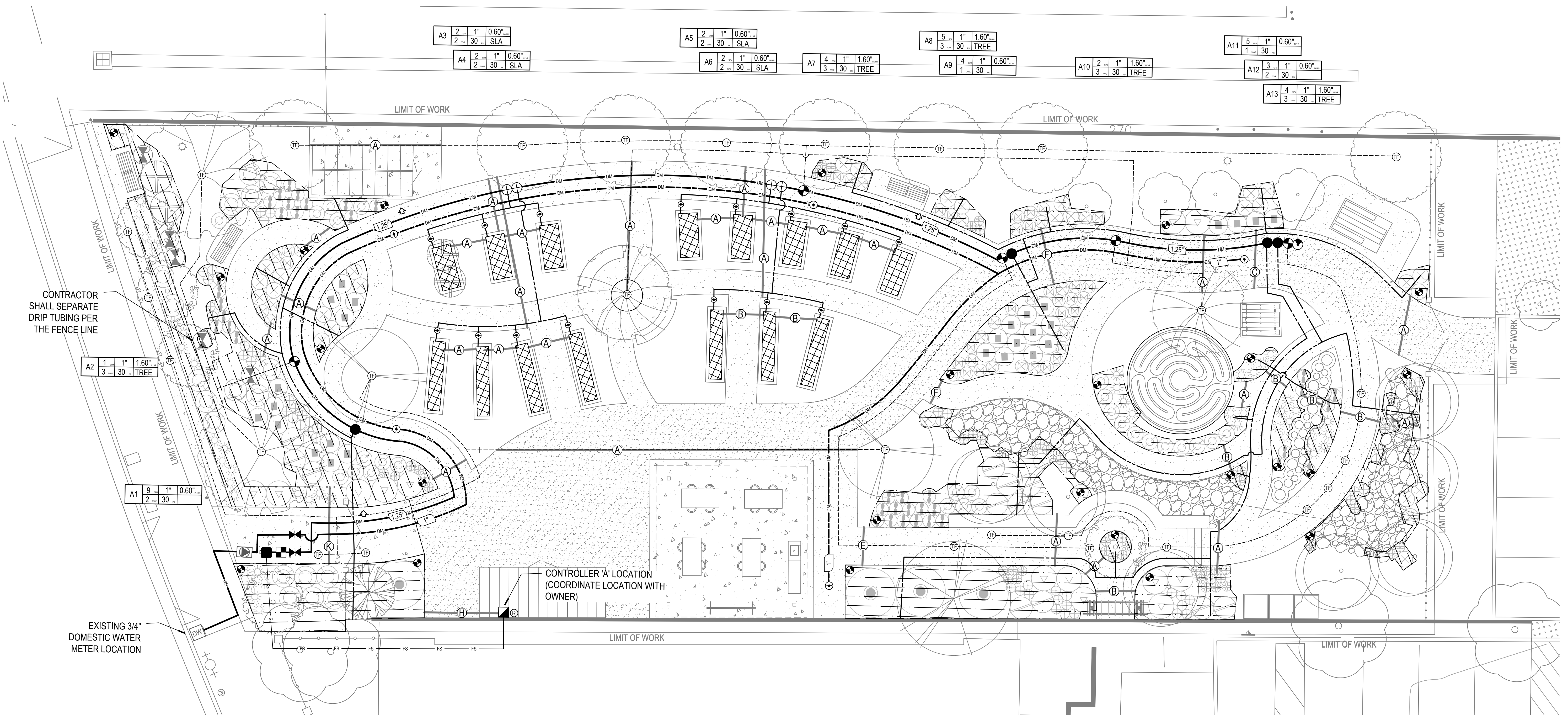
PROJECT NO. 0972

DATE: 18 MAY 2021



SHEET 12 OF 23

**L2.00**



**IRRIGATION CONSTRUCTION NOTES**

CONTRACTOR TO SAVE EXISTING FEBCO RP BACKFLOW DEVICE. CONTRACTOR TO RELOCATE AND INSTALL BACKFLOW PER DETAIL.

CONTRACTOR SHALL INSTALL A DEDICATED HOSE BIBB PRESSURE MAINLINE TO (5) OWNER DETERMINED HOSE BIBB LOCATIONS AT NO ADDITIONAL COST TO OWNER. CONTRACTOR SHALL REQUEST HOSE BIBB LOCATIONS BEFORE TRENCHING COMMENCES.

NOTE: ITEMS SHOWN IN BLACK REPRESENT PROPOSED RETROFIT. ITEMS SHADED IN GRAY REPRESENT EXISTING IRRIGATION FOR REFERENCE.

**POC NOTE**

BELOW IS SIZING OF THE POC IRRIGATION EQUIPMENT TO BE INSTALLED. CONTRACTOR SHALL REFER TO THE IRRIGATION EQUIPMENT LEGEND FOR SPECIFICATION.

POINT OF CONNECTION '1'

WATER METER: 3/4"	BASKET STRAINER: N/A
BACKFLOW DEVICE: 3/4"	MASTER VALVE: 1"
PRESSURE REGULATOR: N/A	FLOW SENSOR: 1"

**EQUIPMENT LOCATION NOTES**

ALL VALVE BOXES, ABOVE GRADE EQUIPMENT AND PIPING SHALL BE LOCATED IN LANDSCAPE AREAS. IRRIGATION EQUIPMENT SHALL NOT BE LOCATED IN HARDSCAPE / PAVED AREAS OR IN TURF AREAS WITHOUT WRITTEN PERMISSION FROM THE IRRIGATION CONSULTANT. LOCATE ALL VALVE BOXES IN SHRUB AREAS ONLY. CONTRACTOR WILL BE RESPONSIBLE TO RE-LOCATE VALVE BOXES INSTALLED IN TURF AREAS AT NO COST TO THE OWNER.

**DIGALERT 811**

CONTACT DIGALERT BY DIALING 811 A MINIMUM OF (3) WORKING DAYS BEFORE EXCAVATION.

**SLEEVING NOTES**

- SLEEVES TO BE MINIMUM TWICE THE DIAMETER OF THE PIPE SLEEVED.
- REFER TO LEGEND FOR SLEEVE SPECIFICATION AND PLAN FOR SLEEVE SIZE MATRIX
- IRRIGATION PIPE AND WIRE / CONDUIT SHALL BE SLEEVED UNDER PAVING.
- PRESSURE MAINLINE SLEEVES SHALL BE ACCOMPANIED WITH A MINIMUM 2" WIRE / CONDUIT SLEEVE.
- SEAL ALL SLEEVE ENDS TO PROHIBIT SOIL FROM ENTERING THE BURIED SLEEVE.
- SLEEVES TO EXTEND MINIMUM 12" BEYOND PAVING.
- IRRIGATION CONTRACTOR TO COORDINATE SLEEVING WITH THE HARDSCAPE CONTRACTOR AND SITE SUPERINTENDENT PRIOR TO INSTALLATION OF ANY HARDSCAPE.

**SPARE WIRE NOTE**

TWO (2) CONTINUOUS, SPARE WIRES SHALL BE PROVIDED FOR EACH MAINLINE DIRECTION. ALL SPARE WIRES SHALL BE LOOPED IN EACH VALVE BOX WITH 24" COIL. ALL SPARE WIRE SHALL BE ORANGE IN COLOR. COIL ALL SPARE WIRES IN BOTTOM OF CONTROLLER. TERMINATE SPARE WIRES IN THE LAST VALVE BOX.

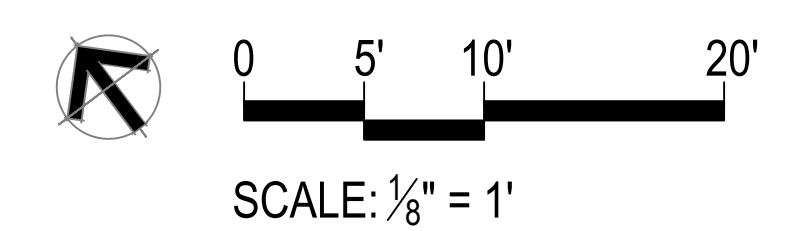
**LATERAL PIPE SIZING LEGEND**

1/2" PIPE PROHIBITED	3/4" MINIMUM
—	—
—	—
—	—
—	—
—	—
—	—
—	—
—	—

**SLEEVE SIZING LEGEND**

REFER TO IRRIGATION LEGEND FOR SLEEVE SPECIFICATION AND DETAIL FOR BURIAL REQUIREMENTS.

—A—	(2) 2"	—H—	(2) 4"
—B—	(3) 2"	—I—	(3) 4"
—C—	(4) 2"	—J—	(4) 4"
—D—	(2) 3"	—K—	(5) 4"
—E—	(3) 3"	—L—	(1) 6" + (2) 4"
—F—	(4) 3"	—M—	(1) 6" + (3) 4"
		—N—	(1) 6" + (4) 4"
—G—	GALVANIZED SLEEVE MINIMUM 2X DIAMETER OF PIPE OVER V-DITCH		



**IRRIGATION SYSTEM NOTES**

**DESIGN CLARIFICATIONS:**

- THE IRRIGATION PLANS ARE DIAGRAMMATIC. ALL EQUIPMENT AND PIPING SHOWN WITHIN HARDSCAPED LOCATIONS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN LANDSCAPED LOCATIONS WHEREVER POSSIBLE.
- THE IRRIGATION CONTRACTOR SHALL BECOME FAMILIAR WITH ALL GRADE DIFFERENCES AND LOCATION OF ALL WALLS, FENCES, STRUCTURES AND UTILITIES. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR REPAIRING OR REPLACING ALL ITEMS DAMAGED BY THEIR WORK. WORK SHALL BE COORDINATED WITH THE SITE SUPERINTENDENT FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER STREETS, PARKING LOTS, AND PAVING, ETC.
- THE IRRIGATION SYSTEM DESIGN IS BASED ON A MINIMUM OPERATING PRESSURE AS NOTED ON THE PLANS. THE IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE AT THE IRRIGATION POINT OF CONNECTION PRIOR TO START OF CONSTRUCTION. REPORT THE ONSITE MEASURED PRESSURE READING TO THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO START OF WORK.
- DO NOT PURPOSEFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS WHEN IT IS CLEAR IN THE FIELD THAT UNKNOWN STRUCTURES, UTILITIES, GRADE DIFFERENCES, OR DIFFERENCES IN THE LANDSCAPE AREA EXIST THAT ARE NOT REPRESENTED ON THE PLANS. THE IRRIGATION CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE OF THE OBSTRUCTIONS OR DIFFERENCES. IF A NOTIFICATION IS NOT PROVIDED, THE IRRIGATION CONTRACTOR SHALL ACCEPT FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
- ALL IRRIGATION EQUIPMENT NOT DETAILED SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.

**INSTALLATION NOTES:**

- THE LANDSCAPE ARCHITECT AND IRRIGATION CONSULTANT SHALL APPROVE THE FINAL LOCATION OF THE IRRIGATION CONTROLLER, BACKFLOW DEVICE, SIGNAGE AND ALL OTHER ABOVE GRADE EQUIPMENT PRIOR TO INSTALLATION.
- 120 VAC ELECTRICAL SOURCE AT IRRIGATION CONTROLLER LOCATION SHALL BE PROVIDED BY OTHERS. THE IRRIGATION CONTRACTOR SHALL MAKE THE FINAL CONNECTION FROM THE ELECTRICAL SOURCE TO THE IRRIGATION CONTROLLER PER LOCAL ELECTRICAL CODES.
- THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR VERIFYING ONSITE ELECTRICAL POWER TYPE (VOLTAGE AND PHASE) FOR IRRIGATION PUMPS BEFORE ORDERING / PURCHASING EQUIPMENT. IF ELECTRICAL POWER TYPE DIFFERS FROM THE PUMP SPECIFICATION, THEN IRRIGATION CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE AND IRRIGATION CONSULTANT. IF A NOTIFICATION IS NOT PROVIDED, THE IRRIGATION CONTRACTOR SHALL ACCEPT FULL RESPONSIBILITY FOR ALL COSTS.
- IF PUMP ASSEMBLY DOES NOT INCLUDE A WAFER CHECK VALVE, CONTRACTOR SHALL INSTALL A LINE SIZE WAFER CHECK VALVE IMMEDIATELY DOWNSTREAM OF PUMP.
- INSTALL ALL PIPING BETWEEN THE POINT OF CONNECTION AND THE R.P. BACKFLOW DEVICE AS PER LOCAL CODES.
- ALL MAINLINE / LATERAL LINE PIPING AND WIRES / CONDUITS UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES. MAINLINE / LATERAL LINE SLEEVES SHALL BE A MINIMUM OF TWICE (2X) THE DIAMETER OF THE PIPE TO BE SLEEVED. WIRE / CONDUIT SLEEVES SHALL BE OF SUFFICIENT SIZE FOR THE REQUIRED NUMBER OF WIRES UNDER PAVING.
- PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWING. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED PIPE SHALL BE IMMEDIATELY REMOVED FROM THE SITE.
- ALL SPRINKLER / ROTOR HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.

**SYSTEM ADJUSTMENT NOTES:**

- THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL VALVES, SPRAY HEADS AND ROTORS FOR OPTIMUM COVERAGE WITH MINIMAL OVERSPRAY ONTO WALKS, STREETS, WALLS, ETC.
- THE IRRIGATION CONTRACTOR SHALL INSTALL CHECK VALVES ON ALL HEADS IN AREAS WHERE FINISH GRADE EXCEEDS 4:1 AND WHERE POST VALVE SHUT-OFF LOW HEAD DRAINAGE OF THE IRRIGATION SYSTEM OCCURS OR AS DIRECTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- THE CONTRACTOR SHALL PROVIDE PRESSURE COMPENSATION SCREENS (PCS) AS NECESSARY TO ELIMINATE OVERSPRAY ONTO WALKS, STREETS, WALLS, OR OTHER AREAS AS DIRECTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- SHRUB RISER HEADS MAY BE SUBSTITUTED FOR SHRUB POP-UP HEADS IN LANDSCAPE AREAS EXCEPT WHERE ADJACENT TO PUBLIC AREAS SUCH AS WALKS, CURBS, TURF HEADERS, MONUMENTS, FOUNTAINS, OR SIGNAGE. REFER TO INSTALLATION DETAILS.

**IRRIGATION ADJUSTMENTS**

**INSTALLATION**

- FLUSH IRRIGATION SYSTEM THOROUGHLY BEFORE ADJUSTING IRRIGATION EQUIPMENT.
- ADJUST PRESSURE REGULATOR DOWNSTREAM OF WATER METER TO PRESSURE SETTING AS NOTED ON PLANS.
- ADJUST PRS - D PRESSURE SETTING ON CONTROL VALVES AS FOLLOWS:
  - SPRAY HEADS - 35 PSI
  - 5000 ROTORS AND ROTATORS - 50 PSI
  - 8000 ROTORS - 65 PSI
- \* INCREASE AS NEEDED FOR ELEVATION CHANGE
- ACTIVATE VALVE AND ADJUST FLOW CONTROL STEM UNTIL DESIRED FLOW / PRESSURE IS ACHIEVED. VALVE STEM SHALL NOT BE FULLY OPEN PER MANUFACTURER RECOMMENDATIONS.
- ONLY ADJUST FLOW / PRESSURE ON ONE VALVE PER CONTROLLER AT A TIME.

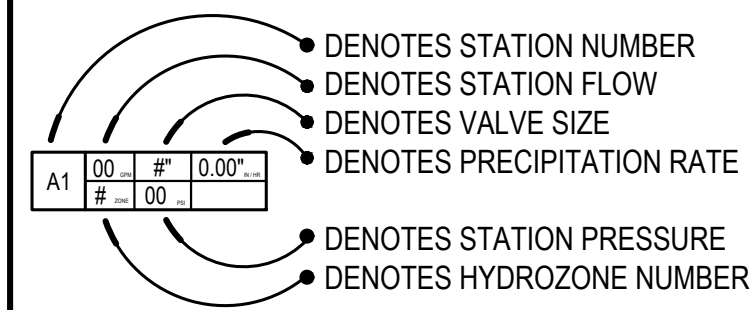
**POST - INSTALLATION**

- ADJUST SPRAY HEAD PATTERN AND COVERAGE WITH NOZZLE SCREW ADJUSTMENT TO ELIMINATE OVERSPRAY ONTO HARDSCAPE.
- ADJUST ROTOR PATTERN AND COVERAGE WITH NOZZLE SCREW TO ELIMINATE OVERSPRAY ONTO HARDSCAPE.

**IRRIGATION EQUIPMENT LEGEND**

**DOMESTIC WATER**

SYMBOL	ITEM	MANUFACTURER - MODEL NUMBER - DESCRIPTION																								
NOT SHOWN	WIRE CONNECTORS	3M DBRY-6 600 VAC WATERPROOF DIRECT BURY CONNECTORS • FOR USE WITH TWO-WIRE CABLE CONNECTIONS																								
NOT SHOWN	MAINLINE FITTINGS	PRESSURE MAINLINE FITTINGS TO BE SCHEDULE 40 PVC SOLVENT WELD																								
	LATERAL FITTINGS	NON-PRESSURE LATERAL LINE FITTINGS TO BE: • BURIED LATERAL: SCHEDULE 40 PVC SOLVENT WELD • ABOVE GRADE LATERAL: UVR SCHEDULE 40 PVC SOLVENT WELD																								
NOT SHOWN	STATION ID TAG	CHRISTY'S ID-MAX-Y1 YELLOW STATION ID TAGS WITH BLACK LETTERING • PER REMOTE CONTROL VALVE																								
NOT SHOWN	WATER ID TAG	CHRISTY'S ID-MAX-G2-NP012 GREEN BILINGUAL NON-POTABLE WATER ID TAG • PER PIECE OF NON-POTABLE WATER EQUIPMENT																								
NOT SHOWN	VALVE BOX	<b>IRRIGATION VALVE BOXES</b> <table border="1"> <thead> <tr> <th>BOX</th> <th>LID</th> <th>SKU NUMBER</th> </tr> </thead> <tbody> <tr> <td>• 6" ROUND</td> <td>SNAP ON T-COVER</td> <td>CARSON 07081131</td> </tr> <tr> <td>• 10" ROUND</td> <td>T-COVER</td> <td>CARSON 09101034</td> </tr> <tr> <td>• 14" x 19" RECTANGULAR</td> <td>T-COVER</td> <td>CARSON 14191035</td> </tr> <tr> <td>• 12" x 20" JUMBO</td> <td>T-COVER</td> <td>CARSON 12201021</td> </tr> </tbody> </table> BOX / LID COLOR: GREEN - INCLUDES STANDARD HEX BOLT  <b>LOW VOLTAGE IRRIGATION WIRE VALVE BOXES</b> <table border="1"> <thead> <tr> <th>BOX</th> <th>LID</th> <th>SKU NUMBER</th> </tr> </thead> <tbody> <tr> <td>• 10" ROUND</td> <td>T-COVER</td> <td>CARSON 09101037</td> </tr> <tr> <td>• 14" x 19" RECTANGULAR</td> <td>T-COVER</td> <td>CARSON 14191434</td> </tr> </tbody> </table> BOX / LID COLOR: BLACK - INCLUDES STANDARD HEX BOLT	BOX	LID	SKU NUMBER	• 6" ROUND	SNAP ON T-COVER	CARSON 07081131	• 10" ROUND	T-COVER	CARSON 09101034	• 14" x 19" RECTANGULAR	T-COVER	CARSON 14191035	• 12" x 20" JUMBO	T-COVER	CARSON 12201021	BOX	LID	SKU NUMBER	• 10" ROUND	T-COVER	CARSON 09101037	• 14" x 19" RECTANGULAR	T-COVER	CARSON 14191434
BOX	LID	SKU NUMBER																								
• 6" ROUND	SNAP ON T-COVER	CARSON 07081131																								
• 10" ROUND	T-COVER	CARSON 09101034																								
• 14" x 19" RECTANGULAR	T-COVER	CARSON 14191035																								
• 12" x 20" JUMBO	T-COVER	CARSON 12201021																								
BOX	LID	SKU NUMBER																								
• 10" ROUND	T-COVER	CARSON 09101037																								
• 14" x 19" RECTANGULAR	T-COVER	CARSON 14191434																								



**IRRIGATION EQUIPMENT LEGEND**

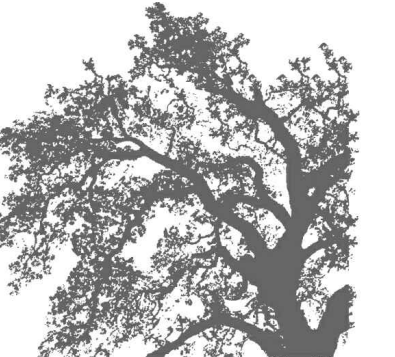
**DOMESTIC WATER**

SYMBOL	ITEM	MANUFACTURER - MODEL NUMBER - DESCRIPTION
⊕	CONTROL VALVE	RAIN BIRD XCZ-PRB-100-COM 1" CONTROL VALVE WITH BALL VALVE AND 40 PSI PRESSURE REGULATING 200 MESH QUICK CHECK BASKET FILTER • INCLUDE SENNINGER PRL-10 10 PSI PRESET PRESSURE REGULATOR
⊙	BALL VALVE	SCHEDULE 80 PVC (S x S) FULL PORT BALL VALVE • LINE SIZE UP TO 3"
	DRIP TAPE	IRRITEC P1 15 MIL 5/8" DRIP TAPE WITH 0.46 GPH EMITTERS SPACED 6" IN TAPE • SPACE DRIP TAPE 12" APART • TRIANGULATE EMITTERS BETWEEN DRIP TAPE ROWS  DRIP TAPE PRODUCTS AVAILABLE AT DRIPDEPOT.COM

**IRRIGATION EQUIPMENT LEGEND**

**DOMESTIC WATER**

SYMBOL	ITEM	MANUFACTURER - MODEL NUMBER - DESCRIPTION
	DOMESTIC WATER METER	EXISTING 3/4" DOMESTIC WATER METER • VERIFY STATIC WATER PRESSURE AND REPORT TO IRRIGATION CONSULTANT BEFORE START OF WORK
	BACKFLOW WITH ENCLOSURE	EXISTING 3/4" FEBCO 825Y BACKFLOW PREVENTION DEVICE (S/N: J125736)  CONTRACTOR TO FURNISH AND INSTALL: • WILKINS SXL STRAINER WITH 20 MESH SCREEN ON UPSTREAM SIDE • STRONGBOX SBBC-#SS SMOOTH TOUCH BACKFLOW ENCLOSURE
	MASTER VALVE	RAIN BIRD EFB-CP SERIES NORMALLY CLOSED BRASS MASTER VALVE • REFER TO PLAN FOR SIZE
	FLOW SENSOR	CREATIVE SENSOR TECHNOLOGY ELF-N10-SP3 1" PLASTIC FLOW SENSOR
	GATE VALVE	NIBCO T-113-K BRONZE CROSS TOP GATE VALVE • LINE SIZE UP TO 3"
	CONTROL VALVE	RAIN BIRD PESB-PRS-D SERIES PRESSURE REGULATING CONTROL VALVE • INCLUDE PRS DIAL VALVE PRESSURE REGULATOR • REFER TO PLAN FOR SIZE
	CONTROL VALVE DRIP	RAIN BIRD XCZ-PRB-100-COM 1" CONTROL VALVE WITH BALL VALVE AND 40 PSI PRESSURE REGULATING 200 MESH QUICK CHECK BASKET FILTER
	HOSE BIB	SUPERIOR B401 3/4" HOSE BIB • INCLUDE SUPERIOR VBH VACUUM BREAKER ATTACHMENT • PLACE IN SHRUB BED ONLY
	AIR RELIEF	JAIN ARV-2 2" COMBINATION AIR / VACUUM RELIEF VALVE
	LATERAL LINE CHECK VALVE	NDS KSC-S SERIES LINE SIZE SWING CHECK FOR UPHILL FLOW DIRECTION NDS KC-S SERIES LINE SIZE SPRING CHECK FOR DOWNHILL FLOW DIRECTION
	FLUSH VALVE	NETAFIM TLSOV MANUAL DRIP FLUSH VALVE • INCLUDE HUNTER ECO-ID DRIP OPERATION INDICATOR
	TREE IRRIGATION	FLAT - BELOW GRADE RAIN BIRD RD06-S-PRS30 POP UP SPRAY HEAD. REFER TO TREE MATRIX ON TREE DETAIL FOR NUMBER OF HEADS, NOZZLE TYPE AND PCS SCREEN BY TREE BOX SIZE.
	LOCATION ARROW	INDICATES MAINLINE INSTALLATION LOCATION
	RAIN SENSOR	HUNTER WR-CLIK WIRELESS RAIN SENSOR WITH WIRELESS RECEIVER CONTROLLER INTERFACE • INCLUDE CLIK-DELAY 48-HOUR RAIN DELAY SENSOR
	CONTROLLER	HUNTER HCC-800-PL 8 STATION INDOOR MOUNT • INCLUDE HUNTER ICM-800, 8-STATION EXPANSION MODULE • INCLUDE HUNTER WIFI-EXT-KIT, WI-FI ANTENNA EXTENSION KIT • INCLUDE HUNTER PIGTAIL • INCLUDE HUNTER ROAM-KIT WITH ROAM-WH AND 258200
	HOSE BIBB PRESSURE MAINLINE	<u>HOSE BIBB DOMESTIC WATER MAINLINE (DM)</u> 1" WHITE SCHEDULE 40 PRESSURE MAINLINE • ALL PIPE TO BE SOLVENT WELD • REFER TO TRENCHING DETAIL FOR DEPTHS
	BELOW GRADE PRESSURE MAINLINE	<u>DOMESTIC WATER MAINLINE (DM)</u> WHITE SCHEDULE 40 PRESSURE MAINLINE FOR PIPE 1" THROUGH 1-1/2" WHITE CLASS 315 PRESSURE MAINLINE FOR PIPE 2" THROUGH 3" • ALL PIPE TO BE SOLVENT WELD • REFER TO PLAN FOR SIZE • REFER TO TRENCHING DETAIL FOR DEPTHS
	BELOW GRADE LATERAL LINE	WHITE SCHEDULE 40 SOLVENT WELD PVC LATERAL LINE • REFER TO PLAN FOR SIZE - 3/4" MINIMUM • REFER TO TRENCHING DETAIL FOR BURIAL DEPTHS
	TREE IRRIGATION LATERAL	<u>FLAT - BELOW GRADE</u> WHITE SCHEDULE 40 SOLVENT WELD PVC LATERAL LINE • REFER TO PLAN FOR SIZE - 3/4" MINIMUM • REFER TO TRENCHING DETAIL FOR BURIAL DEPTHS
	DRIP LATERAL	RAIN BIRD XFS-CV-06-12 SERIES WITH COPPER SHIELD AND CHECK VALVE OPTION • 0.6 GPH EMITTERS SPACED AT 12" O.C. WITHIN TUBING • REFER TO DRIP DETAIL FOR ROW SPACING AND BURIAL DEPTH • INSTALL RAIN BIRD TDS-060 TUBING STAPLES AT 4" O.C. • ALL FITTINGS SHALL BE RAIN BIRD BARBED XF SERIES
	FLOW SENSOR CABLE	PAIGE ELECTRIC P7162D, #16AWG TWO CONDUCTOR SHIELDED FLOW SENSOR • INSTALL IN A GRAY SCHEDULE 40 1-1/4" PVC CONDUIT • PULL BOXES AT 200' O.C. - NO SPLICES
	SLEEVE	WHITE SCHEDULE 40 PVC • REFER TO SLEEVING LEGEND FOR QUANTITY AND SIZE
NOT SHOWN	IRRIGATION WIRE	PAIGE P7001D UL LISTED U.F. 600V DIRECT BURIAL • PILOT WIRE 14 AWG EACH CONTROLLER TO HAVE DIFFERENT COLOR • COMMON 14 AWG WHITE WITH STRIPE TO MATCH PILOT WIRE • EXTRA WIRE 14 AWG ORANGE



**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

**IRRIGATION LEGENDS**

SHEET TITLE

TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA  
91767

OWNER

TRI CITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER

PROJECT TITLE

DATE

REVISIONS

NO.	DATE	DESCRIPTION
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021



Irrigation Pressure Calculation						
Water Meter #:	1		Controller ID:	A		
<b>Water Meter Information</b>						
Water Meter Size	0.75"		Water Type	Domestic Water		
Static Pressure	77 PSI					
<b>Valve Information</b>						
Automatic Control Valve Size	A11		Demand	5 GPM		
Head Type	Drip					
<b>Friction Loss</b>						
QTY	SIZE (INCHES)	TYPE	ITEM	FLOW (GPM)	PRESSURE LOSS (PSI)	
10'	0.75"	Copper	Service Line	5 GPM	0.40 PSI	
1	0.75"		Water Meter	5 GPM	0.48 PSI	
1	0.75"	Febco 825Y	RP Backflow w/ Strainer	5 GPM	15.00 PSI	
1	1.00"		Master Valve	5 GPM	0.21 PSI	
1	1.00"		Flow Sensor	5 GPM	0.01 PSI	
1	1.25"		Isolation Valves	5 GPM	0.00 PSI	
260'	1.25"	PVC	Mainline	5 GPM	0.45 PSI	
1	1.00"	PESB	Automatic Control Valve	5 GPM	1.19 PSI	
			Lateral Line Loss		4.00 PSI	
			Fitting Loss (10%)		2.17 PSI	
			Elevation Change			
			Total System Losses		24 PSI	
			Pressure to Operate Head		30 PSI	
			Safety Factor	20%	11 PSI	
			Static Pressure at Water Meter		77 PSI	
			Pressure Required with Safety Factor		65 PSI	
			Residual Pressure		12 PSI	
			Set Pressure Regulator to		65 PSI	

Controller Programming Recommendation									
Water Meter #:	1		Controller ID:	A		Schedule Type:	Establishment		
CIMIS Zone or City:	Zone 9		Soil Type:	Clay Loam		Turf Root Depth:	2 Inches		
Peak ETo Per Day:	0.24					Shrub Root Depth:	4 Inches		
Station #	Hydrozone #	Exposure/ Aspect	Plant Type	Peak Landscape Coefficient	Sprinkler Type	Precipitation Rate	Efficiency	Cycles Per Week	Peak Runtime Per Cycle (Minutes)
1	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	7	12
2	3	Full Sun - South	Trees - Mod	0.60	Bubbler	2.5	0.85	7	4
3	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	7	12
4	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	7	12
5	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	7	12
6	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	7	12
7	3	Full Sun - South	Trees - Mod	0.60	Bubbler	2.5	0.85	7	4
8	3	Full Sun - South	Trees - Mod	0.60	Bubbler	2.5	0.85	7	4
9	1	Full Sun - South	Shrub - Low	0.30	Drip	0.6	0.81	4	18
10	3	Full Sun - South	Trees - Mod	0.60	Bubbler	2.5	0.85	7	4
11	1	Full Sun - South	Shrub - Low	0.30	Drip	0.6	0.81	4	18
12	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	7	12
13	3	Full Sun - South	Trees - Mod	0.60	Bubbler	2.5	0.85	7	4

Controller Programming Recommendation									
Water Meter #:	1		Controller ID:	A		Schedule Type:	Maturity		
CIMIS Zone or City:	Zone 9		Soil Type:	Clay Loam		Turf Root Depth:	6 Inches		
Peak ETo Per Day:	0.24					Shrub Root Depth:	12 Inches		
Station #	Hydrozone #	Exposure/ Aspect	Plant Type	Peak Landscape Coefficient	Sprinkler Type	Precipitation Rate	Efficiency	Cycles Per Week	Peak Runtime Per Cycle (Minutes)
1	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	3	36
2	3	Full Sun - South	Trees - Mod	0.60	Bubbler	2.5	0.85	3	12
3	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	3	36
4	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	3	36
5	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	3	36
6	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	3	36
7	3	Full Sun - South	Trees - Mod	0.60	Bubbler	2.5	0.85	3	12
8	3	Full Sun - South	Trees - Mod	0.60	Bubbler	2.5	0.85	3	12
9	1	Full Sun - South	Shrub - Low	0.30	Drip	0.6	0.81	4	18
10	3	Full Sun - South	Trees - Mod	0.60	Bubbler	2.5	0.85	3	12
11	1	Full Sun - South	Shrub - Low	0.30	Drip	0.6	0.81	4	18
12	2	Full Sun - South	Shrub - Mod	0.40	Drip	0.6	0.81	3	36
13	3	Full Sun - South	Trees - Mod	0.60	Bubbler	2.5	0.85	3	12

**HYDROZONE NOTE**

THE IRRIGATION PLANS COMPLY WITH THE STATE OF CALIFORNIA'S WATER EFFICIENT LANDSCAPE ORDINANCE PER THE FOLLOWING INFORMATION:

- LANDSCAPE HYDROZONE (NUMBER), IRRIGATION SQUARE FOOTAGE, PRECIPITATION RATE AND FLOW RATE ARE LOCATED IN THE STATION ID FOR ALL VALVES.
- HYDROZONE NUMBERS ARE ASSIGNED BY PLANT TYPE, PLANT WATER USE, AND IRRIGATION TYPE.
- THE WATER USE CALCULATIONS ARE ORGANIZED BY HYDROZONE CATEGORY NUMBER THAT CORRESPONDS TO THE HYDROZONE NUMBER IN THE STATION ID ON THE PLANS. EACH HYDROZONE CATEGORY SUMMARIZES THE TOTAL AREA OF EACH CATEGORY.
- WATER USE CALCULATIONS ARE PER WATER METER.
- REFER TO THE STATION ID SYMBOL (BELOW) FOR LOCATION OF HYDROZONE AND IRRIGATION DATA PROVIDED.

Water Efficient Landscape Worksheet										
Water Meter #: 1	Controller ID: A		CIMIS Zone or City: State Zone 9				Reference Evapotranspiration (ETo): 55.10	Landscape Type: Non-Residential		
Landscape Area										
Hydrozone #	Plant Type	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area Sq. Ft.	Percent %	ETAF x Area	Estimated Total Water Use (ETWU) Gallons	
1	Shrub - Low Water Use	0.3	Inline Drip	81%	0.37	1,165	38%	431	14,740	
2	Shrub - Mod Water Use	0.4	Inline Drip	81%	0.49	1,597	52%	789	26,942	
<b>Totals:</b>						<b>2,762</b>	<b>90%</b>	<b>1,220</b>	<b>41,682</b>	
Special Landscape Area										
Hydrozone #	Plant Type	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area Sq. Ft.	Percent %	ETAF x Area	Estimated Total Water Use (ETWU) Gallons	
Recycled Water	THIS SPACE LEFT BLANK PER MWEO									
Active Play	THIS SPACE LEFT BLANK PER MWEO									
Edible Garden	THIS SPACE LEFT BLANK PER MWEO				1.00	322	10%	322	11,000	
Urban Forest	THIS SPACE LEFT BLANK PER MWEO									
<b>Totals:</b>						<b>322</b>	<b>10%</b>	<b>322</b>	<b>11,000</b>	
<b>Total Area (Sq. Ft.)</b>				<b>3,084</b>	<b>Siteside Estimated Total Water Use (Gallons)</b>				<b>52,682</b>	
<b>Landscape Area Average ETAF</b>				<b>0.44</b>	<b>Maximum Applied Water Allowance (Gallons)</b>				<b>53,460</b>	
<b>All Landscape Area Siteside ETAF</b>				<b>0.50</b>	<b>ETWU &lt; MAWA</b>				<b>COMPLIANT</b>	

**2016 Model Water Efficient Landscape Ordinance Formulas**

MAWA = Maximum Applied Water Allowance  
 ETWU = Estimated Total Water Use  
 LA = Landscape Area (Sq. Ft.)  
 SLA = Special Landscape Area (Sq. Ft.)  
 ETo = Reference Evapotranspiration  
 PF = Plant Water Use Factor  
 IE = Irrigation Efficiency  
 ETAF = ET Adjustment Factor

$$MAWA = ETo \times .62 \times [(LA \times ETAF) + SLA \times (1 - ETAF)]$$

$$ETWU = \left( \frac{ETo \times 0.62 \times LA \times PF}{IE} \right)$$

**WITHERS & SANDGREN**  
 LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
 CHATSWORTH, CA 91311  
 818-291-0200  
 mail@withersandsandgren.com

SHEET TITLE

**IRRIGATION CALCULATIONS**

OWNER

TRI CITY MENTAL HEALTH AUTHORITY  
 2008 N. GAREY AVENUE  
 POMONA, CA 91767

PROJECT TITLE

**TRI CITY MENTAL HEALTH AUTHORITY GARDEN CENTER**

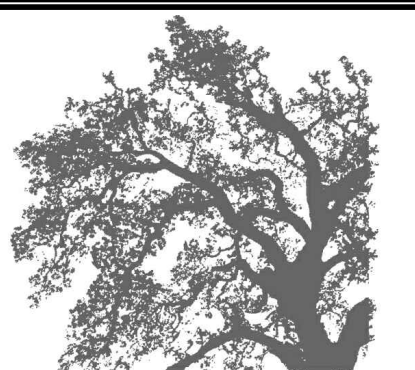
DATE

1.	2.	3.	4.	5.	6.	7.	8.
----	----	----	----	----	----	----	----

REVISIONS

DRAWN BY: JO/PBN  
 CHECKED BY: LW  
 PROJECT NO. 0972  
 DATE: 18 MAY 2021





**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

**IRRIGATION DETAILS**

SHEET TITLE

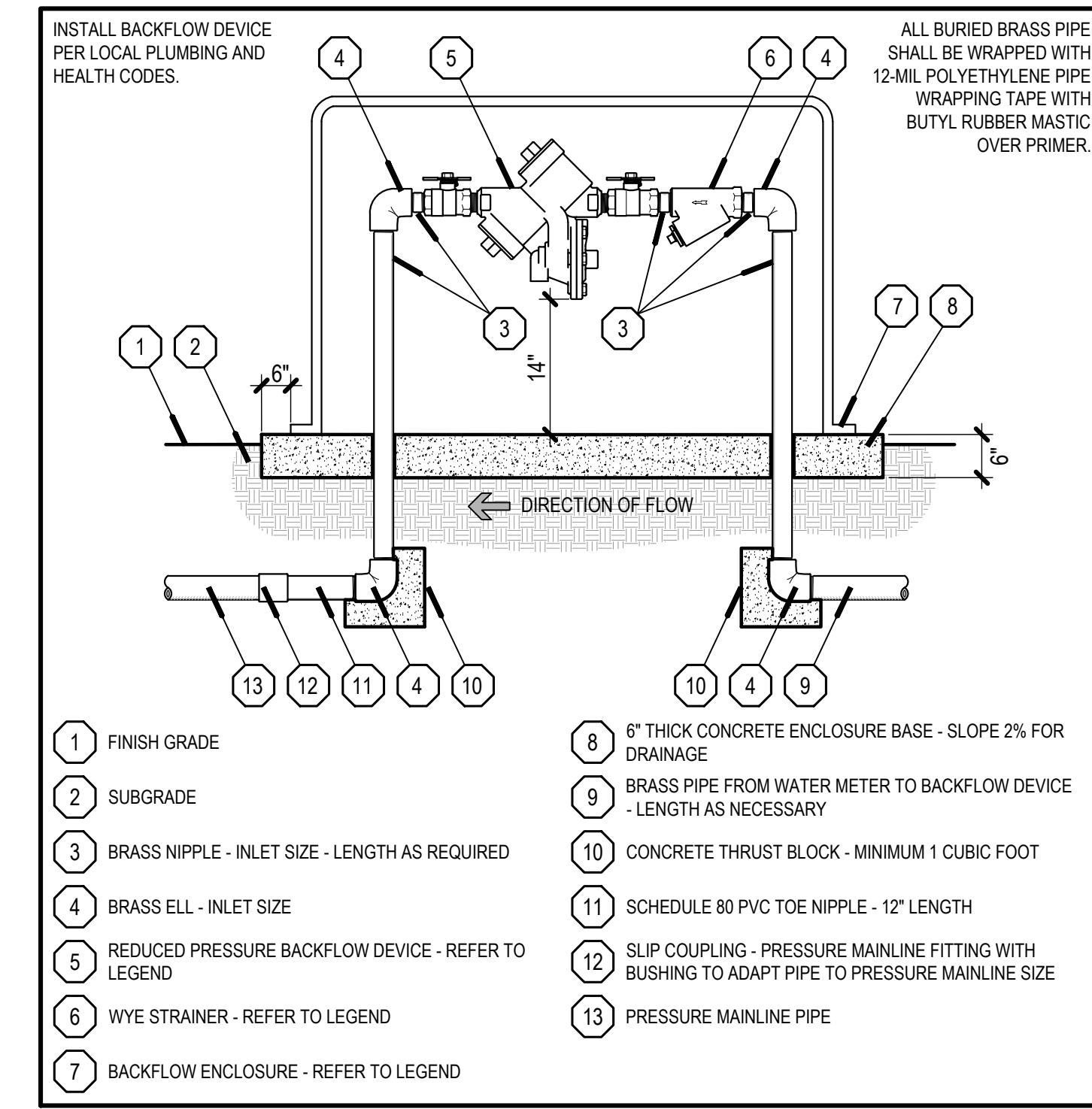
OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA  
91767

PROJECT TITLE  
**TRI CITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER**

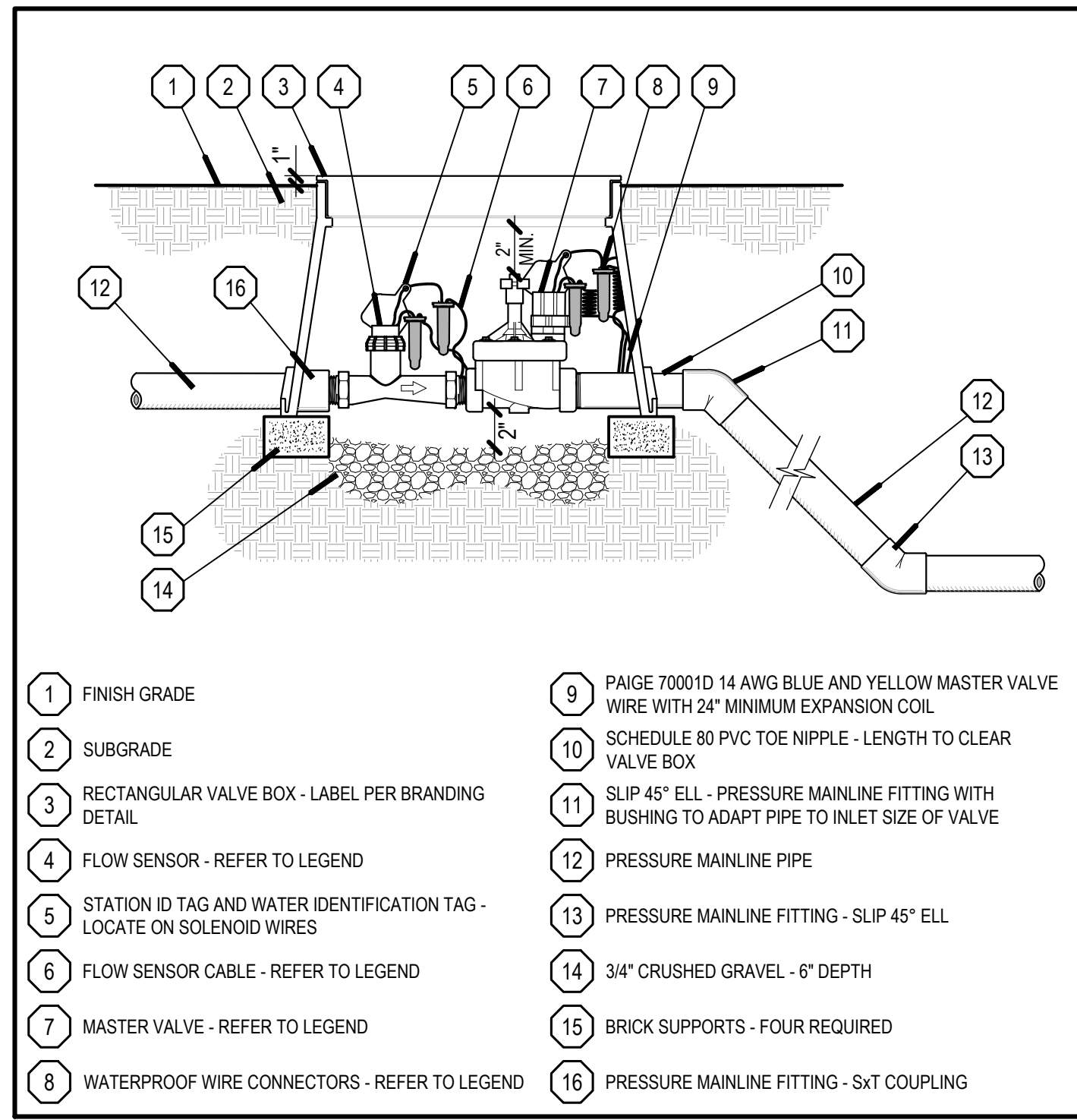
REVISIONS

DATE	REVISIONS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

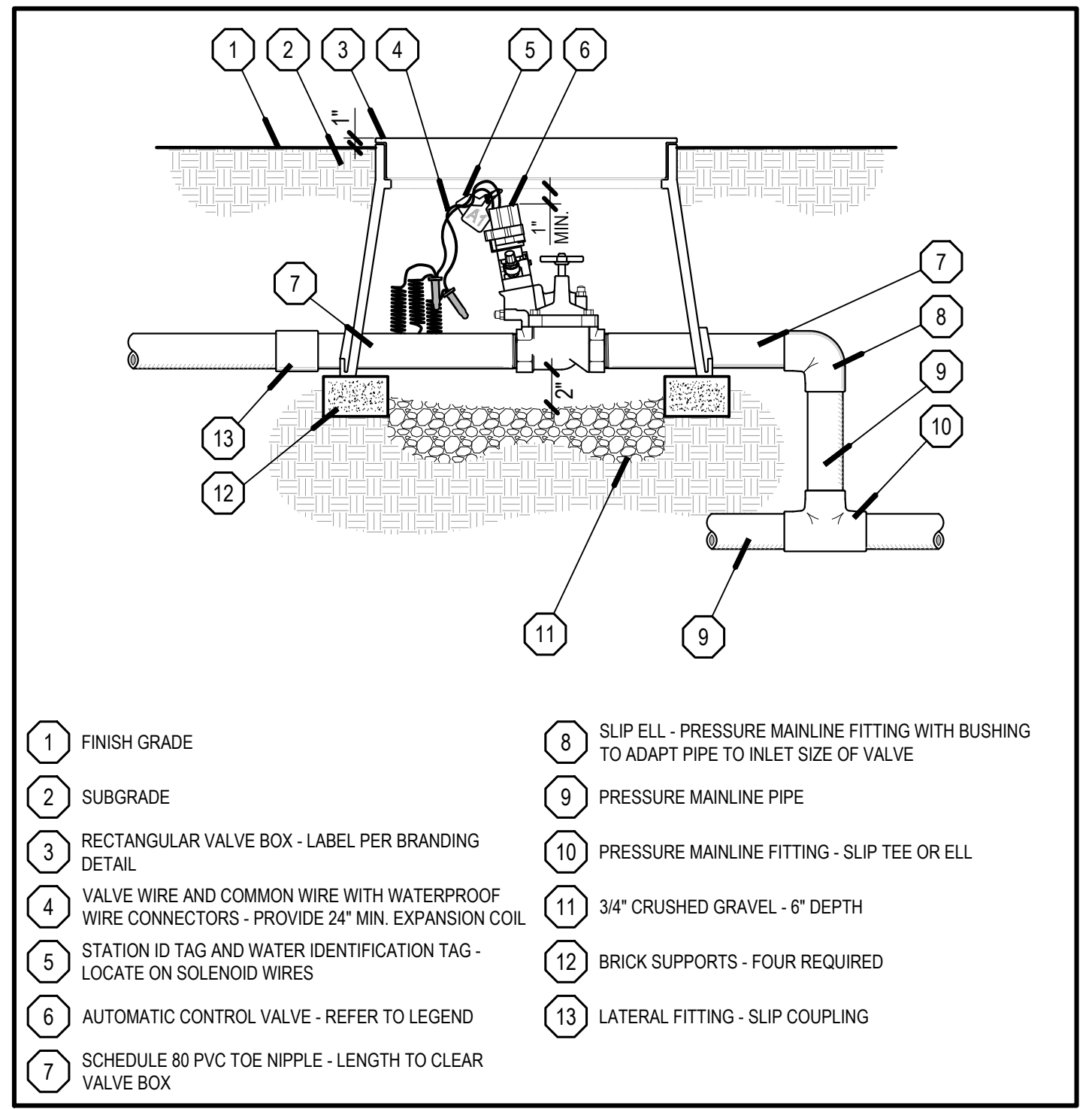
DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021



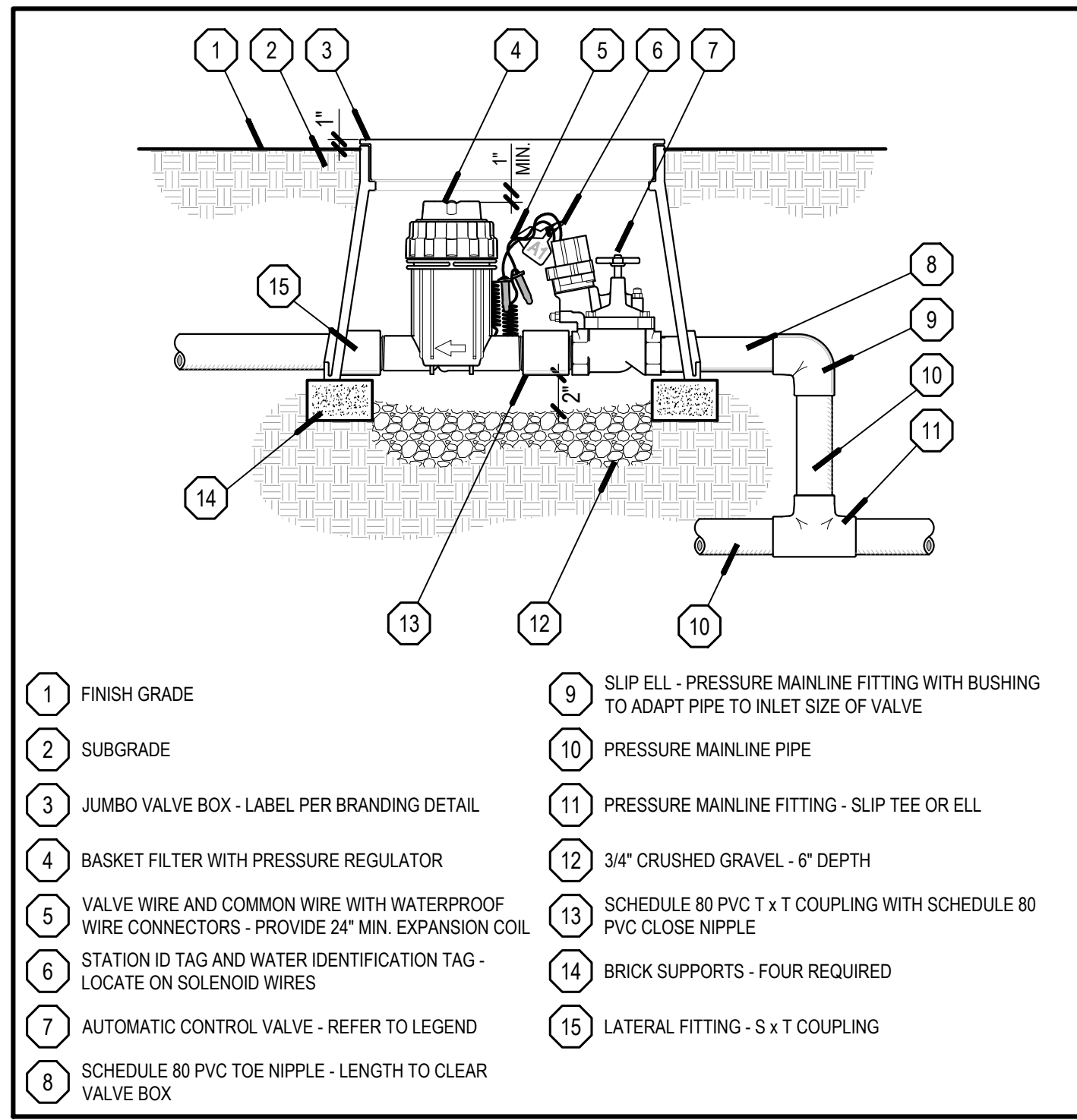
**0.0 BACKFLOW WITH ENCLOSURE** NO SCALE ARROYO IRRIGATION CONSULTING



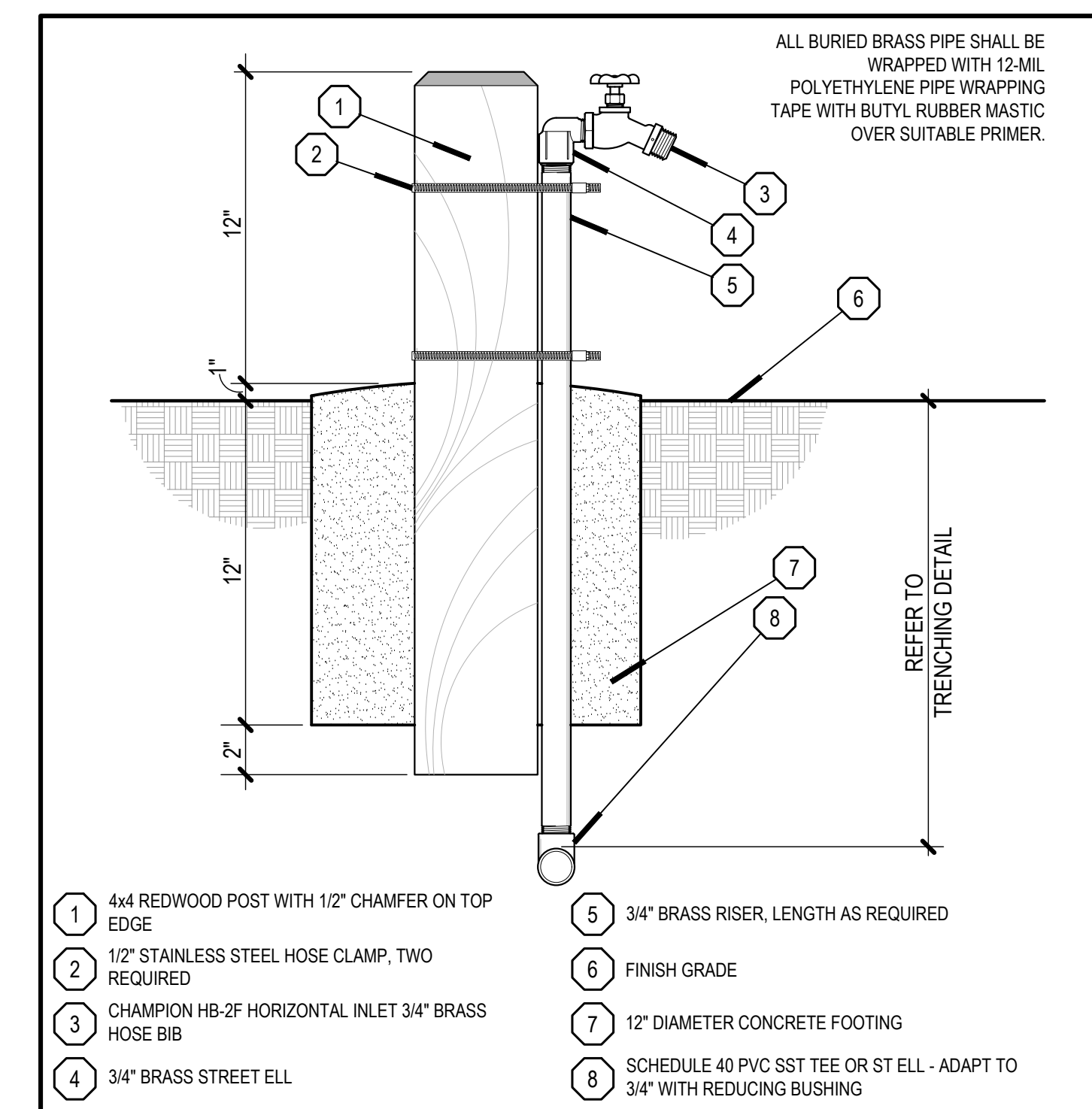
**0.0 MASTER VALVE & FLOW SENSOR** NO SCALE ARROYO IRRIGATION CONSULTING



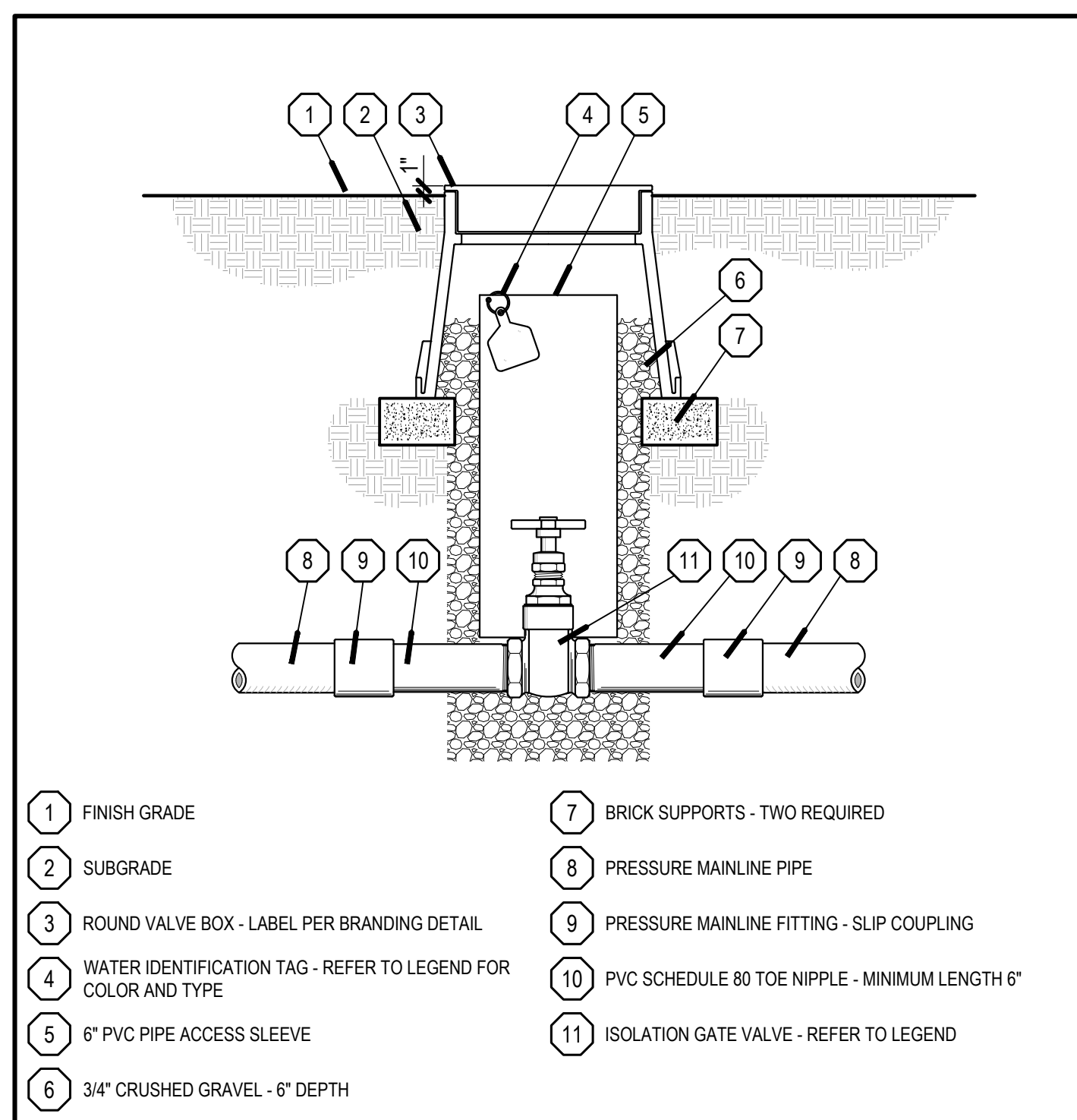
**0.0 CONTROL VALVE** NO SCALE ARROYO IRRIGATION CONSULTING



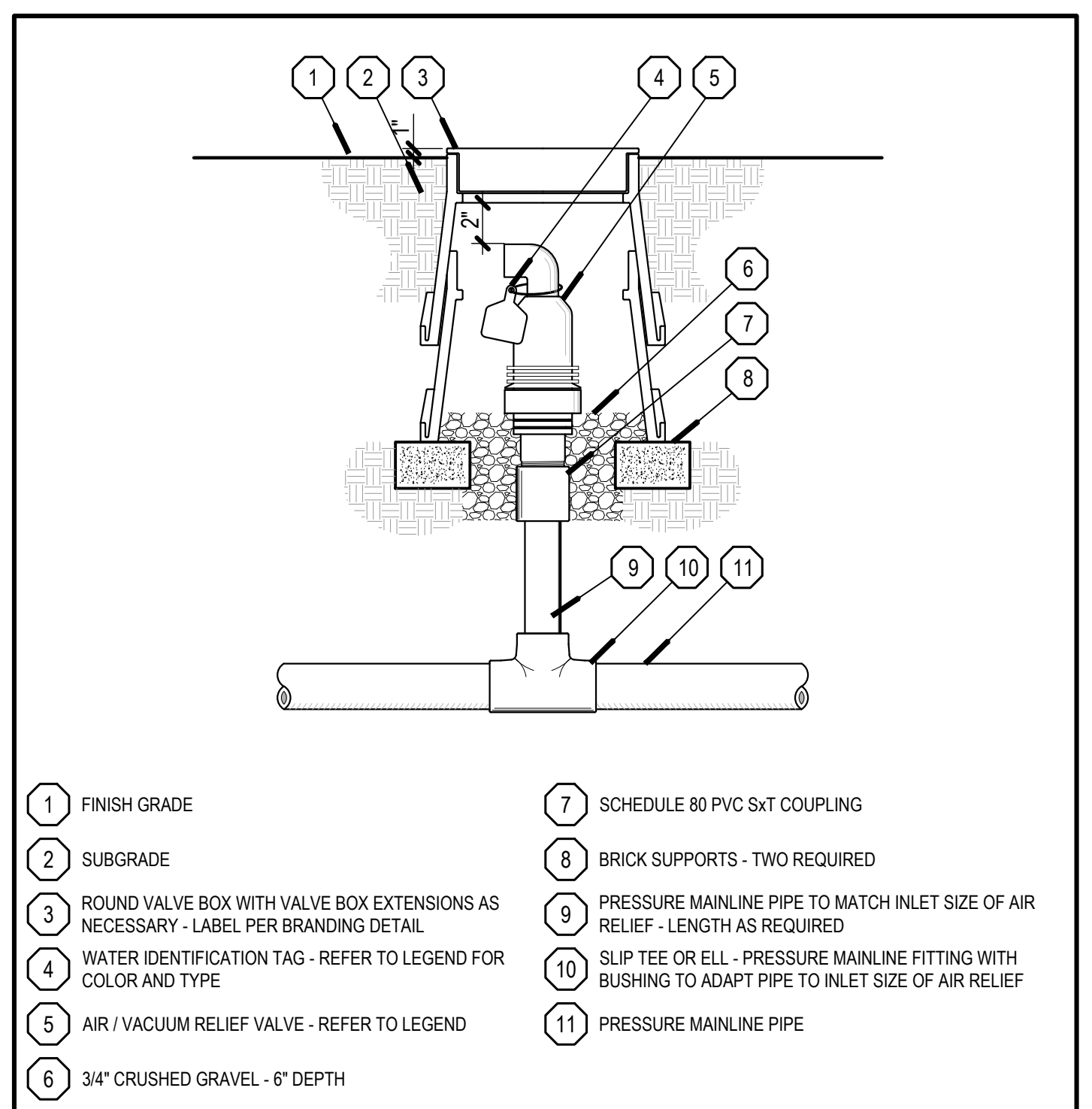
**0.0 CONTROL VALVE DRIP** NO SCALE ARROYO IRRIGATION CONSULTING



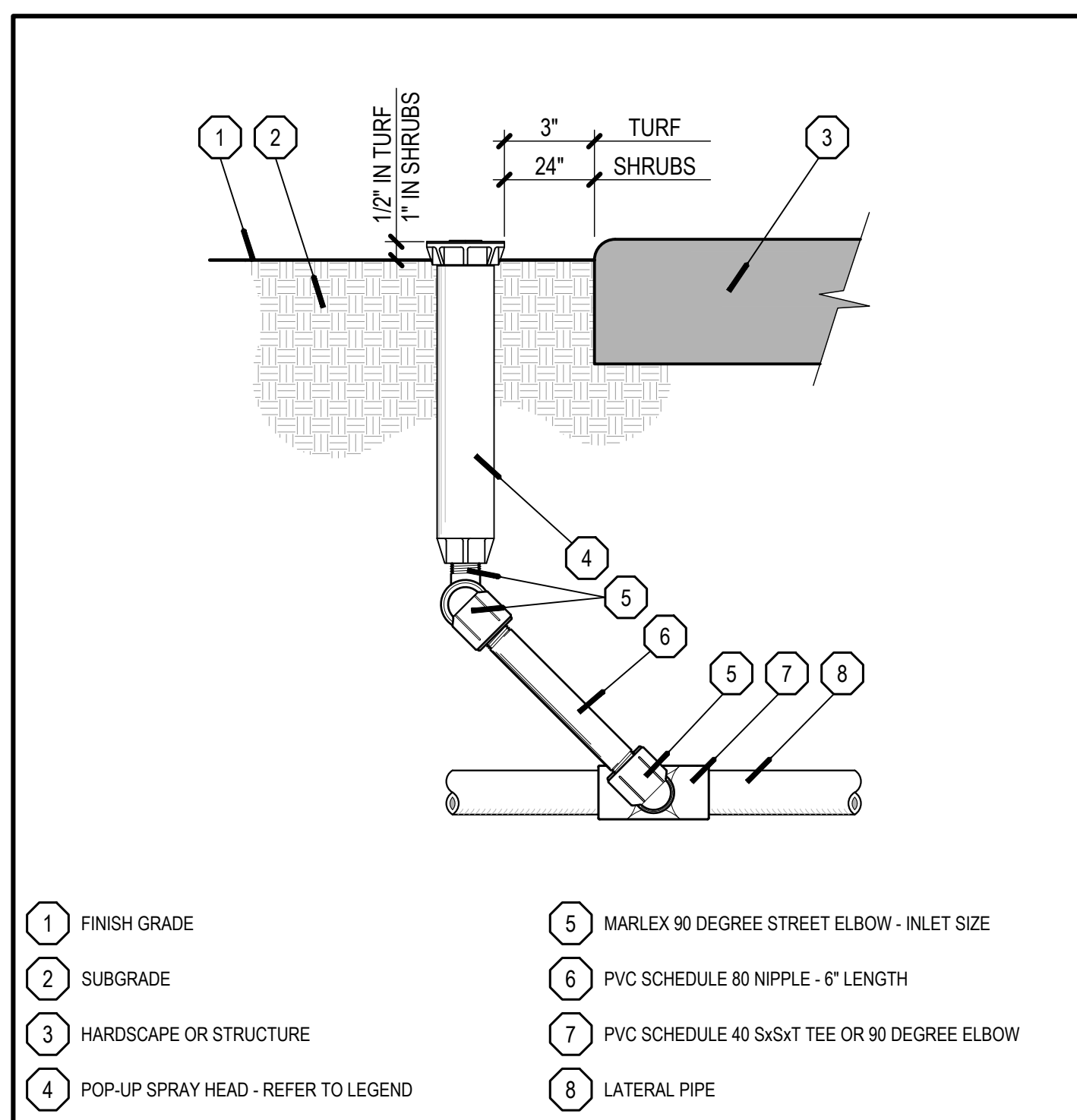
**0.0 HOSE BIB ON 4x4 POST** NO SCALE ARROYO IRRIGATION CONSULTING



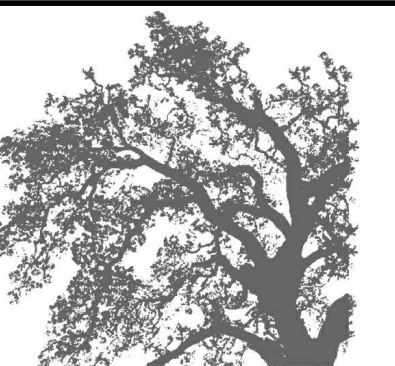
**0.0 ISOLATION GATE VALVE** NO SCALE ARROYO IRRIGATION CONSULTING



**0.0 AIR RELIEF VALVE** NO SCALE ARROYO IRRIGATION CONSULTING



**0.0 POP-UP SPRAY** NO SCALE ARROYO IRRIGATION CONSULTING



**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

IRRIGATION DETAILS

SHEET TITLE

OWNER

TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE

TRI CITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER

DATE

REVISIONS

1.	2.	3.	4.	5.	6.	7.	8.
----	----	----	----	----	----	----	----

DRAWN BY: JO/PBN

CHECKED BY: LW

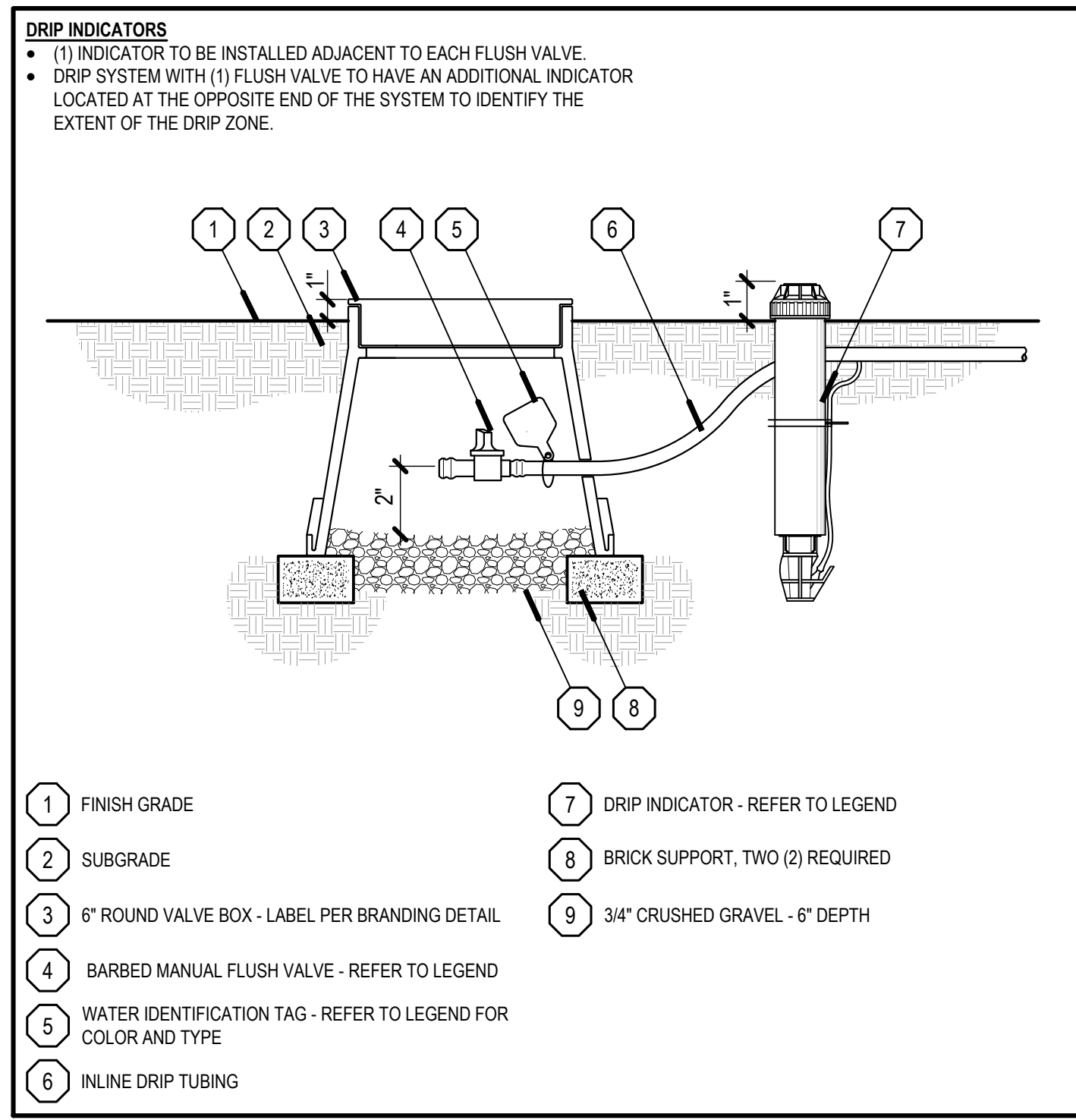
PROJECT NO. 0972

DATE: 18 MAY 2021

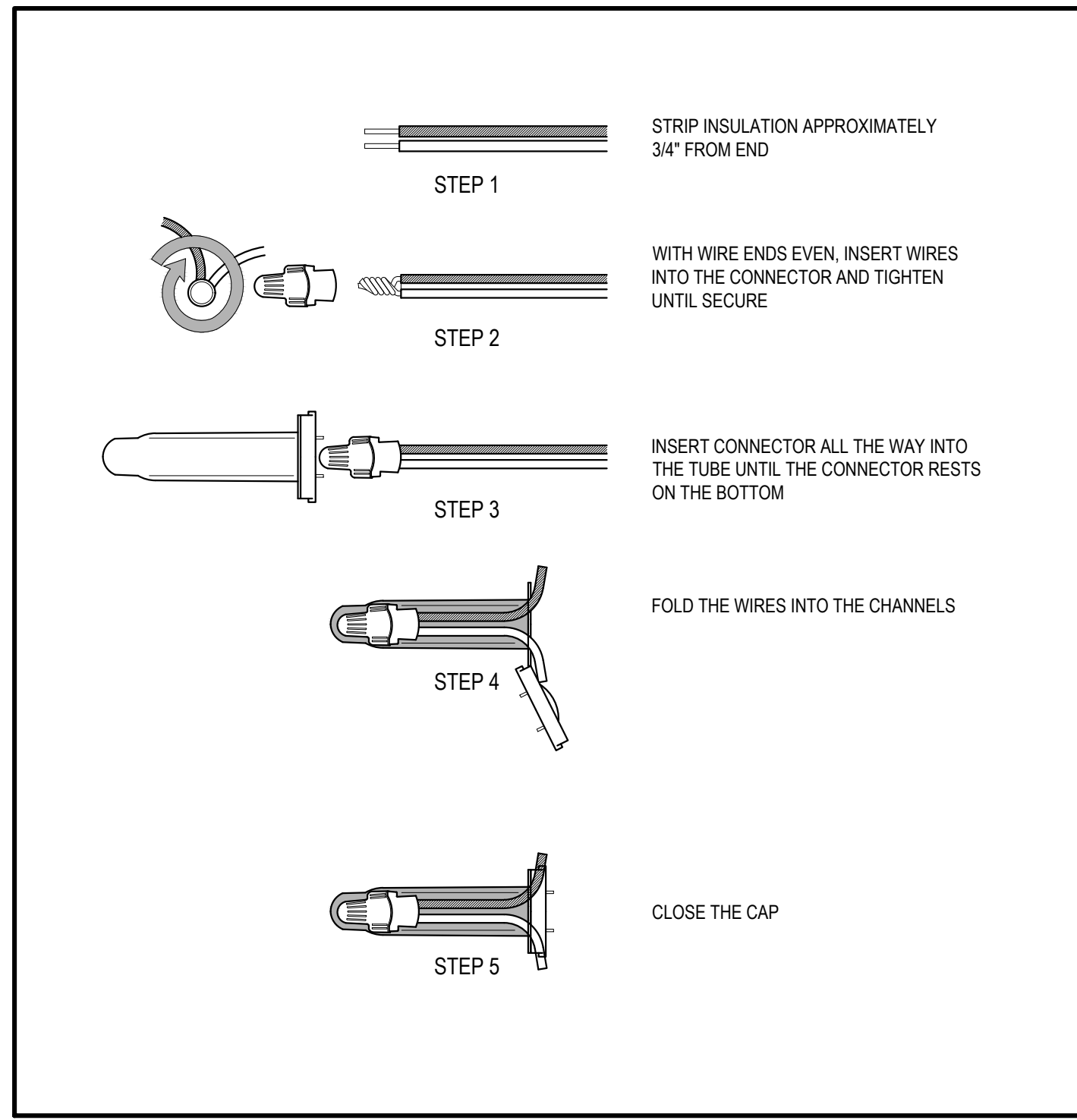


SHEET 16 OF 23

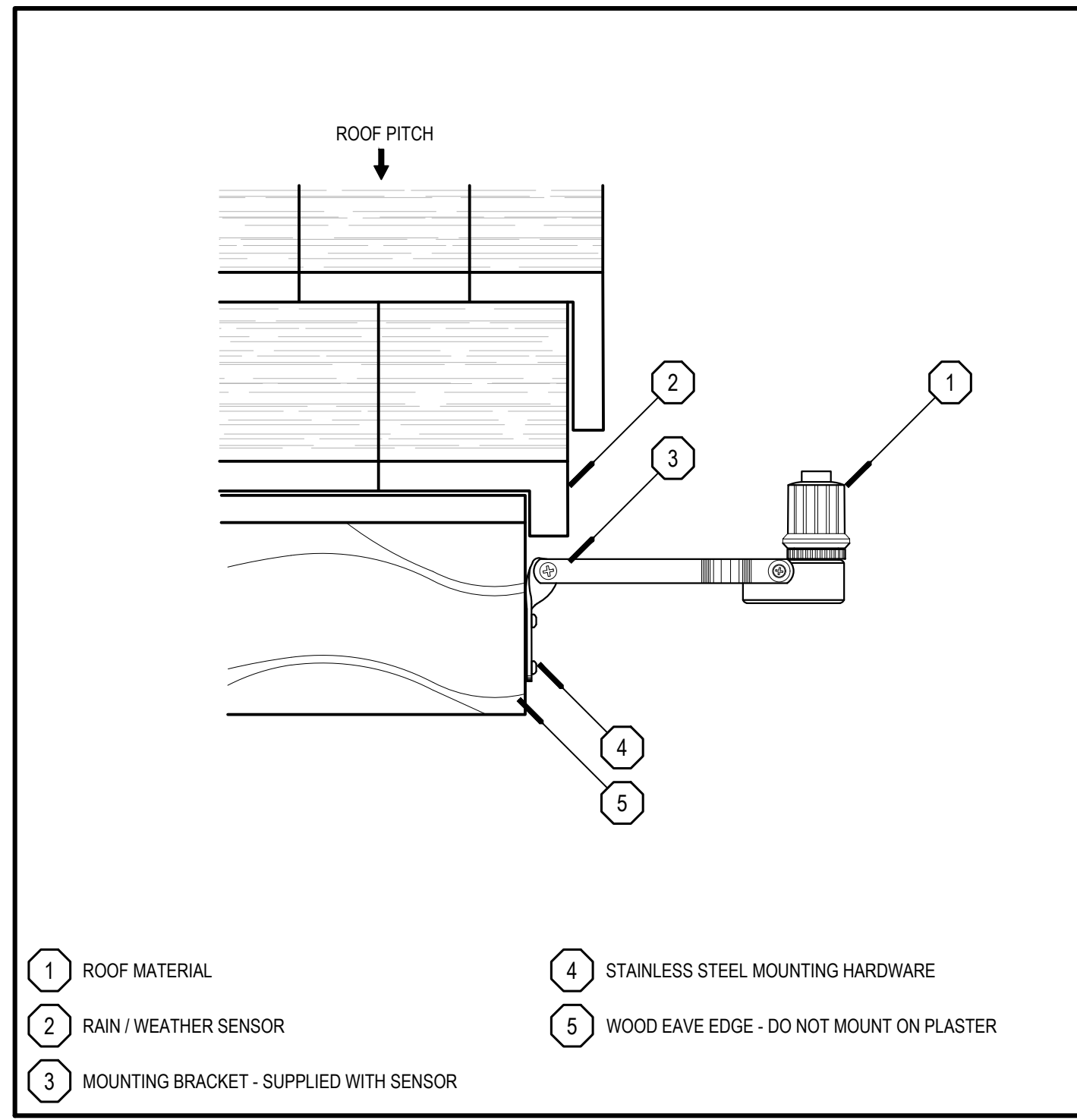
L2.53



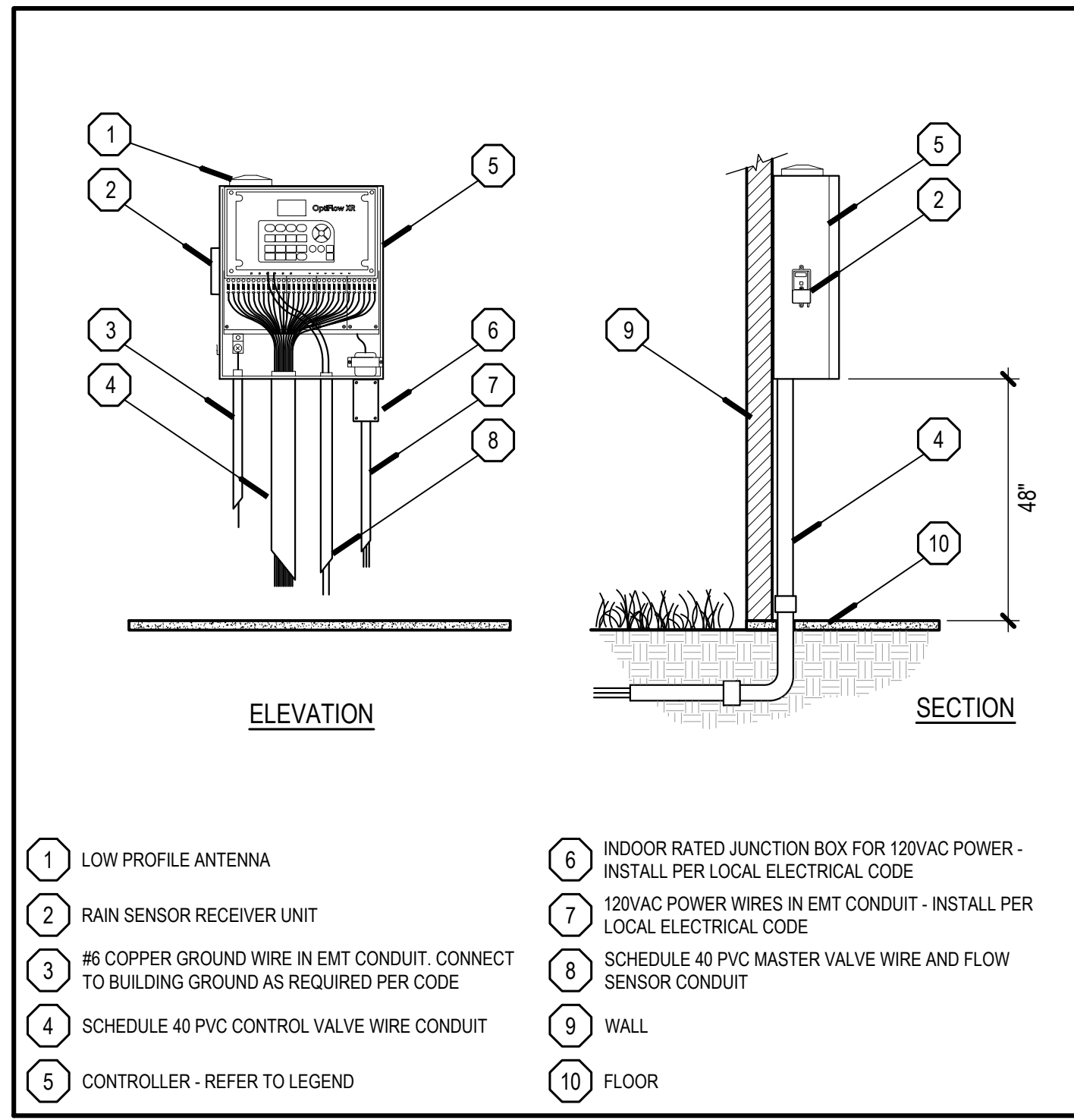
**0.0 DRIP FLUSH VALVE / INDICATOR** NO SCALE



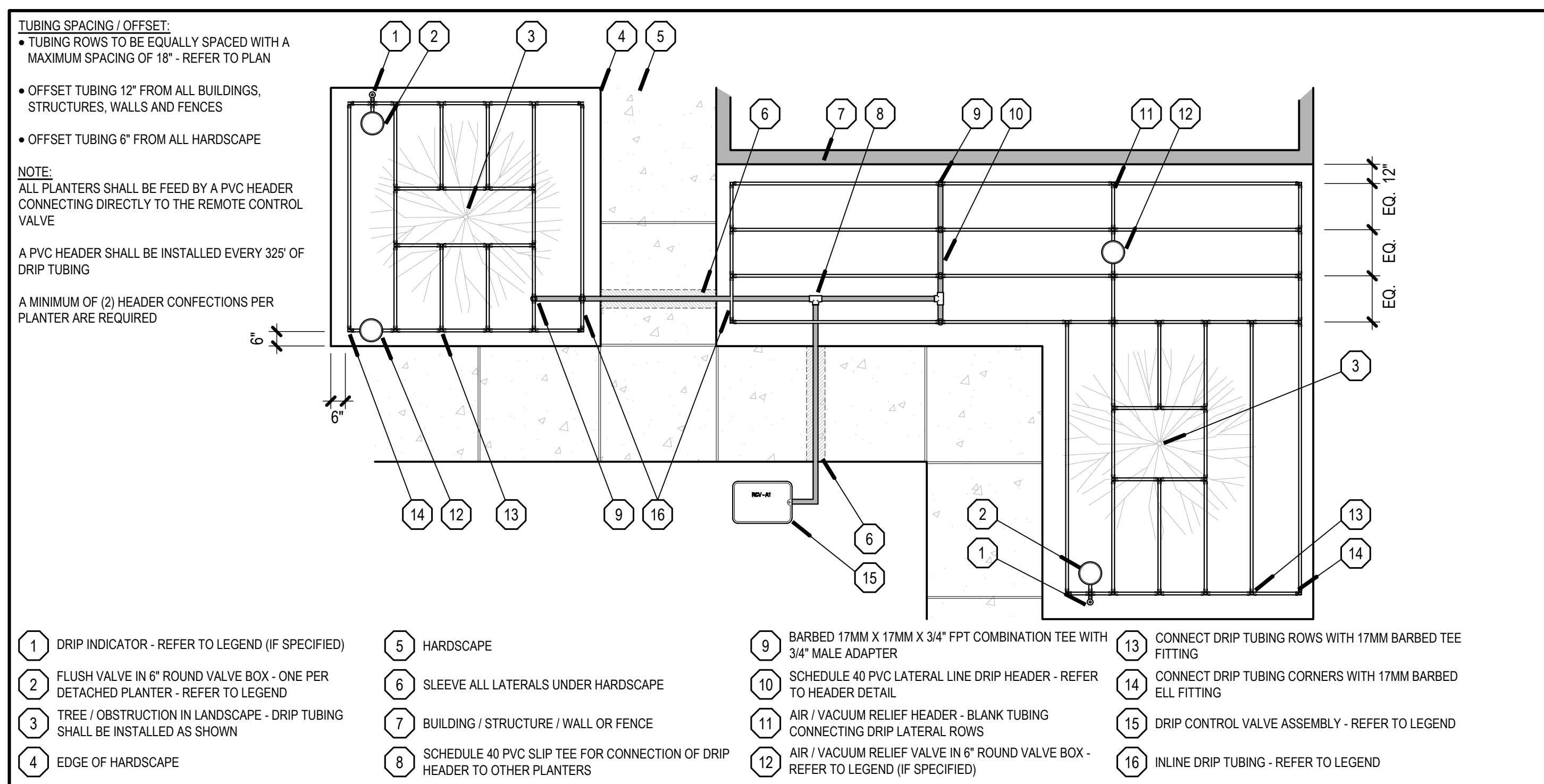
**0.0 WATERPROOF WIRE CONNECTOR** NO SCALE



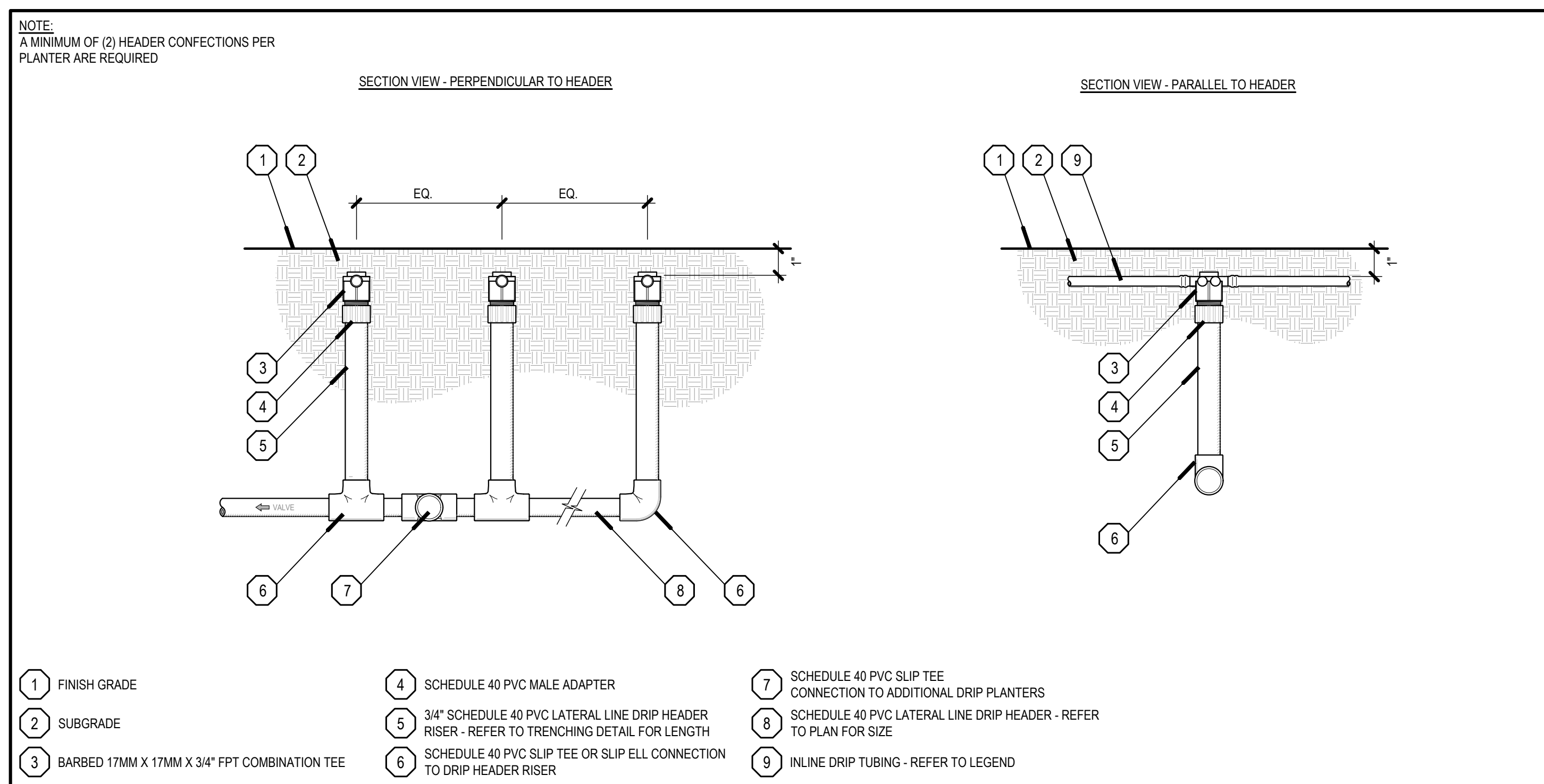
**0.0 RAIN / WEATHER SENSOR** NO SCALE



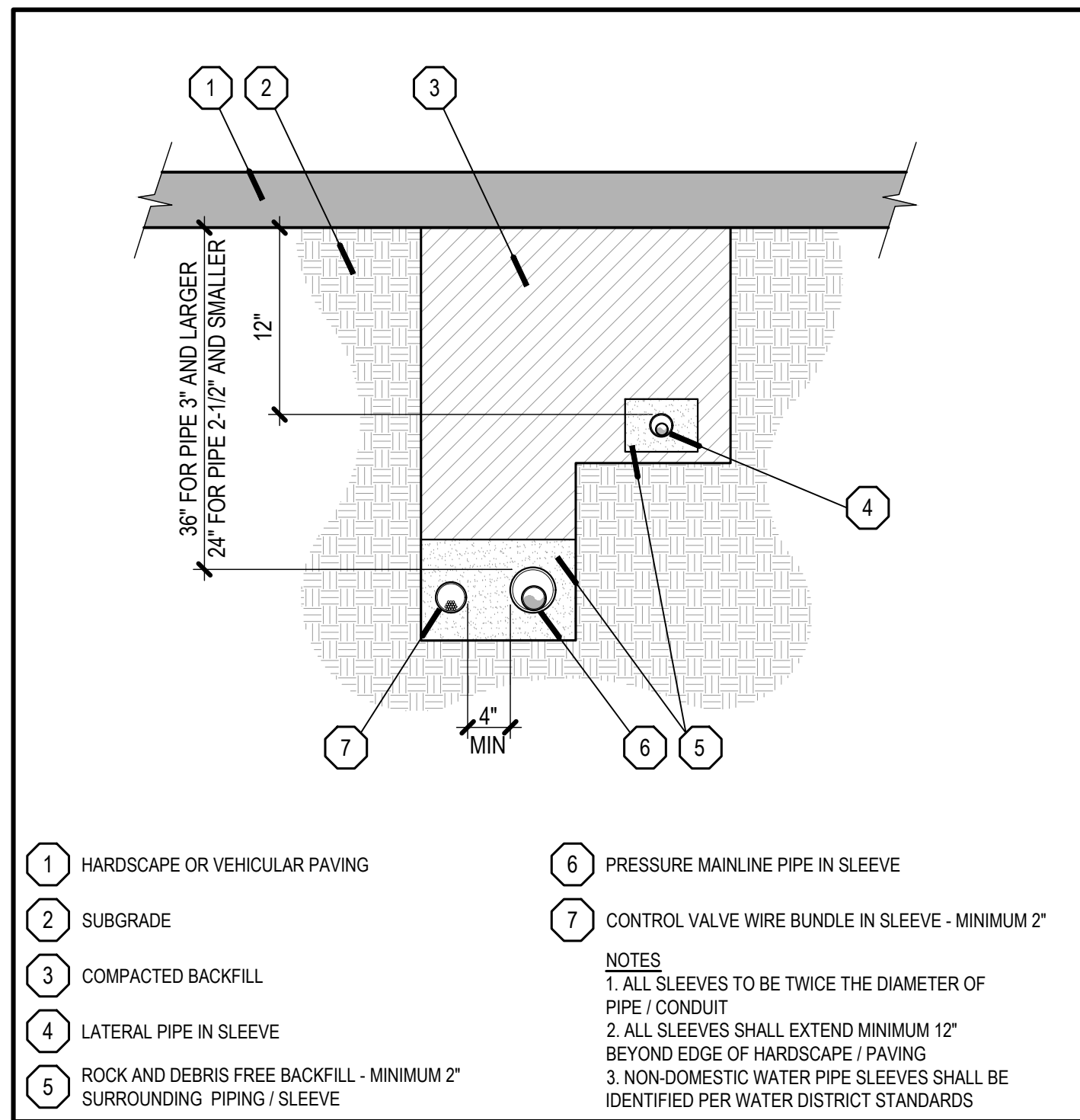
**0.0 WALL MOUNT CONTROLLER - INDOOR** NO SCALE



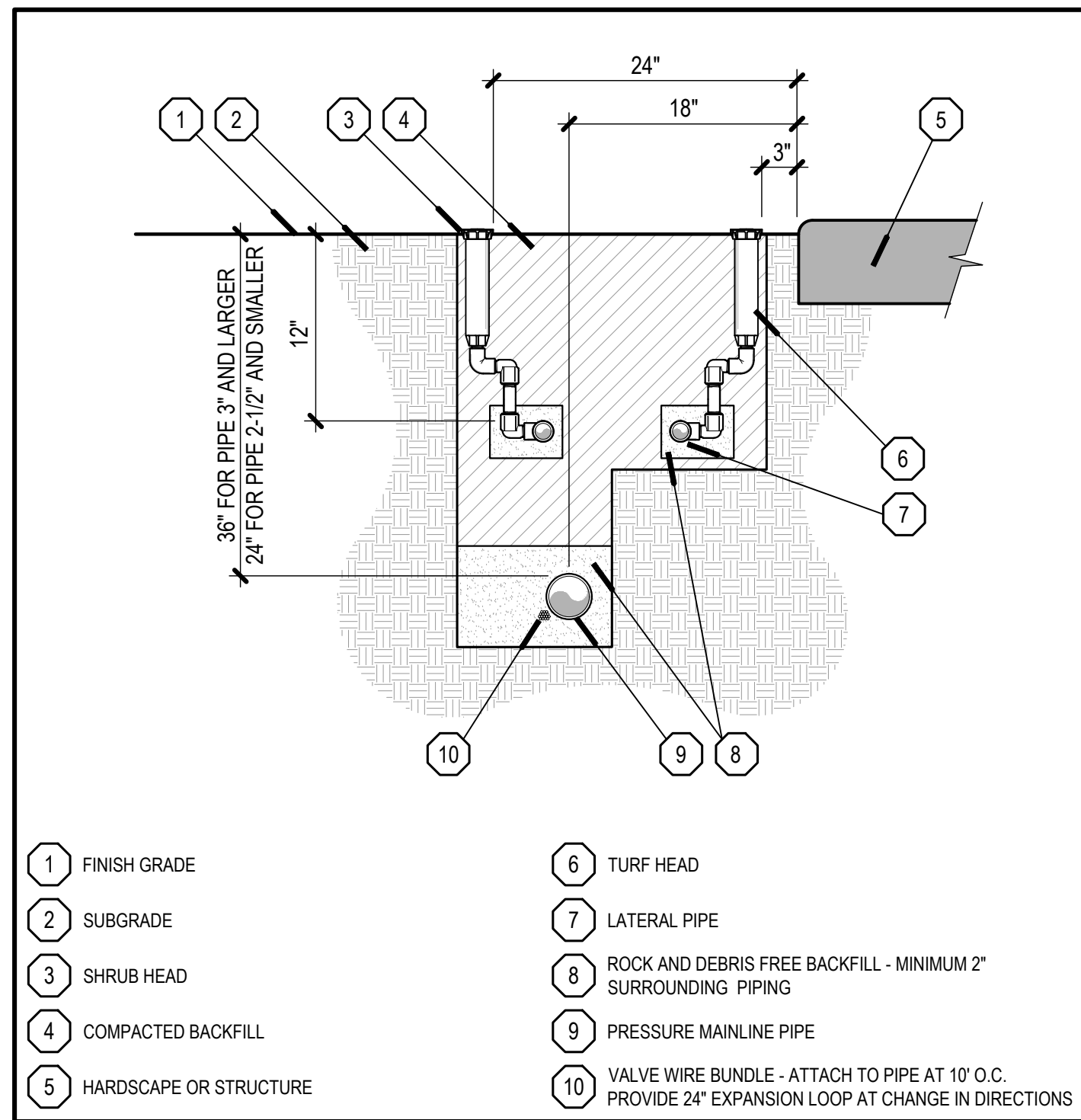
**0.0 INLINE DRIP IRRIGATION** NO SCALE



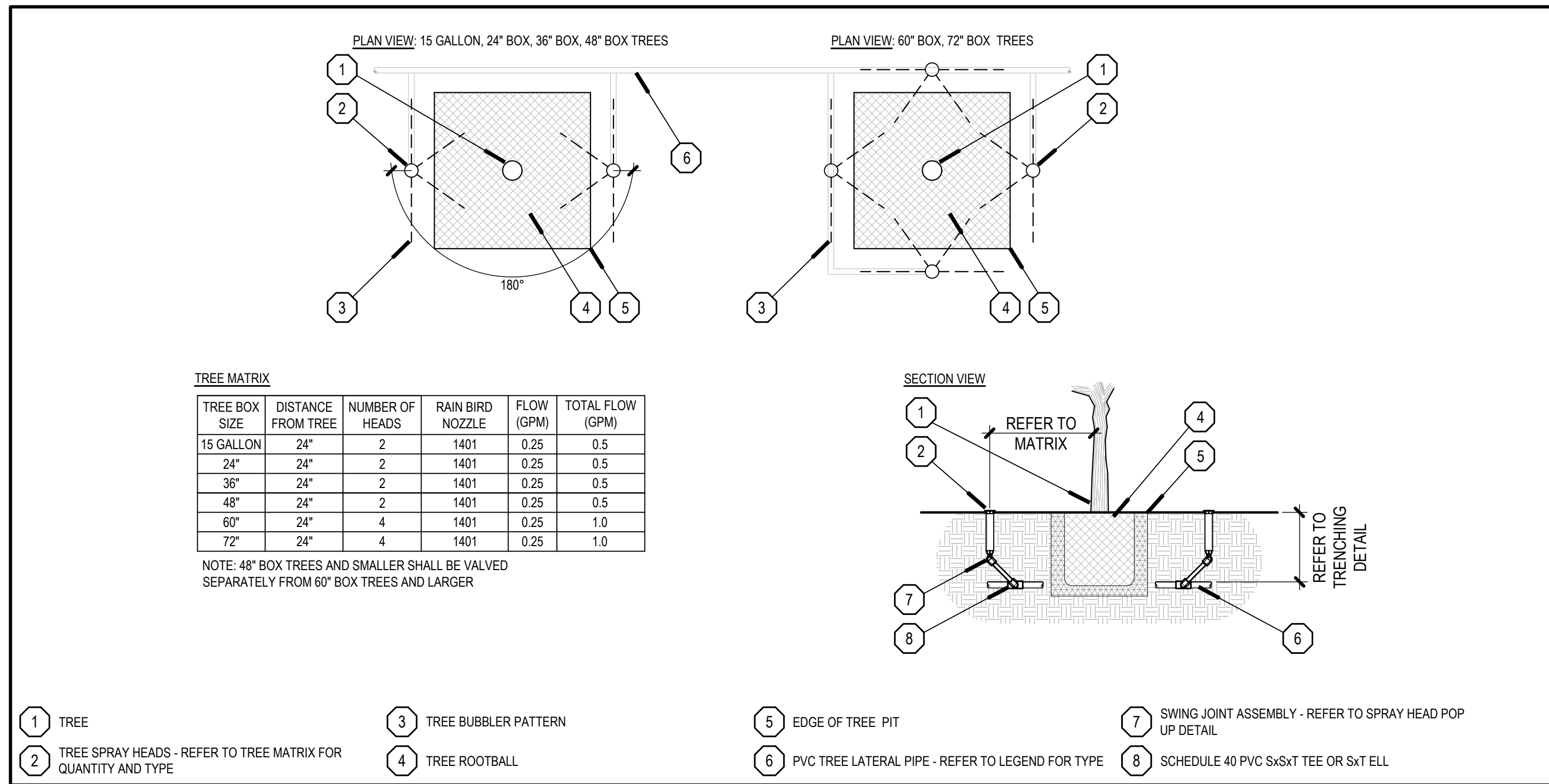
**0.0 INLINE DRIP HEADER** NO SCALE



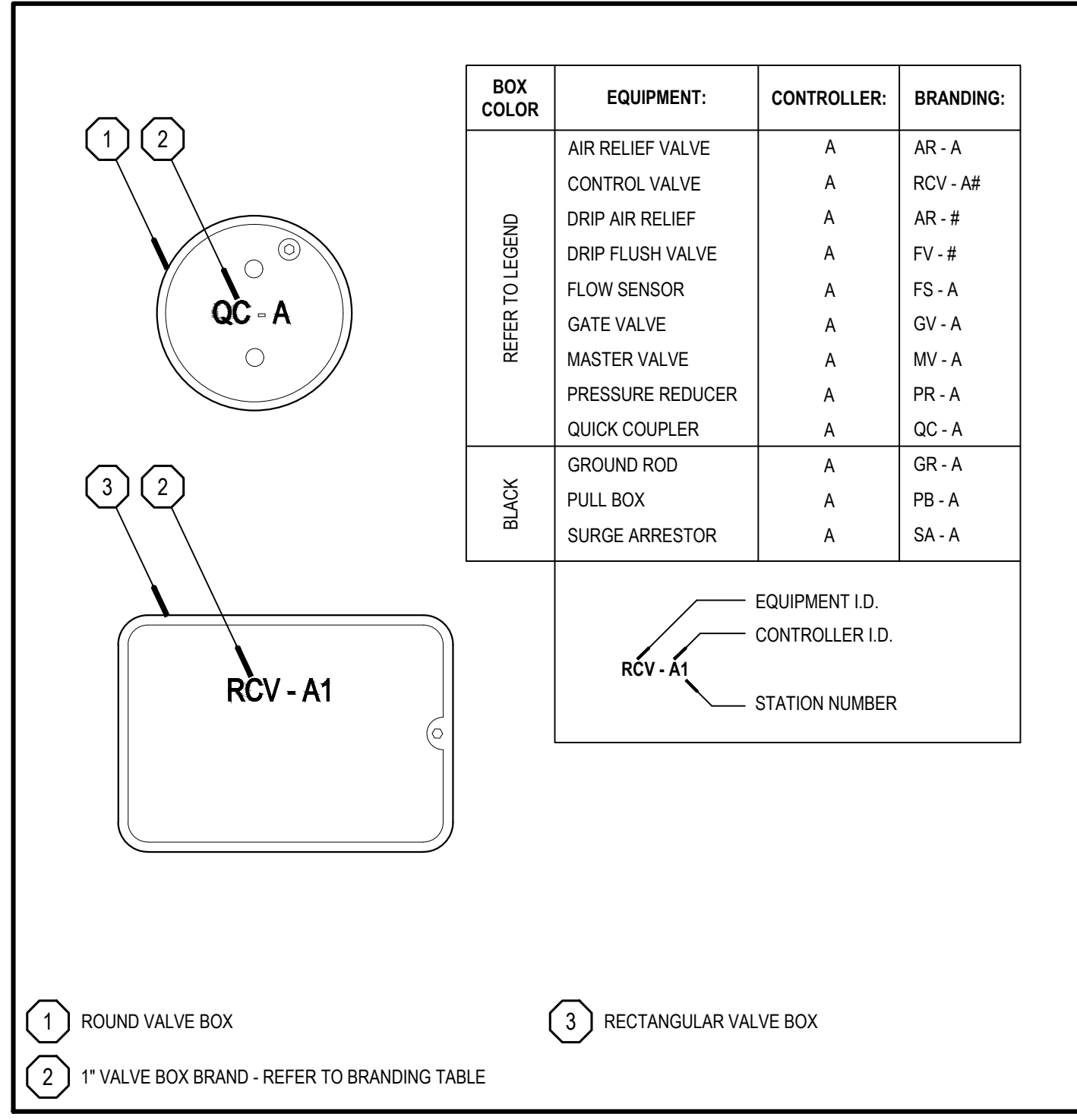
0.0 PIPE UNDER PAVING NO SCALE ARROYO IRRIGATION CONSULTING



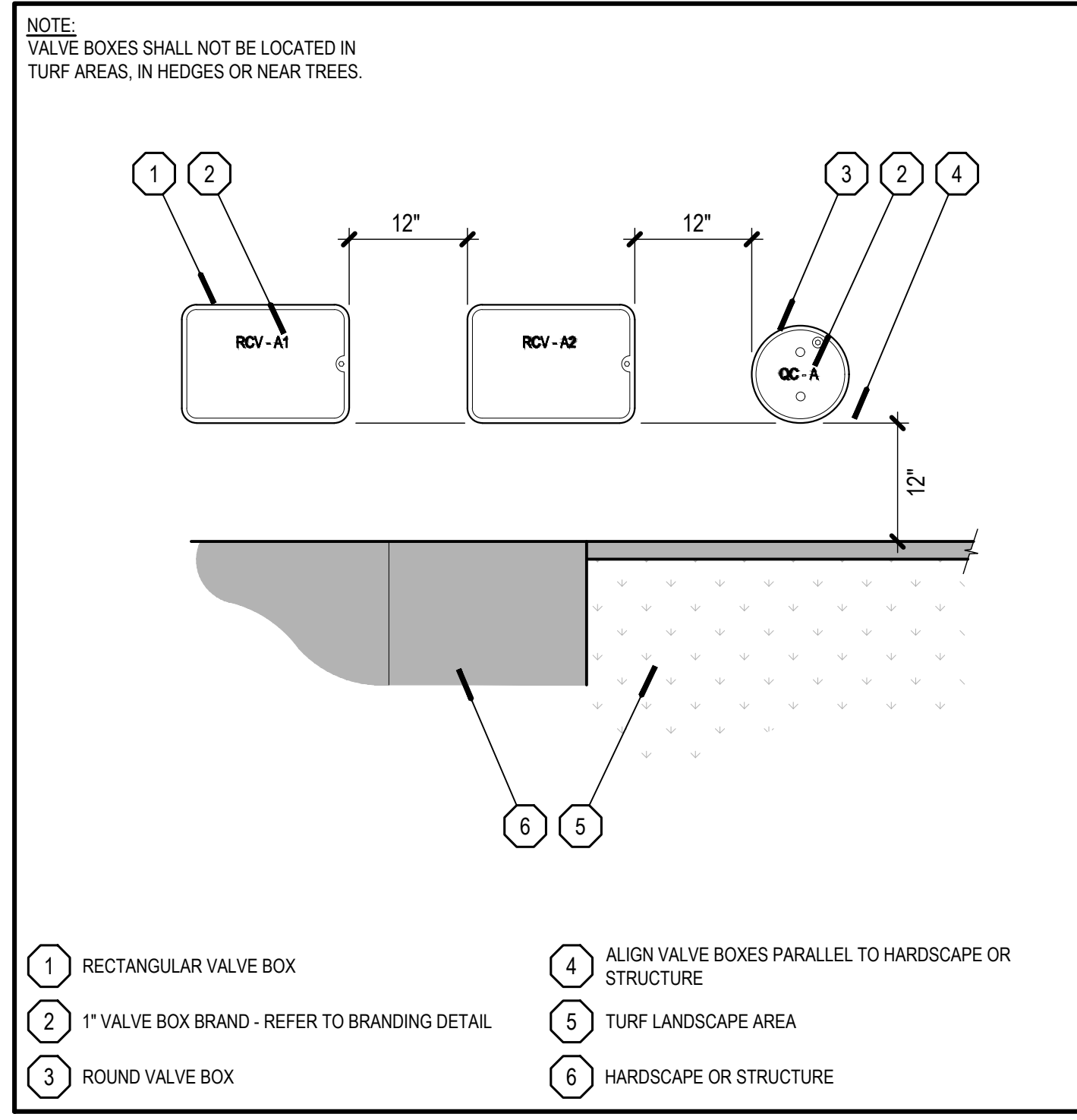
0.0 PIPE TRENCHING NO SCALE ARROYO IRRIGATION CONSULTING



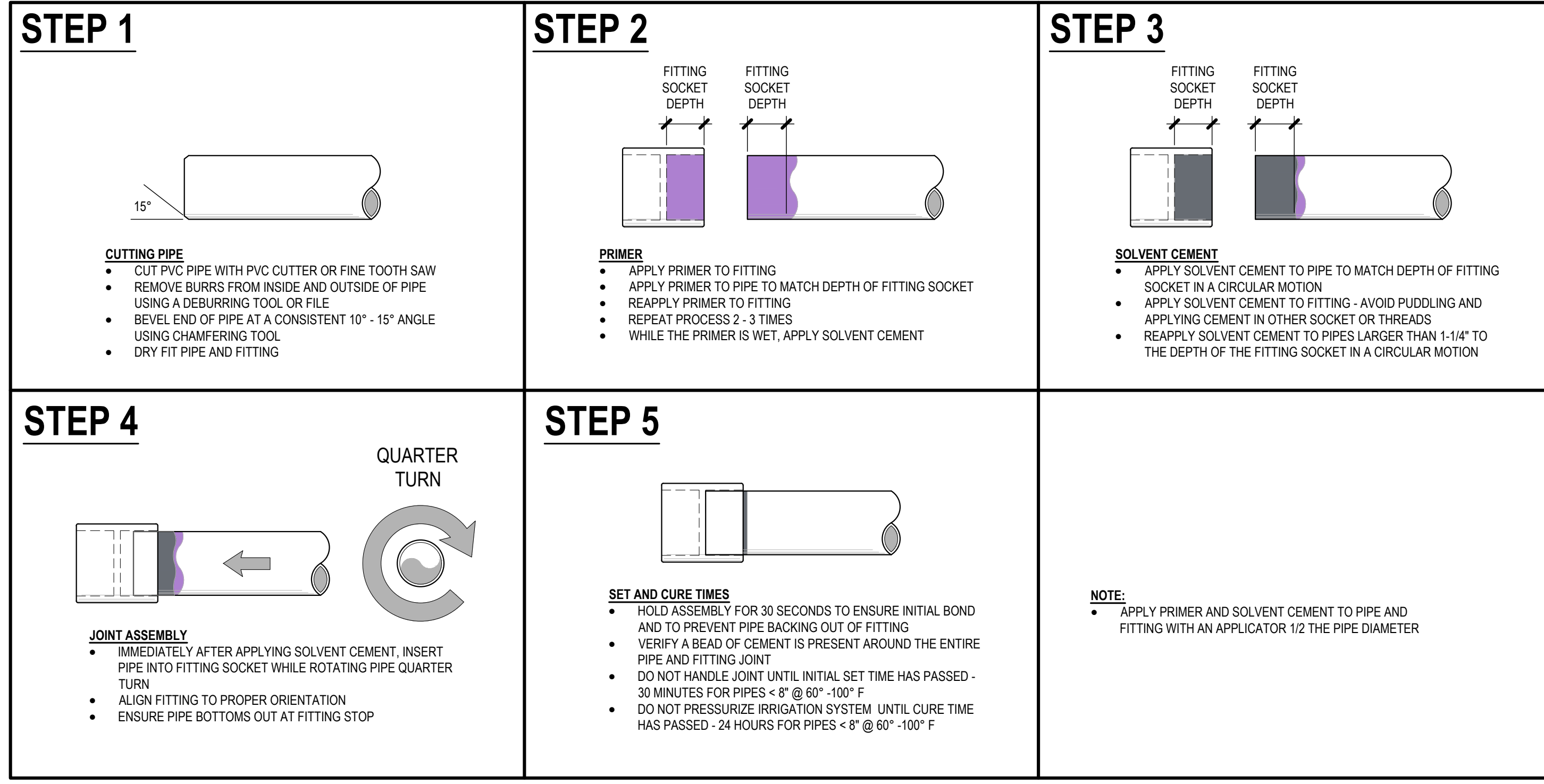
0.0 TREE IRRIGATION - FLAT NO SCALE ARROYO IRRIGATION CONSULTING



0.0 VALVE BOX BRANDING NO SCALE ARROYO IRRIGATION CONSULTING



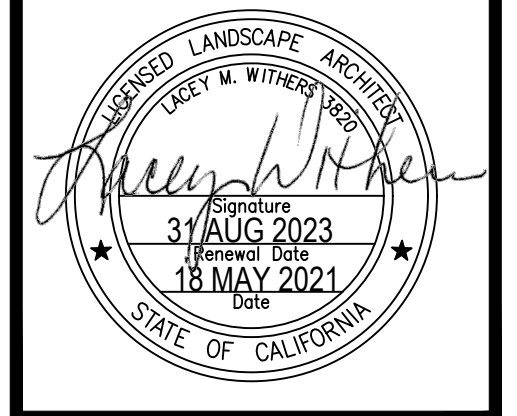
0.0 VALVE BOX LAYOUT NO SCALE ARROYO IRRIGATION CONSULTING

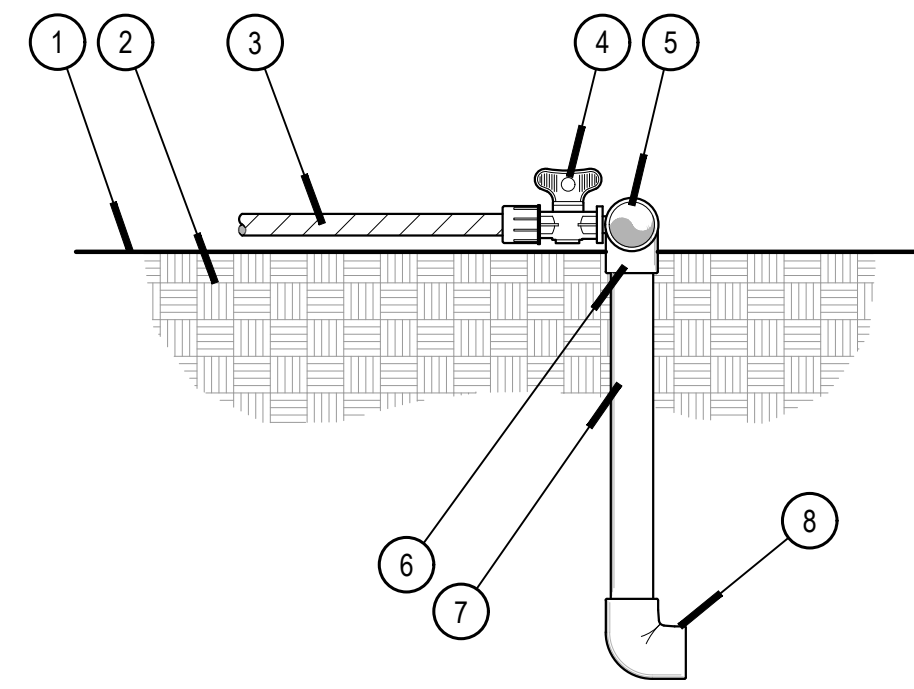


0.0 SOLVENT CEMENT JOINTS NO SCALE ARROYO IRRIGATION CONSULTING

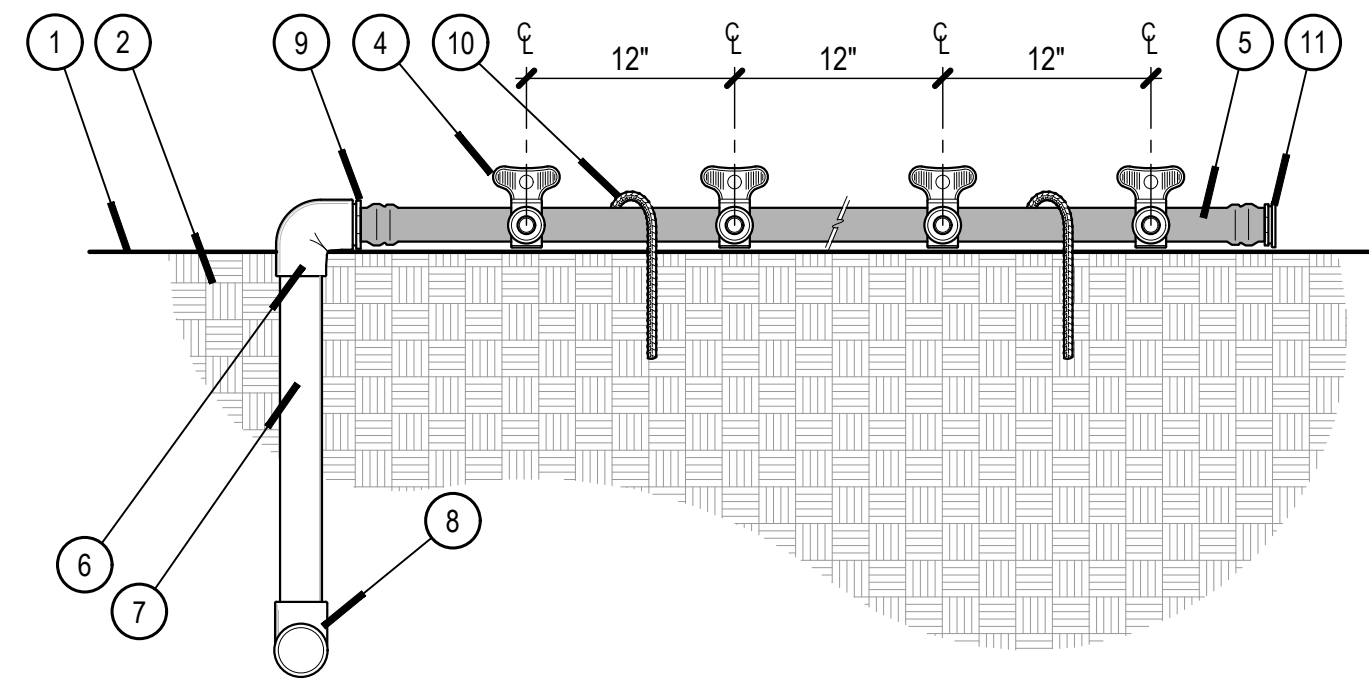
REVISIONS	DATE	DESCRIPTION
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021





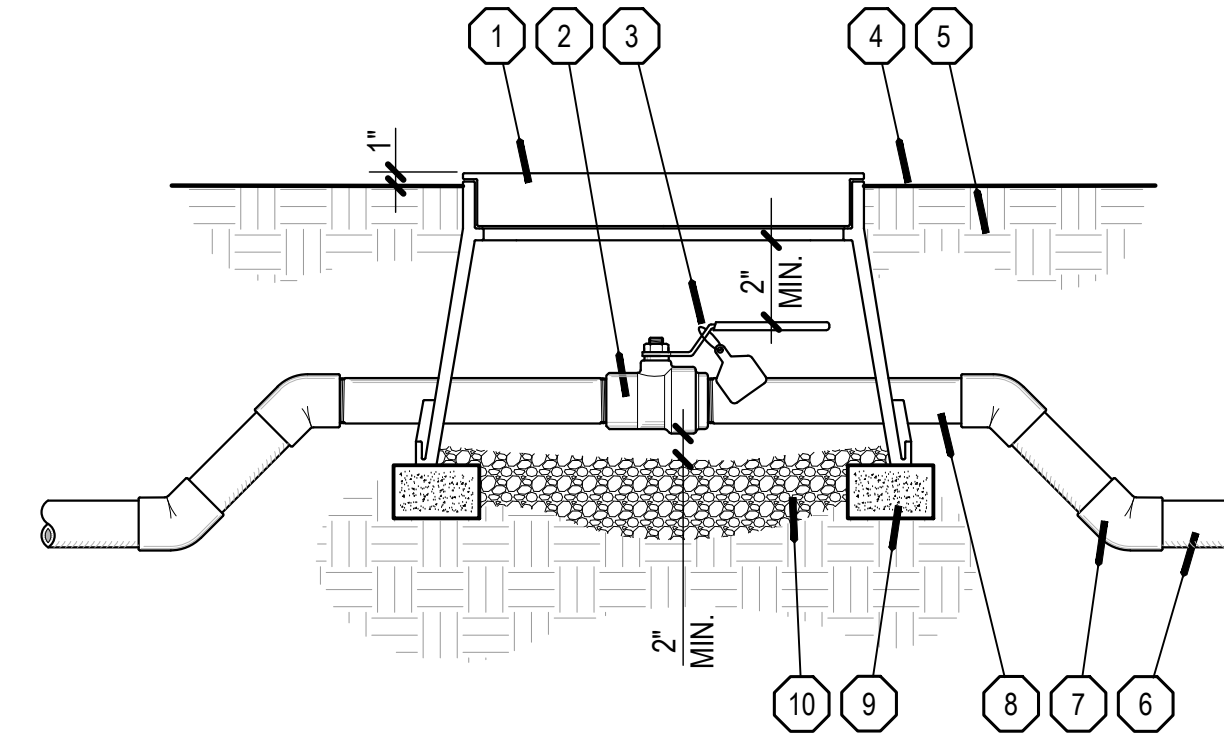
SIDE VIEW



FRONT VIEW

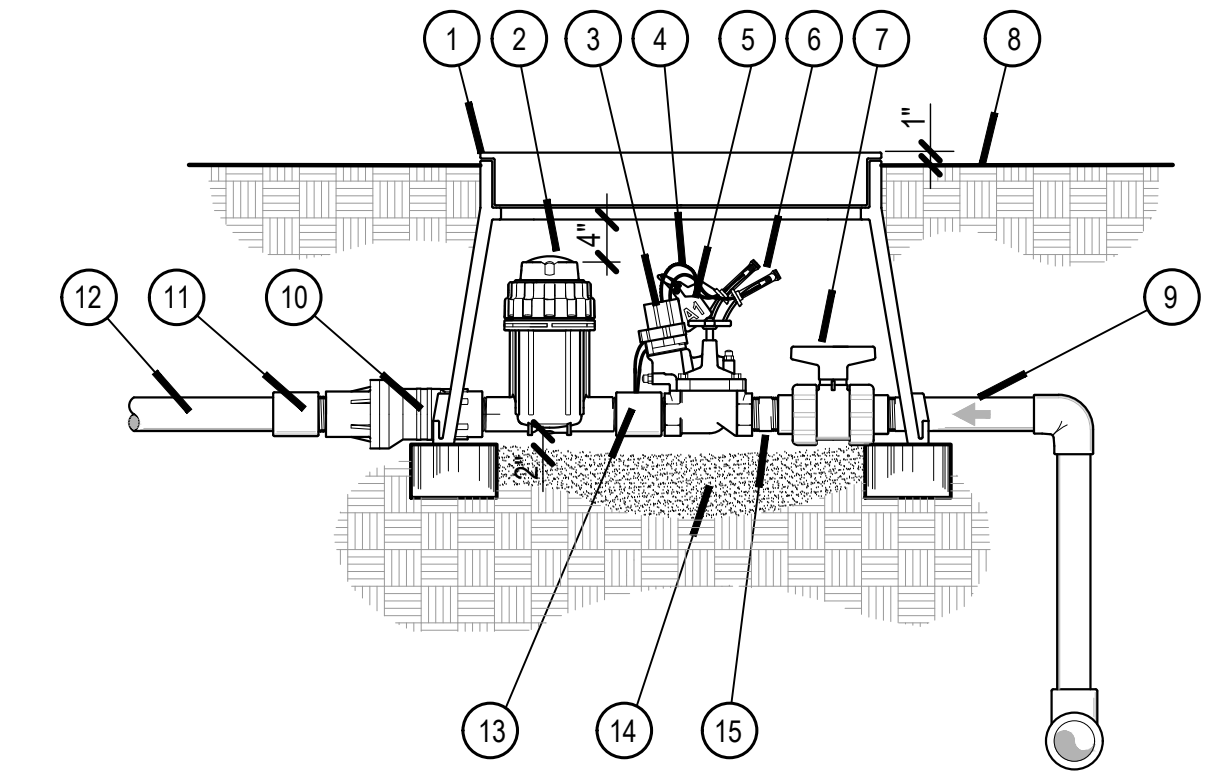
- 1 FINISH GRADE - DOES NOT INCLUDE BARK MULCH LAYER
- 2 SUBGRADE
- 3 IRRITEC P1 DRIP TAPE - REFER TO LEGEND
- 4 IRRITEC A2-TV58250 - 5/8" PERMA-LOC TAPE X 3.6 mm BARB TUBING TAKEOFF ADAPTER VALVE
- 5 RAIN BIRD DBL100 1/2" BLACK TUBING
- 6 3/4" UVR SCHEDULE 40 PVC S x T ELL
- 7 3/4" SCHEDULE 40 PVC LATERAL LINE - REFER TO TRENCHING DETAIL FOR LENGTH
- 8 SCHEDULE 40 PVC SLIP TEE OR SLIP ELL
- 9 RAIN BIRD XFF-MA-075 17mm BARB x 3/4" MPT MALE ADAPTER
- 10 RAIN BIRD TDS-6050 6" GALVANIZED TIE DOWN STAKE
- 11 RAIN BIRD XFF-MA-050 17mm BARB x 1/2" MPT MALE ADAPTER WITH 1/2" SCHEDULE 40 PVC THREADED CAP

**0.0 DRIP TAPE IRRIGATION HEADER CONNECTION**



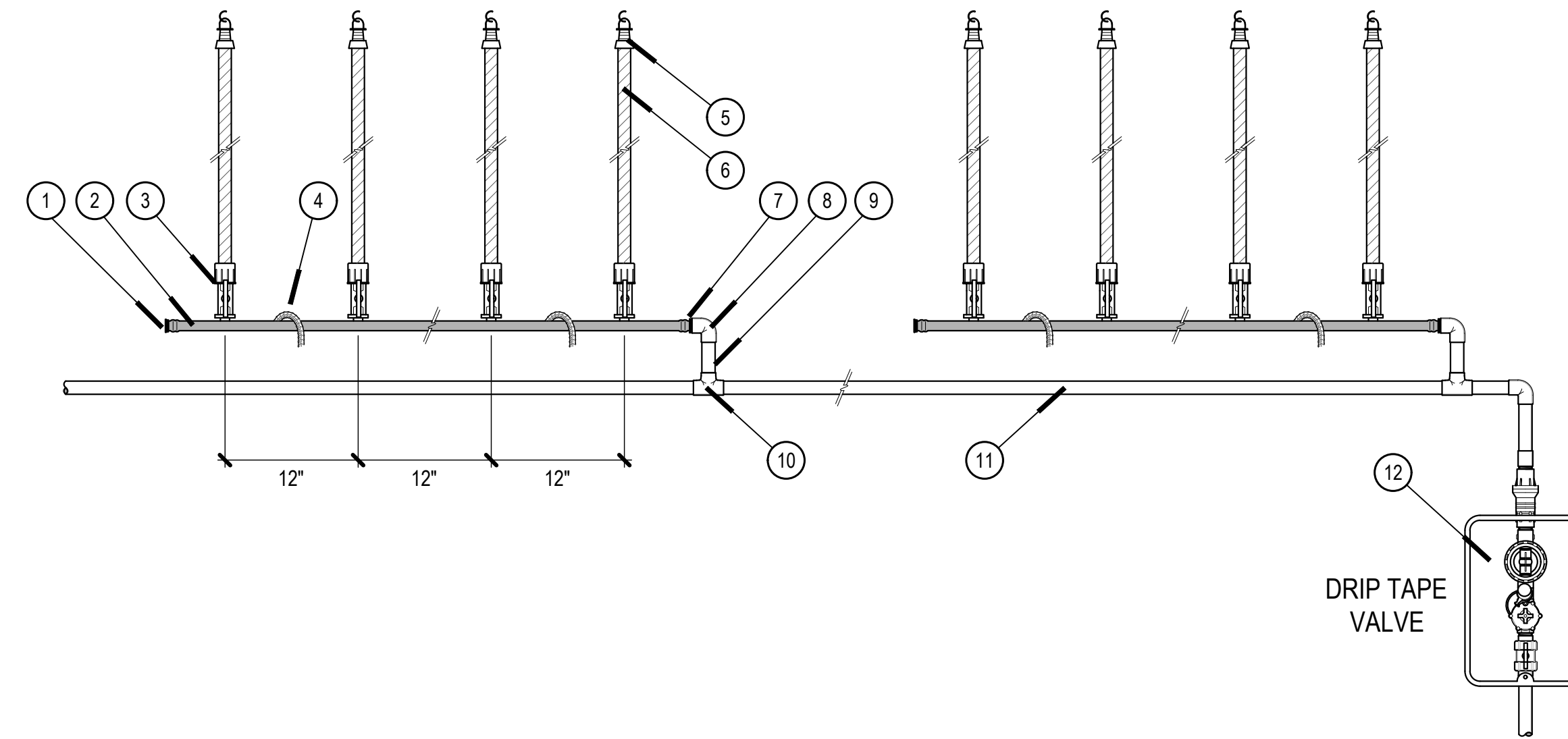
- 1 ROUND VALVE BOX - LABEL PER BRANDING DETAIL
- 2 BALL VALVE - REFER TO LEGEND
- 3 WATER IDENTIFICATION TAG - AS REQUIRED
- 4 FINISH GRADE
- 5 SUBGRADE
- 6 MAINLINE
- 7 PVC 45° ELL - REFER TO LEGEND
- 8 MAINLINE
- 9 BRICK SUPPORTS - FOUR REQUIRED
- 10 3/4" CRUSHED GRAVEL - 12" DEEP

**0.0 GARDEN BALL VALVE**



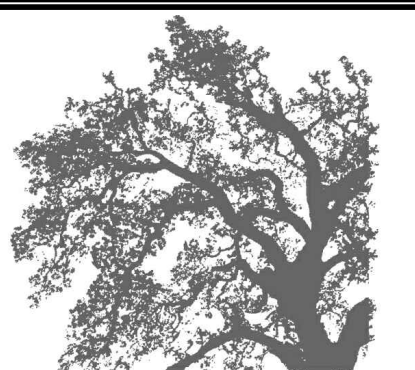
- 1 JUMBO RECTANGULAR VALVE BOX - LABEL PER BRANDING DETAIL
- 2 BASKET FILTER WITH PRESSURE REGULATOR
- 3 AUTOMATIC CONTROL VALVE
- 4 VALVE WIRE AND COMMON - PROVIDE 24" MINIMUM EXPANSION COIL
- 5 STATION ID TAG AND WATER ID TAG - INSTALL TAGS ON SOLENOID WIRES
- 6 WATERPROOF WIRE CONNECTOR
- 7 SCHEDULE 80 PVC BALL VALVE
- 8 FINISH GRADE
- 9 SCHEDULE 80 PVC T.O.E. NIPPLE - LENGTH TO CLEAR VALVE BOX
- 10 10 PSI INLINE PRESET PRESSURE REGULATOR - REFER TO LEGEND
- 11 S x T PVC COUPLING WITH SCHEDULE 80 PVC CLOSE NIPPLE
- 12 PVC LATERAL LINE
- 13 T x T PVC COUPLING WITH SCHEDULE 80 PVC CLOSE NIPPLE
- 14 GRAVEL 3/4" CRUSHED - 12" DEEP
- 15 SCHEDULE 80 PVC 1" DIA X 2" LONG NIPPLE

**0.0 CONTROL VALVE - DRIP TAPE**



- 1 RAIN BIRD XFF-MA-050 17mm BARB x 1/2" MPT MALE ADAPTER WITH 1/2" SCHEDULE 40 PVC THREADED CAP
- 2 RAIN BIRD DBL100 1/2" BLACK TUBING
- 3 IRRITEC A2-TV58250 - 5/8" PERMA-LOC TAPE X 3.6 mm BARB TUBING TAKEOFF ADAPTER VALVE
- 4 RAIN BIRD TDS-6050 6" GALVANIZED TIE DOWN STAKE
- 5 IRRITEC A2-TV5TH50 - 5/8" IRRITEC PERMA-LOC TAPE X 1/2" MPT ADAPTER VALVE
- 6 IRRITEC P1 DRIP TAPE - REFER TO LEGEND
- 7 RAIN BIRD XFF-MA-075 17mm BARB x 3/4" MPT MALE ADAPTER
- 8 3/4" UVR SCHEDULE 40 PVC S x T ELL
- 9 3/4" SCHEDULE 40 PVC LATERAL LINE - REFER TO TRENCHING DETAIL FOR LENGTH
- 10 SCHEDULE 40 PVC SLIP TEE OR SLIP ELL
- 11 SCHEDULE 40 PVC LATERAL LINE - REFER TO PLAN FOR SIZE
- 12 DRIP TAPE CONTROL VALVE ASSEMBLY - REFER TO LEGEND

**0.0 DRIP TAPE IRRIGATION**



**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

**IRRIGATION DETAILS**

SHEET TITLE

OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE  
TRI CITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER

REVISIONS	DATE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021





**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

**PLANTING PLAN**

SHEET TITLE

OWNER

TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE

TRI CITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER

DATE

REVISIONS

DRAWN BY:

CHECKED BY:

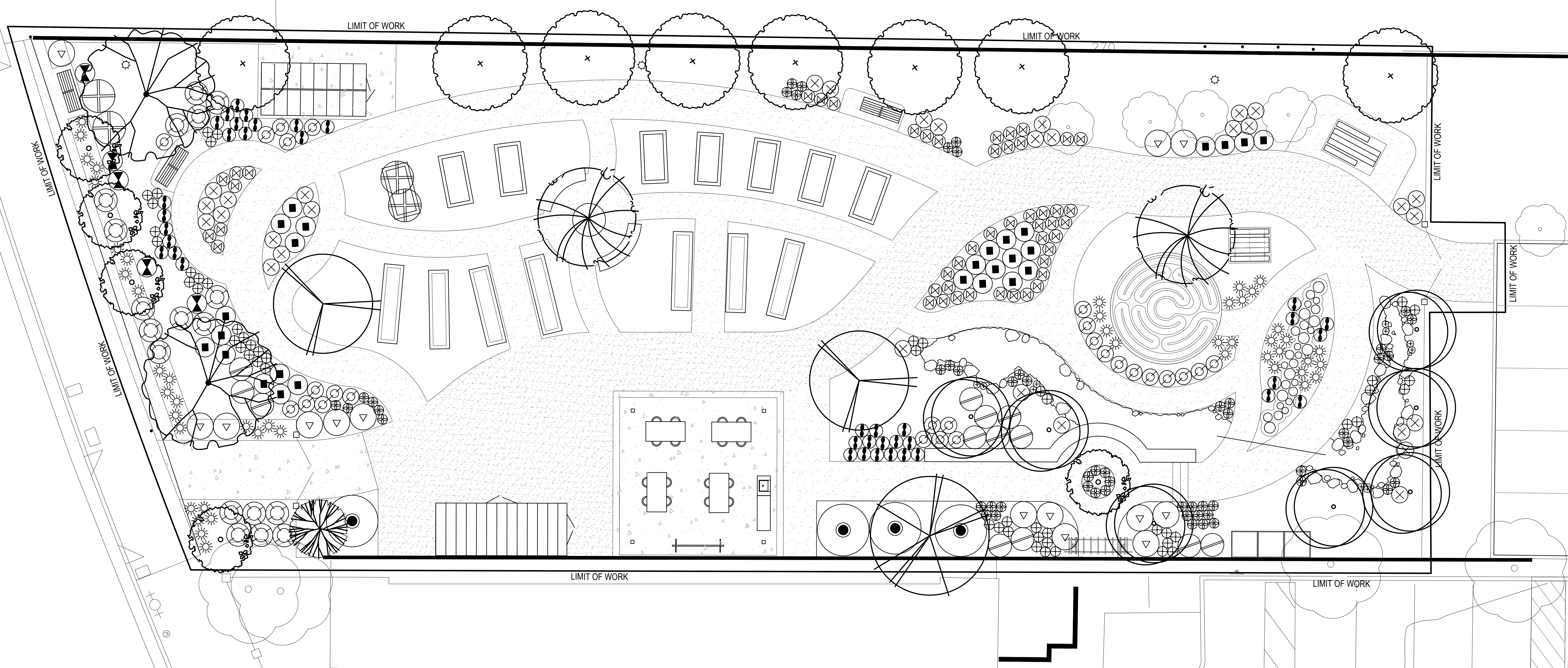
PROJECT NO.

DATE:



SHEET 19 OF 23

**L3.00**



**PLANTING LEGEND**

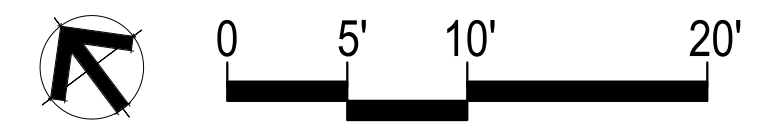
BOTANICAL NAME/COMMON NAME	SPACING	SIZE	WUCOLS	QTY.
ACHILLEA X MOONSHINE YARROW	18" O.C	1 GAL	L	55
FRAGARIA VESCA / WOODLAND STRAWBERRY	1' O.C	1 GAL	M	10
CEANOTHUS RIGIDUS 'SNOWBALL' / CALIFORNIA LILAC	8' O.C	5 GAL	L	4
EPILOBIUM CANUM / CALIFORNIA FUCHSIA	2' O.C	1 GAL	L	48
ENCELIA FARINOSA / BRITTLEBUSH	30" O.C	5 GAL	VL	31
ERIOGONUM FASCICULATUM 'THEODORE PAYNE' / THEODORE PAYNE BUCKWHEAT	3' O.C	5 GAL	VL	27
LANTANA X NEW GOLD / NEW GOLD LANTANA	4' O.C	5 GAL	L	12
LAVANDULA STOCHAS 'OTTO QUAST' / SPANISH LAVANDER	2' O.C	5 GAL	L	49
VERBENA LILACINA 'DE LA MINA' / LILAC VERBENA	30" O.C	1 GAL	L	27
MUHLENBERGIA DUBIA / PINE MUHLY	42" O.C	5 GAL	L	18
PENSTEMON HETEROPHYLLUS / FOOTHILL PENSTEMON	18" O.C	1 GAL	L	53
RUBUS HYBRID 'NAVAHO' / 'NAVAHO' THORNLESS BLACKBERRY	3' O.C	1 GAL	M	5
RUBUS URSINUS X IDEASU 'THORNLESS' / THORNLESS BOYSBERRY	5' O.C	1 GAL	M	2
SALVIA PACHYPHYLLA / ROSE SAGE	2' O.C	5 GAL	L	39
TRICHOSTEMA LANATUM / WOOLY BLUE CURLS	42" O.C	5 GAL	L	25

**TREE LEGEND**

BOTANICAL NAME/COMMON NAME	SPACING	SIZE	WUCOLS	QTY.
OLEA EUROPAEA 'SWAN HILL' / FRUITLESS OLIVE	--	24" BOX	L	2
AVOCADO TREE	--			2
PERSEA AMERICANA X 'FUERTE' / FUERTE AVOCADO	--	24" BOX	M	
PERSEA AMERICANA X 'REED' / REED AVOCADO	--	24" BOX	M	
CHILOPSIS LINEARIS 'BUBBA' / DESERT WILLOW	--	24" BOX	L	1
CHILOPSIS LINEARIS / DESERT WILLOW	--	24" BOX	L	2
CERCIS OCCIDENTALIS / WESTERN REDBUD	--	24" BOX	L	1
CITRUS TREES	--			7
CITRUS X LATIFOLIA 'BEARSS SEEDLESS LIME' / BEARSS LIME	--	24" BOX	M	
CITRUS LIMON 'EUREKA' / EUREKA LEMON	--	24" BOX	M	
CITRUS X SINENSIS 'CARA CARA' / CARA CARA ORANGE	--	24" BOX	M	
CITRUS SINENSIS 'VALENCIA' / VALENCIA ORANGE	--	24" BOX	M	
CITRUS RETICULATA 'OWARA' / OWARI SATSUMA MANDARIN	--	24" BOX	M	
CITRUS RETICULATA 'GOLD NUGGET' / GOLD NUGGET TANGERINE	--	24" BOX	M	
HETEROMELES ARBUTIFOLIA / TOYON	--	24" BOX	L	1

BOTANICAL NAME/COMMON NAME	SPACING	SIZE	WUCOLS	QTY.
FRUIT TREES	--			8
MALUS DOMESTICA 'ANNA' / ANNA APPLE	--	24" BOX	M	
MALUS 'DORSETT' / DORSETT GOLDEN APPLE	--	24" BOX	M	
PRUNUS PERSICA NUCIPERSICA 'DESERT DELIGHT' / DESERT DELIGHT	--	24" BOX	M	
NECTARINE (STANDARD)	--			
PRUNUS PERSICA 'SATURN' / STARK SATURN PEACH	--	24" BOX	M	
DIOSPYROS KAKI 'FUJU' / FUJU (JIRO) PERSIMMON	--	24" BOX	M	
PRUNUS SALICINA 'BEAUTY' / BEAUTY PLUM	--	24" BOX	M	
PRUNUS PERSICA NUCIPERSICA 'SNOW QUEEN' / SNOW QUEEN	--	24" BOX	M	
NECTARINE (STANDARD)	--			
PRUNUS PERSICA 'TROPIC SNOW' / TROPIC SNOW PEACH	--	24" BOX	M	
EXISTING TREE TO REMAIN	--			N/A

3" FOREST FLOOR  
\*INSTALL / MULCH ON ALL OPEN SOIL SURFACE THROUGHOUT THE GARDEN



SCALE: 1/8" = 1'

**GENERAL REQUIREMENTS**

- THE PLANS ARE DIAGRAMMATIC. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND NOTIFY THE PROJECT ENGINEER/LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO THE START OF WORK.
- QUANTITIES: PLANT MATERIAL NUMERICAL QUANTITIES SHOWN ARE FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR QUANTITY OF PLANTS SHOWN ON THE DRAWING.
- PLANT AVAILABILITY: THE ACT OF PROVIDING A BID FOR THIS PROJECT ESTABLISHES THE CONTRACTORS UNDERSTANDING THAT THE PLANTS SPECIFIED HEREIN MAY BE UNUSUAL AND MORE DIFFICULT TO LOCATE THAN THE INDUSTRY STANDARD AND THAT THE CONTRACTOR AGREES TO THE FOLLOWING:
  - THE CONTRACTOR SHALL SEARCH FOR EACH PLANT SPECIFIED. IF ANY CALIFORNIA NURSERY HAS THE SPECIFIED SPECIES THE CONTRACTOR IS OBLIGATED TO PURCHASE HEALTHY CONTAINERS OF THE SPECIES.
  - WITHIN 21 DAYS AFTER THE AWARD OF CONTRACT, THE CONTRACTOR SHALL SUBMIT A PLANT SUBMITTAL WITH NURSERY SOURCES, PLANT QUANTITIES, PLANT SIZES AND PHOTOS OF THE PLANTS BEING SUPPLIED. THE PLANT LIST SHALL INDICATE ALL UNAVAILABLE PLANTS AND WHICH NURSERIES WERE CONTACTED DURING THE CONTRACTOR'S SEARCH.
- CLEARING AND GRUBBING: THE CONTRACTOR SHALL CLEAR AND GRUB ALL IMPROVEMENT AREAS PRIOR TO THE INSTALLATION OF THE IRRIGATION SYSTEM. SEE SPECIFICATIONS.
- PROTECTION OF EXISTING PLANT MATERIAL:
  - THE PROJECT MANAGER SHALL IDENTIFY EXISTING TREES AND SHRUBS THAT ARE TO BE PRESERVED AND PROTECTED WITHIN THE PROJECT LIMITS PRIOR TO THE START OF WORK.
  - THE CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING TREES AS NOTED ON THE PLANS OR AS DIRECTED BY THE PROJECT MANAGER. THE CONTRACTOR SHALL NOT STORE ANY CONSTRUCTION MATERIALS INCLUDING EQUIPMENT OR EXCAVATED SOILS NOR OPERATE ANY MACHINERY THAT MIGHT COMPACT THE EXISTING SOIL WITHIN THE DRIP LINE OF A TREE'S CANOPY.
  - THE CONTRACTOR SHALL PROVIDE CONTINUOUS IRRIGATION AND MAINTENANCE TO ALL EXISTING PLANT MATERIALS THAT ARE TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE IN SIZE, KIND, AND TO THE SATISFACTION OF THE PROJECT MANAGER ANY EXISTING PLANT MATERIAL THAT IS TO BE PROTECTED AND IS DAMAGED DURING THE CONSTRUCTION PERIOD.
  - NO PRUNING SHALL BE DONE EXCEPT BY THE APPROVAL OF THE PROJECT MANAGER.

**WEED ABATEMENT**

- THE CONTRACTOR SHALL SUBMIT A WEED ABATEMENT PROGRAM TO THE PROJECT MANAGER FOR APPROVAL 30 DAYS PRIOR TO THE START OF PLANTING OPERATIONS. NO PLANTING OPERATIONS WILL BE ALLOWED UNTIL ALL PLANTING AREAS ARE CLEARED OF WEEDS IN ACCORDANCE WITH THE WEED ABATEMENT PROGRAM AND TO THE SATISFACTION OF THE PROJECT MANAGER/LANDSCAPE ARCHITECT. MAINTAIN ALL PLANTING AREAS FREE OF WEEDS FOR THE DURATION OF THE CONTRACT. NO CHEMICAL WEED ABATEMENT WILL BE ALLOWED.

**FINAL GRADES**

- MINOR MODIFICATIONS TO THE GRADES MAY BE REQUIRED TO ESTABLISH THE FINAL GRADE.
- CLEAN ALL PLANTING AREAS TO A DEPTH OF TWELVE (12) INCHES, REMOVING ALL WEEDS, DEBRIS, ROCKS, OR OTHER DELETERIOUS MATTER 1" DIAMETER OR LARGER.
- ALL UNDULATIONS AND IRREGULARITIES IN THE PLANTING SURFACES RESULTING FROM TILLAGE, ROTO-TILLING, AND ALL OTHER OPERATIONS SHALL BE LEVELED AND FLOATED OUT BEFORE PLANTING.
- THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PROTECT AND AVOID DAMAGE TO SPRINKLER HEADS, IRRIGATION LINES, AND OTHER UNDERGROUND UTILITIES DURING GRADING AND CONDITIONING OPERATIONS.
- CONTRACTOR SHALL COORDINATE ALL DRAINAGE WORK WITH ALL OTHER TRADES. ESTABLISHED SITE DRAINAGE SHALL BE MAINTAINED BY CONTRACTOR DURING ALL PHASES OF LANDSCAPE CONSTRUCTION.
- FINAL FINISH GRADES SHALL INSURE POSITIVE DRAINAGE OF THE SITE WITH ALL SURFACE DRAINAGE AWAY FROM BUILDINGS, WALLS, AND TOWARD DRAINS AND CATCH BASINS.

**GENERAL PLANTING**

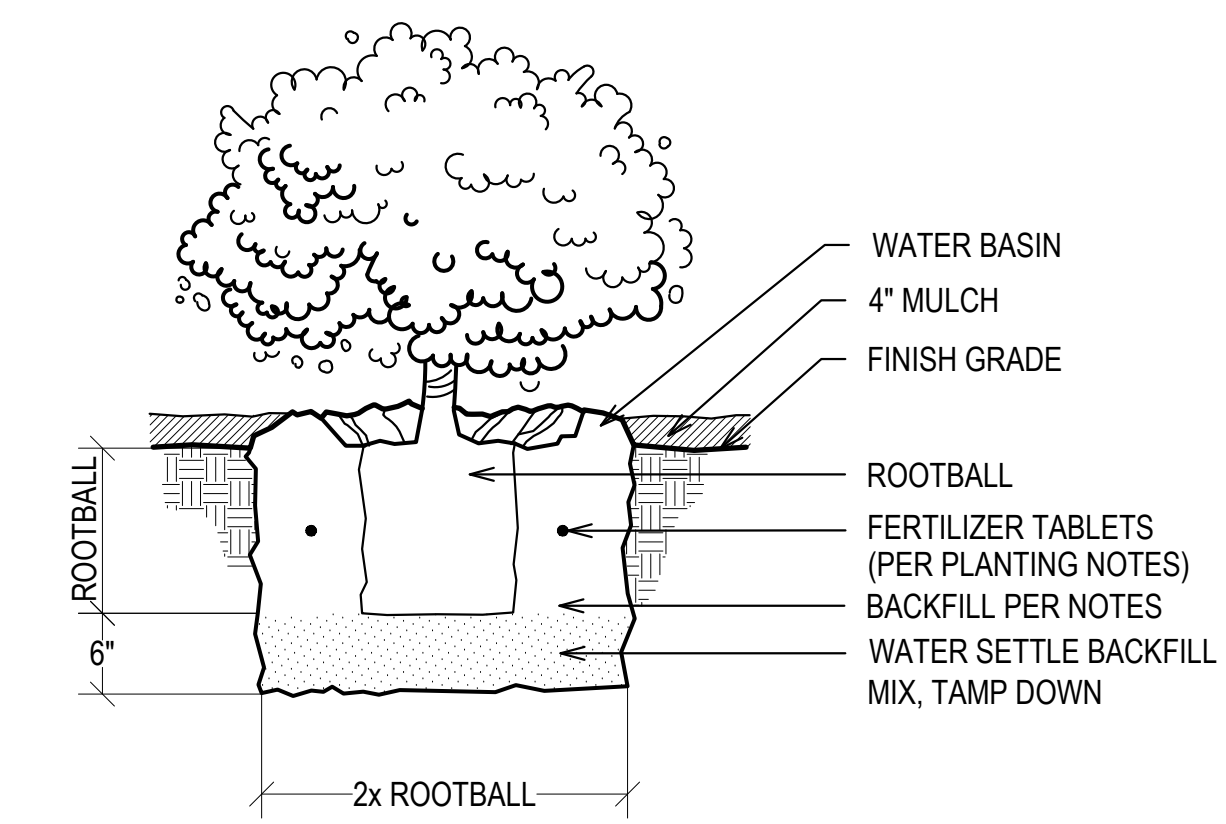
- IF THE MOISTURE CONTENT OF THE SOIL SHOULD REACH SUCH A LEVEL THAT WORKING IT WOULD DESTROY THE SOIL STRUCTURE, SPREADING AND GRADING OPERATIONS SHALL BE SUSPENDED UNTIL THE MOISTURE CONTENT IS INCREASED OR REDUCED TO ACCEPTABLE LEVELS AND THE DESIRED RESULTS ARE LIKELY TO BE OBTAINED.
- ACTUAL PLANTING SHALL BE PERFORMED DURING THOSE PERIODS WHEN THE WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED HORTICULTURAL PRACTICE AND APPROVED BY THE PROJECT MANAGER.
- THE CONTRACTOR SHALL ONLY INSTALL AS MANY PLANTS PER DAY AS CAN BE WATERED ON THAT SAME DAY. ALL PLANTS SHALL BE THOROUGHLY WATERED INTO THE FULL DEPTH OF EACH PLANTING HOLE IMMEDIATELY AFTER PLANTING.
- LAYOUT: THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER 48 HOURS PRIOR TO PLANTING OPERATIONS TO CONFIRM THE LOCATION OF PLANT MATERIALS. LOCATIONS AND QUANTITIES OF PLANT MATERIALS ON THE PLANS ARE APPROXIMATE AND ARE PROVIDED TO SHOW GENERAL INTENT. PLANT LOCATION ADJUSTMENTS SHALL BE PERFORMED BY THE CONTRACTOR AS DIRECTED BY THE PROJECT MANAGER/ LANDSCAPE ARCHITECT AT NO ADDITIONAL COST TO TRI CITY.
- BACKFILL MIX: ALL PLANTING HOLES, EXCLUDING PLANTING HOLES SMALLER THAN 1 GALLON SHALL HAVE THE FOLLOWING BACKFILL MIXTURE:
  - 70% EXISTING TOPSOIL
  - 30% NITROGEN FORTIFIED WOOD COMPOST (TYPE 1 ORGANIC SOIL AMENDMENT)
  - 2 POUNDS PER CUBIC YARD OF IRON SULFATE AND THE FOLLOWING AMOUNT OF PLANTING TABLETS:
    - 15 GAL. PLANT = FIVE (5) TABLETS
    - 5 GAL. PLANT = THREE (3) TABLETS
    - 1 GAL. PLANT = ONE (1) TABLET
- EACH TREE OR SHRUB SHALL BE PLACED IN THE CENTER OF THE HOLE AND SHALL BE SET PLUMB AND HELD RIGIDLY IN POSITION UNTIL THE PLANTING BACK FILL HAS BEEN TAMPED DOWN AROUND EACH ROOT BALL.
- ALL PLANTS SHALL BE SET AT SUCH A LEVEL THAT AFTER SETTLING THEY ARE 4" HIGHER THAN THE SURROUNDING FINISH GRADE, UNLESS OTHERWISE NOTED ON PLANTING LEGEND.

- MULCH: APPLY 3" OF SOIL CONDITIONER/PLANTER MIX IN ALL PLANTING AREAS
- FERTILIZER: THE CONTRACTOR SHALL APPLY AN 8-8-4 COMMERCIAL SLOW RELEASE FERTILIZER TO ALL PLANTING AREAS AT A RATE OF 20 POUNDS PER 1000 SQUARE FEET UPON COMPLETION OF THE GROUND COVER PLANTING AND AT THIRTY DAY INTERVALS THEREAFTER UNTIL THE END OF THE PLANT ESTABLISHMENT PERIOD. THOROUGHLY WATER ALL PLANTING AREAS FOLLOWING THE APPLICATION OF THE FERTILIZER. ALL FERTILIZER APPLICATIONS SHALL BE PERFORMED UNDER INSPECTION BY THE PROJECT MANAGER.
- INSPECTIONS: ALL WORK AND MATERIALS ARE SUBJECT TO INSPECTION AND APPROVAL IN ADDITION TO INSPECTIONS REQUIRED BY THE STANDARD PLANS SPECIFICATIONS. THE FOLLOWING INSPECTIONS ARE REQUIRED.
  - IRRIGATION SYSTEM PRESSURE TESTING
  - IRRIGATION COVERAGE TEST
  - IRRIGATION SYSTEM OPERATIONS TEST
  - TAGGING OF PLANT MATERIAL 15 GALLON AND LARGER AT THEIR SOURCE
  - APPROVAL OF ALL PLANT MATERIAL AT THE SITE PRIOR TO PLANTING OPERATIONS
  - CONFIRMATION AND APPROVAL OF PLANT MATERIAL LOCATION AND SPACING PRIOR TO PLANTING
  - PRE-MAINTENANCE FINAL LANDSCAPE INSPECTION
  - POST-MAINTENANCE FINAL LANDSCAPE INSPECTION
- RECYCLING: THE CONTRACTOR SHALL RECYCLE ON-OR-OFF SITE ALL VEGETATIVE WASTE.

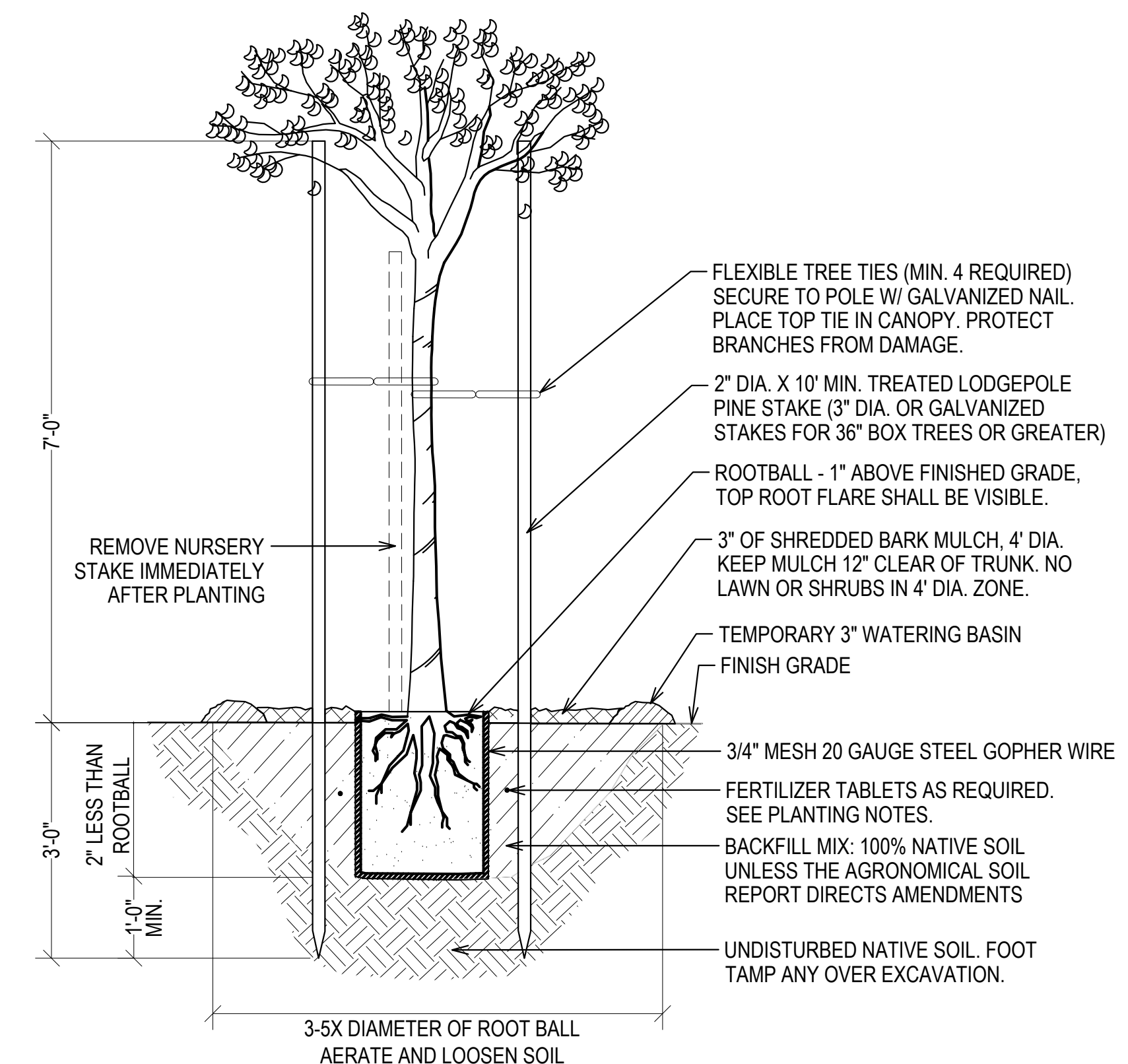
**MAINTENANCE PERIOD**

- PLANT ESTABLISHMENT PERIOD: THE CONTRACTOR SHALL PROVIDE A PLANT ESTABLISHMENT PERIOD FOR A LENGTH OF 90 CALENDAR DAYS.
- ARRANGE FOR A PRE-MAINTENANCE FINAL INSPECTION TO START THE PLANT ESTABLISHMENT PERIOD BY CONTACTING THE PROJECT MANAGER AND THE LANDSCAPE ARCHITECT. THE MAINTENANCE PERIOD SHALL BE FROM THE TIME THE CITY STAFF INSPECTS THE SITE AND GRANTS THE START OF THE PERIOD.
- PLANT REPLACEMENT: THE CONTRACTOR SHALL REPLACE AS SOON AS POSSIBLE, ANY PLANT THAT SHOWS SIGNS OF FAILURE TO GROW AT ANY TIME DURING THE CONTRACT PERIOD OR THOSE PLANTS THAT ARE INJURED OR SO DAMAGED AS TO RENDER THEM UNSUITABLE FOR THE PURPOSE INTENDED. PROVIDE REPLACEMENT PLANTS OF THE SAME TYPE AND SIZE, AND INSTALL THEM PER THE PLANTING SPECIFICATION.
- RESTORATION OF DAMAGED AREAS: THE CONTRACTOR SHALL RESTORE ALL LANDSCAPED AREAS TO THEIR ORIGINAL CONDITION THAT ARE NOT SPECIFICALLY PROVIDED FOR BY THESE PLANS BUT HAVE IMPACTED BY CONSTRUCTION. PROVIDE ALL NECESSARY MATERIAL, INCLUDING IRRIGATION EQUIPMENT, SOIL, SOIL AMENDMENT, PLANTS OF THE SAME SPECIES, KINDS AND SIZED, ETC. TO THE SATISFACTION OF THE PROJECT MANAGER AND THE LANDSCAPE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.
- GUARANTEES: THE CONTRACTOR SHALL WARRANT ALL TREES 15 GALLON SIZED AND LARGER FOR ONE YEAR AND ALL SHRUBS SHALL BE WARRANTED FOR A PERIOD OF SIX MONTHS. THE WARRANTY PERIOD SHALL BEGIN UPON THE DATE OF THE FINAL POST MAINTENANCE ACCEPTANCE. THIS WARRANTY DOES NOT INCLUDE ITEMS DAMAGED DUE TO THE OWNERS NEGLIGENCE AND/OR TO ACTS OF GOD.

**3 PLANTING NOTES**



**2 SHRUB PLANTING**



- NOTES:
- STAKES SHALL NOT PIERCE ROOTBALL & SHALL EXTEND INTO UNDISTURBED SOIL.
  - PLACE FLEXIBLE TREE TIES ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
  - ALL EXCESS SOIL SHALL BE REMOVED FROM THE TOP OF THE ROOT BALL EXPOSING THE ROOT FLARE.
  - ROOT PRUNE 1/2" OFF ALL SIDES OF ROOT BALL WITH A SHARP KNIFE.

**1 TREE PLANTING**



**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

**PLANTING DETAILS AND NOTES**

SHEET TITLE

OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE  
TRI CITY MENTAL HEALTH AUTHORITY GARDEN CENTER

REVISIONS	DATE	BY
1		
2		
3		
4		
5		
6		
7		
8		

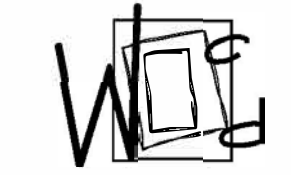
DRAWN BY: JO/PBN  
CHECKED BY: LW  
PROJECT NO. 0972  
DATE: 18 MAY 2021



CONDUIT IS SHOWN DIAGRAMMATICALLY FOR CLARITY AND IS NOT INTENDED TO BE PRECISE IN THE PLACEMENT. CONTRACTOR SHALL COORDINATE CONDUIT INSTALLATION WITH OTHER TRADES TO AVOID CONFLICT

CONDUIT SHALL BE A MINIMUM OF 5' FROM CENTER LINE OF TREES

110.2 APPROVAL: ALL ELECTRICAL EQUIPMENT SHALL BE LABELED, LISTED OR CERTIFIED BY A NATIONALLY RECOGNIZED TESTING LABORATORY ACCREDITED BY THE UNITED STATES OCCUPATIONAL SAFETY HEALTH ADMINISTRATION

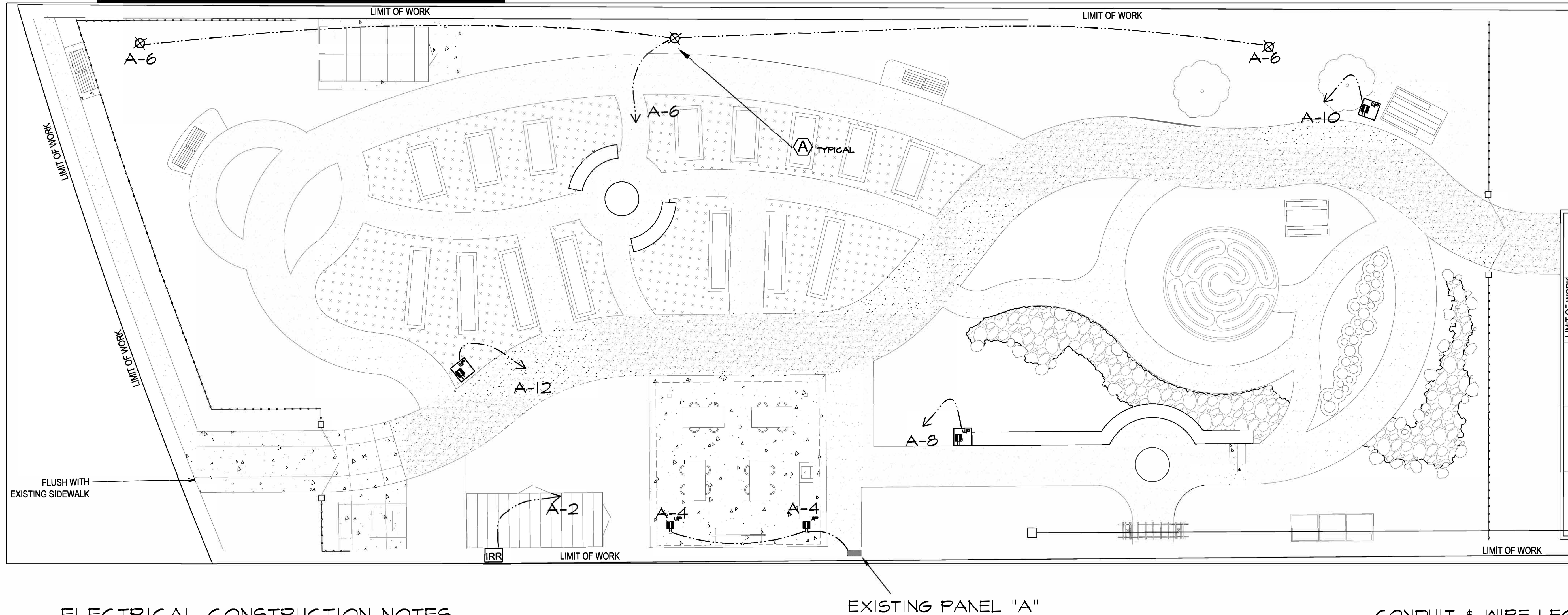


WEST COAST DESIGN GROUP  
ELECTRICAL & LIGHTING ENGINEERS  
303 BAY VIEW TERRACE  
COSTA MESA, CA 92627  
(444) 735-1000



WITHERS & SANDGREN  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com



**ELECTRICAL CONSTRUCTION NOTES**

1. PROVIDE ALL MATERIALS AND LABOR AS REQUIRED TO ACHIEVE A COMPLETE AND OPERATING SYSTEM.
2. COORDINATE AND OBTAIN APPROVALS FROM ALL RESPECTIVE UTILITY COMPANIES AS REQUIRED FOR A COMPLETE AND OPERATING INSTALLATION.
3. INSTALL RACEWAY SYSTEMS AS FOLLOWS:
  - a. USE P.V.C. SCH 80 WHEN PENETRATING SLAB.
  - b. USE COMPRESSION TYPE FITTINGS FOR ELECTRICAL METALLIC TUBING WHERE UTILIZED.
  - c. USE P.V.C. SCH 40 CONDUIT UNDERGROUND WITH CODE SIZED GROUND.
4. ALL WIRING SHALL BE STRANDED COPPER TYPE "THHN/THWN" #8 - U.O.N.. SEE MEGGER TEST NOTE.
5. ALL FIXTURE, DEVICE, ETC... LOCATIONS SHALL BE VERIFIED WITH ARCH. DRAWINGS AS WELL AS EQUIPMENT SUPPLIER REQUIREMENTS PRIOR TO ANY ROUGH-IN WORK.
6. ALL LIGHTING FIXTURES SHALL BE MOUNTED AND SUPPORTED IN ACCORDANCE WITH OSHA STANDARDS AND ALL NATIONAL AND LOCAL ELECTRICAL CODES.
7. THESE DRAWINGS ARE DIAGRAMMATIC AND REPRESENT THE INTENT OF EQUIPMENT, DEVICES, ETC... TO BE CONNECTED AND THE CIRCUITS TO WHICH THEY ARE TO BE CONNECTED TO. CONTRACTOR SHALL INSTALL ALL CONDUIT, J-BOXES, ETC... AS REQUIRED FOR A COMPLETE AND OPERATING SYSTEM.
8. ALL EXTERIOR EQUIPMENT SHALL BE U.L. LISTED FOR WET LOCATIONS.
9. ELECTRICAL CONTRACTOR SHALL PERFORM ALL WORK IN STRICT ACCORDANCE WITH ALL LOCAL AND NATIONAL GOVERNING CODES.
10. ALL EQUIPMENT SHALL BE NEW AND BEAR A "UL" LABEL - U.O.N.
11. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN THE NECESSARY INSPECTIONS.
12. COMPLETE ELECTRICAL INSTALLATION SHALL BE GUARANTEED IN WRITING FOR A PERIOD OF (1) YEAR - U.O.N..
13. ELECTRICAL CONTRACTOR SHALL VISIT SITE PRIOR TO BID DATE, TO VERIFY ALL EXISTING CONDITIONS TO BE ENCOUNTERED IN THE INSTALLATION OF ALL NEW EQUIPMENT, FIXTURES DEVICES, FEEDERS, ETC... EXACT INSTALLATION METHOD AND REQUIREMENTS SHALL BE VERIFIED AND DETERMINED PRIOR TO BID DATE. CONTRACTORS SHALL IMMEDIATELY NOTIFY THIS ENGINEER OF ANY REQUIRED MODIFICATIONS WHICH ARE NOT SHOWN ON THESE DRAWINGS. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED.
14. ALL EQUIPMENT ELECTRICAL CHARACTERISTICS, LOCATIONS, AND CONNECTION REQUIREMENTS SHALL BE VERIFIED PRIOR TO ANY ROUGH-IN WORK.

EXISTING PANEL "A"

**CONDUIT & WIRE LEGEND**

PROVIDE BLACK WIRE FOR PHASE "A"  
PROVIDE RED WIRE FOR PHASE "B"

ALL CIRCUITS TO HAVE SEPARATE NEUTRALS

ALL CIRCUITS TO BE ① UNLESS OTHERWISE NOTED

① 2#8 & 1#8 E/G - 3/4" C.

15. ELECTRICAL CONTRACTOR SHALL FURNISH THE FOLLOWING SHOP DRAWINGS FOR APPROVAL:
  - a. ALL LIGHT FIXTURES.
  - b. ALL ELECTRICAL EQUIPMENT, PULL BOXES AND ANCIILLARY EQUIPMENT
  - c. CONCRETE MIX DESIGN.
 THESE ITEMS SHALL BE APPROVED BY THIS OFFICE PRIOR TO ANY COMMENCEMENT OF PLACING ORDERS OR PERFORMING ANY ROUGH-IN WORK.
16. COMPLETE ELECTRICAL SYSTEM SHALL BE GROUNDED IN ACCORDANCE WITH THE PRESENTLY ADOPTED EDITION OF THE N.E.C. ART. 250.
17. PROVIDE THE OWNER AND THIS ENGINEER WITH ONE SET OF ELECTRICAL "AS-BUILTS" AT THE COMPLETION OF JOB.
18. TRENCHES SHALL BE DEEP ENOUGH TO ALLOW FOR 24" OF COVER OVER THE CONDUITS.
19. BACKFILL OF TRENCHES UNDER AREAS WHERE ASPHALT, CONCRETE OR VEHICULAR PAVING WILL BE PLACED, SHALL BE COMPACTED BY THE FOLLOWING MEANS: PROPERLY MOISTEN SOIL, PLACE INTO TRENCHES IN LIFTS OF 8", MAKE THREE (3) PASSES WITH A "STOMPER" TYPE COMPACTION DEVICE, REPEAT TO TOP OF TRENCH. TRENCHES SHALL ACHIEVE 95% RELATIVE COMPACTION.
20. SPLICES IN UNDERGROUND PULL BOXES SHALL BE WATERPROOF. USE SCOTCHCAST #4 ELECTRICAL INSULATING RESIN, OR (2) WRAPS OF SCOTCH #23 RUBBER TAPE WITH (2) WRAPS OF SCOTCH #88 BLACK TAPE AND (3) COATS OF SCOTCHKOTE ELECTRICAL COATING.
21. ALL PANELS, RELAYS, CABINETS, ETC. SHALL HAVE PHENOLIC LABELS ATTACHED. LABELS SHALL STATE THE EQUIPMENT CALL-OUT & BE 1-1/4" x 3" - WHITE ON BLACK.
22. ELECTRICAL CONTRACTOR SHALL PERFORM ALL WORK IN STRICT ACCORDANCE WITH ALL LOCAL AND NATIONAL GOVERNING CODES.



0 5' 10' 20'  
SCALE: 1/8" = 1'

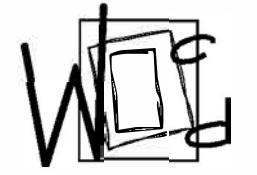
SHEET TITLE  
**SITE ELECTRICAL PLAN**

OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

PROJECT TITLE  
**TRI CITY MENTAL HEALTH AUTHORITY GARDEN CENTER**

DATE	REVISIONS	DRAWN BY:	CHECKED BY:	PROJECT NO.	DATE:
	1.	ld	RO	0972	15 APR 2022
	2.				
	3.				
	4.				
	5.				
	6.				
	7.				
	8.				





WEST COAST DESIGN GROUP  
ELECTRICAL & LIGHTING ENGINEERS  
303 BAY VIEW TERRACE  
COSTA MESA, CA 92627  
(949) 795-1000

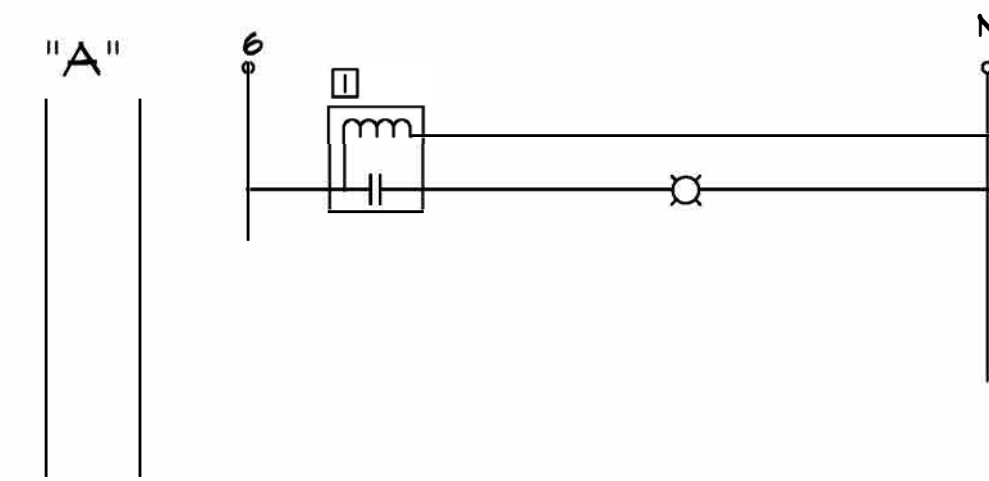


WITHERS & SANDGREN  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

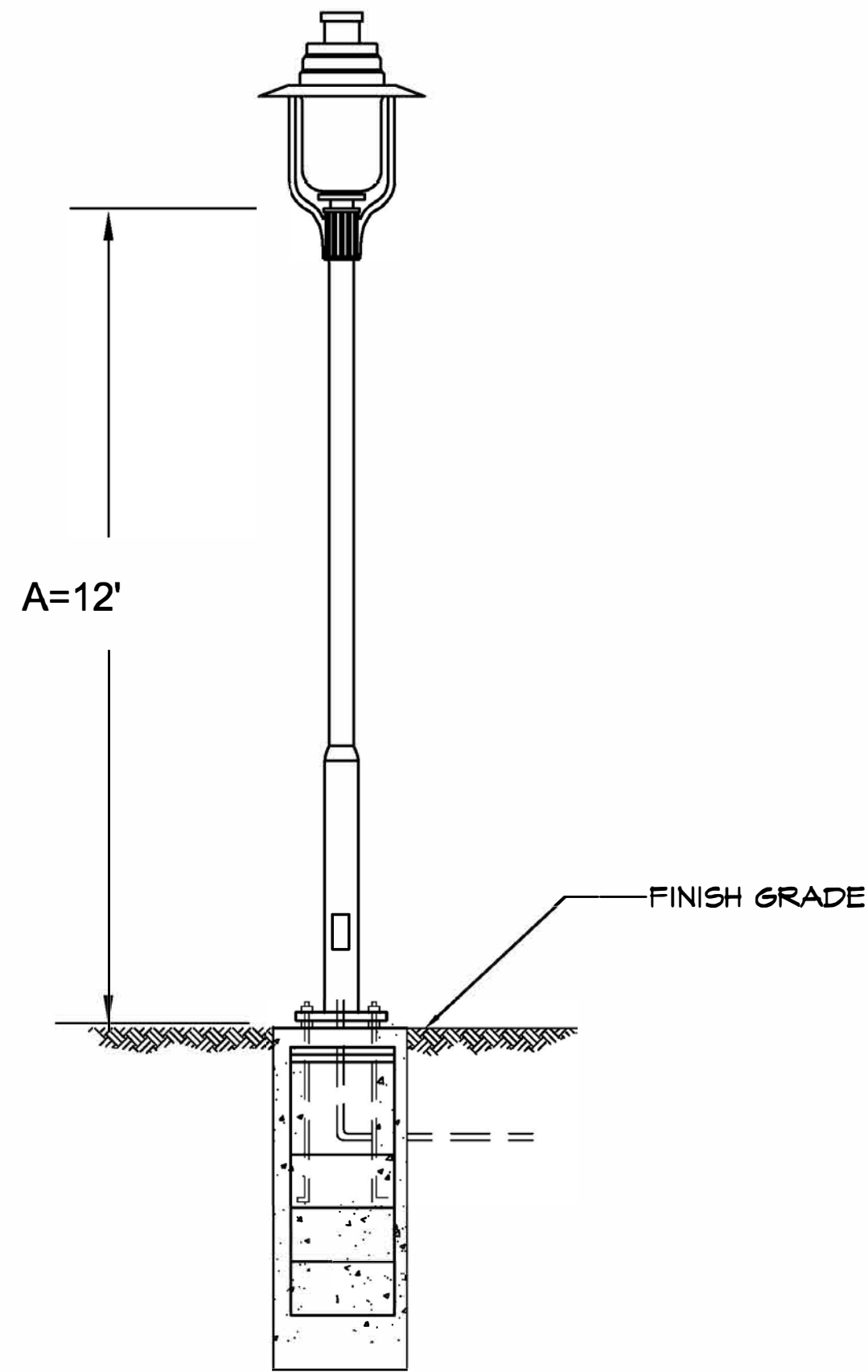
PANEL NO.	A	SECTION:	1 OF 1	Bus:	120 /208 Volts	NEMA3R	X	Main C.B.	100 AMP	
Location:	REAR WALL	Serving:	LOCAL POWER	3 $\Phi$	4 Wire	100 AMP		Main Lugs Only		
	Integrated Equipment SC Rating		Feed Thru Lugs					Flush Mnt	X	
	42,000 RMS SYM AMPS		Sub/Feed Lugs					X	Surface Mnt.	
									Top Feed	
									Bot. Feed	
Load Type	Circuit Description	CONN VA	C.B. AMP Pole	PH	X	Gnd. Bus	C.B. GKT Pole	CONN AMP VA	Circuit Description	Load Type
N	MAIN BREAKER		100 3 1	A		2 1 20		180	IRRIGATION CONTROLLER	N
N	MAIN BREAKER		100 3 3	B		4 1 20		360	OUTLETS	R
N	MAIN BREAKER		100 3 5	C		6 1 20		150	SECURITY LIGHTS	L
	SPACE		20 1 7	A		8 1 20		180	OUTLET	R
	SPACE		20 1 9	B		10 1 20		180	OUTLET	R
	SPACE		20 1 11	C		12 1 20		180	OUTLET	R
Total Receptacle (R) Load @ 180VA/ea., 100% for first 10,000VA & 50% for remainder:									0.90 KVA	
Total Noncoincident (E) Load (Not included in demand load):									0.00 KVA	
Total Lighting (L) Load @ 1.25%:									0.1875 KVA	
Total NonContinuous (N) Load:									0.18 KVA	
Total Motor (M) Load:									0 KVA	
Largest Motor: (25% added to demand load):									20 HP	5.00 KVA
TOTAL CONNECTED LOAD:									1.2 KVA	
Total / $\Phi$									A B C	
									3 5 3	
TOTAL DEMAND LOAD:									6.3 KVA	
									17.4 A	

\* CIRCUITS CONTROLLED BY TIMECLOCK  
TIMECLOCK TO BE INTERMATIC #ET 2805CP, NO  
SUBSTITUTION.



☐ ASTRONOMIC TIME CLOCK, INTERMATIC #ET 2805CP, 1 CIRCUIT

③ CONTROL WIRING SCHEMATIC  
NTS



⊕ TYPE "A" FIXTURES

THE CONCRETE FOR NEW FOOTINGS SHALL BE 3000 PSI, TYPE V DUE TO HIGH SULFATE CONTENT, NO SPECIAL INSPECTION REQUIRED

LIGHTING FIXTURE SCHEDULE

SYMBOL	TYPE	MANUFACTURER CATALOG#	LAMP QTY. & TYPE	FIXTURE WATTAGE	VOLTS	REMARKS / MOUNTING
⊕	A	STERNBERG #PT-6930LED-IL2TT5-MDLOT-SVID-ABZT STERNBERG POLE #2712-P4-125/MOT-H56/ABZT	2.7K 41 WATT LED	41	120	PROVIDE CONCRETE FOOTING

SITE ELECTRICAL  
DETAILS

TRICITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA 91767

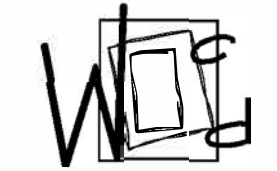
TRICITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER

DATE	REVISIONS
	1.
	2.
	3.
	4.
	5.
	6.
	7.
	8.

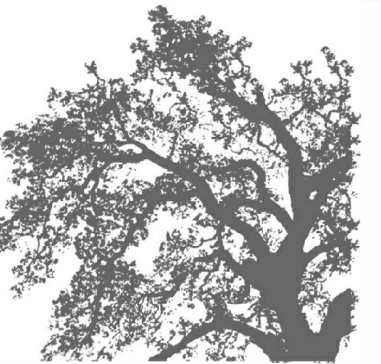
DRAWN BY: Id  
CHECKED BY: RO  
PROJECT NO. 0972  
DATE: 15 APR 2022







**WEST COAST DESIGN GROUP**  
ELECTRICAL & LIGHTING ENGINEERS  
303 BAY VIEW TERRACE  
COSTA MESA, CA 92627  
(444) 735-1000



**WITHERS & SANDGREN**  
LANDSCAPE ARCHITECTURE + PLANNING

20948 TULSA STREET  
CHATSWORTH, CA 91311  
818-291-0200  
mail@withersandsandgren.com

TITLE 24  
CALCULATIONS

OWNER  
TRI CITY MENTAL HEALTH AUTHORITY  
2008 N. GAREY AVENUE  
POMONA, CA  
91767

PROJECT TITLE  
TRI CITY MENTAL HEALTH AUTHORITY  
GARDEN CENTER

DATE	REVISIONS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

DRAWN BY: ld  
CHECKED BY: RO  
PROJECT NO. 0972  
DATE: 15 APR 2022



STATE OF CALIFORNIA  
**Outdoor Lighting**  
NRCC-LTO-E (Created 11/19)  
CALIFORNIA ENERGY COMMISSION  
CERTIFICATE OF COMPLIANCE  
Project Name: TRI CITY MENTAL HEALTH Report Page: Page 1 of 6  
Project Address: 2008 N. GAREY AVENUE Date Prepared: 11.2.2021

**A. GENERAL INFORMATION**

01 Project Location (city) PCMONA 04 Total Illuminated Hardscape Area (ft<sup>2</sup>) 3,237

02 Climate Zone

03 Outdoor Lighting Zone per Title 24, Part 1 §140.114 or as designated by Authority Having Jurisdiction (AHJ):  
 LZ-0: Very Low - Undeveloped Parkland  LZ-2: Moderate - Rural Areas  LZ-4: High - Must be reviewed by CA Energy Commission for Approval  
 LZ-1: Low - Developed Parkland  LZ-3: Moderately High - Urban Areas

**B. PROJECT SCOPE**

Table Instructions: Include any outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.7 or §141.0(b)(2) for alterations.

My project consists of:  
 New Lighting System Must Comply with Allowances from §140.7  
 Altered Lighting System Is your alteration increasing the connected lighting load (Watts)?  Yes  No

03 % of Existing Luminaires Being Altered<sup>1</sup> Sum Total of Luminaires Being Added or Altered Calculation Method  
 \*FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100

**C. COMPLIANCE RESULTS**

Table Instructions: If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D, for guidance.

Calculation of Total Allowed Lighting Power (Watts) §140.7 or §141.0(b)(2)						Compliance Results		
01	02	03	04	05	06	07	08	09
General Hardscape Allowance §140.7(a)(1)	Per Application §140.7(d)(2)	Sales Frontage §140.7(d)(2)	Ornamental §140.7(d)(2)	Per Specific Area §140.7(d)(2) OR Existing Power §141.0(b)(2)		Total Allowed (Watts)	Total Actual (Watts)	07 Must be 208
(See Table I)	(See Table J)	(See Table K)	(See Table L)	(See Table N)		537.175	129	COMPLIES
Cutoff Compliance (See Table G for Details)						Not Applicable		
Controls Compliance (See Table H for Details)						COMPLIES		

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

STATE OF CALIFORNIA  
**Outdoor Lighting**  
NRCC-LTO-E (Created 11/19)  
CALIFORNIA ENERGY COMMISSION  
CERTIFICATE OF COMPLIANCE  
Project Name: TRI CITY MENTAL HEALTH Report Page: Page 4 of 6  
Project Address: 2008 N. GAREY AVENUE Date Prepared: 11.2.2021

01	02	03	04	0	0
Concrete					
Initial Wattage Allowance for Entire Site (Watts): 350					
Total General Hardscape Allowance (Watts): 537.175					

**J. LIGHTING ALLOWANCE: PER APPLICATION**  
This Section Does Not Apply

**K. LIGHTING ALLOWANCE: SALES FRONTAGE**  
This Section Does Not Apply

**L. LIGHTING ALLOWANCE: ORNAMENTAL**  
This Section Does Not Apply

**M. LIGHTING ALLOWANCE: PER SPECIFIC AREA**  
This Section Does Not Apply

**N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)**  
This Section Does Not Apply

**O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION**

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at [https://www.energy.ca.gov/title24/2019standards/2019\\_compliance\\_documents/Nonresidential\\_Documents/NRCI/](https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/)

YES	NO	Form/Title	Field Inspector	
			Pass	Fail
<input checked="" type="checkbox"/>	<input type="checkbox"/>	NRCC-LTO-01-E - Must be submitted for all buildings.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	NRCC-LTO-02-E - Must be submitted for a lighting control system; or for an Energy Management Control System (EMCS), to be recognized for compliance.	<input type="checkbox"/>	<input type="checkbox"/>

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

STATE OF CALIFORNIA  
**Outdoor Lighting**  
NRCC-LTO-E (Created 11/19)  
CALIFORNIA ENERGY COMMISSION  
CERTIFICATE OF COMPLIANCE  
Project Name: TRI CITY MENTAL HEALTH Report Page: Page 2 of 6  
Project Address: 2008 N. GAREY AVENUE Date Prepared: 11.2.2021

**D. EXCEPTIONAL CONDITIONS**

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

No exceptional conditions apply to this project.

**E. ADDITIONAL REMARKS**

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

**F. OUTDOOR LIGHTING FIXTURE SCHEDULE**

Table Instructions: For new or altered lighting systems demonstrating compliance with §140.7 (ie Table I has expanded for input), include all luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application in the table below. For altered lighting systems using the Existing Power method per §141.0(b)(2) (ie Table N has expanded for input), include only new luminaires being installed and replacement luminaires being installed as part of the project scope (ie, do not include existing luminaires remaining or existing luminaires being moved).

01	02	03	04	05	06	07	08	09	10
Name or Item Tag	Complete Luminaire Description	Watts per luminaire <sup>1,2</sup>	How Wattage is determined	Total number luminaires <sup>2</sup>	Luminaire Status <sup>3</sup>	Excluded per §140.7(a)	Design Watts	Cutoff Req. ≥ 6,200 Initial lumen output §130.2(b)*	Field Inspector
A	POST TOP LED CUT OFF Linear	43	Mfr. Spec <sup>1</sup>	3	New		129	NA: <6,200 lum	Pass
Total Designed Watts: 129									

\* NOTES: Selections with a \* require a note in the space below explaining how compliance is achieved.  
 EX: Luminaire is lighting a statue; EXCEPTION 2 to §130.2(b).

<sup>1</sup> FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c)  
<sup>2</sup> For linear luminaires, wattage should be indicated as W/ft instead of Watts/luminaire. Total linear feet for the luminaire should be indicated in column 05 instead of number of luminaires.  
<sup>3</sup> Select "New" for new luminaires in a new outdoor lighting project or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstated" for existing luminaires which are being removed and reinstalled as part of the project scope.  
 \* Compliance with mandatory cutoff requirements is required for luminaires with initial lumen output ≥ 6,200 unless exempted by §130.2(b).

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

STATE OF CALIFORNIA  
**Outdoor Lighting**  
NRCC-LTO-E (Created 11/19)  
CALIFORNIA ENERGY COMMISSION  
CERTIFICATE OF COMPLIANCE  
Project Name: TRI CITY MENTAL HEALTH Report Page: Page 5 of 6  
Project Address: 2008 N. GAREY AVENUE Date Prepared: 11.2.2021

**P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE**

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: <http://www.energy.ca.gov/title24/fatcp/providers.html>

YES	NO	Form/Title	Field Inspector	
			Pass	Fail
<input checked="" type="checkbox"/>	<input type="checkbox"/>	NRCC-LTO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls area added to ≤ 20 luminaires.	<input type="checkbox"/>	<input type="checkbox"/>

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

STATE OF CALIFORNIA  
**Outdoor Lighting**  
NRCC-LTO-E (Created 11/19)  
CALIFORNIA ENERGY COMMISSION  
CERTIFICATE OF COMPLIANCE  
Project Name: TRI CITY MENTAL HEALTH Report Page: Page 3 of 6  
Project Address: 2008 N. GAREY AVENUE Date Prepared: 11.2.2021

**G. CUTOFF REQUIREMENTS (BUG)**

This Section Does Not Apply

**H. OUTDOOR LIGHTING CONTROLS**

Table Instructions: Complete this table demonstrating compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (whiting only) do not need to be included in this table even if they are within the spaces covered by the permit application.  
 When an option having a \* is selected, the notes section of this table must be completed. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank. For each requirement in columns 02 through 04, do not leave the field blank, instead select NA or Exempt\* from the dropdown list to indicate not applicable or an exemption.

**Mandatory Controls**

01	02	03	04	05
Area Description	Shut Off §130.2(c)(1)	Auto Schedule §130.2(c)(2)	Motion Sensor §130.2(c)(3)	Field Inspector
WALKWAYS	Astronomical Timer	Yes	Yes	Pass

\*NOTES: Controls with a \* require a note in the space below explaining how compliance is achieved.  
 EX: Not permitted by health & safety to be turned off; EXCEPTION 1 to §130.2(c)

**I. LIGHTING POWER ALLOWANCE (per §140.7)**

Table Instructions: Please complete this table for areas using the allowance calculations per §140.7. General Hardscape Allowance is per Table 140.7.A while "Use it or lose it" Allowances are per Table 140.7.B. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance.

General Hardscape Allowance		"Use it or lose it" Allowances (select all that apply)				
01	02	03	04	05	06	07
General Hardscape Allowance	Per Application	Sales Frontage	Ornamental	Per Specific Area		
Table I (below)	Table J	Table K	Table L	Table M		
Calculated General Hardscape Lighting Power Allowance per Table 140.7.A (L2 & 3)						
02	03	04	05	06	07	08
Area Description	Surface Type	Area Wattage Allowance (AWA) Illuminated Area (ft <sup>2</sup> )	Allowed Density (W/ft <sup>2</sup> )	Area Allowance (Watts)	Perimeter Length (ft)	Linear Wattage Allowance (LWA) (W/ft)
WALKWAYS	Asphalt	3,237	0.025	80.925	425	106.25
Total General AWA + LWA (Watts) 187.175						

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

STATE OF CALIFORNIA  
**Outdoor Lighting**  
NRCC-LTO-E (Created 11/19)  
CALIFORNIA ENERGY COMMISSION  
CERTIFICATE OF COMPLIANCE  
Project Name: TRI CITY MENTAL HEALTH Report Page: Page 6 of 6  
Project Address: 2008 N. GAREY AVENUE Date Prepared: 11.2.2021

**DOCUMENTATION AUTHOR'S DECLARATION STATEMENT**

I certify that this Certificate of Compliance documentation is accurate and complete

Documentation Author Name: RUSS OWENS Documentation Author Signature: *R. Owens*  
 Company: WEST COAST DESIGN GROUP Signature Date: 11.2.2021  
 Address: 383 BAY VIEW TERRACE CEA/HERS Certification Identification (if applicable):  
 City/State/Zip: COSTA MESA, CA 92627 Phone: 949-735-1000

**RESPONSIBLE PERSON'S DECLARATION STATEMENT**

I certify the following under penalty of perjury, under the laws of the State of California:

- The information provided on this Certificate of Compliance is true and correct.
- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
- The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
- The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
- I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: RUSSELL A. NEAL II Responsible Designer Signature: *Russell A. Neal II*  
 Company: WEST COAST DESIGN GROUP Date Signed: 11.2.2021  
 Address: 383 BAY VIEW TERRACE License: E-11028  
 City/State/Zip: COSTA MESA, CA 92627 Phone: 949-735-1000

CA Building Energy Efficiency Standards - 2019 Nonresidential Compliance: <http://www.energy.ca.gov/title24/2019standards> November 2019

# IMPROVEMENT PLANS FOR 2018 GAREY AVENUE PARKING LOT EXPANSION

## GENERAL NOTES, GRADING

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF POMONA ORDINANCE, THE CITY ENGINEER AND ANY SPECIAL REQUIREMENTS OF THE PERMIT.
  - NO GRADING SHALL BE STARTED WITHOUT FIRST NOTIFYING THE CITY ENGINEER.
  - A PRE-GRADING MEETING AT THE SITE IS REQUIRED BEFORE START OF GRADING WITH THE FOLLOWING PEOPLE PRESENT: OWNER, GRADING CONTRACTOR, DESIGN CIVIL ENGINEER.
  - FILLS SHALL BE COMPACTED THROUGHOUT TO 90% DENSITY AS DETERMINED BY U.B.C. STANDARD NO. 70-1-10.
  - AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND APPROVED BY THE SOILS ENGINEER PRIOR TO PLACING OF FILL.
  - FILL AREAS SHALL BE CLEANED OF ALL VEGETATION AND DEBRIS, SCARIFIED TO A DEPTH OF 12 INCHES AND INSPECTED BY THE SOIL TESTING AGENCY PRIOR TO THE PLACING OF FILL.
  - THE FACE OF ALL CUT AND FILL SLOPES SHALL BE PLANTED AND MAINTAINED WITH A GROUND COVER APPROVED BY THE PLANNING DIRECTOR. AN APPROVED IRRIGATION SYSTEM OR WATERING FACILITIES MAY BE REQUIRED BY THE CITY ENGINEER OR PLANNING DIRECTOR PRIOR TO ROUGH GRADE APPROVAL.
  - ALL TRENCH BACKFILLS SHALL BE TESTED AND CERTIFIED BY THE SITE SOILS ENGINEER PER THE GRADING CODE. THE SOIL CERTIFICATION SHALL INCLUDE THE STABILITY OF THE BACKFILL AND THAT THE COMPACTION IS 90% OF THE OPTIMUM DENSITY USING THE AASHTO TEST T 180-57 MODIFIED TO USE 3 LAYERS IN LIEU OF 5 LAYERS.
  - THE FINAL COMPACTION REPORT AND CERTIFICATION FROM THE SOILS ENGINEER SHALL CONTAIN THE TYPE OF FIELD TESTING PERFORMED. EACH TEST SHALL BE IDENTIFIED WITH THE METHOD OF OBTAINING THE IN-PLACE DENSITY, WHETHER SAND CONE OR DRIVE RING AND SHALL BE SO NOTED FOR EACH TEST. SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.
  - THE DESIGN CIVIL ENGINEER SHALL EXERCISE SUFFICIENT SUPERVISORY CONTROL DURING GRADING AND CONSTRUCTION TO INSURE COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND CODE WITHIN HIS PURVIEW.
  - STRICT ADHERENCE TO DUST CONTROL REQUIREMENTS SHALL BE ENFORCED AND ALL DUST SHALL BE CONTROLLED BY WATERING.
  - PRIOR TO TRENCHING FOR THE FOUNDATION, THE ROUGH GRADING SHALL BE APPROVED BY THE CITY ENGINEER AND THE ROUGH GRADE CERTIFICATION, ALONG WITH THE FINAL COMPACTION TESTING REPORT, SHALL BE SUBMITTED AND APPROVED BY THE CITY ENGINEER. FINISH GRADE CERTIFICATION SHALL BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO CERTIFICATE OF OCCUPANCY.
  - STATE LAW (SB3019) REQUIRES THE CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT (USA) AND OBTAIN AN IDENTIFICATION NUMBER PRIOR TO THE ISSUANCE OF THE CITY'S ENCROACHMENT PERMIT. THE CONTRACTOR SHALL NOTIFY USA TWO FULL WORKING DAYS (48 HOURS MINIMUM) IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES.
  - ALL SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
  - REPAIR OR REPLACE ALL EXISTING DAMAGED OR ALTERED PUBLIC IMPROVEMENTS AS REQUIRED BY THE ENGINEER IN THE FIELD.
  - ANY MATERIAL INCORPORATED AS PART OF THE COMPACTED FILL MUST BE APPROVED BY THE SOILS ENGINEER. INSPECTION AND CERTIFICATION OF FILL PLACEMENT SHALL BE PROVIDED BY THE SOILS ENGINEER DURING THE PROCESS OF GRADING. NO ROCK OR SIMILAR MATERIAL GREATER THAN EIGHT INCHES IN DIAMETER WILL BE PLACED IN THE FILL UNLESS RECOMMENDATIONS FOR SUCH PLACEMENT HAVE BEEN SUBMITTED BY THE SOILS ENGINEER IN ADVANCE AND APPROVED BY THE CITY ENGINEER.
  - IF ANY UNKNOWN SUB-SURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THEY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE SOILS ENGINEER AND THE CITY ENGINEER PRIOR TO PROCEEDING WITH GRADING OPERATIONS.
  - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES OR STRUCTURES ABOVE OR BELOW GROUND, SHOWN OR NOT SHOWN ON THESE PLANS. HE WILL BE HELD RESPONSIBLE FOR ALL DAMAGE TO ANY UTILITIES OR STRUCTURES CAUSED BY HIS OPERATION. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY CONFLICTS AND CONSTRUCTION MUST BE TERMINATED AND STREETS RESTORED UNTIL CORRECTIVE MEASURES HAVE BEEN APPROVED BY THE CITY ENGINEER.
  - CUT SLOPES SHALL NOT EXCEED 1-1/2:1 AND FILL SLOPES SHALL NOT EXCEED 2:1 UNLESS OTHER SLOPE IS JUSTIFIED BY THE SOILS ENGINEER. FILL SLOPES SHALL HAVE NOT LESS THAN 90% RELATIVE COMPACTION AS DETERMINED BY ASTM D 1557-70 AND CERTIFIED BY THE SOILS ENGINEER. TOE OF SLOPES WILL BE LOCATED PER CHAPTER 70 OF THE UNIFORM BUILDING CODE, LATEST EDITION.
  - SEPARATE PERMITS SHALL BE REQUIRED FOR ANY IMPROVEMENT WORK IN THE PUBLIC RIGHT-OF-WAY.
  - ADJACENT STREETS ARE TO BE CLEANED DAILY OF ALL DIRT AND DEBRIS THAT IS THE RESULT OF THIS OPERATION.
  - ALL BACKFILL OF TRENCHES TO BE CERTIFIED BY A SOILS ENGINEER (90% MINIMUM COMPACTION) PER CITY STANDARDS AND SPECIFICATIONS. ALL EXCAVATIONS, CONSTRUCTION AND INSTALLATIONS IN THE PUBLIC RIGHT-OF-WAY REQUIRE INSPECTION BY CITY INSPECTOR. FAILURE TO HAVE INSPECTION MAY RESULT IN REOPENING OF THE EXCAVATION AND POSSIBLE RECONSTRUCTION.
  - SEE TABLE HEREON FOR EARTHWORK QUANTITIES FOR STREET AND SITE GRADING.
  - THE UNDERSIGNED CIVIL ENGINEER CERTIFIES THAT THIS GRADING WORK WILL BE SUPERVISED IN ACCORDANCE WITH SECTION 7014 OF THE UNIFORM BUILDING CODE.
- SIGNATURE \_\_\_\_\_ R.C.E. NO. \_\_\_\_\_ DATE \_\_\_\_\_
- AN AS-BUILT GRADING PLAN SHALL BE SUBMITTED BY THE ENGINEER ALONG WITH THE FINAL GRADE CERTIFICATION PRIOR TO ISSUANCE OF OCCUPANCY.
  - NO WATER SHALL BE TAKEN FROM CITY FIRE HYDRANTS WITHOUT AN AUTHORIZED HYDRANT METER.

## GENERAL NOTES, GRADING (CONT.)

- APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING ANY GRADING OPERATIONS. THE CITY ENGINEER MAY REQUIRE AND SHALL APPROVE ANY TEMPORARY DRAINAGE MEASURES USED TO PROTECT ADJOINING PROPERTY DURING GRADING OPERATIONS, I.E., EROSION CONTROL, FROM OCTOBER 15 TO APRIL 15 AND SHALL BE ON FILE WITH THE CITY ENGINEER.
- APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS DOES NOT RELIEVE THE ENGINEER AND THE APPLICANT FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
- ALL GRADING OPERATIONS SHALL CEASE IF WIND VELOCITIES EXCEED 25 MPH. THE PROJECT SITE SHALL BE REGULARLY WATERED TO MITIGATE BLOWING DUST DURING THE DURATION OF HIGH WIND CONDITIONS.
- IT IS THE OWNER'S AND THE CONTRACTOR'S RESPONSIBILITY TO REPAIR ALL DAMAGE TO THE EXISTING PUBLIC IMPROVEMENTS DUE TO THE PROPOSED CONSTRUCTION ACTIVITIES AND TO ADDRESS ALL REPAIRS REQUESTED BY THE PUBLIC WORKS INSPECTOR BASED ON THE INSPECTOR'S REVIEW OF THE CURRENT CONDITION OF THE SAID PUBLIC IMPROVEMENTS.
- UNDERGROUNDING OF ALL PROPOSED UTILITY LINES IS REQUIRED AS PER CITY OF POMONA MUNICIPAL CODE SECTION 62-31(B)(1).
- THE PARKWAY LANDSCAPING SHALL BE MAINTAINED BY THE PROPERTY OWNER PER CITY OF POMONA MUNICIPAL CODE SECTION 46-496.
- THE PROPERTY ABUTTING SIDEWALK, PARKWAY AND ALLEY, AS APPLICABLE, SHALL BE MAINTAINED FREE OF WEEDS, RUBBISH AND REFUSE BY THE PROPERTY OWNER, AS REQUIRED BY THE CITY'S MUNICIPAL CODE SECTION 18-261.

## NPDES NOTES

- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
- TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
- THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA LATEST REVISED EDITION, MAY APPLY DURING CONSTRUCTION. (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY INSPECTOR):

### EROSION CONTROL BMPS

- EC-1 SCHEDULING
- EC-6 STRAW MULCH
- EC-10 VELOCITY DISSIPATION DEVICES

### TEMPORARY SEDIMENT CONTROL BMPS

- SE-1 SILT FENCE
- SE-2 SEDIMENT BASIN
- SE-3 SEDIMENT TRAP
- SE-4 CHECK DAMS
- SE-5 FIBER ROLLS
- SE-6 GRAVEL BAG BERM
- SE-7 STREET SWEEPING AND VACUUMING
- SE-8 SANDBAG BARRIER
- SE-9 STRAW BALE BARRIER
- SE-10 STORM DRAIN INLET PROTECTION
- SE-11 ACTIVE TREATMENT SYSTEM
- SE-12 TEMPORARY SILT DIKE
- SE-13 COMPOST SOCKS AND BERMS
- SE-14 BIOFILTER BAGS

### TEMPORARY TRACKING CONTROL BMPS

- TC-1 STABILIZED CONSTRUCTION ENTRANCE
- TC-2 STABILIZED CONSTRUCTION ROADWAY
- TC-3 ENTRANCE/OUTLET TIRE WASH

### NON-TEMPORARY MANAGEMENT BMPS

- NS-3 PAVING AND GRINDING OPERATIONS
- NS-6 ILLICIT CONNECTION/DISCHARGE
- NS-7 POTABLE WATER/IRRIGATION
- NS-8 VEHICLE AND EQUIPMENT CLEANING
- NS-9 VEHICLE AND EQUIPMENT FUELING
- NS-10 VEHICLE AND EQUIPMENT MAINTENANCE
- NS-12 CONCRETE CURING
- NS-13 CONCRETE FINISHING
- NS-14 MATERIAL AND EQUIPMENT USE
- NS-15 DEMOLITION ADJACENT TO WATER

### WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL BMPS

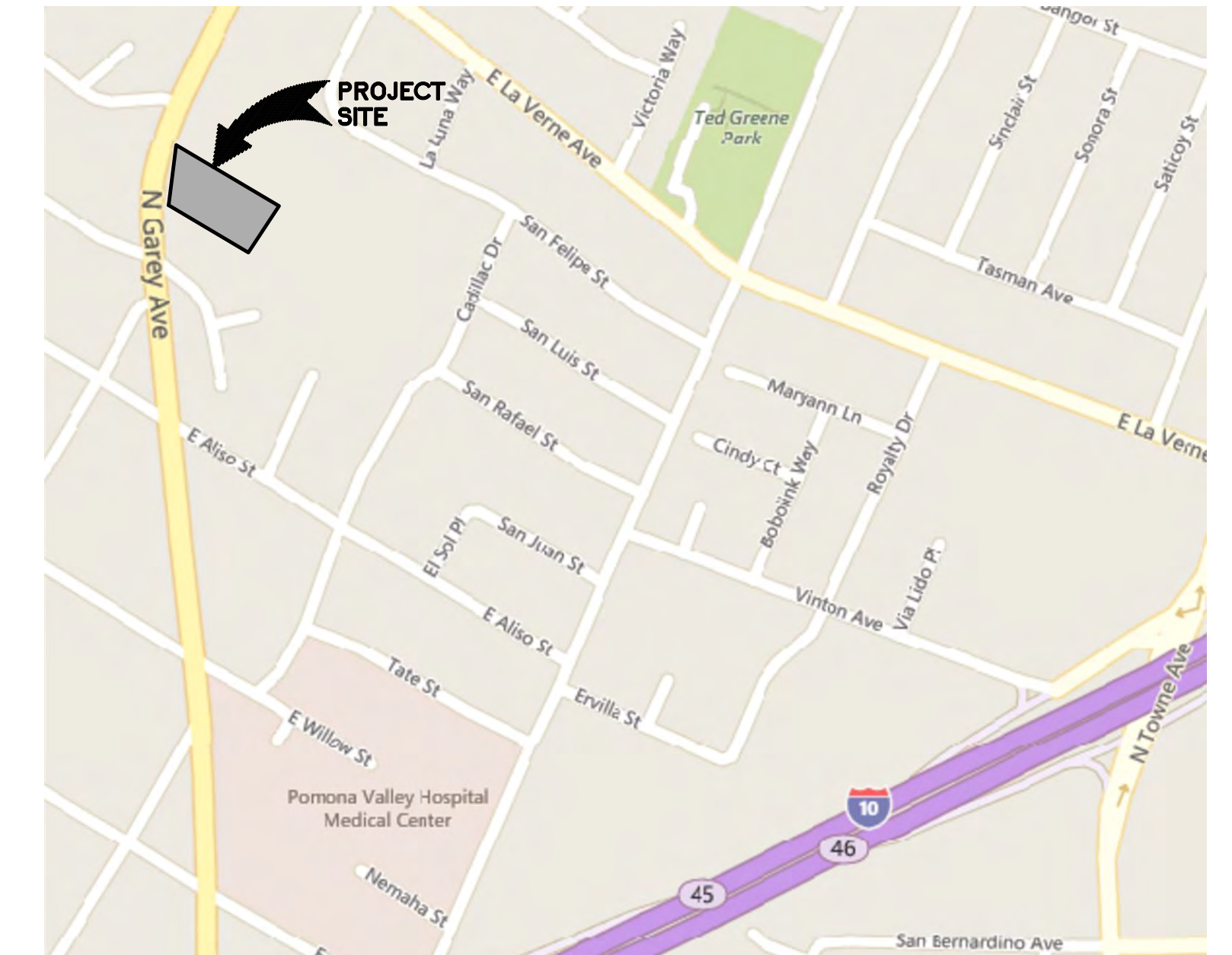
- WM-1 MATERIAL DELIVERY AND STORAGE
- WM-2 MATERIAL USE
- WM-3 STOCKPILE MANAGEMENT
- WM-4 SPILL PREVENTION AND CONTROL
- WM-5 SOLID WASTE MANAGEMENT
- WM-6 HAZARDOUS WASTE MANAGEMENT
- WM-7 CONTAMINATED SOIL MANAGEMENT
- WM-8 CONCRETE WASTE MANAGEMENT
- WM-9 SANITARY/SEPTIC WASTE MANAGEMENT
- WM-10 LIQUID WASTE MANAGEMENT

## LEGEND

- A.C. = ASPHALT CONCRETE
- AP = ANGLE POINT
- BM = BENCH MARK
- CL = CENTERLINE
- CONC. = CONCRETE
- ELEC. = ELECTRIC
- FG = FINISHED GRADE
- FH = FIRE HYDRANT
- FS = FINISHED SURFACE
- G.B. = GRADE BREAK
- H.P. = HIGH POINT
- INT. = INTERSECTION
- INV. = INVERT ELEVATION
- P.P. = POWER POLE
- R/W = RIGHT OF WAY
- SWR = SEWER LINE
- TC = TOP OF CURB
- TW = TOP OF WALL
- V.C.P. = VITRIFIED CLAY PIPE
- W.M. = WATER METER
- WTR = WATER LINE
- W.V. = WATER VALVE
- (106.02) = EXIST. ELEVATION
- 106.02 = PROPOSED ELEVATION
- PROPERTY LINE - - - - -
- CENTER LINE - - - - -

## SHEET INDEX

SHT. NO.	DESCRIPTION
1	TITLE SHEET
2	CONSTRUCTION NOTES AND QUANTITIES
3	DEMOLITION PLAN
4	PRECISE GRADING PLAN
5	STRIPING & HORIZONTAL CONTROL PLAN
6	EROSION CONTROL PLAN
7	SUSMP_LID EXHIBIT



**VICINITY MAP**  
NOT TO SCALE

## PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS; TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS. CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE LOCAL GOVERNMENT AGENCIES, THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

## OWNER'S STATEMENT

I CERTIFY THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ENSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION SUBMITTED IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT SUBMITTING FALSE AND/OR INACCURATE INFORMATION, FAILING TO UPDATE THE ESCP TO REFLECT CURRENT CONDITIONS OR FAILURE TO PROPERLY AND/OR IMMEDIATELY IMPLEMENT THE ESCP MAY RESULT IN PRODUCTION OF GRADING AND/OR OTHER WORK NOT PROVIDED BY ME.

OWNER'S NAME ?????????????????? R.C.E. NO. \_\_\_\_\_ DATE ?????

## CONSTRUCTION SET

### PARKING LOT EXPANSION

2018 GAREY AVENUE PARKING LOT EXPANSION

## THERAPY GARDEN/PARKING

TITLE SHEET

SHEET  
1  
OF  
7  
SHEETS

**DIG ALERT**  
SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIGALERT ID. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE TWO WORKING DAYS BEFORE YOU DIG.  
1-800-422-4133  
CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

Δ	DATE	DESCRIPTION	APP'D	DATE

**TRI CITY MENTAL HEALTH AUTHORITY**  
1717 N. INDIAN HILLS BLVD.  
CLAREMONT, CA 91711  
(909) 973-3555  
CONTACT: ALEX RAMIREZ  
E-MAIL: ARAMIREZ@TRICITYMHS.ORG

REGISTERED PROFESSIONAL ENGINEER  
KURT R. PEDERSEN  
NO. 69745  
CIVIL  
STATE OF CALIFORNIA

**RKA CONSULTING GROUP**  
398 S. LEMON CREEK DRIVE, SUITE E-WALNUT, CA 91789  
(909) 594-9702 • (626) 981-8323 • FAX (909) 594-2658  
WWW.RKAGROUP.COM  
KURT R. PEDERSEN RCE 69745 2-13-17 DATE

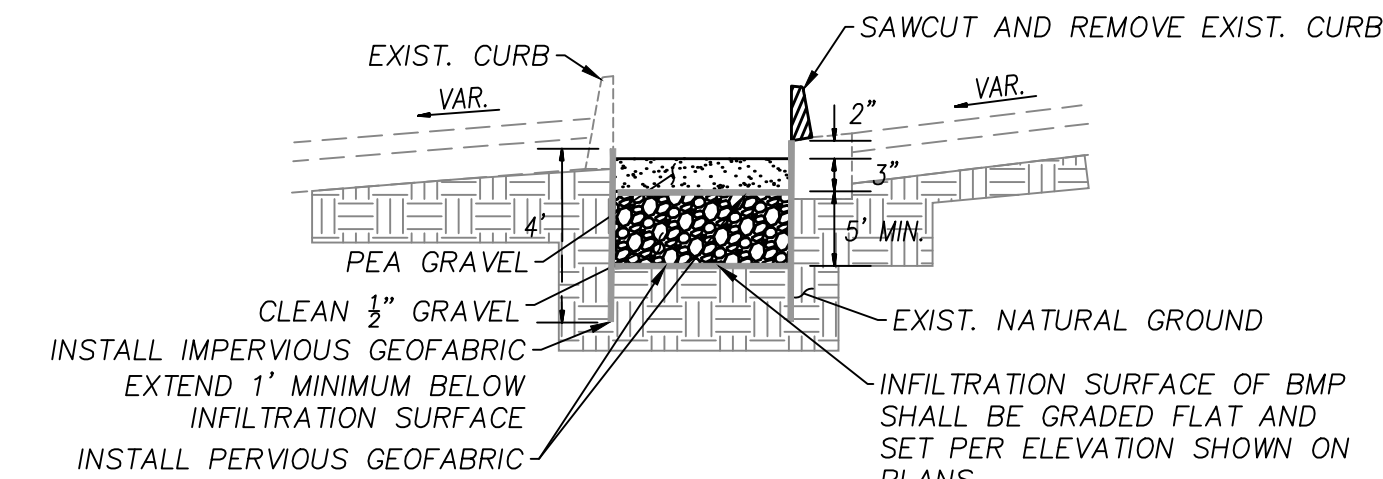
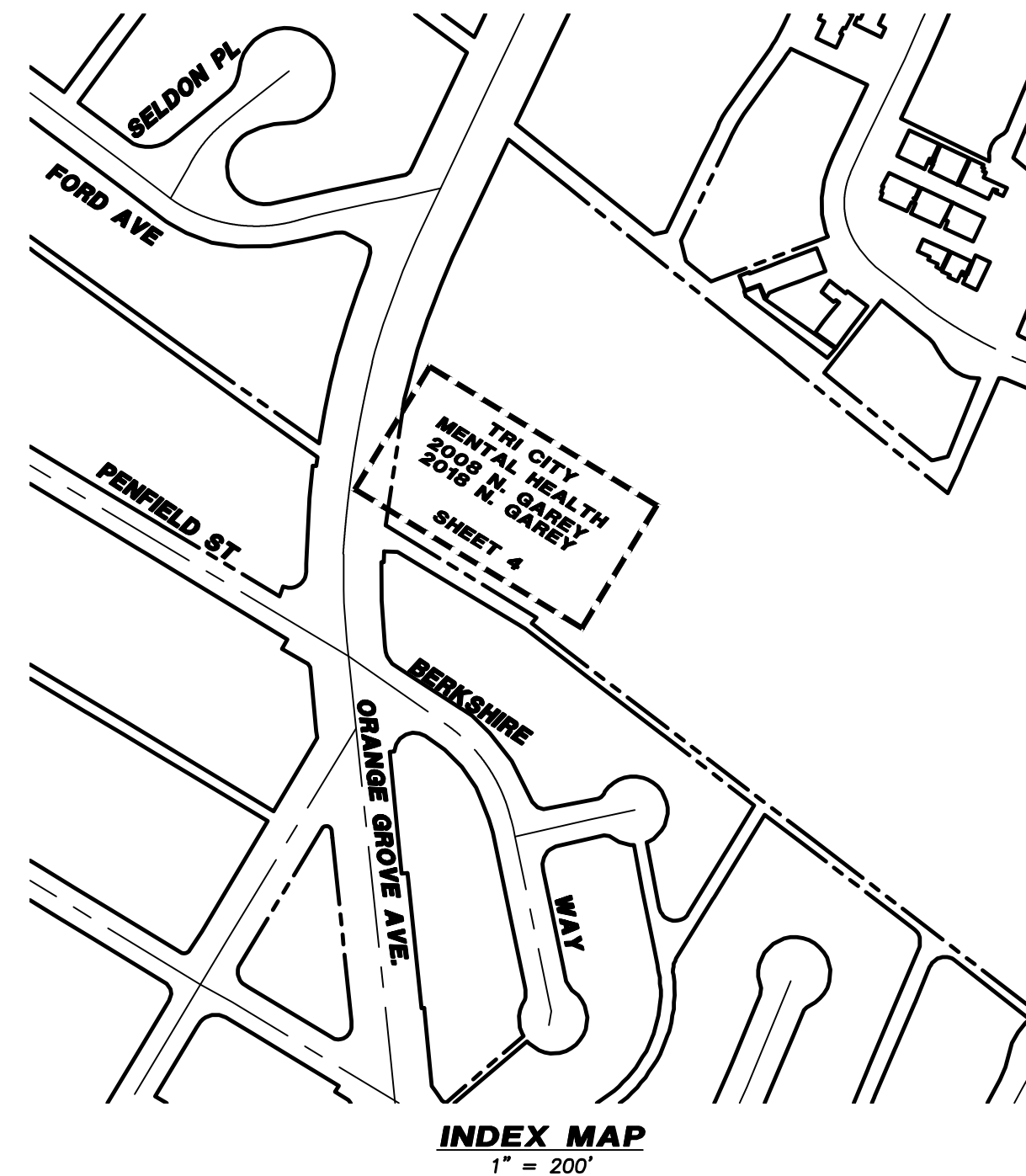
17/2020 9:25:03 AM  
PRINT DATE: 2/24/21  
LAST REVISION ON:

DRAWN BY: DESIGNED BY: DRAWING NAME: X:\CAD\400007 - TRICITY WELLNESS CENTER - GARDEN DESIGN\DWG\400007.DWG JOB NO.: 40007

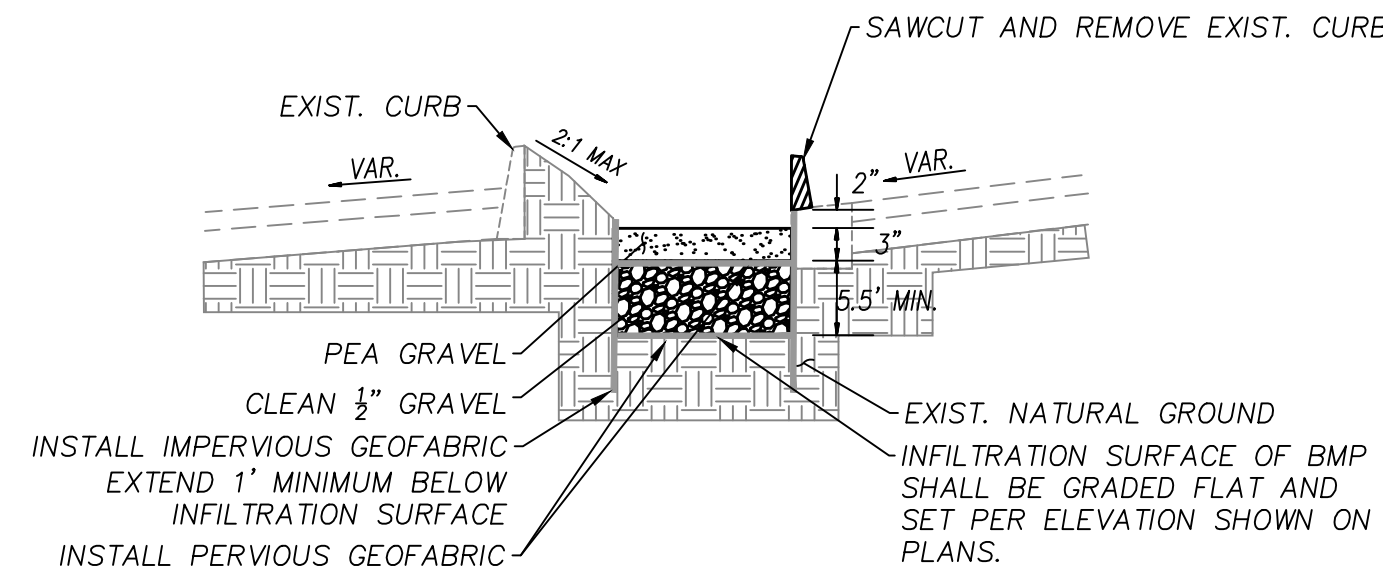
**CONSTRUCTION NOTES & QUANTITY ESTIMATE**

THE QUANTITIES SHOWN HEREON ARE ESTIMATES ONLY. THE CONTRACTORS SHALL PREPARE THEIR OWN QUANTITIES AND BID A COMPLETE JOB.

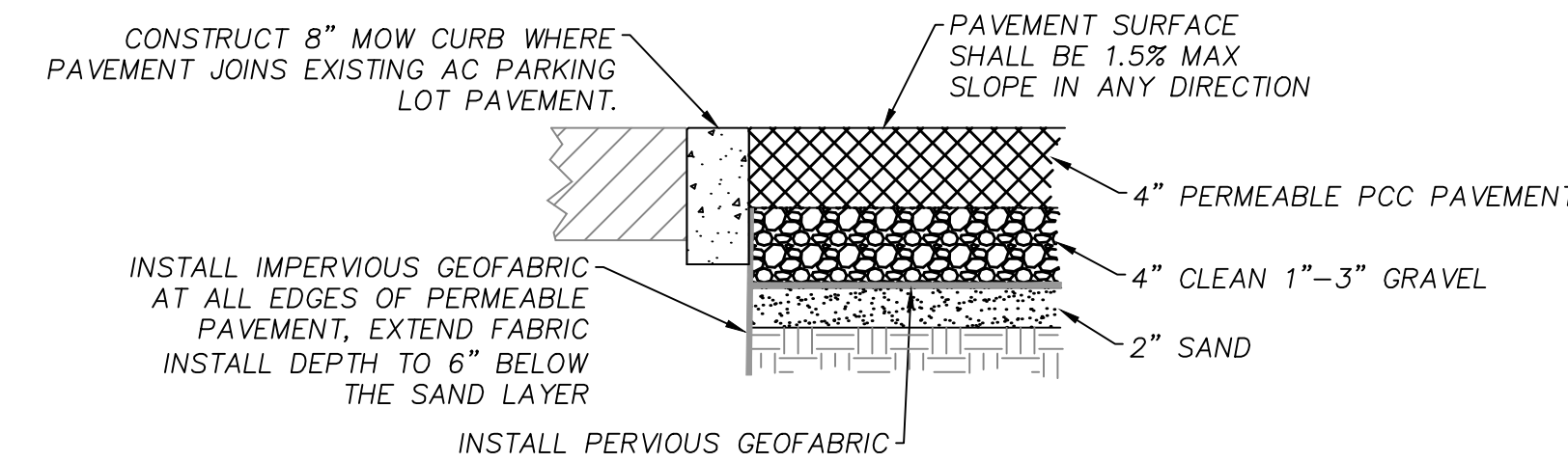
NO.	DESCRIPTION	QUANTITY
1	PROTECT IN PLACE.	--
2	REMOVE EXISTING A.C. PAVEMENT & SUBGRADE TO A DEPTH OF 7" BELOW FINISHED GRADE. OVER-EXCAVATE & RECOMPACT 12" TO A 90% RELATIVE COMPACTION.	880 S.F.
3	REMOVE EXISTING P.C.C. CURB AND GUTTER	9 L.F.
4	REMOVE EXISTING LONGITUDINAL GUTTER	15 S.F.
5	CUT AND CAP EXISTING IRRIGATION LINE	--
6	CLEARING AND GRUBBING. EXCAVATE TO A DEPTH OF 7" BELOW FINISHED GRADE. OVER-EXCAVATE & RECOMPACT 12" TO A 90% RELATIVE COMPACTION.	9,256 S.F.
7	REMOVE EXISTING P.C.C. CURB	28 L.F.
8	REMOVE EXISTING A.C. PAVEMENT TO A DEPTH OF 7" BELOW FINISHED GRADE.	625 S.F.
9	CONSTRUCT P.C.C. CURB ONLY PER SPPWC STD. PLAN 120-2, TYPE A1-6, HEIGHT VARIABLE	23 L.F.
10	CONSTRUCT 3" A.C. PAVEMENT ON 4" CLASS II BASE	7,725 S.F.
11	CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD. PLAN 120-2, TYPE A2-8.	110 L.F.
12	CONSTRUCT 6" PCC CONCRETE CURB PER SPPWC STD. PLAN 120-2, TYPE A1-6.	450 L.F.
13	CONSTRUCT 3" WIDE LONGITUDINAL GUTTER PER SPPWC STD. PLAN NO. 122-2.	356 S.F.
14	INSTALL 8" HIGH TUBULAR STEEL FENCE PER DETAIL.	75 L.F.
15	INSTALL NON-TRAFFIC RATED CONC. PULL BOX WITH NON-SLIP LID FOR ELECTRICAL PER PLAN.	6 E.A.
16	INSTALL 2" SCH. 80 PVC SLEEVE WITH PULL ROPE FOR ELECTRICAL.	485 L.F.
17	INSTALL 2" SCH. 80 PVC SLEEVE WITH FOR IRRIGATION AND CAP ENDS FOR FUTURE CONNECTION.	310 L.F.
18	PROPOSED LANDSCAPE TO BE INSTALLED BY OTHERS.	--
19	INSTALL PARKING LOT LIGHT DESIGNED BY OTHERS.	3 E.A.
20	REMOVE AND RELOCATE EXISTING CHAIN LINK GATE.	10 L.F.
21	CONSTRUCT STORMWATER MITIGATION PLAN, SEE SHEET 2 FOR DETAIL	280 S.F.
22	INSTALL PRECAST CONCRETE WHEEL STOPS PER DETAIL ON SHEET 2	14 E.A.
23	INSTALL CURB RAMP PER STANDARD PLANS DETAIL CASE B, TYPE 1.	1 E.A.
24	INSTALL ADA IDENTIFICATION SIGN POLE	2 E.A.
25	REMOVE EXISTING AC RAMP	1 E.A.
26	CONSTRUCT MODIFIED LOCAL DEPRESSION.	1 E.A.
27	REMOVE EXISTING PAVEMENT AND CONSTRUCT PERMEABLE PAVEMENT PER DET. C ON SHEET 2.	618 S.F.
28	CONSTRUCT 8" TALL 0" CURB FACE MOW CURB.	70 L.F.
29	INSTALL 12"x12"x18" GRATE BASIN OPEN BOTTOM ON BMP MEDIA WITH FLOW GUARD FGP-12FB.	5 E.A.



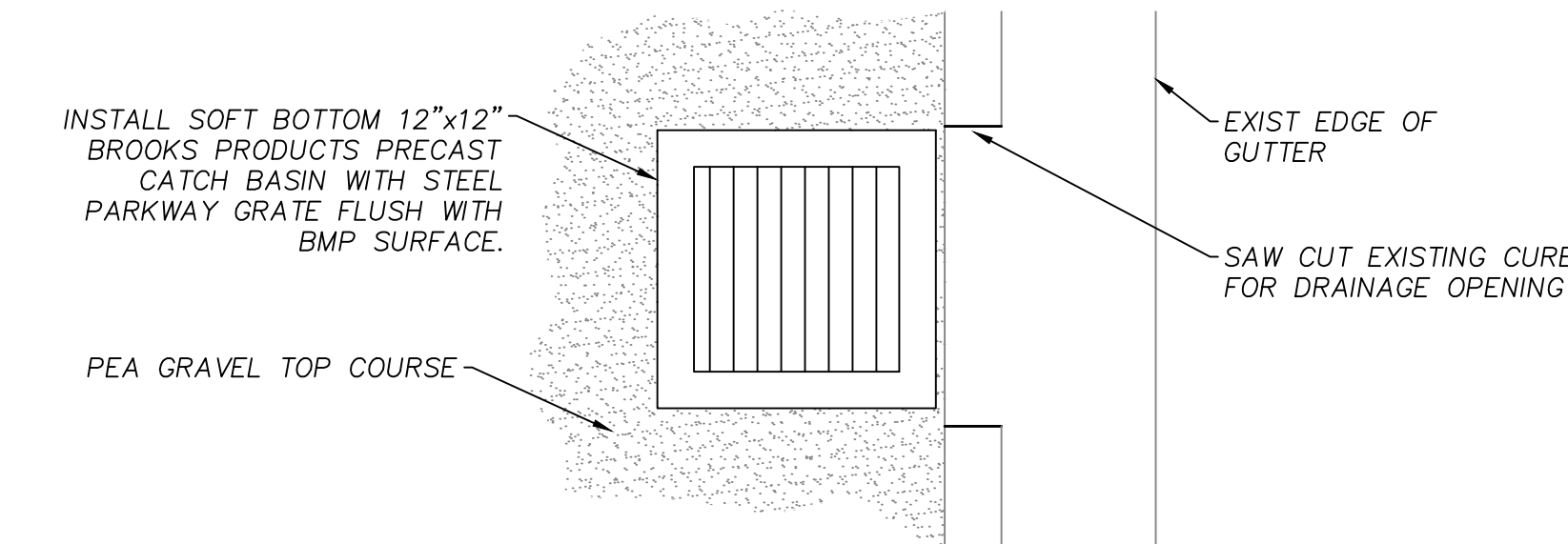
**DETAIL 'A' FILTRATION AREA SCHEMATIC - 'A'**  
NOT TO SCALE



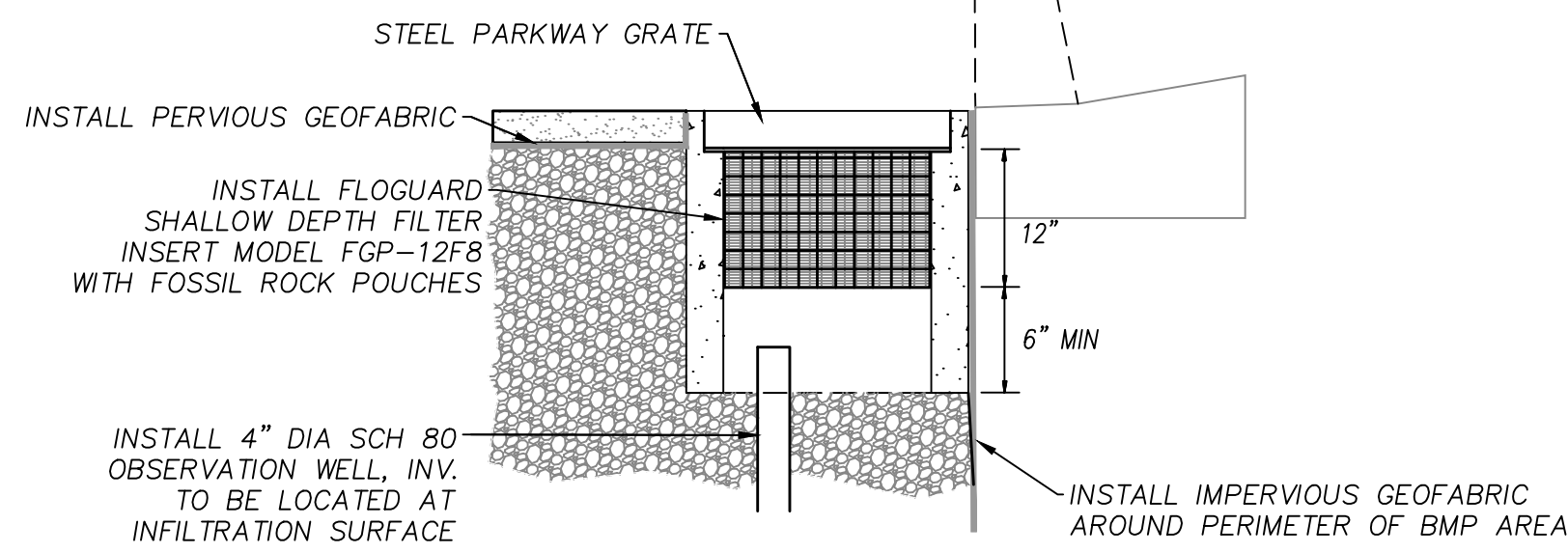
**DETAIL 'B' FILTRATION AREA SCHEMATIC - 'B'**  
NOT TO SCALE



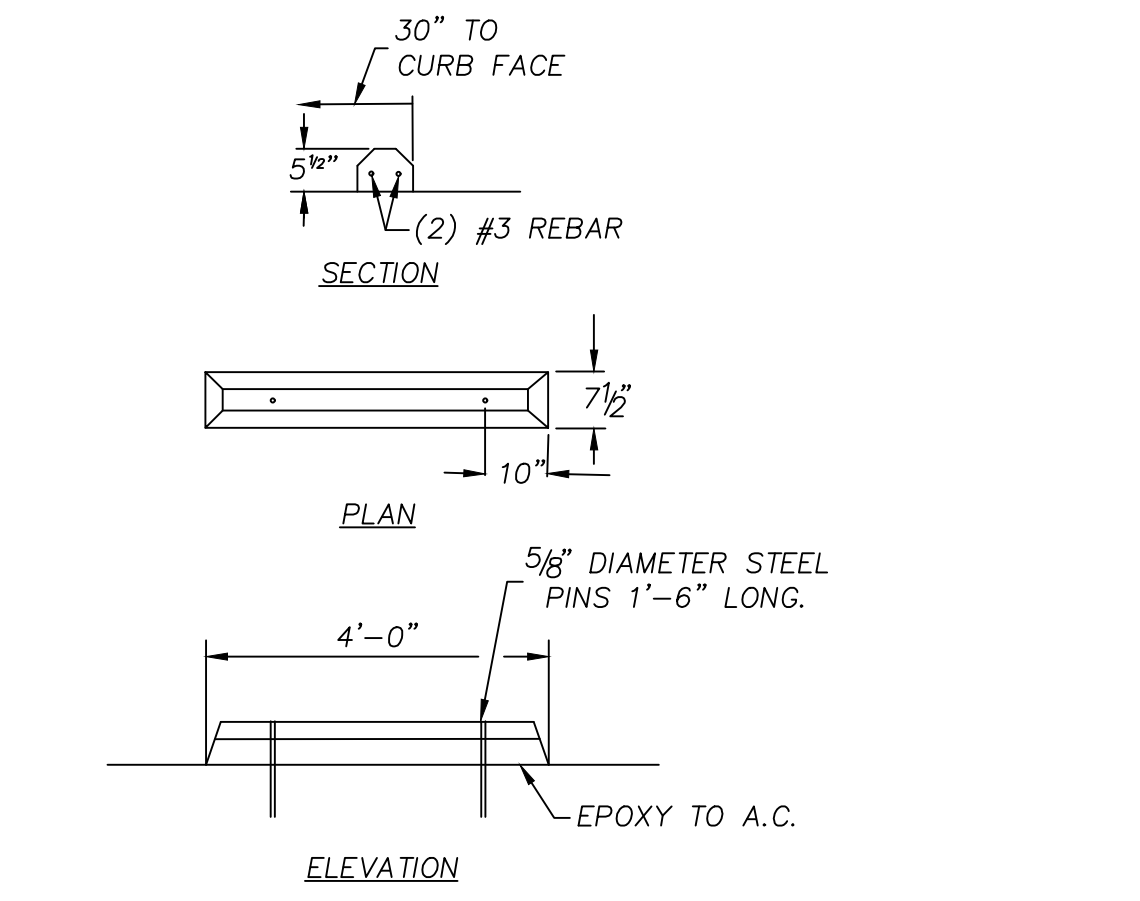
**DETAIL 'C' PERMEABLE PAVEMENT SECTION**  
NOT TO SCALE



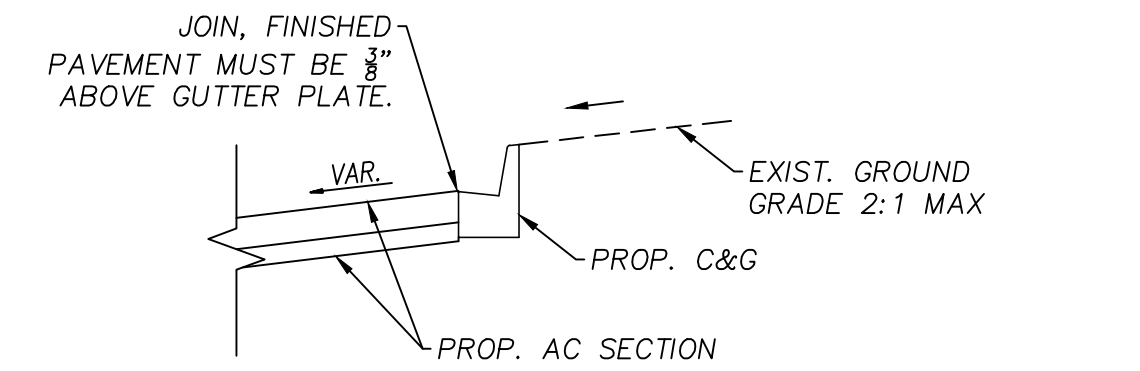
**DETAIL 'D' BMP CATCH BASIN INLET**  
NOT TO SCALE



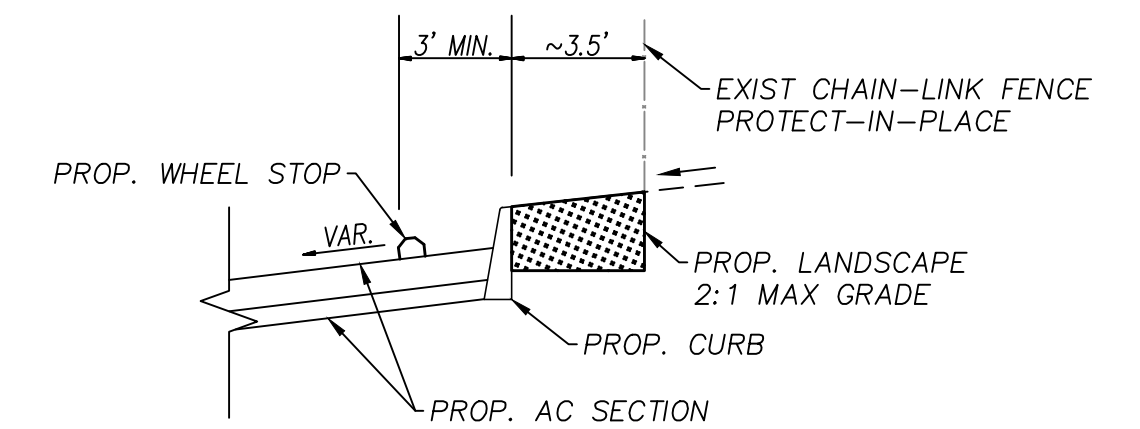
**DETAIL 'E' BMP INLET CATCH BASIN FILTER INSERT**  
NOT TO SCALE



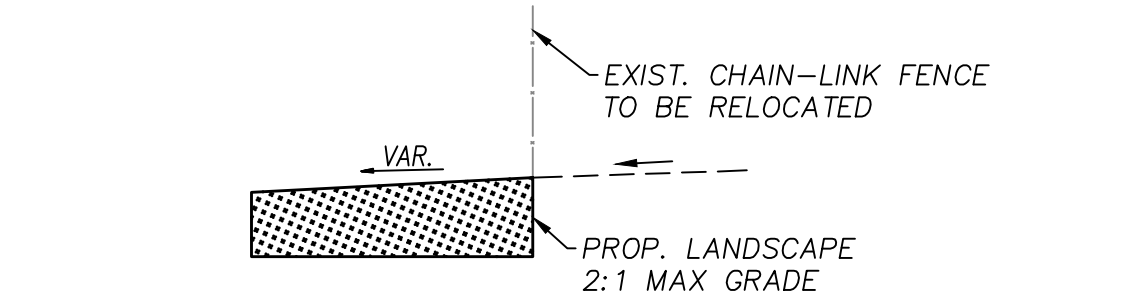
**CONCRETE WHEEL STOP**  
NOT TO SCALE



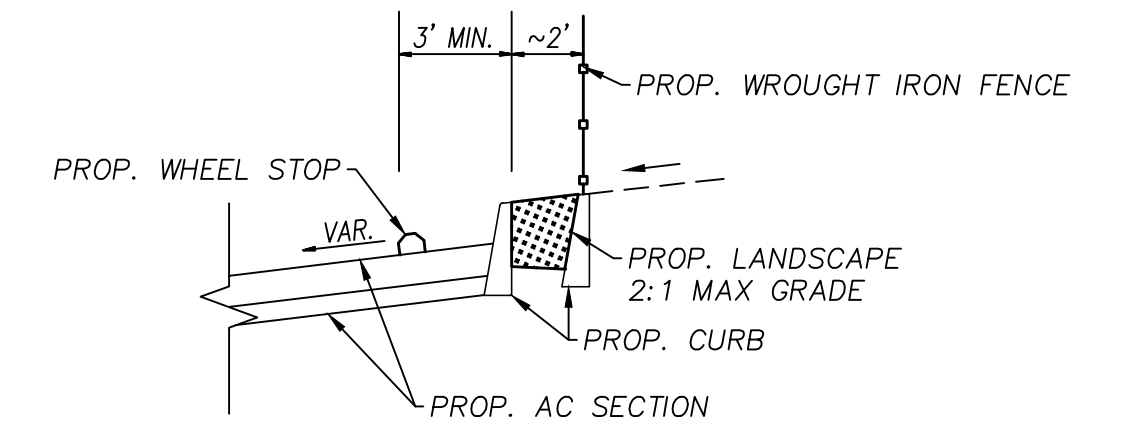
**DETAIL SECTION A-A**  
NOT TO SCALE



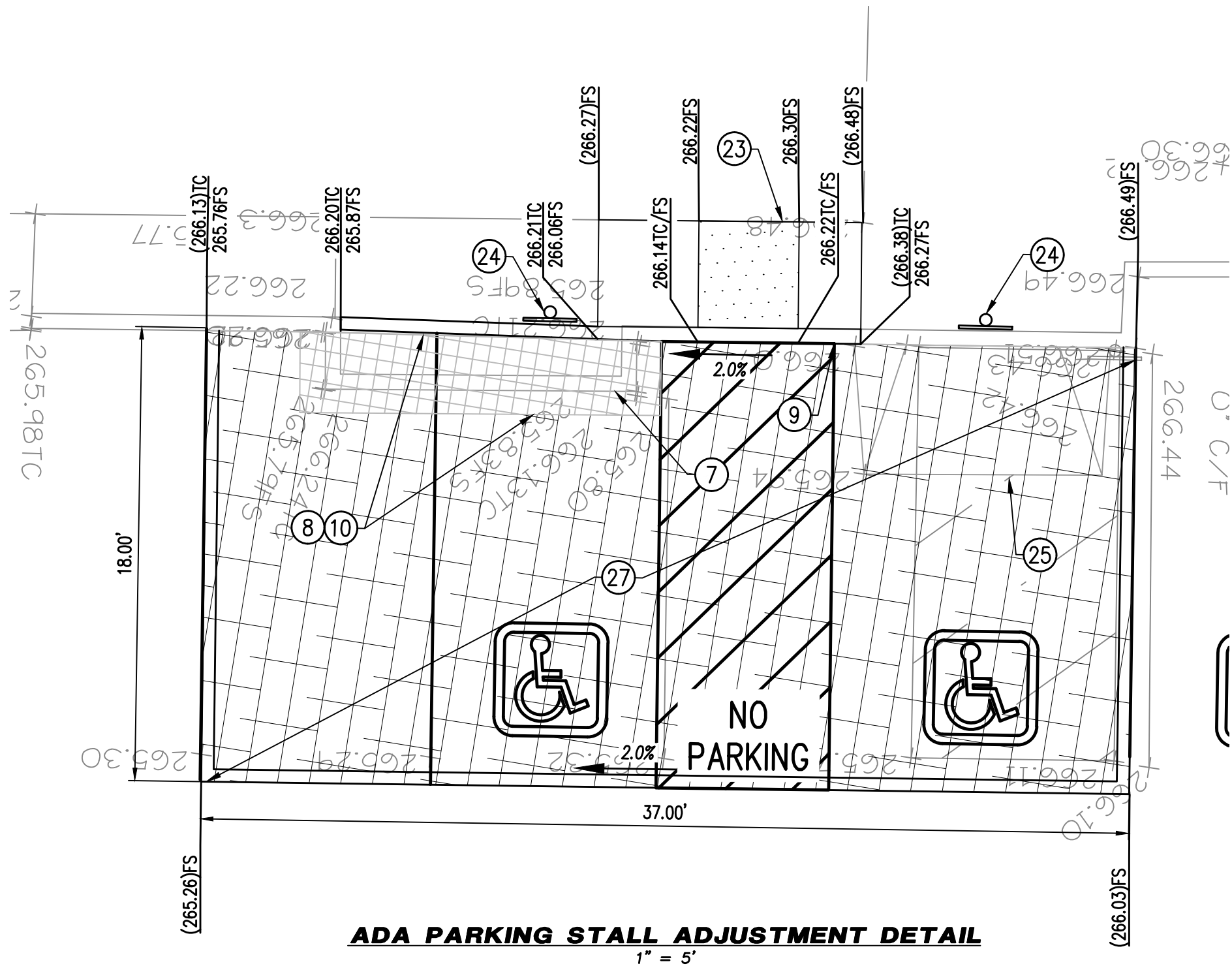
**DETAIL SECTION B-B**  
NOT TO SCALE



**DETAIL SECTION C-C**  
NOT TO SCALE



**DETAIL SECTION D-D**  
NOT TO SCALE



**ADA PARKING STALL ADJUSTMENT DETAIL**  
1" = 5'

ADA CONSTRUCTION QUANTITY	
DESCRIPTION	QTY.
TOTAL NEW PAVEMENT IMPROVEMENTS	670 SF
TOTAL NEW CURB	25 LF
TOTAL NEW CURB RAMP	1 EA

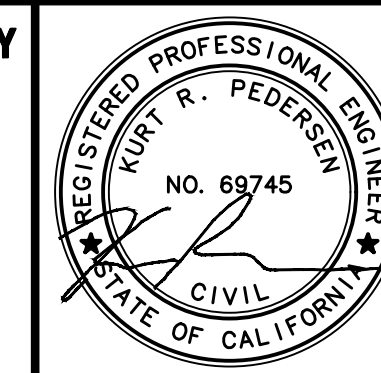


**DIG ALERT**  
SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIGALERT ID, NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE TWO WORKING DAYS BEFORE YOU DIG.  
1-800-422-4133  
CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

DATE	DESCRIPTION	APP'D	DATE

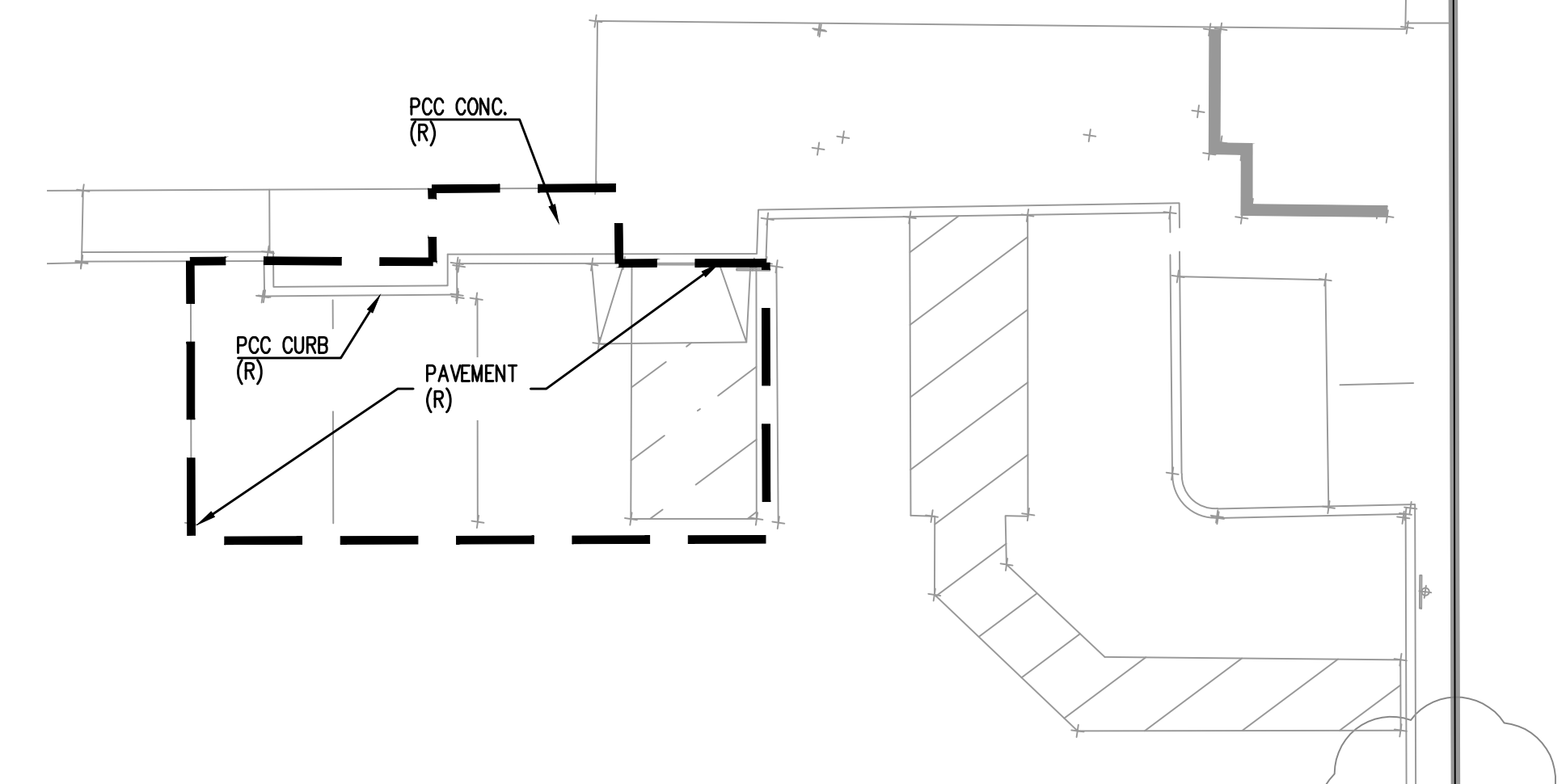
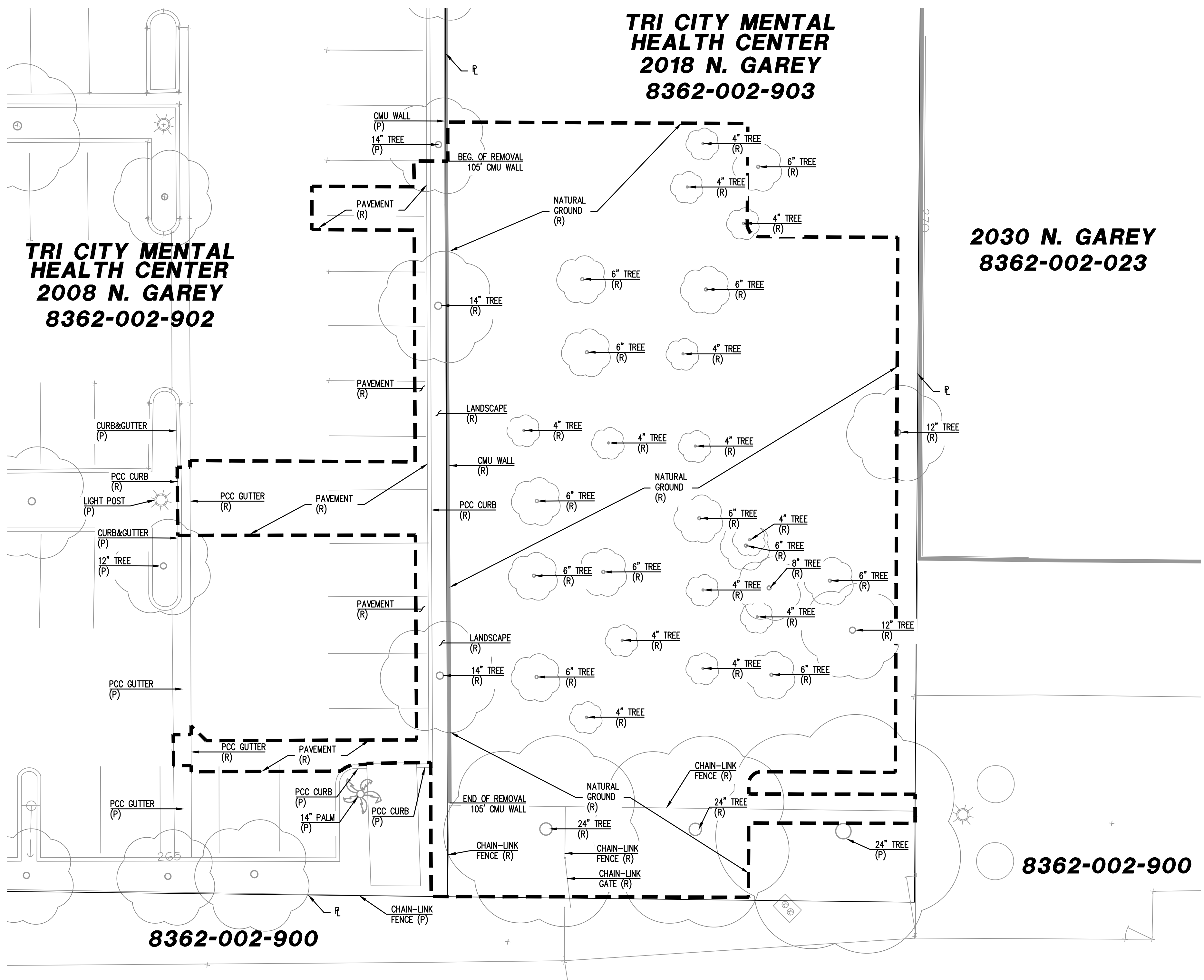
DATE	DESCRIPTION	APP'D	DATE

**TRI CITY MENTAL HEALTH AUTHORITY**  
1717 N. INDIAN HILLS BLVD.  
CLAREMONT, CA 91711  
(909) 973-3555  
CONTACT: ALEX RAMIREZ  
E-MAIL: ARAMIREZ@TRICITYMHS.ORG



**RKA CONSULTING GROUP**  
398 S. LEMON CREEK DRIVE, SUITE E-WALNUT, CA 91789  
(909) 594-8702 • (626) 381-8323 • FAX (909) 594-2658  
WWW.RKAGROUP.COM  
KURT R. PEDERSEN RCE 69745 2-13-17 DATE

**PARKING LOT EXPANSION**  
2018 GAREY AVENUE PARKING LOT EXPANSION  
**THERAPY GARDEN/PARKING**  
CONSTRUCTION NOTES, DETAILS AND QUANTITIES



**ADA PARKING STALLS REMOVALS**

ADA REMOVALS	QUANTITY
EXISTING A.C. PAVEMENT	625 SF
EXISTING P.C.C. CURB	28 LF
EXISTING P.C.C. CONC.	70 SF

- DEMOLITION NOTES**
- IN GENERAL ELECTRICAL EQUIPMENT WHETHER SHOWN ON THIS DRAWING OR NOT, THAT IS LOCATED IN REMOVED WALLS, FLOORS OR CEILINGS SHALL BE REMOVED UNLESS OTHERWISE NOTED.
  - CONTRACTOR SHALL VISIT THE SITE. HE/SHE SHALL THOROUGHLY INVESTIGATED THESE EXISTING CONDITIONS AND, BY SUBMITTING A BID, ACCEPTS CONDITIONS UNDER WHICH HE/SHE WILL BE REQUIRED TO PERFORM THE FULL SCOPE OF WORK.
  - IT SHALL BE THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO DISCONNECT AND REMOVE ALL EXISTING LIGHTING FIXTURES, RECEPTACLES, ELECTRICAL EQUIPMENT, ETC., AFFECTED BY THE REMODELED AREA. THIS WILL INCLUDE RE-ROUTING OR EXTENDING OF EXISTING CONDUIT AND FEEDERS WHERE NECESSARY TO MAINTAIN THE CONTINUITY OF THE EXISTING EQUIPMENT OR DEVICES THAT ARE TO REMAIN.
  - EXISTING CONDUIT FEEDS UP THROUGH FLOOR SHALL BE CUT OFF AND PLUGGED FLUSH WITH FLOOR WHERE EXISTING WALLS, ETC., ARE REMOVED. REMOVE CONDUCTORS FROM THIS POINT BACK TO LAST OUTLET REMAINING IN SERVICE.
  - IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO MAINTAIN CONTINUITY OF ALL ELECTRICAL SYSTEMS, EQUIPMENT, ETC., REMAINING IN OPERATION WHICH ARE BEING FED BY AN ABANDONED OUTLET. MAINTAINING CONTINUITY SHALL CONSIST OF RE-ROUTING OF CONDUIT, WIRE, ETC. AS REQUIRED.
  - EXISTING CIRCUITS WHICH ARE REMOVED AND NOT RE-USED SHALL BE IDENTIFIED ON PANEL SCHEDULE AS "SPARE".
  - ALL EXISTING UNUSED SITE CONDUIT SHALL HAVE CONDUCTORS REMOVED, CONDUIT CUT +6" BELOW GRADE, CAPPED OFF AND ABANDONED IN PLACE.

**REMOVALS**

REMOVALS	QUANTITY
EXISTING A.C. PAVEMENT	890 SF
EXISTING CHAIN-LINK GATE	8 LF
EXISTING CHAIN-LINK FENCE	91 LF
EXISTING P.C.C. CURB	100 LF
EXISTING NATURAL GROUND	8,150 SF
EXISTING LANDSCAPE	330 SF
EXISTING TREE (1"-12")	29 EA
EXISTING TREE (13"-24")	4 EA
EXISTING P.C.C. GUTTER	18 SF
EXISTING CMU WALL	105 LF

**LEGEND**

(P) - PROTECT-IN-PLACE  
 (R) - REMOVE  
 (S) - SALVAGE

**DIG ALERT**

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIGALERT ID. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE TWO WORKING DAYS BEFORE YOU DIG.

1-800-422-4133

CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

Δ	DATE	DESCRIPTION	APP'D	DATE

**REVISIONS**

**TRI CITY MENTAL HEALTH AUTHORITY**  
 1717 N. INDIAN HILLS BLVD.  
 CLAREMONT, CA 91711  
 (909) 973-3555

CONTACT: ALEX RAMIREZ  
 E-MAIL: ARAMIREZ@TRICITYMHS.ORG



**RKA CONSULTING GROUP**  
 398 S. LEMON CREEK DRIVE, SUITE E, WALNUT, CA 91789  
 (909) 594-9702 • (626) 381-8323 • FAX (909) 594-2658  
 WWW.RKAGROUP.COM

KURT R. PEDERSEN RCE 69745 DATE 2-13-17

**PARKING LOT EXPANSION**

**2018 GAREY AVENUE PARKING LOT EXPANSION**

**THERAPY GARDEN/PARKING**

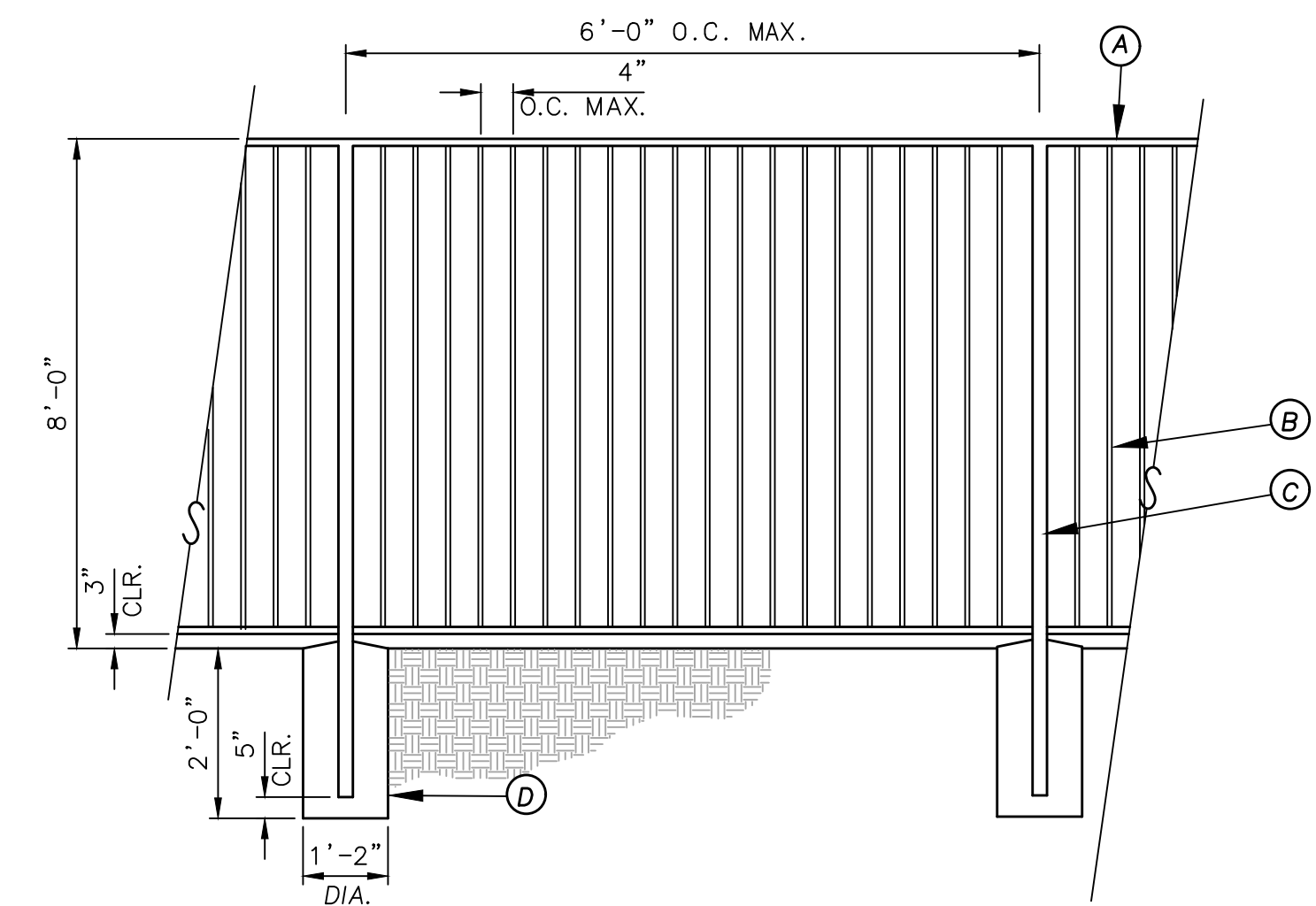
**DEMOLITION PLAN**

SHEET  
**3**  
 OF  
**7**  
 SHEETS

DRAWING NAME: X:\CAD\400007 - TRI CITY WELLNESS CENTER - GARDEN DESIGN\DWG\03.DWG  
 JOB NO.: 40007  
 PLAN SET: TRC-CITY - PARKING LOT EXPANSION  
 PRINT DATE: 2/24/21  
 LAST REVISION ON: 1/7/2020 9:25:05 AM  
 DESIGNED BY:  
 DRAWN BY:  
 REVIEWED BY:

CONSTRUCTION QUANTITY	
DESCRIPTION	QTY.
TOTAL NEW CONSTRUCTION AREA	9,341 SF
TOTAL NEW IMPERVIOUS AREA	7,749 SF
TOTAL NEW LANDSCAPE AREA	1,592 SF

**TRI CITY MENTAL HEALTH CENTER**


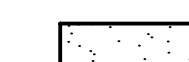
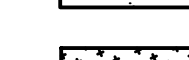



- KEY**
- (A) 1 1/2" SQ. (14 GA.) TUBULAR STEEL TOP AND BOTTOM RAILS
  - (B) 5/8" SQ. (16 GA.) TUBULAR STEEL PICKETS @ 4" O.C. MAX.
  - (C) 2" SQ. (11 GA.) TUBULAR STEEL POST (6'-0" O.C. MAX.)
  - (D) CONCRETE FOOTING, 2500 PSI @ 28 DAYS (SLOPE TOP OF FOOTING TO DRAIN AWAY FROM POST)
- 8' HIGH TUBULAR STEEL FENCE DETAIL**  
N.T.S.

**CONSTRUCTION NOTES**

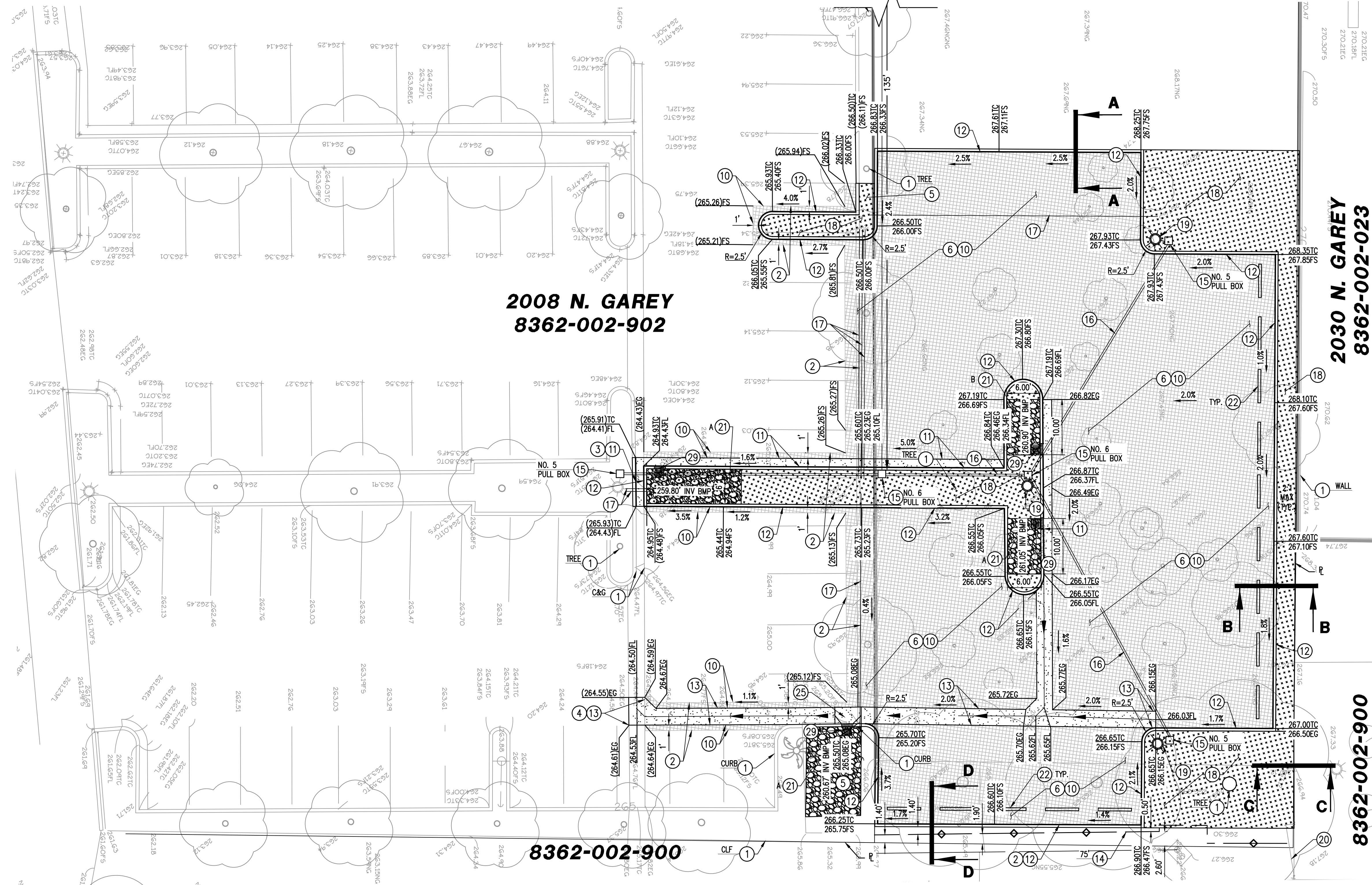
- 1 PROTECT-IN-PLACE.
- 2 REMOVE EXISTING A.C. PAVEMENT & SUBGRADE TO A DEPTH OF 7" BELOW FINISHED GRADE. OVER-EXCAVATE & RECOMPACT 12" TO A 90% RELATIVE COMPACTION.
- 3 REMOVE EXISTING P.C.C. CURB AND GUTTER.
- 4 REMOVE EXISTING LONGITUDINAL GUTTER.
- 5 CUT AND CAP EXISTING IRRIGATION LINE.
- 6 CLEARING AND GRUBBING. EXCAVATE TO A DEPTH OF 7" BELOW FINISHED GRADE. OVER-EXCAVATE & RECOMPACT 12" TO A 90% RELATIVE COMPACTION.
- 7 REMOVE EXISTING P.C.C. CURB
- 8 REMOVE EXISTING A.C. PAVEMENT TO A DEPTH OF 7" BELOW FINISHED GRADE.
- 9 CONSTRUCT P.C.C. CURB ONLY PER SPPWC STD. PLAN 120-2, TYPE A1-6, HEIGHT VARIABLE
- 10 CONSTRUCT 3" A.C. PAVEMENT ON 4" CLASS II BASE.
- 11 CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD. PLAN 120-2, TYPE A2-8.
- 12 CONSTRUCT 6" PCC CONCRETE CURB PER SPPWC STD. PLAN 120-2, TYPE A1-6.
- 13 CONSTRUCT 3' WIDE LONGITUDINAL GUTTER PER SPPWC STD. PLAN NO. 122-2.
- 14 INSTALL 8' HIGH TUBULAR STEEL FENCE PER DETAIL.
- 15 INSTALL NON-Traffic RATED CONC. PULL BOX WITH NON-SLIP LID FOR ELECTRICAL PER PLAN.
- 16 INSTALL 2" SCH. 80 PVC SLEEVE WITH PULL ROPE FOR ELECTRICAL.
- 17 INSTALL 2" SCH. 80 PVC SLEEVE FOR IRRIGATION AND CAP ENDS FOR FUTURE CONNECTION.
- 18 PROPOSED LANDSCAPE TO BE INSTALLED BY OTHERS.
- 19 INSTALL PARKING LOT LIGHT DESIGNED BY OTHERS.
- 20 REMOVE AND RELOCATE EXISTING CHAIN LINK GATE.
- 21 CONSTRUCT INFILTRATION TRENCH BMP, SEE SHEET 2 FOR DETAIL A OR B AS NOTED ON THE PLANS.
- 22 INSTALL PRECAST CONCRETE WHEEL STOPS PER DETAIL ON SHEET 2
- 23 INSTALL CURB RAMP PER STANDARD PLANS DETAIL CASE B, TYPE 1.
- 24 INSTALL ADA IDENTIFICATION SIGN POLE
- 25 CONSTRUCT MODIFIED LOCAL DEPRESSION.
- 26 INSTALL 12"x12"x12" GRATE BASIN OPEN BOTTOM ON BMP MEDIA WITH FLOW GUARD FGP-12FB.

**LEGEND:**

-  CONSTRUCT 3" A.C. OVER 4" CMB.
-  CONSTRUCT P.C.C. GUTTER PER SPPWC STANDARD.
-  PROPOSED LANDSCAPE BY OTHERS.
-  PROPOSED STORMWATER MITIGATION PLAN DETAIL, SEE SHEET 2

**NOTE:**  
ALL UTILITIES, THEIR SIZES AND LOCATIONS WERE NOT VERIFIED IN FIELD BY POTHOLES.

**\*NOTE:**  
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.



**DIG ALERT**

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIGALERT ID. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE TWO WORKING DAYS BEFORE YOU DIG.

1-800-422-4133

CAUTION: REMEMBER THAT THE USA CENTER NOTICES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

DATE	DESCRIPTION	APP'D	DATE

**TRI CITY MENTAL HEALTH AUTHORITY**  
1717 N. INDIAN HILLS BLVD.  
CLAREMONT, CA 91711  
(909) 973-3555

CONTACT: ALEX RAMIREZ  
E-MAIL: ARAMIREZ@TRICITYMHS.ORG

**RKA CONSULTING GROUP**  
REGISTERED PROFESSIONAL ENGINEER  
KURT R. PEDERSEN  
NO. 69745  
CIVIL  
STATE OF CALIFORNIA

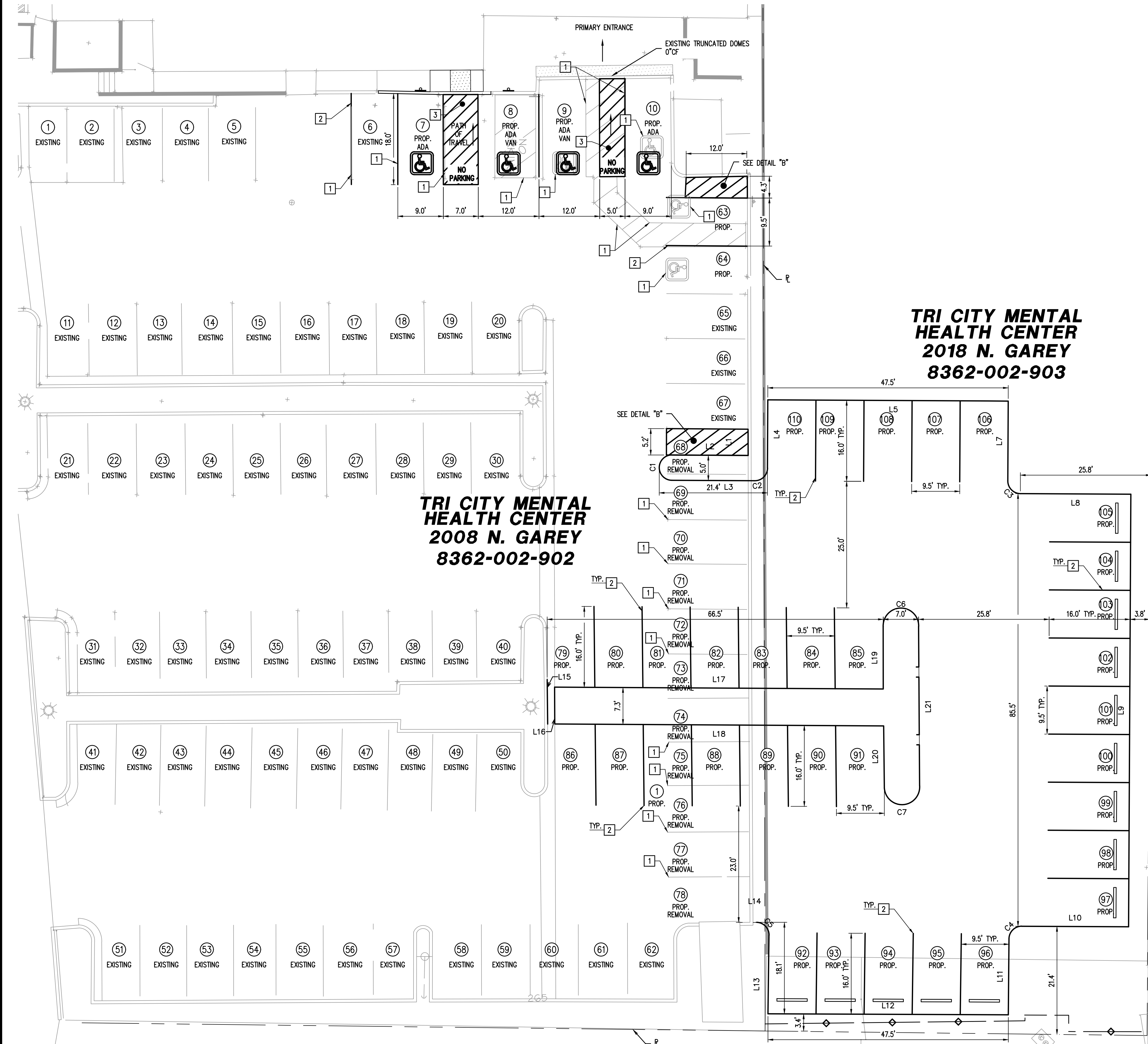
**RKA CONSULTING GROUP**  
398 S. LEMON CREEK DRIVE, SUITE E-WALNUT, CA 91789  
(909) 594-9702 • (626) 931-8323 • FAX (909) 594-2658  
WWW.RKAGROUP.COM

KURT R. PEDERSEN RCE 69745 DATE 2-13-17

**PARKING LOT EXPANSION**  
2018 GAREY AVENUE PARKING LOT EXPANSION  
**THERAPY GARDEN/PARKING**  
DRAINAGE PLAN

SHEET 4 OF 7 SHEETS

DRAWING NAME: X:\CAD\400007 - TRI-CITY - PARKING LOT EXPANSION - GARDEN DESIGN\DWG\DRN-REV.DWG DESIGNED BY: DRAWN BY: JOB NO: 40007 PRINT DATE: 9/22/21 LAST REVISION ON: 9/13/2021 4:28:25 PM chowing



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	180°00'00"	2.50	7.85
C2	090°00'00"	2.50	3.93
C3	090°00'00"	2.50	3.93
C4	089°59'16"	2.50	3.93
C5	089°34'39"	2.50	3.91
C6	184°36'03"	3.50	11.28
C7	180°00'00"	3.50	11.00

PARKING DATA TABLE	
EXISTING PARKING	78
EXIST. ADA PARKING	4
PROP. PARKING REMOVAL	11
PROP. PARKING ADDITION	32
PROP. TOTAL PARKING	99

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	5.18	S53° 25' 14.22"E
L2	15.05	S37° 02' 30.61"W
L3	16.38	N37° 02' 30.61"E
L4	13.50	N52° 57' 29.39"W
L5	47.50	N37° 02' 30.61"E
L7	15.77	S52° 57' 29.39"E
L8	21.83	N37° 02' 30.61"E
L9	85.50	S52° 57' 29.39"E
L10	21.13	S37° 01' 59.48"W
L11	15.02	S52° 46' 00.61"E
L12	47.50	S36° 59' 56.42"W
L13	15.53	N52° 31' 18.00"W
L14	0.70	S36° 17' 07.06"W
L15	8.79	N53° 50' 12.11"W
L16	7.29	S53° 31' 05.01"E
L17	64.95	S37° 04' 16.39"W
L18	64.99	N37° 04' 25.94"E
L19	12.36	S53° 21' 19.10"E
L20	12.08	S53° 48' 14.31"E
L21	31.70	N53° 39' 02.05"W

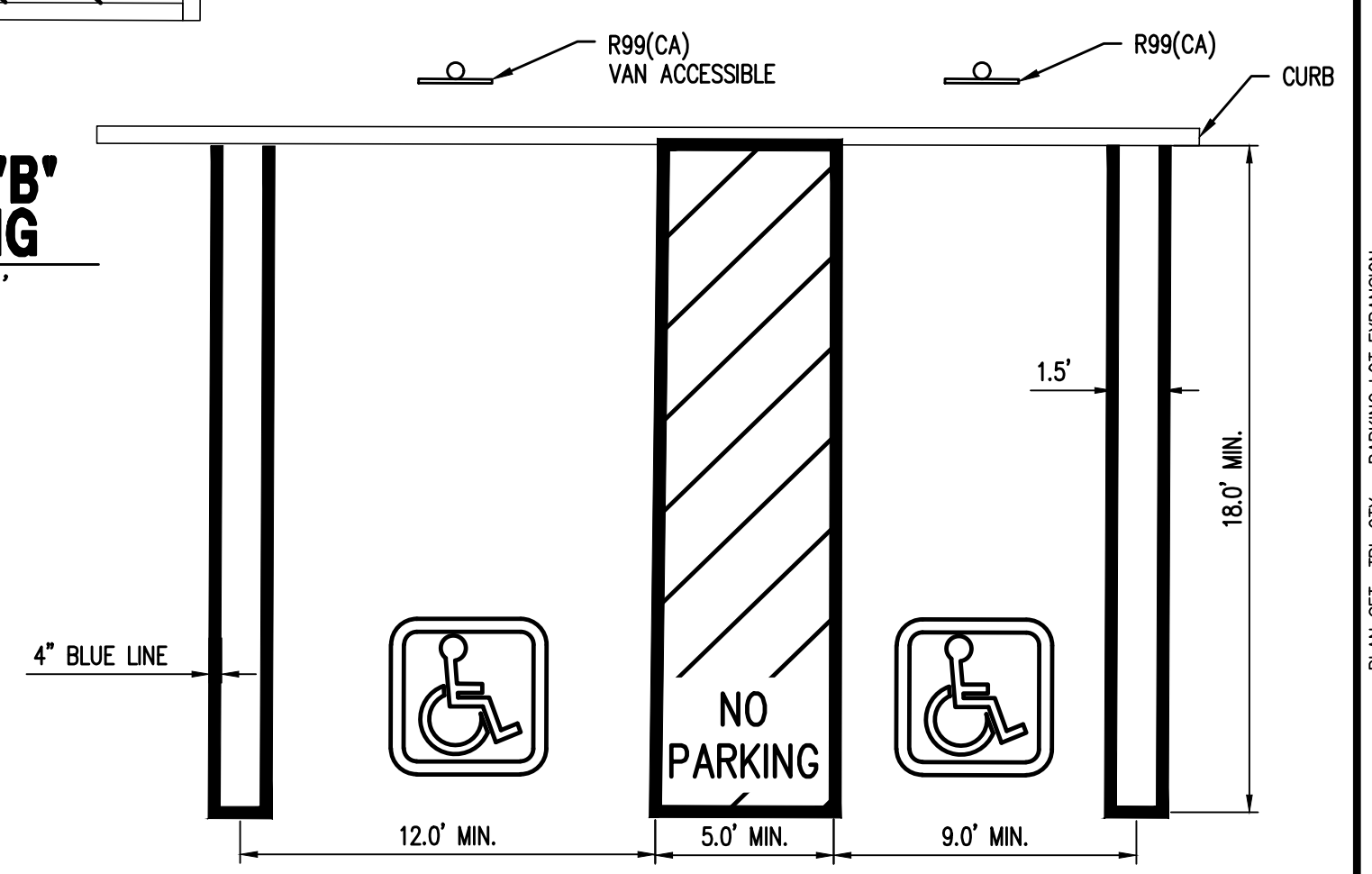
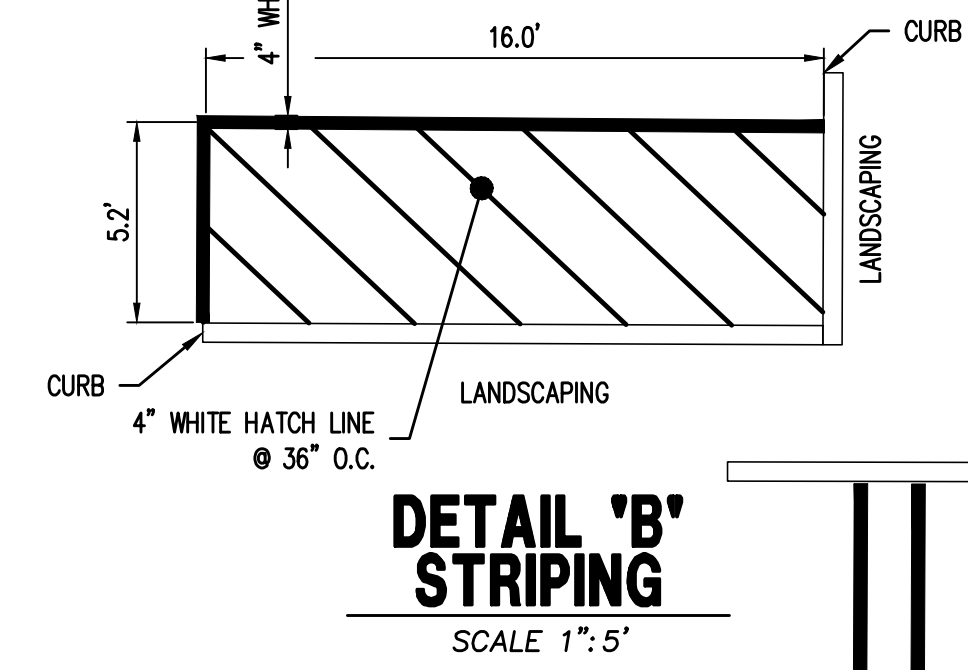
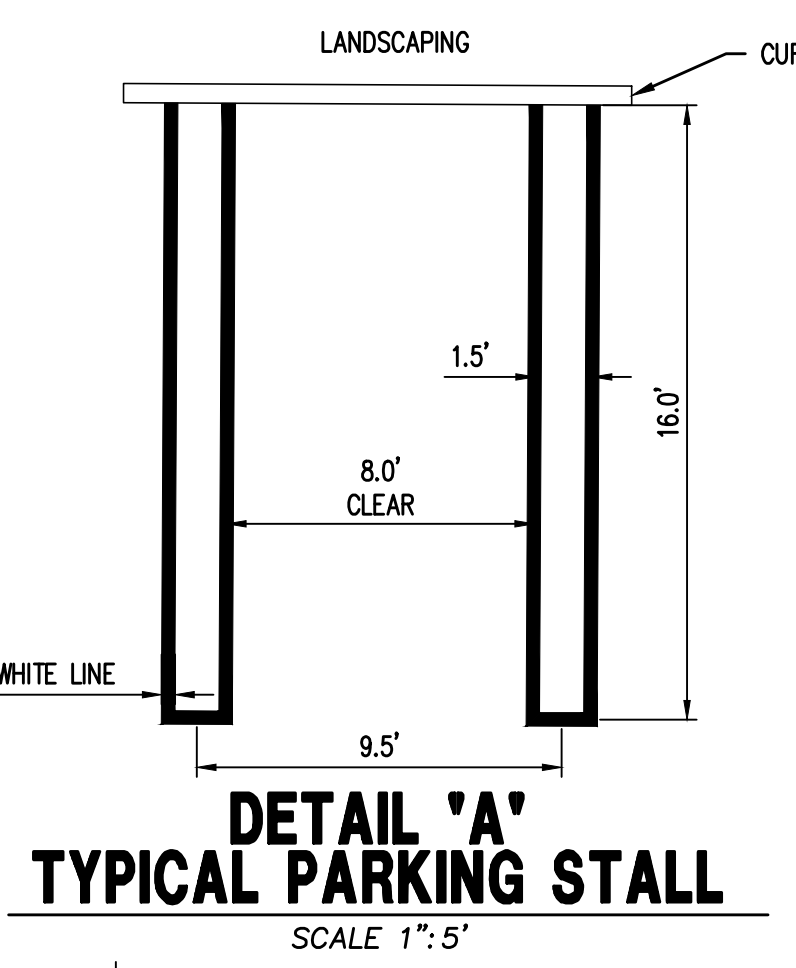
CBC TABLE 11B-208.2	
TOTAL NUMBER OF PARKING SPACES PROVIDED IN PARKING FACILITY	MIN. NUMBER OF REQUIRED ACCESSIBLE PARKING SPACE
1 TO 25	1
26 TO 50	2
51 TO 75	3
76 TO 100	4

**TRI CITY MENTAL HEALTH CENTER**  
**2018 N. GAREY**  
**8362-002-903**

**TRI CITY MENTAL HEALTH CENTER**  
**2008 N. GAREY**  
**8362-002-902**

**2030 N. GAREY**  
**8362-002-023**

**8362-002-900**



- CONSTRUCTION NOTES**
- 1 REMOVE EXISTING STRIPING BY WETBLASTING
  - 2 PAINT 2-COAT 4" WHITE PARKING STRIPING PER DETAIL "A"
  - 3 PAINT 2-COAT 4" BLUE PARKING STRIPING PER DETAIL "C"

**DIG ALERT**  
 SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIGALERT ID. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE TWO WORKING DAYS BEFORE YOU DIG.  
**1-800-422-4133**  
 CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

Δ	DATE	DESCRIPTION	APP'D	DATE
<b>REVISIONS</b>				

**TRI CITY MENTAL HEALTH AUTHORITY**  
 1717 N. INDIAN HILLS BLVD.  
 CLAREMONT, CA 91711  
 (909) 973-3555  
 CONTACT: ALEX RAMIREZ  
 E-MAIL: ARAMIREZ@TRICITYMHS.ORG



**RKA CONSULTING GROUP**  
 398 S. LEMON CREEK DRIVE, SUITE E, WALNUT, CA 91789  
 (909) 594-9702 • (626) 381-8323 • FAX (909) 594-2658  
 WWW.RKAGROUP.COM  
 KURT R. PEDERSEN RCE 69745 DATE 2-13-17

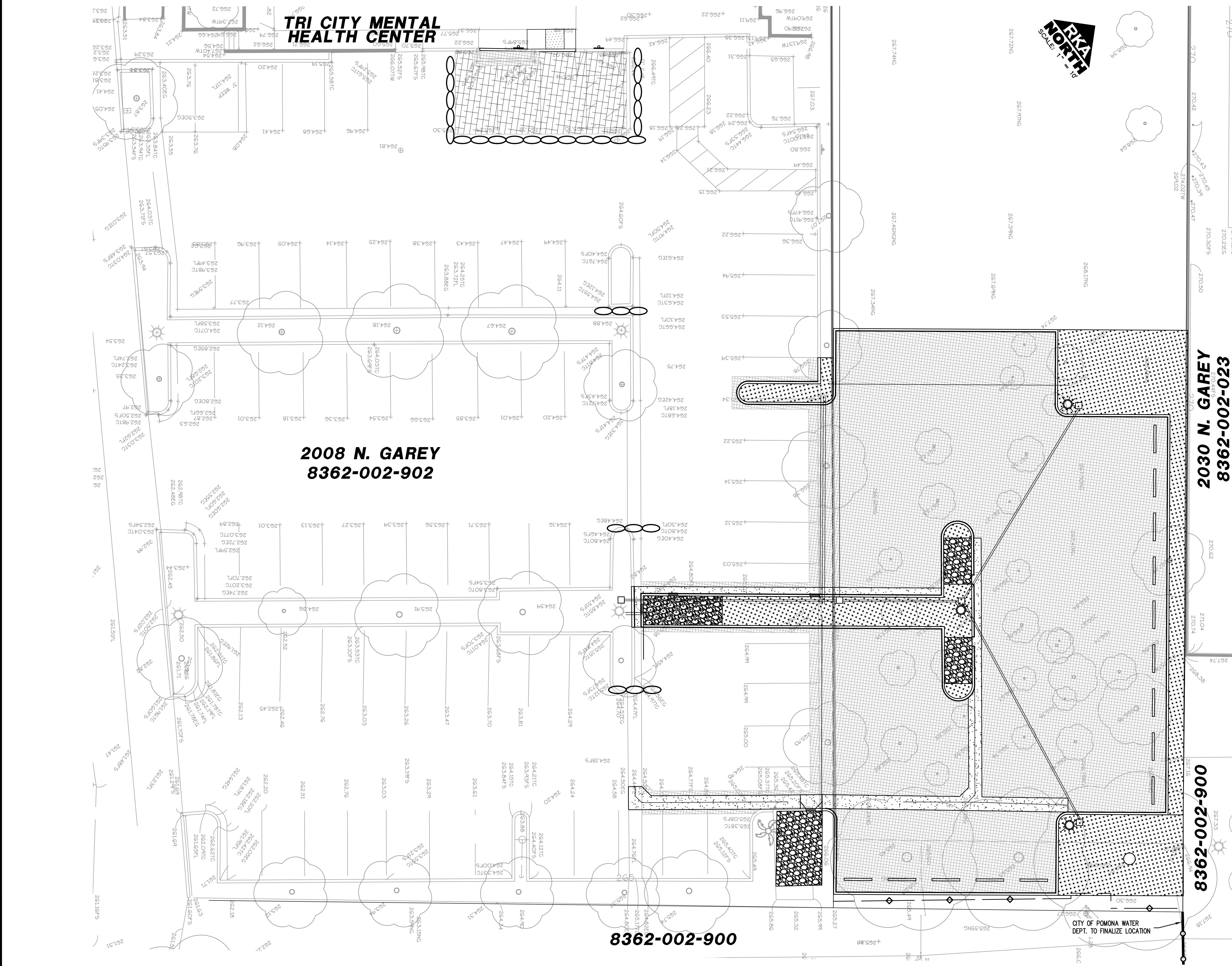
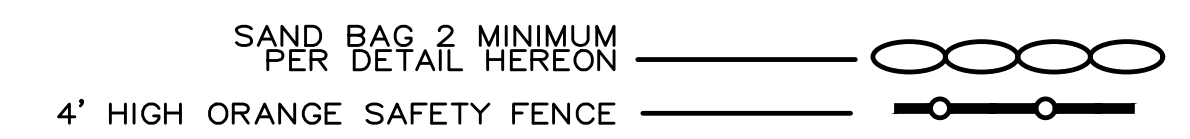
**PARKING LOT EXPANSION**  
**2018 GAREY AVENUE PARKING LOT EXPANSION**  
**THERAPY GARDEN/PARKING**  
**STRIPING & HORIZONTAL CONTROL PLAN**

SHEET **5** OF **7** SHEETS  
 PRINT DATE: 2/24/21  
 LAST REVISION ON: 1/29/2020 8:47:20 AM  
 PLAN SET: TRC-CITY - PARKING LOT EXPANSION  
 DRAWING NAME: X:\CAD\400007 - TRICITY WELLNESS CENTER - GARDEN DESIGN\DWG\EXPANSION.DWG  
 DESIGNED BY:  
 DRAWN BY:  
 JOB NO.: 40007  
 JOB NO.: 40007

**NOTES:**

1. THIS EROSION CONTROL PLAN SHALL SERVES AS THE BASIS FOR CONTAINMENT OF DEBRIS MATERIAL RESULTING FROM CONSTRUCTION OPERATIONS. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBSERVE BEST MANAGEMENT PRACTICES AND NPDES REQUIREMENTS AS REQUIRED BY THE STATE AS WELL AS AS DIRECTED BY THE TRI-CITY MENTAL HEALTH AUTHORITY REPRESENTATIVE.
2. THIS PLAN SHALL COMPLY AND BE IMPLEMENTED IN CONJUNCTION WITH THE APPROVED GRADING PLAN, GRADING NOTES, AND GRADING PERMIT.
3. THIS WATER POLLUTION CONTROL PLAN MAY BE REVISED AS REQUIRED BY THE BUILDING INSPECTOR OR AS DEEM APPLICABLE DURING STAGE CONSTRUCTION.
4. ALL APPLICABLE BMP'S MUST BE OBSERVED ON SITE. THE OWNER/CONTRACTOR IS RESPONSIBLE FOR THEIR IMPLEMENTATION WHETHER SHOWN ON THIS PLAN OR NOT.
5. PHASING AND SCHEDULING OF BMP'S ARE NOT SPECIFIED. CONTRACTOR/DEVELOPER SHALL OBSERVE BMP'S AS NECESSARY OR AS INDICATED BY THE CITY INSPECTOR.

**WPCP - LEGEND:**



**OWNER'S STATEMENT**

I CERTIFY THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ENSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION SUBMITTED IS TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT SUBMITTING FALSE AND/ OR INACCURATE INFORMATION, FAILING TO UPDATE THE ESCP TO REFLECT CURRENT CONDITIONS, OR FAILING TO PROPERLY AND/ OR ADEQUATELY IMPLEMENT THE ESCP MAY RESULT IN REVOCATION OF GRADING AND/ OR OTHER PERMITS OR OTHER SANCTIONS PROVIDED BY LAW.

OWNER'S NAME ANTONETTE NAVARRO SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**DIG ALERT**  
SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIGALERT ID. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE TWO WORKING DAYS BEFORE YOU DIG.  
**1-800-422-4133**  
CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

NO.	DATE	DESCRIPTION	APP'D	DATE

**TRI CITY MENTAL HEALTH AUTHORITY**  
1717 N. INDIAN HILLS BLVD.  
CLAREMONT, CA 91711  
(909) 973-3555  
CONTACT: ALEX RAMIREZ  
E-MAIL: ARAMIREZ@TRICITYMHS.ORG

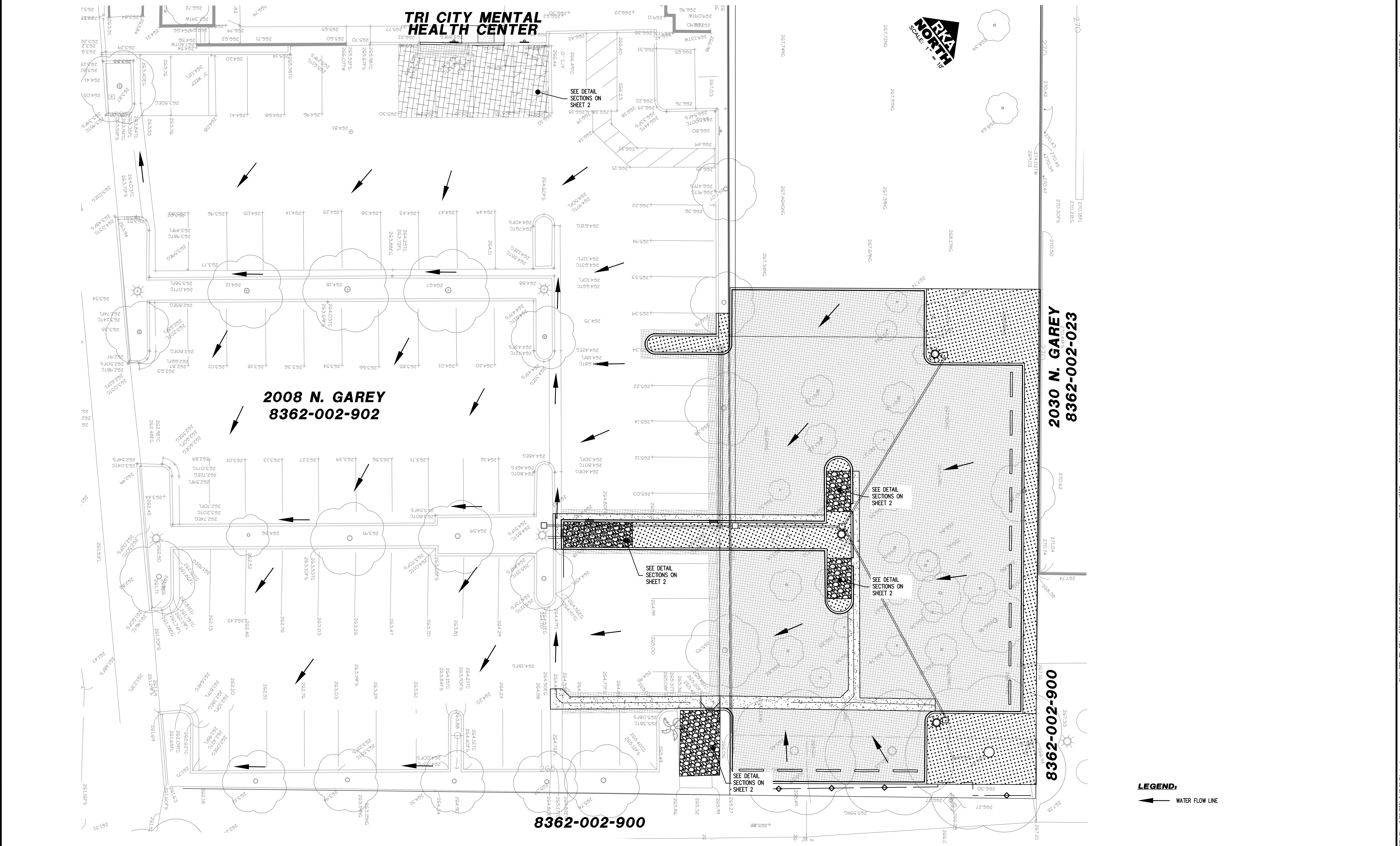


**RKA CONSULTING GROUP**  
398 S. LEMON CREEK DRIVE - SUITE E - WALNUT - CA - 91789  
(909) 594-9702 - (626) 931-8323 - FAX (909) 594-2658  
WWW.RKAGROUP.COM  
KURT R. PEDERSEN RCE 69745 DATE 2-13-17

**PARKING LOT EXPANSION**  
2018 GAREY AVENUE PARKING LOT EXPANSION  
**THERAPY GARDEN/PARKING**  
EROSION CONTROL PLAN

SHEET **6** OF **7** SHEETS  
PRINT DATE: 8/6/21  
LAST REVISION ON: 8/9/2021 9:50:59 AM Drawing

DRAWING NAME: X:\CAD\400007 - TRI-CITY - PARKING LOT EXPANSION - GARDEN DESIGN\DWG\400007.DWG  
DESIGNED BY: ML  
DRAWN BY: ML  
JOB NO.: 40007  
PLAN SET: TRC-CITY - PARKING LOT EXPANSION  
REVIEWED BY: CH



**DIG ALERT**  
 CALL BEFORE YOU DIG  
 SECTION 4216/4217 OF THE GOVERNMENT CODE  
 REQUIRES A DIGALERT IDENTIFICATION NUMBER  
 BE ISSUED BEFORE A "PERMIT TO EXCAVATE"  
 WILL BE VALID. FOR YOUR DIGALERT ID. NUMBER  
 CALL UNDERGROUND SERVICE ALERT TOLL FREE  
 TWO WORKING DAYS BEFORE YOU DIG.  
**1-800-422-4133**  
 CAUTION: REMEMBER THAT THE USA CENTER  
 NOTIFIES ONLY THOSE UTILITIES BELONGING TO  
 THE CENTER. THERE COULD BE OTHER UTILITIES  
 PRESENT AT THE WORK SITE. THE CENTER WILL  
 INFORM YOU OF WHOM THEY WILL NOTIFY.

NO.	DATE	DESCRIPTION	APP'D	DATE

**TRI CITY MENTAL HEALTH AUTHORITY**  
 1717 N. INDIAN HILLS BLVD.  
 CLAREMONT, CA 91711  
 (909) 973-3555  
 CONTACT: ALEX RAMIREZ  
 E-MAIL: ARAMIREZ@TRICITYMHS.ORG



**RKA CONSULTING GROUP**  
 398 S. LEMON CREEK DRIVE - SUITE E - WALNUT, CA 91789  
 (909) 594-9702 • (626) 381-8323 • FAX (909) 594-2658  
 WWW.RKAGROUP.COM  
 KURT R. PEDERSEN RCE 69745  
 2-13-17 DATE

**PARKING LOT EXPANSION**  
 2018 GAREY AVENUE PARKING LOT EXPANSION  
**THERAPY GARDEN/PARKING**  
 SUSMP\_LID EXHIBIT

SHEET  
**7**  
 OF  
**7**  
 SHEETS

PRINT DATE: 8/6/21 LAST REVISION ON: 2/25/2021 9:48:39 PM chowing PLAN SET: TRC-CITY - PARKING LOT EXPANSION JOB NO.: 40007 DRAWING NAME: X:\CAD\400007 - TRI CITY WELLNESS CENTER - GARDEN DESIGN\DWG\LOPAD7.DWG DESIGNED BY: ML DRAWN BY: ML REVIEWED BY: CH



**TRI-CITY MENTAL HEALTH AUTHORITY  
1717 N. Indian Hill Boulevard Suite B  
Claremont, CA 91711**

**DATE: September 21, 2022**

**ADDENDUM NO: 1  
2008 GAREY AVENUE  
GARDEN HEALTH CENTER PROJECT**

The plans and specifications for the above referenced project are hereby amended as follows:

**PLANS:**

- No changes to the plans at this time.

**SPECIFICATIONS:**

1. The bid opening date is hereby amended to occur on **Wednesday, October 12, 2022 at 10:00 AM** at RKA Consulting Group. Replace the NIB with the attached sheets.
2. Add Bid Items No. 17: Slurry Seal at Parking Lot
3. Add Bid Item Description for Bid Item No. 17. Add pages TP-14 - TP-17



---

Pankaj Prasad  
Project Manager

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of Addendum No. 1 and my bid reflects the requirements of the addendum.

---

Name

---

Contractor

---

Title



**Tri-City Mental Health Authority  
AGENDA REPORT**

**DATE: March 15, 2023**

**TO: Governing Board of Tri-City Mental Health Authority**

**FROM: Rimmi Hundal, Executive Director  
Kitha Torregano, Human Resources Manager**

**SUBJECT: Consideration of Resolution No. 701 Authorizing the Executive Director to Execute the First Amendment to the Agreement with Gallagher Benefit Services, Inc. (Formerly Koff & Associates, Inc.) for Completion of the Total Classification and Compensation Study**

---

Summary:

Staff are requesting Governing Board approval of additional changes to the amended Agreement between Tri-City Mental Health Authority and Koff and Associates, Inc. which was originally brought to the Governing Board and approved on January 18, 2023.

Background:

On January 18, 2023, the Governing Board approved Resolution No. 696 authorizing Tri-City Mental Health Authority ("TCMHA") to increase the Fiscal Year 2022-2023 Budget for Consulting Services in the amount of \$52,388, which represents the additional cost required to complete the final phase of Tri-City Mental Health Authority's (TCMHA) Total Classification and Compensation Study. With that approval a new Amendment was required with Koff and Associates, Inc. Koff and Associates, Inc. has been acquired by another agency, Gallagher Benefit Services, Inc. and said new agency is requiring additional changes to the amended Agreement between TCMHA and Koff and Associates, Inc. A brief summary of the changes being requested by Gallagher Benefit Services, Inc. are as follows:

- (1) Amending the agreement to reflect the Contractor's new legal name as Gallagher Benefit Services, Inc., which Koff and Associates, Inc. is a division of;
- (2) a change to the Indemnity clause limiting their liability to \$1 million; and
- (3) a change to the Insurance clause clarifying the Additional Insured endorsement for General Liability.

Gallagher Benefit Services, Inc. has provided their edits to the amended Agreement which are attached.

Fiscal Impact:

None. The additional cost to the budget was approved in Resolution No. 696.

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 701 Authorizing the Executive Director to Execute the First Amendment to the Agreement with Gallagher Benefit Services, Inc. (Formerly Koff & Associates, Inc.) for Completion of the Total Classification and Compensation Study***  
**March 15, 2023**  
**Page 2**

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 701 authorizing the Executive Director to execute the First Amendment to Professional Services Agreement with Gallagher Benefit Services, Inc. (Formerly Koff & Associates, Inc.) in the amount of \$52,388 to complete the Classification and Compensation Study.

Attachments:

*Attachment 5-A:* Resolution No. 701 – Draft

*Attachment 5-B:* First Amendment to Agreement with Gallagher Benefit Services, Inc. - Draft

## RESOLUTION NO. 701

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC. (FORMERLY KOFF & ASSOCIATES, INC.) FOR COMPLETION OF THE TOTAL CLASSIFICATION AND COMPENSATION STUDY

The Governing Board of the Tri-City Mental Health Authority (“Authority”) does resolve as follows:

1. **Findings.** The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) adopted on January 15, 2020 Resolution No. 517 authorizing the Executive Director to enter into an agreement with Kaneko & Krammer Corp dba Koff & Associates, Inc., to provide Classification Study and Compensation Study services in the amount of \$128,850.

B. On January 18, 2023, the Governing Board adopted Resolution No. 696 amending the Authority’s Operating Budget for Fiscal Year 2022-2023 by increasing consulting services in the amount of \$52,388 to fund Phase II of the Classification and Compensation Studies project.

C. The Authority desires to execute the First Amendment to the Agreement 1) to update the Contractor’s new legal name as Gallagher Benefit Services, Inc., formerly Koff & Associates, Inc.; 2) a change to the Indemnity clause limiting their liability to \$1 million; and 3) change to the Insurance clause clarifying the Additional Insured endorsement for General Liability.

D. The Authority affirms that Gallagher Benefit Services, Inc. is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. The Agreement does not create or establish the relationship of employee and employer between Contractor and TCMHA.

2. **Action**

The Authority’s Executive Director is authorized to enter into, and execute the First Amendment to the Agreement with Gallagher Benefit Services, Inc. (Formerly Koff & Associates, Inc.) and pay the additional sum of \$52,388 to complete the Classification and Compensation Study.

[Continues on Page 2]

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 15, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:  
MICAELA P. OLMOS, RECORDING SECRETARY

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

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

DRAFT



**FIRST AMENDMENT**

to

**INDEPENDENT CONTRACTOR AGREEMENT**

by and between

**TRI-CITY MENTAL HEALTH AUTHORITY**

and

**GALLAGHER BENEFIT SERVICES, INC.  
(Formerly KANEKO & KRAMMER CORP  
dba KOFF & ASSOCIATES, INC.)**

dated

**February 15, 2023**

**ATTACHMENT 5-B**

## Table of Contents

<b>Section</b>	<b>Page</b>
<b>1. PARTIES AND DATE.....</b>	<b>1</b>
<b>2. RECITALS .....</b>	<b>1</b>
<b>3. AMENDMENT.....</b>	<b>1</b>
<b>4. REAFFIRMATION OF OTHER TERMS.....</b>	<b>2</b>
<b>5. EXECUTION.....</b>	<b>2</b>

# FIRST AMENDMENT

## AGREEMENT

### BY AND BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY AND GALLAGHER BENEFIT SERVICES, INC. FOR CLASSIFICATION STUDY AND COMPENSATION STUDY SERVICES

#### 1. PARTIES AND DATE

This First Amendment (“First Amendment”) is made and entered into as of January 18, 2023 (“First Amendment Date”), by and between TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority (“TCMHA”), and GALLAGHER BENEFIT SERVICES, INC. (Formerly Kaneko & Krammer Corp dba Koff & Associates, Inc.), a California State-certified Small Business Enterprise #58366 (“Contractor”). TCMHA and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

#### 2. RECITALS

**2.1.** TCMHA and Contractor entered into an Independent Contractor Agreement effective January 15, 2020 (“Agreement”) for Classification Study and Compensation Study services in the amount of \$128,850.

**2.2.** The Parties desire to amend the Agreement to increase the compensation and for TCMHA to pay the additional sum of \$52,388, as set for in the ‘Budget to Finish Study, Phase II –Total Compensation Study,’ attached as Exhibit 1.

**2.3.** In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this First Amendment.

#### 3. AMENDMENT

**3.1** The Parties to this Agreement shall be amended to reflect Contractor’s new legal name: Gallagher Benefit Services, Inc.

**3.2** In addition, Article 9 (Compensation) is amended to read as follows:

**“9. COMPENSATION.** For the full performance of the Agreement:

**a.** Tri-City shall pay Contractor an additional amount of \$52,388 for Phase II services as proposed in Exhibit 1, and all other fees remain the same, as stated in Contractor Proposal, ‘Exhibit A’ to the Agreement. Payment will be made within thirty (30) days following receipt of invoice and completion/delivery of services/goods as detailed in Sections 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which Contractor operates. Tri-City is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the not to exceed amount.

**b.** Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.



c. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor. Tri-City shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.”

**3.3 Article 14(a) (Indemnity) is amended to add the following:**

Notwithstanding any other term or provision of this Agreement, Contractor shall only be liable for actual damages incurred by TCMHA and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this Agreement, if any, of Contractor to TCMHA for claimed losses or damages shall not exceed \$1,000,000. This provision applies to the fullest extent permitted by applicable law.

**4. REAFFIRMATION OF OTHER TERMS**

Except as modified or changed herein, all of the terms and provisions of the Agreement shall remain in full force and effect.

**5. EXECUTION**

The Parties have executed this Agreement as of the First Amendment Date.

**TRI-CITY MENTAL HEALTH AUTHORITY**

**GALLAGHER BENEFIT SERVICES, INC.**

By: \_\_\_\_\_  
Rimmi Hundal, Executive Director

By: \_\_\_\_\_  
Georg S. Krammer,  
Chief Executive Officer

**Attest:**

By: \_\_\_\_\_  
Micaela P. Olmos, JPA Administrator/Clerk

**Approved as to Form and Content:**  
DAROLD D. PIEPER, ATTORNEY AT LAW

By: \_\_\_\_\_  
Darold D. Pieper, General Counsel



**Tri-City Mental Health Authority  
AGENDA REPORT**

**DATE:** March 15, 2023

**TO:** Governing Board of Tri-City Mental Health Authority

**FROM:** Rimmi Hundal, Executive Director

**SUBJECT:** Consideration of Resolution No. 702 Awarding Richards, Watson & Gershon the Agreement for General Counsel Services and Authorizing the Executive Director to execute the Agreement

---

Summary:

Staff are requesting Governing Board approval of authorizing the executive director to enter into contract with Richards Watson Gershon (RWG) to provide General Legal Counsel.

Background:

Tri-City's General Counsel gave his notice of separation on Jan 12<sup>th</sup>, after serving Tri-City for over 20 years. Mr. Darold Piper was instrumental in guiding us through the bankruptcy.

The Request for Quotes was issued on February 3<sup>rd</sup> and posted on Tri-City's website as well as the league of California Cities website. It was also distributed to 9 law firms inviting them to apply. Tri-City received 3 proposals and the Governing Board conducted interviews on March 1st and selected RWG.

RWG is a leading California municipal law firm and provides public entity legal services. It was founded in 1954 and serves as General Counsel to dozens of government entities. RWG proposes Mr. Steven Flower to serve as a primary contact and General Counsel to Tri-City with Kevin Ennis as Senior Counsel. Mr. Steven Flower and Mr. Kevin Ennis will work as a team with other attorneys proposed to coordinate our work.

Fiscal Impact:

Annually, Tri-City estimates and includes Attorney Fees within the Annual Operating Budget and the total amount for all Attorney Fees include amounts projected for general counsel. Attorney fees are funded by both Realignment and MHSA Funds.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 702 awarding Richards, Watson and Gershon an Independent Contractor Agreement for General

**Governing Board of Tri-City Mental Health Authority**  
***Consideration of Resolution No. 702 Awarding Richards, Watson & Gershon the Agreement for General Counsel Services and Authorizing the Executive Director to execute the Agreement***  
**March 15, 2023**  
**Page 2**

Counsel Services effective March 15, 2023; and authorizing the Executive Director to execute the agreement

Attachments:

*Attachment 6-A:* Resolution No. 702 – Draft

*Attachment 6-B:* Agreement with Richards, Watson & Gershon for General Counsel Services - Draft

## RESOLUTION NO. 702

### A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AWARDING A CONTRACT TO RICHARDS, WATSON & GERSHON FOR GENERAL COUNSEL SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. **Findings.** The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to award a contract for general counsel services to Richards, Watson & Gershon (RWG), a professional corporation, effective March 15, 2023, to perform such functions and duties, under the terms and conditions as set forth in the Contractor Agreement for General Counsel Services, and in compliance with all applicable local, state and federal laws and regulations.

B. Darold D. Pieper, Attorney-At-Law, submitted his resignation on January 12, 2023, after serving almost 20 year as the Authority’s General Counsel; and a Request for Quotes (RFQ) for General Counsel Services was issued on February 3, 2023; and on March 1, 2023, the Governing Board conducted interviews of the Proposers as part of the selection process.

C. RWG is a leading California municipal law firm, which can deliver general counsel services skillfully; and proposes Mr. Steven Flower to serve as General Counsel to TCMHA, with Mr. Kevin Ennis as Senior Counsel.

D. The Authority affirms that RWG is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. The Agreement does not create or establish the relationship of employee and employer between Contractor and TCMHA.

2. **Action**

The Governing Board hereby approves the Contractor Agreement with Richards, Watson & Gershon for General Counsel Services effective March 15, 2023; and authorizes the Executive Director to execute the Agreement.

[Continued on page 2]

**3. Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 15, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

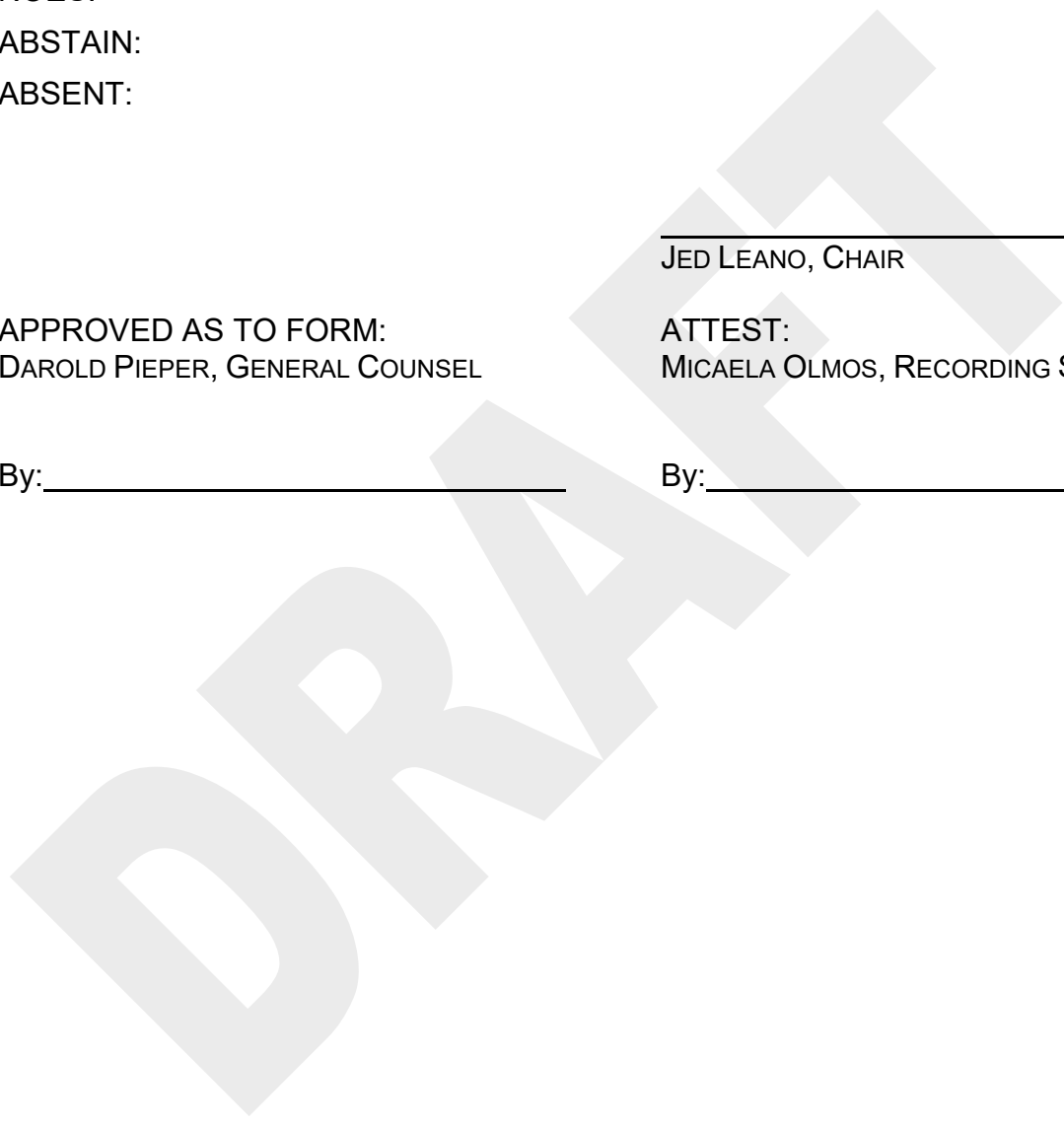
\_\_\_\_\_  
JED LEANO, CHAIR

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:  
MICAELA OLMOS, RECORDING SECRETARY

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

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





**HOPE. WELLNESS. COMMUNITY.**

Let's find it together.

Founded in 1960  
by the residents  
of Pomona, Claremont  
and La Verne.

[www.tricitymhs.org](http://www.tricitymhs.org)

**INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**AND**

**RICHARDS, WATSON & GERSHON LAW**

**DATED**

**March 15, 2023**

**Administrative Office**

1717 North Indian Hill  
Boulevard, Suite B  
Claremont, CA 91711  
Phone (909) 623-6131  
Fax (909) 623-4073

**Clinical Office / Adult**

2008 North Garey Avenue  
Pomona, CA 91767  
Phone (909) 623-6131  
Fax (909) 865-9281

**Clinical Office / Children**

900 Royalty Drive  
Pomona, CA 91767  
Phone (909) 784-3200  
Fax (909) 865-0730

**MHSA Office**

2001 North Garey Avenue  
Pomona, CA 91767  
Phone (909) 325-4600  
Fax (909) 326-4690

**Wellness Center**

1403 North Garey Avenue  
Pomona, CA 91767  
Phone (909) 242-7600  
Fax (909) 242-7691

# TABLE OF CONTENTS

	<u>Section Page</u>
1. Parties and Date. ....	1
2. Contractor. ....	1
3. Scope of Services. ....	1
4. Performance of Services. ....	1
5. Subcontractors. ....	2
6. Time and Location of Work. ....	2
7. Terms. ....	2
a. Effective Date. ....	2
b. Agreement Extension. ....	2
c. Agreement Price Adjustment Parameters. ....	2
8. Compensation. ....	3
9. Termination. ....	3
a. Written Notice. ....	3
b. Effect of Termination. ....	3
10. Licenses. ....	3
11. Proprietary Information. ....	4
12. Records and Audits. ....	4
13. General Terms and Conditions. ....	4
a. Indemnity. ....	4
b. Insurance. ....	4
c. Non-Discrimination and Equal Employment Opportunity. ....	5
d. Changes to the Agreement. ....	5
e. Records. ....	6
f. Business Associate Agreement. ....	6
g. Contractor Attestation. ....	6
h. Governing Law, Jurisdiction, and Venue. ....	6
14. Representative and Notice. ....	7
a. TCMHA’s Representative. ....	7
b. Contractor’s Representative. ....	7
c. Delivery of Notices. ....	7
15. Exhibits. ....	7
16. Entire Agreement. ....	7
17. Execution. ....	8

## AGREEMENT

### 1. PARTIES AND DATE

THIS AGREEMENT (hereinafter "Contract" or "Agreement") is made and entered into as of March 15, 2023 (hereinafter "Agreement Date"), by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter "TCMHA" or "Authority") and Richards, Watson & Gerson, a Professional Corporation, with its principal place of business at 350 South Grand Avenue, 37th Floor, Los Angeles, California 90071 (hereinafter "Contractor"). TCMHA and Contractor are sometimes individually referred to as a "Party" and collectively as "Parties."

### 2. CONTRACTOR

The express intention of the parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and TCMHA or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of TCMHA.

### 3. SCOPE OF SERVICES

Contractor shall provide the specified services and/or materials as set forth in 'Exhibit A' of this Agreement and the Contractor's Quote for General Counsel Services incorporated into and made a part of this Agreement as 'Exhibit B.'

### 4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Services provided to TCMHA under this Agreement without the expressed written permission of TCMHA. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor's ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.



## 5. SUBCONTRACTORS

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of TCMHA or Designee. After approval from TCMHA, any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

## 6. TIME AND LOCATION OF WORK

Contractor shall perform the services required by this Agreement at any place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner and time frames mutually agreed, and within the manner outlined under 'Exhibit A' and 'Exhibit B.'

## 7. TERMS

**a. Effective Date.** The services and/or materials furnished under this Agreement shall commence March 16, 2023, and shall be and remain in full force and effect until amended or terminated at the end of Year- Three on March 15, 2026, with an option to extend for two additional years through March 15, 2028; unless terminated in accordance with the provisions of Section 8 below.

**b. Agreement Extension.** TCMHA at its sole discretion, upon two months prior notice to the Contractor, extend the Agreement for two successive 12-month periods. Such extensions shall be under the same terms and conditions or as negotiated and revised in writing. At such time as TCMHA chooses to exercise the option to extend the Agreement, the Contractor will be notified and requested to submit a written proposal detailing the next 12-months offered price for the agreement services. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the current period term. Any extensions shall be subject to agreement between TCMHA and the Contractor and will be subject to the approval by TCMHA's Governing Board by a resolution adopted at a noticed public meeting of the Governing Board.

**c. Agreement Price Adjustment Parameters.** To be eligible for an Agreement Extension, the price shall either remain the same as proposed or, upon mutual agreement, can be adjusted by the 12-Month percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor for the most current yearly comparison three months prior to the Agreement expiration dates. For example, if the Agreement expires in February the CPI comparison would be between the November CPI for that year and the preceding year. Despite any changes in the CPI for any given twelve-month adjustment period, upward adjustment of Agreement amount shall not exceed 5 percent during any single twelve-month adjustment period.

**8. COMPENSATION.** For the full performance of this Agreement:

**a.** TCMHA shall pay Contractor for time spent in providing the services, including reasonable travel time and for necessary costs and expenses incurred by Contractor on behalf of TCMHA, an amount not to exceed as stated in the Contractor's Quote, incorporated herein as 'Exhibit B', within thirty (30) days following receipt of invoice and completion/delivery of services/goods as detailed in Sections 3 of this Agreement and only upon satisfactory delivery/completion of goods/services, in a manner consistent with professional/industry standards for the area in which Contractor operates. TCMHA is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the 'not to exceed' amount for the specified legal services and/or materials as set forth in 'Exhibit B.'

**b.** Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. TCMHA will not accept or compensate Contractor for incomplete goods/services.

**c.** Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. TCMHA shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor. TCMHA shall not be responsible for any interest or late charges on any payments from TCMHA to Contractor.

**9. TERMINATION.** This Agreement may be terminated only as follows:

**a.** Written Notice. Either Party may terminate this Agreement at any time, without cause, upon ninety days (90) calendar days' prior written notice to the other Party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed. TCMHA will reimburse Contractor for its satisfactorily-completed services up to the date specified in the notice of termination and for demobilization costs reasonably incurred by Contractor after that date.

**b.** Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all written work product to TCMHA, which work product shall be consistent with all progress payments made to the date of termination.

**10. LICENSES.**

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business; and shall present a copy of the Business License after execution of this Agreement.

## 11. PROPRIETARY INFORMATION.

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning TCMHA's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of TCMHA. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to TCMHA and employees of TCMHA, without written approval by Executive Director of TCMHA, either during or after its engagement with TCMHA, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

## 12. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by TCMHA to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to TCMHA or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by TCMHA of the need to extend the retention period.

## 13. GENERAL TERMS AND CONDITIONS

**a. Indemnity.** Contractor agrees to indemnify, defend and hold harmless TCMHA, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless TCMHA, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

**b. Insurance.** Contractor shall obtain and file with TCMHA, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

- i. Workers Compensation Insurance:** Minimum statutory limits.
- ii. Automobile Insurance:** \$1,000,000.00 per occurrence.
- iii. Errors And Omissions Insurance:** \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- iv. Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

**v. Cyberliability Insurance.** Within ninety (90) days of the Agreement Date, Consultant shall have obtained and thereafter maintain cyberliability insurance in the amount of not less than \$1,000,000.00 per occurrence providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of TCMHA Data; (ii) data breach including theft, destruction, and/or unauthorized use of TCMHA Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of TCMHA Data.

**vi. Waiver of subrogation.** Except with regard to errors and omissions insurance and cyberliability insurance, all insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against TCMHA, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against TCMHA and shall require similar written express waivers and insurance clauses from each of its subcontractors.

**vii. Notice Of Cancellation:** Except with regard to errors and omissions insurance and cyberliability insurance, the TCMHA requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the Agency, its agents or representatives."

**viii. Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverages b.i, b.ii, and b.iv must be shown by a properly executed certificate of insurance by an insurer licensed or authorized to do business in California, satisfactory to TCMHA, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as TCMHA officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name TCMHA and Contractor as additional insured.

**ix.** To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority  
1717 N. Indian Hill Boulevard, #B  
Claremont, CA 91711-2788  
Attn: JPA Administrator/Clerk

**c. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

d. Changes to the Agreement. This Agreement shall not be assigned or transferred without advance written consent of TCMHA. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both Parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

e. Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of TCMHA. Contractor will be responsible for and maintain such records during the term of this Agreement. Contractor hereby agrees to deliver those documents to TCMHA at any time upon demand of TCMHA. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for TCMHA and are not necessarily suitable for any future or other use. Failure by Contractor to deliver these documents to TCMHA within a reasonable time period or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and Contractor agree that until final approval by TCMHA, all data, reports and other documents are preliminary drafts not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to TCMHA pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by TCMHA as complete, non-exclusive title to copyright of said work for hire shall transfer to TCMHA. The compensation recited in Section 8 shall be deemed to be sufficient consideration for said transfer of copyright. Contractor retains the right to use any project records, documents and materials for marketing of their professional services.

f. Business Associate Agreement. To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to Contractor (Business Associate) in accordance with all applicable legal requirements to allow Contractor to perform Legal Consulting services on TCMHA's behalf. Contractor is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, Contractor will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit C', accepting liability for any breach of ePHI or PHI.

g. Contractor's Attestation. Also in accordance with TCMHA's policies and procedures, TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. TCMHA requires that Contractor certifies that no owner, staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That Neither It Nor Any Of Its*

*Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit D'.

**h.** Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

#### **14. REPRESENTATIVE AND NOTICE**

**a.** TCMHA's Representative. TCMHA hereby designates its Executive Director to act as its representative for the performance of this Agreement ("TCMHA's Representative"). TCMHA's Representative shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

**b.** Contractor's Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

**c.** Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

If to TCMHA:

Tri-City Mental Health Authority  
1717 N. Indian Hill Boulevard #B  
Claremont, CA 91711-2788  
Attn: Executive Director

If to Contractor:

Richards, Watson & Gershon  
350 South Grand Avenue, 37th Floor  
Los Angeles, CA 90071  
Attn: Steven Flower

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### **15. EXHIBITS**

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: Quote from Contractor dated February 17, 2023

Exhibit B: Business Associate Agreement

Exhibit C: Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

**16. ENTIRE AGREEMENT**

This Agreement shall become effective upon its approval and execution by TCMHA. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and TCMHA relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and TCMHA. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by TCMHA in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

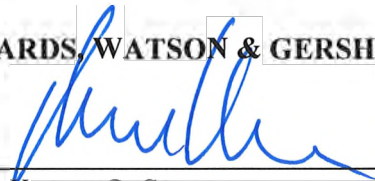
**17. EXECUTION.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

**TRI-CITY MENTAL HEALTH AUTHORITY**


**RICHARDS, WATSON & GERSHON, PC**

By: \_\_\_\_\_  
Rimmi Hundal, Executive Director

By:  \_\_\_\_\_  
Kayser O. Sume,  
Chairman, Board of Directors

By: \_\_\_\_\_  
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form:  
DAROLD D. PIEPER, ATTORNEY AT LAW

By:  \_\_\_\_\_  
Darold D. Pieper, General Counsel

## EXHIBIT A

### SCOPE OF SERVICE

#### A. General Counsel Services

TCMHA's General Counsel is expected to work closely with the Governing Board, the Executive Director, and the JPA Administrator/Clerk. The scope of services will include, but are not limited to, the following:

1. Provide general legal services, routine legal assistance, advice and consultation to the Governing Board, Executive Director, or JPA Administrator/Clerk relating to general public law and regulations, potential tort liability and risk management including, but not limited to the Brown Act, parliamentary procedures for running meetings, Public Records Act, Fair Political Practices Commission (FPPC) requirements, Ethics, Risk Avoidance, public official conflict requirements, laws related to the privacy and security of health information (HIPAA, HITECH Act), Bronzan-McCorquodale Act/Short-Doyle Act, and Lanterman-Petris-Short Act (LPS).
2. Attend all Governing Board Regular Meetings held at 5:00 pm on the third Wednesday of each month, except during the month of August when the Governing Board is dark; and also attend closed sessions, special or urgent meetings as needed.
3. Review and/or prepare Governing Board and Mental Health Commission agendas and reports as needed.
4. Review and/or prepare resolutions, policies and procedures, contracts, agreements, deeds, leases, escrow documents, and all other legal documents as requested by the Governing Board, Executive Director or JPA Administrator/Clerk.
5. Assist with contractual negotiations and/or draft language related to issues raised during negotiations.
6. Advise on individual labor and employment matters.
7. Promptly respond to calls, e-mails, and correspondence from the Governing Board, Executive Director or JPA Administrator/Clerk.
8. Provide legal counsel to TCMHA staff upon request of the Executive Director or JPA Administrator/Clerk.
9. Alert TCMHA in a timely manner on new State, Federal, or local legislation or judicial decisions that may impact the TCMHA and propose appropriate action(s) to assure compliance.
10. When needed, provide support while working with other government contractual partnerships and/or government oversight agencies, including but not limited to the following:
  - California Department of Mental Health (CADMH)
  - California Department of Health Care Services (DHCS)
  - California Mental Health Services Authority (CalMHSA)
  - Los Angeles County Development Authority (LACDA)



- Los Angeles County Department of Public Health (LACDPH)
- Los Angeles County Department of Mental Health (LACDMH)
- Los Angeles Homeless Authority (LAHSA)
- Greater Los Angeles Homeless Management Information System (LAHMIS)
- Southern Counties Regional Partnership (SCRP)
- Centers for Medicare & Medicaid Services (CMS)
- Mental Health Service Oversight and Accountability Commission (MHSOAC)

**11.** Review current documents, policies, and forms to ensure compliance to current laws, as requested.

**12.** Provide legal work pertaining to land use issues including but not limited to property acquisitions and property disposals.

**13.** Aid in responding to public records requests as needed.

**14.** Provide training and guidance with regard to the requirements of the Meyers-Milias-Brown Act, Open Meeting Law (Brown Act - Government Code 54550 et seq, Conflict of Interest (AB1234)), the Public Records Act and other legal requirements imposed by statute and common law.

**15.** Except where conflict of interest rules require otherwise, supervise and coordinate the activities of all other counsel retained by TCMHA or working on behalf of TCMHA.

**16.** Provide advice and representation regarding insurance coverage matters, including coverage disputes.

**17.** Represent and defend TCMHA in civil litigation brought on behalf of, or against, TCMHA as directed by the Governing Board or Executive Director.

**EXHIBIT B**

**CONTRACTOR'S QUOTE**

**RFQ NO. 2023-0201**

**ATTACHMENT E**

**PROPOSER'S COST**

To ensure consistency and for proper analysis, cost/pricing submission should follow the format reflected. The Cost should consider the Scope of Services as set forth in Section III of this RFQ. The Cost should be provided as required under Section V.C.5 of this RFQ

**YEAR ONE** (Commencement Date through June 30, 2024)

**Option A:** Hourly fees for all work (no retainer)

HOURLY FEE – NO RETAINER			
Hourly Fee	Services	Attorney & Personnel	Minimum Increment
\$ 325.00	Legal Services	All Attorneys	.10
\$ 195.00	Paralegal Services	All Paralegals	.10
\$			
\$			
\$			
\$			
\$			
OTHER COSTS (Photocopying, overhead factor, etc.)			
Fee	Item	Services at No Cost	
\$.05	Photocopying	Word Processing and Secretarial Costs	
\$ IRS Standard Rate	Mileage		
\$ Actual Costs	Messenger Services and Computer Research Services		
\$			

**Option B:** Proposer's choice. Explain any billing methodology you would like TCMHA to consider. Utilize space below or include an additional attachment to expand.

PROPOSER'S CHOICE

[Continued on Page 2]

YEAR TWO (July 1, 2024 through June 30, 2025)

**Option A:** Hourly fees for all work (no retainer)

HOURLY FEE – NO RETAINER			
Hourly Fee	Services	Attorney & Personnel	Minimum Increment
\$ 325.00	Legal Services	All Attorneys	.10
\$ 195.00	Paralegal Services	All Paralegals	.10
\$			
\$			
\$			
\$			
\$			
OTHER COSTS (Photocopying, overhead factor, etc.)			
Fee	Item	Services at No Cost	
\$.05	Photocopying	Word Processing and Secretarial Costs	
\$ IRS Standard Rate	Mileage		
\$ Actual Costs	Messenger Services and Computer Research Services		
\$			

**Option B:** Proposer’s choice. Explain any billing methodology you would like TCMHA to consider. Utilize space below or include an additional attachment to expand.

PROPOSER'S CHOICE

[Continued on Page 3]

YEAR THREE (July 1, 2025 through June 30, 2026)

**Option A:** Hourly fees for all work (no retainer)

HOURLY FEE – NO RETAINER			
Hourly Fee	Services	Attorney & Personnel	Minimum Increment
\$ 341.00	Legal Services	All Attorneys	.10
\$ 205.00	Paralegal Services	All Paralegals	.10
\$			
\$			
\$			
\$			
\$			
OTHER COSTS (Photocopying, overhead factor, etc.)			
Fee	Item	Services at No Cost	
\$.05	Photocopying	Word Processing and Secretarial Costs	
\$ IRS Standard Rate	Mileage		
\$ Actual Costs	Messenger Services and Computer Research Services		
\$			

**Option B:** Proposer’s choice. Explain any billing methodology you would like TCMHA to consider. Utilize space below or include an additional attachment to expand.

PROPOSER'S CHOICE
<p>RWG proposes that commencing on July 1, 2025, and on each July 1 thereafter, the monthly and hourly rates charged above automatically shall be increased by a percentage amount equal to the percentage increase in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose region (or other applicable region as agreed upon by RWG and the Authority) statistical area ("CPI") for the twelve-month period ending on the immediately prior April 30. Any other adjustments in the rates shall require prior approval of the Authority. However, our rates will not increase by more than four percent (5%) in any given year, without City Council approval even if the CPI increase exceeds that amount.</p>

**EXHIBIT C****BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and \_\_\_\_\_ (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

**RECITALS**

A. CE is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”) and, as such, must enter into so-called “business associate” contracts with certain contractors that may have access to certain consumer medical information.

B. Pursuant to the terms of one or more agreements between the parties, whether oral or in writing, (collectively, the “**Agreement**”), BA shall provide certain services to CE. To facilitate BA’s provision of such services, CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information (“**PHI**”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws, including without limitation state patient privacy laws (including the Lanterman-Petris-Short Act), as such laws may be amended from time to time. This BAA shall be governed by and construed in accordance with the laws of the State of California.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI (defined below), as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“**C.F.R.**”) and contained in this BAA.

**NOW, THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, CE and BA agree as follows:

**AGREEMENT****I. Definitions.**

**A. Breach** shall have the meaning given to such term under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

**B. Business Associate** shall have the meaning given to such term under 42 U.S.C. § 17921 and 45 C.F.R. § 160.103.

**C. Consumer** is an individual who is requesting or receiving mental health services and/or has received services in the past. Any consumer certified as eligible under the Medi-Cal program according to Title 22, Section 51001 is also known as a beneficiary.

**D. Covered Entity** shall have the meaning given to such term under 45 C.F.R. § 160.103.

**E. Data Aggregation** shall have the meaning given to such term under 45 C.F.R. § 164.501.

**F. Designated Record Set** shall have the meaning given to such term 45 C.F.R. § 164.501.

**G. Electronic Protected Health Information or EPHI** means Protected Health Information that is maintained in or transmitted by electronic media.

**H. Electronic Health Record** shall have the meaning given to such term under 42 U.S.C. § 17921(5).

**I. Health Care Operations** shall have the meaning given to such term under 45 C.F.R. § 164.501.

**J. Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

**K. Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes Electronic Protected Health Information.

**L. Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

**M. Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**N. Subcontractor** shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, pursuant to 45 C.F.R. § 160.103.

**O. Unsecured PHI** shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**").

## **II. Obligations of Business Associate.**

**A. Permitted Access, Use or Disclosure.** BA shall neither permit the unauthorized or unlawful access to, nor use or disclose, PHI other than as permitted or required by the Agreement, this BAA, or as required by law, including but not limited to the Privacy Rule. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations. Except as otherwise limited in the Agreement, this BAA, or the Privacy Rule or Security Rule, BA may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of BA, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) agreement from such third party to promptly notify BA of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach.

**B. Prohibited Uses and Disclosures.** Notwithstanding any other provision in this BAA, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of the HITECH Act, the HIPAA Regulations, and applicable state law, including but not limited to 42 U.S.C. § 17936, 45 C.F.R. § 164.508, and 45 C.F.R. § 164.514(f); (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. § 17935(a); 45 C.F.R. § 164.522(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); 45 C.F.R. § 164.502(a)(5); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

**C. Appropriate Safeguards.** BA shall comply, where applicable, with the HIPAA Security Rule, including but not limited to 45 C.F.R. §§ 164.308, 164.310, and 164.312 and the policies and procedures and documentation requirements set forth in 45 C.F.R. § 164.316, and shall implement appropriate safeguards designed to prevent the access, use or disclosure of Protected Information other than as permitted by the Agreement or this BAA. BA shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI.

### **D. Reporting of Improper Access, Use, or Disclosure.**

**1. Generally.** BA shall provide an initial telephone report to CE's Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including, for the avoidance of doubt, any Security Incident (as defined in 45 C.F.R. § 164.304). BA shall take (i) prompt corrective action to cure



any deficiencies in its policies and procedures that may have led to the incident, and (ii) any action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

**2. Breaches of Unsecured PHI.** Without limiting the generality of the reporting requirements set forth in Section D(1), BA shall report to CE any use or disclosure of the information not permitted by this BAA, including any Breach of Unsecured PHI pursuant to 45 C.F.R. § 164.410. Following the discovery of any Breach of Unsecured PHI, BA shall notify CE in writing of such Breach without unreasonable delay and in no case later than three (3) days after discovery. The notice shall include the following information if known (or can be reasonably obtained) by BA: (i) contact information for the individuals who were or who may have been impacted by the Breach (*e.g.*, first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery (as defined in 42 U.S.C. § 17932(c)); (iii) a description of the types of Unsecured PHI involved in the Breach (*e.g.*, names, social security numbers, date of birth, addresses, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the BA has done or is doing to investigate the Breach and to mitigate harm to the individuals impacted by the Breach; (v) any other available information that CE is required to include in notification to the individual under 45 C.F.R. § 164.404.

**3. Mitigation.** BA shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to BA of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations; provided, however, that such mitigation efforts by BA shall not require BA to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of PHI, unless (i) otherwise agreed in writing by the parties, (2) BA bears responsibility for the unauthorized or unlawful access or use or disclosure of PHI, or (3) required by applicable federal or state laws or regulations; provided, further, however, that BA shall remain fully responsible for all aspects of its reporting duties to CE under Section D(1) and Section D(2).

**E. Business Associate's Subcontractors and Agents.** BA shall ensure that any agents or Subcontractors to whom it provides Protected Information agree to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits EPHI on behalf of the CE, BA shall ensure that any of BA's agents or Subcontractors to whom it provides Protected Information agree to implement the safeguards required by Section C above with respect to such EPHI.

**F. Access to Protected Information.** To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or Subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

**G. Amendment of PHI.** To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

**H. Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or Subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and its obligations under the HITECH Act, including but not limited to 42 U.S.C. § 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include, to the extent known to BA: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The accounting must be provided without cost to the individual or the requesting party if it is the first accounting requested by such individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, BA may charge the individual or party requesting the accounting a reasonable cost-based fee in responding to the request, to the extent permitted by applicable law, so long as BA informs the individual or requesting party in advance of the fee and the individual or requesting party is afforded an opportunity to withdraw or modify the request. BA shall notify CE within five (5) business days of receipt of any request by an individual or other requesting party for an accounting of disclosures. The provisions of this Section H shall survive the termination of this BAA.

**I. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule. BA shall immediately notify CE of any requests made by the Secretary and provide CE with copies of any documents produced in response to such request.

**J. Minimum Necessary.** BA (and its agents or Subcontractors) shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Because the definition of "minimum necessary" is in flux, BA shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary." Notwithstanding the foregoing, BA must limit its (and its agents or Subcontractors) uses and disclosures of Protected Information to be consistent with CE's minimum necessary policies and procedures as furnished to BA.

**K. Permissible Requests by Covered Entity.** CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if done by CE or BA. CE shall not direct BA to act in a manner that would not be compliant with the Security Rule, the Privacy Rule, or the HITECH Act.

**L. Breach Pattern or Practice.** If CE knows of a pattern of activity or practice of the BA that constitutes a material breach or violation of BA's obligations under this BAA or other arrangement, CE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CE must terminate the applicable Agreement to which the breach and/or violation relates if feasible. If BA knows of a pattern of activity or practice of an agent or Subcontractor that constitutes a material breach or violation of the agent or Subcontractor's obligations under its BAA or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the applicable agreement to which the breach and/or violation relates if feasible.

**III. Indemnification; Limitation of Liability.** To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the negligent acts or omissions of BA or its agents, Subcontractors or employees in connection with the representations, duties and obligations of BA under this Agreement. Any limitation of liability contained in the applicable Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of this BAA.

**IV. Business Associate's Insurance.** BA shall obtain insurance for itself and all its employees, agents and independent contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of Commercial General Liability insurance and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA's receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

**V. Term and Termination.**

**A. Term.** The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE.

## **B. Termination.**

**1. Material Breach by BA.** Upon any material breach of this BAA by BA, CE shall provide BA with written notice of such breach and such breach shall be cured by BA within thirty (30) business days of such notice. If such breach is not cured within such time period, CE or BA may immediately terminate this BAA and the applicable Agreement.

**2. Effect of Termination.** Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, BA shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

**VI. Assistance in Litigation.** BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreements or this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its shareholders, directors, officers, agents or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.

**VII. Compliance with State Law.** Nothing in this BAA shall be construed to require BA to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

**VIII. Compliance with 42 C.F.R. Part 2.** CE is also subject to the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, which requires certain programs to enter into contracts with qualified service organizations (as defined in 42 C.F.R. § 2.11) that may have access to certain patient medical information. BA acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from CE, BA is fully bound by 42 C.F.R. Part 2. BA agrees to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. To the extent any provisions of 42 C.F.R. Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, HIPAA, the HITECH Act, or other applicable laws, 42 C.F.R. Part 2 controls.

**IX. Amendment to Comply with Law.** Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable

Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

**X. No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**XI. Notices.** All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed as follows:

**If to CE:** Tri-City Mental Health Authority  
1717 N. Indian Hill Blvd., Suite B  
Claremont, CA 91711  
Attn: Privacy Officer

**If to BA:** Richards, Watson & Gershon  
350 South Grand Avenue, 37th Floor  
Los Angeles, CA 90071  
Attn: Steven Fowler

**With a copy to:** Hooper, Lundy & Bookman, P.C.  
1875 Century Park East, Suite 1600  
Los Angeles, CA 90067  
Attn: Linda Kollar, Esq.  
Fax: 310-551-8181

or to such other persons or places as either party may from time to time designate by written notice to the other.

**XII. Interpretation.** The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

**XIII. Entire Agreement of the Parties.** This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or

agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

**XIV. Regulatory References.** A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.

**XV. Counterparts.** This BAA may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this BAA as of the BAA Effective Date.

**AGREED AND ACCEPTED:**

TRI-CITY MENTAL HEALTH  
AUTHORITY  
\_\_\_\_\_  
**Name of Covered Entity**

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

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Title**

\_\_\_\_\_  
**Date**

RICHARDS, WATSON & GERSHON  
\_\_\_\_\_  
**Name of Business Associate**

*[Signature]*  
\_\_\_\_\_  
**Authorized Signature**

Kayser O. Sume  
\_\_\_\_\_  
**Print Name**

Chairman, Board of Directors  
\_\_\_\_\_  
**Print Title**

March 8, 2023  
\_\_\_\_\_  
**Date**

**EXHIBIT D**

**CONTRACTOR'S ATTESTATION THAT NEITHER IT NOR ANY OF ITS STAFF MEMBERS ARE RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM**

\_\_\_\_\_  
 Contractor's Name                      Last    First

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

**Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?**

\_\_\_\_\_ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

\_\_\_\_\_ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

\_\_\_\_\_  
 Date    Contractor or Vendor's Name                      Contractor or Vendor's Signature

\_\_\_\_\_  
 Date    TCMHA Executive Official's Name                      TCMHA Executive Official's Signature

**DISTRIBUTION:**

ORIGINAL  
 COPIES:                      HR Representative  
    Contractor  
    Finance





**Tri-City Mental Health Authority  
MONTHLY STAFF REPORT**

**DATE:** March 15, 2023  
**TO:** Governing Board of Tri-City Mental Health Authority  
**FROM:** Rimmi Hundal, Executive Director  
**SUBJECT:** Executive Director's Monthly Report

---

Through the Statewide Workforce Education and Training Plan Tri-City is a part of the the Southern Counties Regional Partnership (SCRCP). Through this membership we can participate in regional trainings with the employees from other counties and share trainings materials from subject matter experts. This year again, SCRCP chose to have their annual conference in Pomona and our staff had the privilege of attending in person. This year's conference focused on "Strategies for Addressing Trauma". I received positive feedback from our staff that attended the two-day conference this week.

**STAFFING – Month Ending February 2023**

- Total Staff is 202 full-time and 9 part-time plus 40 full-time vacancies 2 part-time vacancies for a total of 247 positions.
- There were 2 new hires in February 2023.
- There were 1 separation in February 2023.

Workforce Demographics in February 2023:

- American Indian or Alaska Native = 0.47%
- Asian = 10.43%
- Black or African American = 8.06%
- Hispanic or Latino = 57.35%
- Native Hawaiian or Other Pacific Islander = 0.47%
- Other = 7.11%
- Two or more races = 1.90%
- White or Caucasian = 14.22%

Position Posted in February 2023:

- Administrative Assistant (1 FTE)
- Clinical Supervisor – Wellness Center (1 FTE)
- Clinical Therapist I/II - Adult (4 FTEs) *1 hire pending*
- Clinical Therapist I/II – Child & Family (1 FTE)
- Clinical Therapist II – PACT (1 FTE)
- Clinical Wellness Advocate I/II/III (1.5 FTEs)
- Community Navigator (2 FTEs)



**Governing Board of Tri-City Mental Health Authority**  
**Monthly Staff Report of Rimmi Hundal**  
**February 15, 2023**  
**Page 2**

- Mental Health Specialist – AOP (2 FTEs) *1 hire pending*
- Mental Health Specialist – Child & Family (2 FTEs)
- Mental Health Specialist – Access to Care (1 FTE)
- Mental Health Worker (1 FTE)
- MHSA Projects Manager (1 FTE)
- Program Analyst II (1 FTE)
- Program Support Assistant I (.5 FTE)
- Program Support Assistant II (3 FTEs) *3 hires pending*
- Program Support Assistant IV (1 FTE) *1 hire pending*
- Psychiatric Technician I/II/III (1 FTE)
- Psychiatrist I/II (1 FTE)
- Quality Improvement Specialist I (1 FTE)
- Workforce Education & Training Supervisor (1 FTE)

**COVID-19 UPDATE**

Effective April 3, 2023, the California Department of Public Health will be sunsetting the requirement that all healthcare workers be vaccinated for COVID-19. Therefore, the need to report on continued vaccinations for Tri-City staff will cease. As of February 1, 2023, Tri-City staff have a vaccination compliancy rate of 87.14% with a vaccination booster compliancy rate of 97.33%.

Also, it is expected that as of April 3, 2023, the requirements that all staff and visitors be vaccinated at healthcare settings will cease, therefore, allowing staff, clients and visitors to be unmasked onsite.



**Tri-City Mental Health Authority  
MONTHLY STAFF REPORT**

**DATE:** March 15, 2023

**TO:** Governing Board of Tri-City Mental Health Authority  
Rimmi Hundal, Executive Director

**FROM:** Diana Acosta, CPA, Chief Financial Officer

**SUBJECT:** Monthly Finance and Facilities Report

---

**UNAUDITED FINANCIAL STATEMENTS FOR THE SEVEN MONTHS ENDED  
JANUARY 31, 2023 (2023 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the seven months ended January 31, 2023. These financial statements include the activities from the clinical outpatient operations as well as activities from the implemented MHSA programs under the CSS, PEI, INN, WET and CFTN plans.

The increase in net position (income) is approximately \$8.0 million. MHSA operations accounted for approximately \$8.3 million of the increase, which is primarily the result of recognizing MHSA revenues on hand at the beginning of the fiscal year. MHSA non-operating revenues are reflected when MHSA funds have been received and are eligible to be spent.

During fiscal 2022, Tri-City received MHSA funding of approximately \$17.3 million, of which \$13.3 million were for approved programs for fiscal 2022-23 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2022. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2022-23. In addition, during this current fiscal year 2022-23 approximately \$7.8 million in MHSA funding has been received of which \$3.1 million was identified and approved for use in the current fiscal year 2022-23 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$16.4 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The decrease in net position of approximately \$296 thousand is from Clinic outpatient operations, which is the result of operations for the seven months ended January 31, 2023 which includes one-time payments made at the beginning of the year.

**Governing Board of Tri-City Mental Health Authority**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Diana Acosta**  
**March 15, 2023**  
**Page 2**

The total cash balance at January 31, 2023 was approximately \$40.3 million, which represents a decrease of approximately \$63 thousand from the June 30, 2022 balance of approximately \$39.9 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had an increase in cash of approximately \$734 thousand primarily as a result timing of cash receipts from LADMH. MHSA operations reflected a decrease in cash of approximately \$795 thousand, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$7.8 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$4.9 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the seven months ended January 31, 2023.

## **UPCOMING, CURRENT EVENTS & UPDATES**

### Overall Financial Update:

We continue to closely monitor for any new developments and updated revenue projections from CBHDA. As such, planning appropriately to ensure we meet the needs of our community, and having the ability to make changes as we go will be necessary in the upcoming years, especially if projections wind up being significantly different than currently projected.

### CalAIM:

Tri-City management continues to follow information updates by CBHDA and LA DMH to prepare for the transition away from a cost reimbursement model to a fee-for-service model that will be resulting from the CalAIM initiatives. Rates have now been set by the State and thus provided to the Counties. LA DMH has since provided all of their providers rates which will be effective July 1, 2023. Having the rates is just one step with many more to come as we near the July 1, 2023 effective date. Tri-City, along with all providers in LA County, are awaiting new contracts/amendments, detailed instructions on billing mechanics and necessary changes that will need to be applied to our EHR in order to bill properly as of the effective date. As always, Management will continue to keep the Board informed of progress or any changes we may see along the way.

**Governing Board of Tri-City Mental Health Authority**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Diana Acosta**  
**March 15, 2023**  
**Page 3**

MHSA Funding Updates:

**Estimated Current Cash Position** – The following table represents a brief summary of the estimated (unaudited) current MHSA cash position as of the seven months ended January 31, 2023.

	<b>MHSA</b>
Cash at January 31, 2023	\$ 40,261,775
Receivables net of Reserve for Cost Report Settlements	888,341
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2022-23	(6,306,231) **
Reserved for future CFTN Projects including approved TCG Project	(3,229,299)
Total Estimated Adjustments to Cash	<u>(10,847,189)</u>
Estimated Available at June 30, 2023	<u>\$ 29,414,586</u>
Estimated remaining MHSA funds to be received in FY 2022-23	\$ 7,179,092

\* Per SB 192, Prudent Reserves are required to be maintained at an amount that does not exceed 33% of the average Community Services and Support (CSS) revenue received for the fund, in the preceding 5 years.

\*\* Estimated based on to-date actuals projected through year-end June 30, 2023, net of estimated Medi-Cal revenue, including actual and estimated amounts to year end 06/30/2023.

**MHSA Expenditures and MHSA Revenue Receipts** – As announced at the June 15, 2022 Governing Board meeting, MHSA actual revenue receipts during fiscal year 2021-22 had actually exceeded the original projected amounts by approximately \$4.7 million. The Fiscal Year 2021-22 Operating budget included a projection of \$12.6 million in MHSA cash collections while the actual receipts totaled \$17.3 million.

Based on prior estimates disclosed by CBHDA, the amount of MHSA funds projected to be collected in Fiscal year 2022-23 were expected to be in line with what was just collected in the prior year (FY 21-22). As such the Fiscal Year 2022-23 Operating budget reflects a projected collection of MHSA funds totaling \$16.5 million. As noted in the table below, the original estimate of new funding in the MHSA Annual Update was \$11.1 million. As a result of the updated projections the MHSA revenues are now expected to be \$5.3 million higher.

Based on the recent announcement that tax filings are delayed until October of 2023, for individuals living in Counties who experienced weather related States of Emergency, the latest projections indicate that MHSA receipts may be as low as \$12.3 million for fiscal year 2022-23. Just like we experienced in fiscal year 2019-20, cash receipts are

**Governing Board of Tri-City Mental Health Authority**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Diana Acosta**  
**March 15, 2023**  
**Page 4**

anticipated to decrease significantly for the remainder of the fiscal year while a significant increase in cash receipts will occur in fiscal year 2023-24.

For reference the following is the information included in the MHSА Fiscal Year 2022-23 Annual Update:

<u>Included in the MHSА FY 2022-23 Annual Update</u>	<u>CSS</u>	<u>PEI</u>	<u>Innovation</u>	<u>WET</u>	<u>CFTN</u>	<u>Totals</u>
Estimated Unspent Funds from Prior Fiscal Years	19,278,875	4,037,204	2,697,746	808,952	1,529,299	28,352,076
Transfers in FY 2022-23	(2,700,000)	-		1,000,000	1,700,000	-
Available for Spending in FY 2022-23	16,578,875	4,037,204	2,697,746	1,808,952	3,229,299	28,352,076
Approved Plan Expenditures during FY 2022-23	(12,284,819)	(2,221,506)	(253,661)	(857,628)	(703,183)	(16,320,797)
Remaining Cash before new funding	4,294,056	1,815,698	2,444,085	951,324	2,526,116	12,031,279
Estimated New FY 2022-23 Funding	8,477,602	2,119,401	557,737			11,154,740
Estimated Ending FY 2022-23 Unspent Fund Balance	12,771,658	3,935,099	3,001,822	951,324	2,526,116	23,186,019

For reference the following information demonstrates the changes in estimated cash flow between the MHSА Fiscal Year 2022-23 Annual Update and the Fiscal Year 2022-23 Operating Budget:

<u>Included in the FY 2022-23 Operating Budget</u>	<u>CSS</u>	<u>PEI</u>	<u>Innovation</u>	<u>WET</u>	<u>CFTN</u>	<u>Totals</u>
<i>Updated</i> Funding Estimates for FY 2022-23	12,519,290	3,129,822	823,638	-	-	16,472,750
Previously Estimated New FY 2022-23 Funding	8,477,602	2,119,401	557,737	-	-	11,154,740
Difference/Projected Additional Funding	4,041,688	1,010,421	265,901	-	-	5,318,010

**MHSА Reversion Update:**

Each remittance of MHSА funds received by Tri-City is required to be allocated among three of the five MHSА Plans, CSS, PEI and INN. The first 5% of each remittance is required to be allocated to INN and the remaining amount is split 80% to CSS and 20% to PEI. While the WET and the CapTech plans have longer time frames in which to spend funds (made up of one-time transfers into these two plans), the CSS, PEI and INN plans have three years.

Amounts received within the CSS and PEI programs must be expended within three years of receipt. INN amounts must be programmed in a plan that is approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) within three years of receipt, and spent within the life of the approved program. Upon approval by the MHSOAC, INN amounts have to be expended within the life of said program. For example, a program approved for a five-year period will have the full five years associated with the program to expend the funds.

**Governing Board of Tri-City Mental Health Authority**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Diana Acosta**  
**March 15, 2023**  
**Page 5**

To demonstrate the three-year monitoring, the following tables are **excerpts** from DHCS's annual reversion report received by Tri-City in May of 2022 based on the fiscal year 2020-21 Annual Revenue and Expense Report (ARER) and then updated with more current information through June 30, 2022 ARER, audited financial statements:

**CSS reversion waterfall analysis**

CSS amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	8,676,848	8,797,914	9,293,482	11,824,329	13,178,277	51,770,850
<b>Expended in:</b>						
2017-18						-
2018-19	939,014					939,014
2019-20	7,737,834	1,290,269				9,028,103
2020-21		7,507,645	746,924			8,254,569
2021-22			8,546,558	876,533		9,423,091
2022-23 **				10,947,796	1,337,023	12,284,819
2023-24						-
<b>Total Expended</b>	<b>8,676,848</b>	<b>8,797,914</b>	<b>9,293,482</b>	<b>11,824,329</b>	<b>1,337,023</b>	<b>39,929,596</b>
<b>Unspent Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,841,254</b>	<b>11,841,254</b>

\*\*=Planned Expenditures based on approved MHSA Plan

**PEI reversion waterfall analysis**

PEI amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	2,145,788	2,119,324	2,176,109	2,948,240	3,294,569	12,684,030
<b>Expended in:</b>						
2017-18	726,119					726,119
2018-19	1,419,669	387,017				1,806,686
2019-20		1,644,825				1,644,825
2020-21		87,482	1,746,984			1,834,466
2021-22			429,125	1,306,697		1,735,822
2022-23 **				1,641,543	579,963	2,221,506
2023-24						-
<b>Total Expended</b>	<b>2,145,788</b>	<b>2,119,324</b>	<b>2,176,109</b>	<b>2,948,240</b>	<b>579,963</b>	<b>9,969,424</b>
<b>Unspent Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,714,606</b>	<b>2,714,606</b>

\*\*=Planned Expenditures based on approved MHSA Plan

## **FACILITIES DEPARTMENT**

### Status of Governing Board Approved Upcoming, Current or Ongoing projects:

- The Community Garden Upgrades: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. The most recent update includes having received approval from the City to move forward on this project as of June 6, 2022 and immediately after this approval, a Request for Proposal was prepared. In July of 2022 the first RFP was posted and resulted with only one bidder who later withdrew their proposal. In September of 2022 the RFP was once again posted and also resulted in only one bidder. The contractor that submitted a bid is being recommended for this project and we are working on bringing the contract for the Board's approval as soon as possible and aiming for the next Governing Board meeting. Target date for project completion is within the 2022-23 fiscal year.
- Office Space Remodel at the MHSA Administrative Building: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. This project had previously been temporarily on hold until the Electrical/Power Upgrade Project was complete as this project was also being performed in the same building. The Electrical was completed in November of 2022. At the November of 2022 Governing Board Meeting an agreement with a design firm was approved for services to include the preparation of formal plans, a Request For Proposal and construction management for the project. Presently, our Facilities Department is closely working with the design firm on finalizing the design and formal plans. As of the date of this report, formal construction plans have now been submitted to the City for approval and once approved, the next phase will be soliciting contractors through an RFP process. Target date of project completion will be closer to end of calendar year 2023.

### Attachments:

*Attachment 8-A: January 31, 2023 Unaudited Monthly Financial Statements*

**TRI-CITY MENTAL HEALTH AUTHORITY  
CONSOLIDATING STATEMENTS OF NET POSITION**

	AT JANUARY 31, 2023			AT JUNE 30, 2022		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
<b>Current Assets</b>						
Cash	\$ 8,033,555	\$ 32,228,219	\$ 40,261,775	\$ 8,386,759	\$ 31,504,790	\$ 39,891,549
Accounts receivable, net of reserve for uncollectible accounts \$601,134 at January 31, 2023 and \$619,443 at June 30, 2022	3,870,239	3,547,412	7,417,651	5,136,408	3,180,707	8,317,115
Total Current Assets	<u>11,903,795</u>	<u>35,775,631</u>	<u>47,679,426</u>	<u>13,523,167</u>	<u>34,685,497</u>	<u>48,208,664</u>
<b>Property and Equipment</b>						
Land, building, furniture and equipment	3,836,681	9,793,173	13,629,854	3,828,354	9,742,614	13,570,969
Accumulated depreciation	(2,730,578)	(4,389,624)	(7,120,202)	(2,646,773)	(4,138,210)	(6,784,983)
Rights of use assets-building lease	1,753,343	-	1,753,343	1,753,343	-	1,753,343
Accumulated amortization-building lease	(888,240)	-	(888,240)	(679,424)	-	(679,424)
Total Property and Equipment	<u>1,971,206</u>	<u>5,403,549</u>	<u>7,374,755</u>	<u>2,255,500</u>	<u>5,604,404</u>	<u>7,859,904</u>
<b>Other Assets</b>						
Deposits and prepaid assets	251,778	451,556	703,334	38,122	508,459	546,581
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	<u>2,222,984</u>	<u>8,655,105</u>	<u>10,878,089</u>	<u>2,293,622</u>	<u>8,912,863</u>	<u>11,206,485</u>
<b>Total Assests</b>	<u>14,126,779</u>	<u>44,430,737</u>	<u>58,557,515</u>	<u>15,816,789</u>	<u>43,598,360</u>	<u>59,415,149</u>
<b>Deferred Outflows of Resources</b>						
Deferred outflows related to the net pension liability	2,857,668	-	2,857,668	2,857,668	-	2,857,668
Total Deferred Outflows of Resources	<u>2,857,668</u>	<u>-</u>	<u>2,857,668</u>	<u>2,857,668</u>	<u>-</u>	<u>2,857,668</u>
<b>Total Assets and Deferred Outflows of Resouces</b>	<u>\$ 16,984,446</u>	<u>\$ 44,430,737</u>	<u>\$ 61,415,183</u>	<u>\$ 18,674,457</u>	<u>\$ 43,598,360</u>	<u>\$ 62,272,817</u>
<b>LIABILITIES</b>						
<b>Current Liabilities</b>						
Accounts payable	333,559	-	333,559	274,821	24,000	298,821
Accrued payroll liabilities	195,909	323,441	519,350	133,589	166,355	299,944
Accrued vacation and sick leave	600,002	1,054,106	1,654,107	619,557	1,052,384	1,671,941
Deferred revenue	92,952	-	92,952	41,584	-	41,584
Reserve for Medi-Cal settlements	3,289,544	2,659,071	5,948,615	3,482,631	2,894,431	6,377,063
Current portion of lease liability	149,155	-	149,155	357,971	-	357,971
Total Current Liabilities	<u>4,661,120</u>	<u>4,036,617</u>	<u>8,697,738</u>	<u>4,910,153</u>	<u>4,137,171</u>	<u>9,047,324</u>
<b>Intercompany Acct-MHSA &amp; TCMH</b>	<u>(404,903)</u>	<u>404,903</u>	<u>-</u>	<u>740,003</u>	<u>(740,003)</u>	<u>-</u>
<b>Long-Term Liabilities</b>						
Mortgages and home loan	-	29,435	29,435	-	29,435	29,435
Lease liability	715,948	-	715,948	715,948	-	715,948
Net pension liability	2,302,724	-	2,302,724	2,302,724	-	2,302,724
Unearned MHSA revenue	-	5,849,358	5,849,358	-	1,027,955	1,027,955
Total Long-Term Liabilities	<u>3,018,672</u>	<u>5,878,793</u>	<u>8,897,465</u>	<u>3,018,672</u>	<u>1,057,390</u>	<u>4,076,062</u>
<b>Total Liabilities</b>	<u>7,274,890</u>	<u>10,320,313</u>	<u>17,595,202</u>	<u>8,668,828</u>	<u>4,454,558</u>	<u>13,123,386</u>
<b>Deferred Inflow of Resources</b>						
MHSA revenues restricted for future period	-	-	-	-	13,290,168	13,290,168
Deferred inflows related to the net pension liability	2,010,157	-	2,010,157	2,010,157	-	2,010,157
Total Deferred Inflow of Resources	<u>2,010,157</u>	<u>-</u>	<u>2,010,157</u>	<u>2,010,157</u>	<u>13,290,168</u>	<u>15,300,325</u>
<b>NET POSITION</b>						
Invested in capital assets net of related debt	1,106,103	5,374,114	6,480,218	1,181,581	5,574,969	6,756,550
Restricted for MHSA programs	-	28,706,875	28,706,875	-	20,249,230	20,249,230
Unrestricted	6,593,296	29,435	6,622,731	6,813,891	29,435	6,843,326
Total Net Position	<u>7,699,399</u>	<u>34,110,424</u>	<u>41,809,823</u>	<u>7,995,472</u>	<u>25,853,634</u>	<u>33,849,106</u>
<b>Total Liabilities, Deferred Inflows of Resources and Net Position</b>	<u>\$ 16,984,446</u>	<u>\$ 44,430,737</u>	<u>\$ 61,415,183</u>	<u>\$ 18,674,457</u>	<u>\$ 43,598,360</u>	<u>\$ 62,272,817</u>

**Definitions:**

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)



**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**SEVEN MONTHS ENDED JANUARY 31, 2023 AND 2022**

	PERIOD ENDED 1/31/23			PERIOD ENDED 1/31/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>OPERATING REVENUES</b>						
Medi-Cal FFP	\$ 1,433,929	\$ 2,018,377	\$ 3,452,306	\$ 1,914,271	\$ 1,628,426	\$ 3,542,697
Medi-Cal FFP FYE Prior Year	295,388	310,501	605,889	-	-	-
Medi-Cal SGF-EPSDT	352,838	455,155	807,993	461,358	375,119	836,477
Medi-Cal SGF-EPSDT Prior Year	109,890	116,587	226,477	-	-	-
Medicare	3,656	1,398	5,054	7,396	3,751	11,146
Contracts	7,500	17,564	25,064	10,000	16,845	26,845
Patient fees and insurance	496	57	553	511	98	610
Rent income - TCMH & MHSA Housing	6,468	39,090	45,558	7,603	42,686	50,289
Other income	473	139	611	573	202	775
<b>Net Operating Revenues</b>	<b>2,210,637</b>	<b>2,958,866</b>	<b>5,169,504</b>	<b>2,401,713</b>	<b>2,067,126</b>	<b>4,468,839</b>
<b>OPERATING EXPENSES</b>						
Salaries, wages and benefits	4,613,931	8,681,737	13,295,667	4,679,716	6,809,937	11,489,653
Facility and equipment operating cost	344,443	691,447	1,035,890	462,662	752,328	1,214,990
Client lodging, transportation, and supply expense	10,732	441,384	452,116	153,727	572,548	726,276
Depreciation & amortization	168,388	375,647	544,035	91,861	242,054	333,915
Other operating expenses	347,162	1,004,350	1,351,513	345,236	692,442	1,037,678
<b>Total Operating Expenses</b>	<b>5,484,655</b>	<b>11,194,565</b>	<b>16,679,220</b>	<b>5,733,202</b>	<b>9,069,310</b>	<b>14,802,512</b>
<b>OPERATING (LOSS) (Note 1)</b>	<b>(3,274,018)</b>	<b>(8,235,699)</b>	<b>(11,509,717)</b>	<b>(3,331,490)</b>	<b>(7,002,184)</b>	<b>(10,333,673)</b>
<b>Non-Operating Revenues (Expenses)</b>						
Realignment	2,920,128	-	2,920,128	2,223,965	-	2,223,965
MHSA funds	-	16,352,860	16,352,860	-	11,870,954	11,870,954
Grants and Contracts	26,733	-	26,733	316,434	-	316,434
Interest Income	31,085	139,628	170,714	7,382	34,308	41,690
Interest expense	-	-	-	(11,840)	-	(11,840)
Gain/(Loss) on disposal of assets	-	-	-	(1,464)	-	(1,464)
<b>Total Non-Operating Revenues (Expense)</b>	<b>2,977,945</b>	<b>16,492,488</b>	<b>19,470,434</b>	<b>2,534,478</b>	<b>11,905,262</b>	<b>14,439,740</b>
<b>INCOME (LOSS)</b>	<b>(296,072)</b>	<b>8,256,790</b>	<b>7,960,717</b>	<b>(797,012)</b>	<b>4,903,078</b>	<b>4,106,067</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>(296,072)</b>	<b>8,256,790</b>	<b>7,960,717</b>	<b>(797,012)</b>	<b>4,903,078</b>	<b>4,106,067</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	<b>7,995,472</b>	<b>25,853,634</b>	<b>33,849,106</b>	<b>4,787,631</b>	<b>24,868,486</b>	<b>29,656,117</b>
<b>NET POSITION, END OF MONTH</b>	<b>\$ 7,699,399</b>	<b>\$ 34,110,424</b>	<b>\$ 41,809,823</b>	<b>\$ 3,990,619</b>	<b>\$ 29,771,564</b>	<b>\$ 33,762,184</b>

(Note 1) "Operating Loss" reflects loss before realignment funding and MHSA funding which is included in non-operating revenues.

**Definitions:**

**Medi-Cal FFP**= Federal Financial Participation Reimbursement

**Medi-Cal SGF-EPSDT**=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

**TCMH**=Tri-City's Outpatient Clinic

**MHSA**=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY  
CONSOLIDATING STATEMENTS OF CASH FLOWS  
SEVEN MONTHS ENDED JANUARY 31, 2023 AND 2022**

	PERIOD ENDED 1/31/23			PERIOD ENDED 1/31/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>Cash Flows from Operating Activities</b>						
Cash received from and on behalf of patients	\$ 2,570,450	\$ 2,365,933	\$ 4,936,383	\$ 2,249,868	\$ 2,179,882	\$ 4,429,749
Cash payments to suppliers and contractors	(955,800)	(2,228,512)	(3,184,312)	(1,291,534)	(2,011,725)	(3,303,259)
Payments to employees	(4,571,165)	(8,522,929)	(13,094,095)	(5,350,646)	(6,810,927)	(12,161,574)
	<u>(2,956,516)</u>	<u>(8,385,509)</u>	<u>(11,342,024)</u>	<u>(4,392,313)</u>	<u>(6,642,771)</u>	<u>(11,035,083)</u>
<b>Cash Flows from Noncapital Financing Activities</b>						
MHSA Funding	-	7,819,609	7,819,609	-	10,359,476	10,359,476
CalHFA-State Administered Projects	-	64,485	64,485	-	110	110
Realignment	3,578,350	-	3,578,350	2,223,965	-	2,223,965
Grants and Contracts	148,100	-	148,100	311,972	-	311,972
	<u>3,726,450</u>	<u>7,884,094</u>	<u>11,610,544</u>	<u>2,535,938</u>	<u>10,359,586</u>	<u>12,895,524</u>
<b>Cash Flows from Capital and Related Financing Activities</b>						
Purchase of capital assets	(8,327)	(50,559)	(58,886)	(54,439)	(200,191)	(254,630)
Principal paid on capital debt	-	-	-	(771,676)	-	(771,676)
Interest paid on capital debt	-	-	-	(11,840)	-	(11,840)
Intercompany-MHSA & TCMH	(1,144,906)	1,144,906	-	775,800	(775,800)	-
	<u>(1,153,233)</u>	<u>1,094,347</u>	<u>(58,886)</u>	<u>(62,154)</u>	<u>(975,991)</u>	<u>(1,038,145)</u>
<b>Cash Flows from Investing Activities</b>						
Interest received	56,406	318,336	374,743	7,566	47,664	55,229
Sale of investments	-	-	-	(1,464)	-	(1,464)
	<u>56,406</u>	<u>318,336</u>	<u>374,743</u>	<u>6,102</u>	<u>47,664</u>	<u>53,766</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	(326,892)	911,269	584,376	(1,912,427)	2,788,488	876,061
<b>Cash Equivalents at Beginning of Year</b>	8,386,759	31,504,790	39,891,549	8,578,296	26,320,242	34,898,537
<b>Cash Equivalents at End of Month</b>	<u>\$ 8,059,866</u>	<u>\$ 32,416,059</u>	<u>\$ 40,475,925</u>	<u>\$ 6,665,869</u>	<u>\$ 29,108,730</u>	<u>\$ 35,774,598</u>
<b>Cash from the Balance Sheet</b>	<u>8,033,555</u>	<u>32,228,219</u>	<u>40,261,775</u>			
<b>YTD Gain/(Loss) from GASB 31 Fair Market Value</b>	<u>\$ (26,311)</u>	<u>\$ (187,840)</u>	<u>\$ (214,151)</u>			

**Definitions:**

**TCMH**=Tri-City's Outpatient Clinic

**MHSA**=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**ACTUAL TO BUDGET COMPARISON**  
**SEVEN MONTHS ENDING JANUARY 31, 2023**  
**(UNAUDITED)**

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
<b>OPERATING REVENUES</b>									
Medi-Cal FFP	\$ 1,563,718	\$ 3,710,691	\$ (2,146,973)	\$ 2,201,065	\$ 3,416,540	\$ (1,215,474)	\$ 3,764,783	\$ 7,127,230	\$ (3,362,447)
Medi-Cal SGF-EPSDT	384,774	1,225,258	(840,484)	496,352	974,378	(478,026)	881,126	2,199,637	(1,318,510)
Medicare	3,656	7,000	(3,344)	1,398	1,225	173	5,054	8,225	(3,171)
Patient fees and insurance	496	642	(146)	57	-	57	553	642	(89)
Contracts	7,500	11,667	(4,167)	17,564	14,583	2,981	25,064	26,250	(1,186)
Rent income - TCMH & MHSA Housing	6,468	6,468	-	39,090	40,833	(1,744)	45,558	47,301	(1,744)
Other income	473	642	(169)	139	-	139	611	642	(31)
Provision for contractual disallowances	(161,725)	(481,462)	319,737	(223,886)	(439,092)	215,206	(385,610)	(920,554)	534,943
Provision for contractual disallowances prior year	405,278	-	405,278	427,087	-	427,087	832,365	-	832,365
<b>Net Operating Revenues</b>	<b>2,210,637</b>	<b>4,480,905</b>	<b>(2,270,268)</b>	<b>2,958,866</b>	<b>4,008,468</b>	<b>(1,049,601)</b>	<b>5,169,504</b>	<b>8,489,373</b>	<b>(3,319,870)</b>
<b>OPERATING EXPENSES</b>									
Salaries, wages and benefits	4,613,931	6,178,786	(1,564,856)	8,681,737	9,969,232	(1,287,495)	13,295,667	16,148,018	(2,852,351)
Facility and equipment operating cost	356,216	551,244	(195,027)	693,004	1,164,427	(471,423)	1,049,220	1,715,671	(666,451)
Client program costs	6,457	32,360	(25,903)	410,103	627,184	(217,081)	416,560	659,544	(242,984)
Grants	-	-	-	56,750	192,500	(135,750)	56,750	192,500	(135,750)
MHSA training/learning costs	-	-	-	62,890	55,417	7,473	62,890	55,417	7,473
Depreciation & amortization	168,388	95,334	73,054	375,647	253,691	121,956	544,035	349,025	195,010
Other operating expenses	339,663	329,059	10,604	914,435	939,260	(24,825)	1,254,098	1,268,319	(14,221)
<b>Total Operating Expenses</b>	<b>5,484,655</b>	<b>7,186,782</b>	<b>(1,702,127)</b>	<b>11,194,565</b>	<b>13,201,711</b>	<b>(2,007,146)</b>	<b>16,679,220</b>	<b>20,388,493</b>	<b>(3,709,273)</b>
<b>OPERATING (LOSS)</b>	<b>(3,274,018)</b>	<b>(2,705,877)</b>	<b>(568,141)</b>	<b>(8,235,699)</b>	<b>(9,193,244)</b>	<b>957,545</b>	<b>(11,509,717)</b>	<b>(11,899,120)</b>	<b>389,404</b>
<b>Non-Operating Revenues (Expenses)</b>									
Realignment	2,920,128	2,566,667	353,461	-	-	-	2,920,128	2,566,667	353,461
MHSA Funding	-	-	-	16,352,860	14,780,860	1,572,000	16,352,860	14,780,860	1,572,000
Grants and contracts	26,733	469,583	(442,851)	-	-	-	26,733	469,583	(442,851)
Interest (expense) income, net	31,085	13,650	17,435	139,628	87,745	51,883	170,714	101,395	69,319
Total Non-Operating Revenues (Expense)	<b>2,977,945</b>	<b>3,049,900</b>	<b>(71,955)</b>	<b>16,492,488</b>	<b>14,868,605</b>	<b>1,623,883</b>	<b>19,470,434</b>	<b>17,918,505</b>	<b>1,551,929</b>
<b>INCREASE(DECREASE) IN NET POSITION</b>	<b>\$ (296,072)</b>	<b>\$ 344,023</b>	<b>\$ (640,096)</b>	<b>\$ 8,256,790</b>	<b>\$ 5,675,362</b>	<b>\$ 2,581,428</b>	<b>\$ 7,960,717</b>	<b>\$ 6,019,385</b>	<b>\$ 1,941,333</b>

**Definitions:**

**Medi-Cal FFP**= Federal Financial Participation Reimbursement

**Medi-Cal SGF-EPSDT**=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

**TCMH**=Tri-City's Outpatient Clinic

**MHSA**=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
SEVEN MONTHS ENDING JANUARY 31, 2023**

**COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:**

**TCMH==**TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

**MHSA==**MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CFTN PROGRAMS)

**Net Operating Revenues**

*Net operating revenues are lower than budget by approximately \$3.3 million for the following reasons:*

- 1 Medi-Cal FFP revenues for FY 2022-23** were \$3.4 million lower than the budget. Medi-Cal FFP revenues were approximately \$2.1 million lower for TCMH and \$1.2 million lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$1.6 million and the children program revenues were lower by \$495 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$607 thousand and the Children and TAY FSP programs were lower by \$608 thousand.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2022-23** were lower than budget by \$1.3 million of which \$840 thousand lower were from TCMH and \$478 thousand lower were from MHSA. SGF-EPSTD relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSTD) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.
  - > *Medi-Cal and Medi-Cal SGF-EPSTD revenues are recognized when the services are provided and can vary depending on the volume of services provided from month to month. Projected (budgeted) services are based on estimated staffing availability and the assumption that vacant positions will be filled. For the fiscal year 2022-23, Tri-City is in the process of migrating from its current electronic health records (EHR) system to a new EHR system, CERNER. During this transition and training period, low volume of billings are to be expected as staff are learning and adapting to the new EHR system.*
- 3 Medicare revenues** are approximately \$3 thousand lower than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Contract revenues** are lower than the budget by \$1 thousand.
- 5 Rent Incomes** are approximately \$2 thousand lower than the budget. The rental income represents the payments collected from Genoa pharmacy space leasing at the 2008 N. Garey and from the tenants staying at the MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2022-23 was \$535 thousand lower than budget due to lower revenues. Furthermore, a total of \$832 thousand in prior years reserves were written off based on the state cost report audit settlement for FY12-13 and FY13-14. This amount essentially resulted in an increase to the current fiscal year operating revenues.

**Operating Expenses**

*Operating expenses were lower than budget by approximately \$3.7 million for the following reasons:*

- 1 Salaries and benefits** are \$2.9 million lower than budget and of that amount, salaries and benefits are \$1.6 million lower for TCMH operations and are approximately \$1.3 million lower for MHSA operations. These variances are due to the following:
  - TCMH** salaries are lower than budget by \$1.1 million due to vacant positions and benefits are lower than budget by \$454 thousand. Benefits are budgeted as a percentage of the salaries. Therefore, when salaries are lower, benefits will also be lower.
  - MHSA** salaries are lower than budget by \$794 thousand. The direct program salary costs are lower by \$584 thousand due to vacant positions and the administrative salary costs are lower than budget by \$210 thousand. Benefits are lower than the budget by \$493 thousand. Of that, health insurance is lower than budget by \$311 thousand, retirement insurances are lower by \$60 thousand, state unemployment insurance is lower by \$44 thousand, workers compensation is lower by \$50 thousand, medicare tax and other insurances are lower by \$28 thousand.
- 2 Facility and equipment operating costs** were lower than the budget by \$666 thousand of which \$195 thousand lower were from TCMH and \$471 thousand lower were from MHSA. Lower facility costs were due to the implementation of the GASB 87 where most of the rent expense was reclassified as amortization expense (see depreciation and amortization below.) As for equipment, the lower costs were related to the CFTN expenses budgeted to be spent during the fiscal year that has not yet happened.
- 3 Client program costs** are lower than the budget by \$243 thousand mainly from MHSA due to lower FSP client costs.
- 4 Grants for fiscal year 2022-23** are approximately \$136 thousand lower than the budget mainly from the new Student Loan Forgiveness program under the WET plan which were scheduled to be disbursed during the last quarter of the fiscal year. Other grants awarded under the PEI Community Wellbeing project are in line with the budget.

**TRI-CITY MENTAL HEALTH AUTHORITY  
ACTUAL TO BUDGET VARIANCE EXPLANATIONS  
SEVEN MONTHS ENDING JANUARY 31, 2023**

**COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:**

**TCMH**==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

**MHSA**==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CFTN PROGRAMS)

- 5 **MHSA learning and training costs** are higher than the budget by approximately \$7 thousand.
- 6 **Depreciation and amortization** are \$195 thousand higher than the budget mainly due to the implementation of the GASB 87 where building leases are reported as the rights to use assets and the associated lease liabilities are recorded. These liabilities will then be gradually reduced as the rents are paid and the assets are monthly amortized.
- 7 **Other operating expenses** were lower than the budget by \$14 thousand of which \$11 thousand higher were from TCMH and \$25 thousand lower were from MHSA. At TCMH, the higher cost was partly due to the liability insurance share of cost for the Psychiatric Assessment Care Team (PACT) program with the City of Claremont Police Department. Attorney fees and security expense for TCMH were also higher. These higher costs were offset by lower professional fees. At MHSA, the lower costs were mainly from the professional fees, offset by higher security costs, attorney fees and liability insurance.

**Non-Operating Revenues (Expenses)**

*Non-operating revenues, net, are higher than budget by \$1.6 million as follows:*

- 1 **TCMH non-operating revenues** are \$72 thousand lower than the budget. Of that, realignment fund is higher than the budget by \$353 thousand due to timing, grants and contracts are lower than the budget by \$443 thousand due to timing with the anticipation that the Mental Health Student Services Act (MHSSA) program to start and ram up during the fiscal year 2022-23 and lastly, interest income net with fair market value is higher than budget by \$17 thousand due to higher interest rate earned.
- 2 **MHSA non-operating revenue** is higher than the budget by \$1.6 million. In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

The differences in actual to budget are broken out as follows:

	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>
<b>CSS funds received and available to be spent</b>	\$ 13,039,819	\$ 12,284,819	\$ 755,000
<b>PEI funds received and available to be spent</b>	3,038,507	2,221,507	817,000
<b>WET funds received and available to be spent</b>	-	-	-
<b>CFTN funds received and available to be spent</b>	-	-	-
<b>INN funds received and available to be spent</b>	274,534	274,534	-
<b>Non-operating revenues recorded</b>	<u>\$ 16,352,860</u>	<u>\$ 14,780,860</u>	<u>\$ 1,572,000</u>

**CSS recorded revenue** is \$755 thousand higher than the budget. On January 18, 2023, the Governing Board approved Tri-City's First Amendment to the MHSA annual update for FY2022-23 to add a new Access To Care (ATC) program to CSS plan retroactively to July 1, 2022. This adding of a new program resulted in the recording of \$755 thousand of additional revenue to the CSS plan for FY2022-23.

**PEI recorded revenue** is \$817 thousand higher than the budget. As mentioned above for the CSS plan, on January 18, 2023, the Governing Board at the same time approved to add a new School Based Services (SBS) program to PEI plan retroactively to July 1, 2022. This resulted in the recording of another \$817 thousand in revenue for the PEI plan for FY2022-23.

**INN recorded revenue** is in line with the budget.

**Interest income for MHSA** net with Fair Market Value is higher than budget by \$52 thousand due to higher interest rate earned.

**TRI-CITY MENTAL HEALTH AUTHORITY**  
**CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**SEVEN MONTHS ENDED JANUARY 31, 2023 AND 2022**

	PERIOD ENDED 1/31/23			PERIOD ENDED 1/31/22		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
<b>REVENUES</b>						
Medi-Cal FFP, net of reserves	\$ 1,433,929	\$ 2,018,377	\$ 3,452,306	\$ 1,914,271	\$ 1,628,426	\$ 3,542,697
Medi-Cal FFP FYE Prior Year	295,388	310,501	605,889	-	-	-
Medi-Cal SGF-EPSDT	352,838	455,155	807,993	461,358	375,119	836,477
Medi-Cal SGF-EPSDT Prior Year	109,890	116,587	226,477	-	-	-
Medicare	3,656	1,398	5,054	7,396	3,751	11,146
Realignment	2,920,128	-	2,920,128	2,223,965	-	2,223,965
MHSA funds	-	16,352,860	16,352,860	-	11,870,954	11,870,954
Grants and contracts	34,233	17,564	51,797	326,434	16,845	343,279
Patient fees and insurance	496	57	553	511	98	610
Rent income - TCMH & MHSA Housing	6,468	39,090	45,558	7,603	42,686	50,289
Other income	473	139	611	573	202	775
Interest Income	31,085	139,628	170,714	7,382	34,308	41,690
Gain on disposal of assets	-	-	-	(1,464)	-	(1,464)
<b>Total Revenues</b>	<b>5,188,583</b>	<b>19,451,355</b>	<b>24,639,937</b>	<b>4,948,030</b>	<b>13,972,388</b>	<b>18,920,418</b>
<b>EXPENSES</b>						
Salaries, wages and benefits	4,613,931	8,681,737	13,295,667	4,679,716	6,809,937	11,489,653
Facility and equipment operating cost	344,443	691,447	1,035,890	462,662	752,328	1,214,990
Client lodging, transportation, and supply expense	10,732	441,384	452,116	153,727	572,548	726,276
Depreciation & amortization	168,388	375,647	544,035	91,861	242,054	333,915
Interest expense	-	-	-	11,840	-	11,840
Other operating expenses	347,162	1,004,350	1,351,513	345,236	692,442	1,037,678
<b>Total Expenses</b>	<b>5,484,655</b>	<b>11,194,565</b>	<b>16,679,220</b>	<b>5,745,042</b>	<b>9,069,310</b>	<b>14,814,352</b>
<b>INCREASE (DECREASE) IN NET POSITION</b>	<b>(296,072)</b>	<b>8,256,790</b>	<b>7,960,717</b>	<b>(797,012)</b>	<b>4,903,078</b>	<b>4,106,067</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	7,995,472	25,853,634	33,849,106	4,787,631	24,868,486	29,656,117
<b>NET POSITION, END OF MONTH</b>	<b>\$ 7,699,399</b>	<b>\$ 34,110,424</b>	<b>\$ 41,809,823</b>	<b>\$ 3,990,619</b>	<b>\$ 29,771,564</b>	<b>\$ 33,762,184</b>

**NOTE: This presentation of the Change in Net Assets is NOT in accordance with GASB, but is presented only for a simple review of Tri-City's revenue sources and expenses.**

**Definitions:**

**Medi-Cal FFP**= Federal Financial Participation Reimbursement

**Medi-Cal SGF-EPSDT**=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

**TCMH**=Tri-City's Outpatient Clinic

**MHSA**=Mental Health Services Act (Proposition 63)



**Tri-City Mental Health Authority  
MONTHLY STAFF REPORT**

**DATE:** March 15, 2023

**TO:** Governing Board of Tri-City Mental Health Authority  
Rimmi Hundal, Executive Director

**FROM:** Elizabeth Renteria, LCSW, Chief Clinical Officer

**SUBJECT:** Monthly Clinical Services Report

---

**CLINICAL SERVICES SPOTLIGHT: Mental Health Student Services Act Grant**

In March 2022, Tri-City Mental Health Authority (Tri-City/TCMHA) accepted a Mental Health Student Services Act (MHSSA) grant from the California Mental Health Services Oversight and Accountability Commission (MHSOAC) in an effort to meet the following aims:

- To promote school mental health as a prime opportunity to reach and serve at-risk children, families, and neighborhoods.
- To reach children, youth, and their families in an environment where they are comfortable and that is accessible; and
- To help students succeed.

Through this MHSSA grant project, Tri-City is fostering stronger school-community mental health partnerships that can leverage resources to increase access to collaborative, culturally relevant, coordinated, family-driven, community and school-based services for high-risk youth and young adults (ages 25 and under) in Pomona, Claremont, and La Verne. Tri-City is following a “no wrong door” philosophy, removing barriers to timely access to care, and providing young residents with mental health services on school campuses. Services include early intervention, suicide prevention, drop-out prevention, evidence-based mental health practices, and development and coordination of service plans to address ongoing needs.

As part of its MHSSA project, Tri-City is making grant funds available for partners to support associated efforts that “provide increased access to mental health services in locations that are easily accessible to students and their families.” To ensure funds are used in alignment with the purpose and goals of the MHSSA grant program and Tri-City’s specific MHSSA project, potential Sub-grantees are required to review, complete, and submit MHSSA Sub-grant Application.

Established Tri-City MHSSA project partners are highly encouraged to apply for Sub-grant funds. Priority will be given to school partners previously identified in Tri-City’s MHSSA grant application. Identified partners include individual schools of each of the following educational systems (and the educational systems themselves):

**Governing Board of Tri-City Mental Health Authority**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Elizabeth Renteria, LCSW Chief Clinical Officer**  
**March 15, 2023**

- o Pomona Unified School District
- o Claremont Unified School District
- o Bonita Unified School District
- o The School of Arts and Enterprise
- o Los Angeles County Office of Education

- Community partner agencies that work with youth populations specific to Tri-City's MHSSA project (e.g., LGBTQ+, youth in foster care, youth who have been suspended or expelled) may apply for a Sub-grant as part of this application process. Community partner agencies may potentially receive a Sub-grant depending on availability of funds after awards are allotted to previously identified district/school entities listed above.
- Sub-grantees must provide services for youth in the Tri-City service area: Pomona, Claremont, and La Verne.

### **Funding**

- A total of \$860,000 is available for this Sub-grant opportunity through June 30, 2026. If additional funds remain available after this Sub-grant opportunity, Tri-City reserves the right to modify any contract to add additional funds. Awards will be based on the same criteria stated in this application.
- The Sub-grant award minimum will be \$16,000 and maximum will be \$48,000.
- Unspent funds and unspent accumulated interest, held by the Sub-grantees, will be monitored and may be returned to Tri-City unless there is an approved plan to fully expend these amounts. Sub-grantees must inform Tri-City of unspent funds as soon as possible or at least six months before the close of the Sub-grant.
- Undisbursed funds, held by Tri-City, may result in a reduction of grant funding unless there is an approved plan to fully expend these amounts.
- Sub-grant funds must be encumbered by June 30, 2026, and expended by September 30, 2026.

### **ACCESS TO CARE DEPARTMENT SUCCESS STORY**

#### Identifying Information has been changed to protect privacy

This month's Access to Care board report comes in the form of a success story. Often when people are feeling overwhelmed or in distress, they may not know who or how to reach out for support. The same could be said when trying to help a family member or friend get the mental health support they need. Often concerned family members or friends do not know how to support their loved ones get the support and help they so desperately need. However, the Access to Care department has noticed a positive shift in this regard. Recently, a concerned parent brought in their child to access services. This parent was a previous Tri-City client and shared that Tri-City had helped them, therefore, they were hoping Tri-City could help support their child. Often, we hear from people accessing services at Tri-City that they heard we helped their family member, neighbor or friend get better. Word of mouth is a powerful tool; however, people who have benefited from services themselves referring their loved one's for support is an even



**Governing Board of Tri-City Mental Health Authority**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Elizabeth Renteria, LCSW Chief Clinical Officer**  
**March 15, 2023**

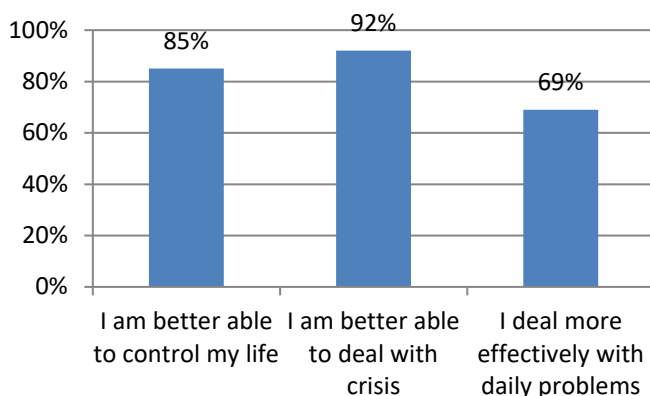
stronger testament of the services that Tri-City has to offer. We are happy to see this shift and hearing about the positive impact Tri-City is having on the lives of the people we serve and in our community. Lastly, during a recent interview, an applicant shared that they applied to work at Tri-City because they had heard about the great work this agency does and that Tri-City has a strong presence in the community, and they want to be a part of that presence. It is good to hear and see that people are aware of the services Tri-City has to offer.

**ADULT OUTPATIENT PROGRAM**

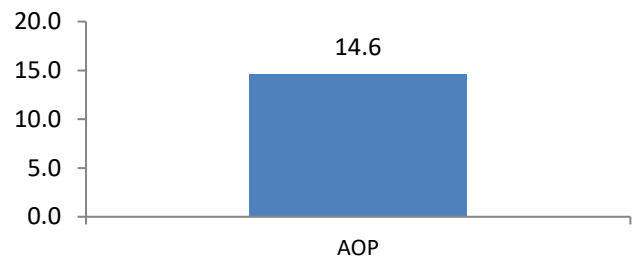
Below please find data from the FY 2022-2023 Report

**AOP (n=12)**

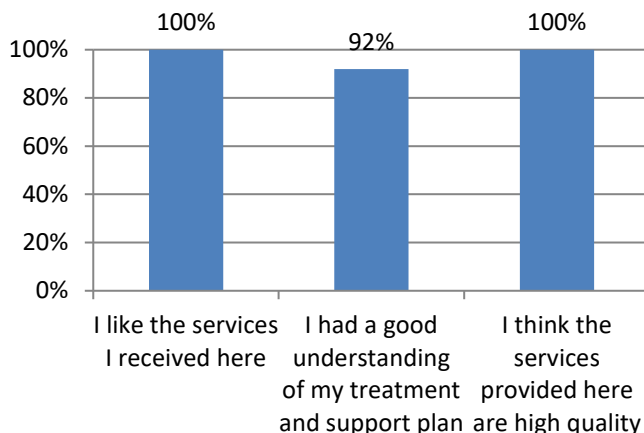
**Percent of clients (Strongly Agree/Agree) to the following statements**



**Average Length of Time Enrolled (in Months) for AOP Clients**



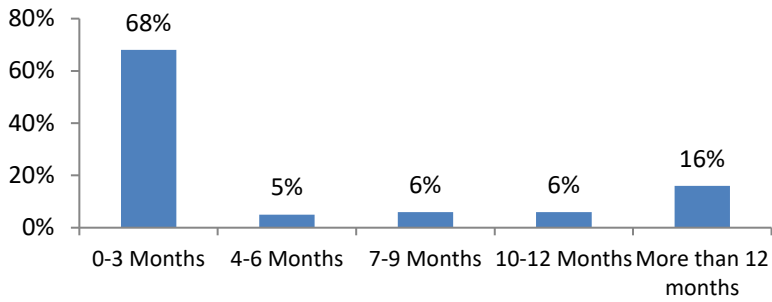
**Percent of clients (Strongly Agree/Agree) to the following statements**



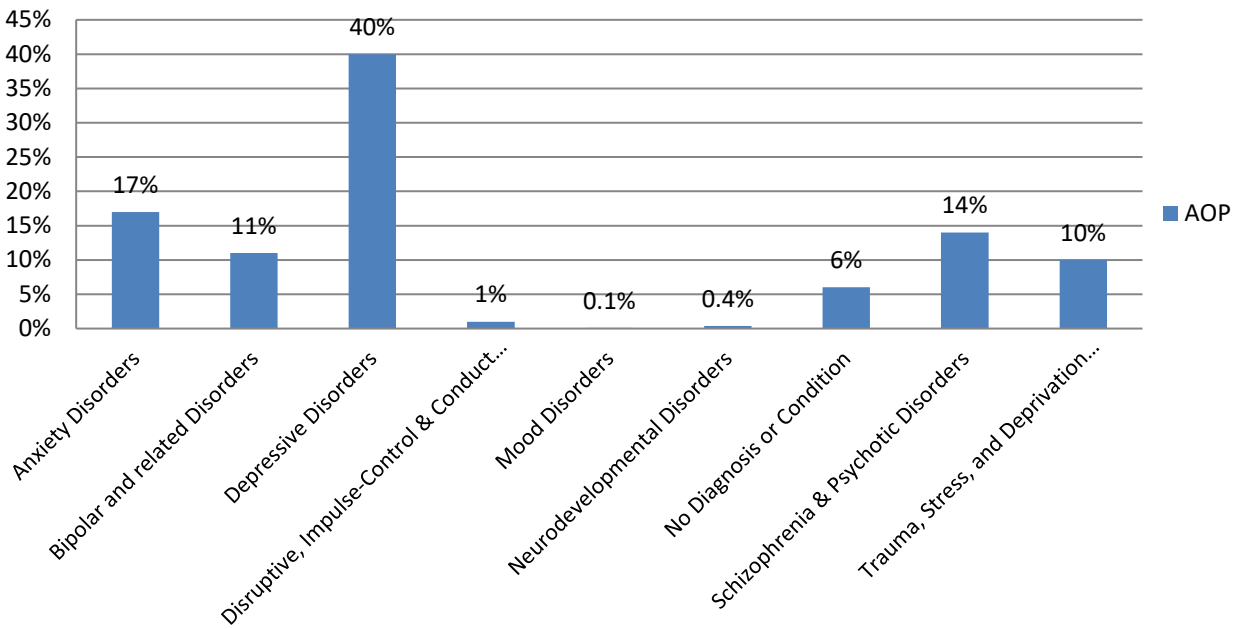
**902 Discharges during FY 21-22**

**Governing Board of Tri-City Mental Health Authority**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of Elizabeth Renteria, LCSW Chief Clinical Officer**  
**March 15, 2023**

**Discharges by Categories**



**Primary Diagnosis By Program**





**Tri-City Mental Health Authority  
MONTHLY STAFF REPORT**

**DATE:** March 15, 2023

**TO:** Governing Board of Tri-City Mental Health Authority  
Rimmi Hundal, Executive Director

**FROM:** Seeyam Teimoori, M.D., Medical Director

**SUBJECT:** Medical Director's Monthly Report

---

**SERVICES PROVIDED BY TRI-CITY INTENSIVE OUTREACH AND ENGAGEMENT TEAM (IOET), and PACT TEAMS IN FEBRUARY 2023**

IOET Program:

- Number of all new outreach= 48
- Number client given intake appointments= 26
- Number of clients opened= 15
- Total number of ALL clients outreached= 210
- Total number of homeless served= 138
- Percentage of clients outreached that are homeless= 66%
- Percentage of clients enrolled this month in formal services that are homeless= 53%

Service area:

- Pomona= 181
- Laverne= 4
- Claremont= 25
- Total= 210

Enrollments:

- FSP (Full-Service Partnership)-Older Adult= 0
- FSP-adult= 10
- FSP-TAY (Transition Age Youth) = 1
- AOP (Adult Outpatient Program) = 3
- COP (Children Outpatient Program) = 0
- FCCS (Field Capable Clinical Services) = 1
- FSP Children= 0

**Governing Board of Tri-City Mental Health Authority**  
**Monthly Staff Report of Dr. Seeyam Teimoori**  
**March 15, 2023**  
**Page 2**

Health Issues:

- Number of initial health assessments completed= 8
- Number of clients linked to PCP appointments with IOET LPT= 11

Chemical Dependency:

- Number of completed chemical dependency assessments completed= 11
- Number of attempted chemical dependency assessments= 4

**P.A.C.T. (Psychiatric Assessment Care Team)**

- Number of new individuals added for the month= 8
- Number of closed individuals for the month= 7
- Number of holds written for the month= 3
- Number enrolled in formal services for the month= 1
- Number referred to IOET this month= 1



## Tri-City Mental Health Authority Monthly Staff Report

**DATE:** March 15, 2023

**TO:** Governing Board of Tri-City Mental Health Authority

**FROM:** Rimmi Hundal, Executive Director

**BY:** Dana Barford, Director of MHSA and Ethnic Services

**SUBJECT:** Monthly MHSA and Ethnic Services Report

---

### ETHNIC SERVICES



*Photos from the "I love you no matter what" Community Conversation hosted by The RAINBOW Collaborative at the Pomona Pride Center on February 17<sup>th</sup>.*

The RAINBOW Collaborative has had an increase in participation throughout the last two months. Connections with Pomona Pride Center and Cal Poly Pride have allowed the Collaborative to engage in rewarding conversations on ways to better support the LGBTQIA+ community. Through this connection, the RAINBOW and TAY Wellness Collaboratives hosted a resource table at Cal Poly Pomona's "Queer Camp" event on February 10. During this time several students were connected to TCMH Peer Mentors and Service Learner programs. Additionally, with this partnership, TCMH showed support to the Pomona Pride Center's "State of the LGBTQIA+": A Discussion Around Legislation Updates and Current LGBTQIA+ Issues on February 28<sup>th</sup>.

On February 25<sup>th</sup> the Diversity, Equity, and Inclusion (DEI) Coordinator and the chair of The African American Wellness Collaborative attended the 4<sup>th</sup> annual Freedom Fund Event: The Power of Togetherness, hosted by the NAACP Pomona Valley Branch. During this time, they were able to network and connect with local organizations supporting Black and African American individuals. Some of the organizations included The Pomona African American Advisory Alliance, Pomona Alumni Chapter, and local black-owned businesses. Building connections with trusted community organizations will continue to allow the Wellness Collaborative to bridge gaps and bring resources and programming to historically underserved and underrepresented communities.

## **MHSA COMMUNITY PLANNING PROCESS**

On March 1 and 2, stakeholders came together to review and approve three proposals through the MHSA Community Planning Process. The following actions were approved by participants and will be included in the upcoming MHSA Three-Year Plan for FY 2023-24 through 2025-26.

1. Transfer \$500,000 from the Community Services and Supports Plan to the Workforce Education and Training plan to support the Tri-City Loan Repayment program and for future trainings.
2. Transfer \$2,000,000 from the Community Services and Supports Plan to Capital Facilities and Technological Needs plan for the purchase of a building to house Tri-City staff.
3. Amend the current NAMI Community Capacity Building (PEI) plan from an annual allocation of \$35,500 to \$35,500 over a three-year period to allow for the opportunity to expend the dollars and reduce the rollover of unspent funds.

## **COMMUNITY NAVIGATORS**

The Community Navigator program has received multiple requests for rental and utility assistance from financially struggling community members. Through a grant from the San Gabriel Valley Council of Governments (SGVCOG), the Navigators have been able to assist multiple individuals and families with rent, security deposits, and utility assistance. With these funds, the program has helped to prevent homelessness for multiple individuals and families within Pomona, Claremont, and La Verne. In addition, families who have struggled to purchase essential furniture such as refrigerators and beds have been assisted and can now focus on paying their rent and utilities.

## **PREVENTION AND EARLY INTERVENTION (PEI)**

The Stigma Reduction program staff have finalized events for [Green Ribbon Week](#), March 13 through 17, including creating a virtual and physical toolkit. Green Ribbon Week is a week-long series of events and activities to help reduce stigma associated with mental health and aligns with our stigma reduction campaign, Room4Everyone.

### **Participate In Green Ribbon Week Events**

Throughout the week, Tri-City is hosting in-person and virtual webinars, events, and social media postings to support Green Ribbon Week and to promote mental health awareness.

**Monday, March 13, 2023**

**Governing Board of Tri-City Mental Health Authority**  
**Rimmi Hundal, Executive Director**  
**Monthly Staff Report of MHSA**  
**March 15, 2023**  
**Page 3**

**Mental Health 101 | 4:00 – 5:00 pm via Zoom**

Join us to learn about the spectrum of mental health, the difference between mental health and mental illness and how stigma can impact your wellness.

**RSVP:** [bit.ly/3RYd60v](https://bit.ly/3RYd60v)

**Tuesday, March 14, 2023**

**Q&A with Mental Health Professionals | 4:00 – 5:00 pm via Zoom**

Join us in a Q&A session with Tri-City staff as we debunk common myths about mental health and share how to access mental health care.

**RSVP:** [bit.ly/3RNC5DA](https://bit.ly/3RNC5DA)

**Wednesday, March 15, 2023**

**Let's Talk About Stigma | 3:30 pm – 5:00 pm in person**

**Pomona Public Library**

625 S Garey Ave, Pomona, CA 91766

Stigma is toxic to a person's mental health because it creates an environment of shame, fear and silence which can prevent many people from seeking help and treatment. Join the conversation.

**RSVP:** [bit.ly/3xeln5E](https://bit.ly/3xeln5E)

**Thursday, March 16, 2023**

**Courageous Minds Speaker Panel | 5:30-6:30 pm via Zoom**

Join us to listen to members of our [Courageous Minds Speakers Bureau](#). Listen to impactful and empowering stories from community members about their mental health experience and journey.

**RSVP:** [bit.ly/3jMaeqD](https://bit.ly/3jMaeqD)

**Friday, March 17, 2023**

**Pledge Drive | All Day**

Please use our stickers or social media posts to sign up for our pledge to fight against the stigma and make RoomForEveryone, Tri-City's stigma reduction campaign.



**Tri-City Mental Health Authority  
MONTHLY STAFF REPORT**

**DATE:** March 15, 2023

**TO:** Governing Board of Tri-City Mental Health Center  
Rimmi Hundal, Executive Director

**FROM:** Natalie Majors-Stewart, LCSW, Chief Compliance Officer

**SUBJECT:** Monthly Best Practices Report

---

## **QUALITY ASSURANCE AND QUALITY IMPROVEMENT PROCESS**

In February 2023, the Best Practices Division submitted our Annual Quality Assurance & Improvement Report to Los Angeles County Department of Mental Health (LACDMH). LACDMH Legal Entity (LE) Providers are required to, annually, submit a report and process guide, as a part of demonstrating our adherence to County (DMH) and State (DHCS) Quality and Compliance requirements.

## **PROGRAM DEVELOPMENT**

The Best Practices Division continues to work closely with the Clinical, MHSA, and Finance departments in order to adjust the program methodology, protocols, performance accountability and measures for the following programs:

- Access to Care Program
- School Based Services Program

The purpose of this modification is to assure that the programs are programmatically aligned with the requirements and goals of our Mental Health Services Act (MHSA) Community Services and Support and Prevention and Early Intervention Plans.

## **CaAIM – JULY 2023 INITIATIVES**

The Best Practices Division is in the process of refining our implementation strategy for the compliance and quality aspects of the next CaAIM initiatives, which are Behavioral Health Payment Reform and Behavioral Health CPT Code Transition.

Accompanied with these two initiatives, includes significant changes to how we will claim for and document the services that we provide. Considering this fact, a primary focus for the Best Practices Division will be developing the electronic health record system, creating guidance, and updating/holding trainings so that service providers and other essential staff will know how to appropriately code and document services that are provided. Payment reform changes will go into effect on July 2023 and will impact a variety of departments in the agency. The Best Practices Division will stay in collaboration with the necessary agency departments, in order to seamlessly implement these next CaAIM initiatives.