

www.tricitymhs.org

Tri-City Mental Health Authority
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Founded by Pomona, Claremont, and La Verne
in 1960



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

GOVERNING BOARD AGENDA

WEDNESDAY, OCTOBER 20, 2021

5:00 P.M.

MEETING LOCATION

On September 16, 2021, the Legislature amended the Brown Act provisions regarding teleconferencing through Assembly Bill No. 361, codified under Government Code § 54953. Accordingly, the Governing Board will hold this public meeting via teleconference and the public seeking to observe and to address the Governing Board may participate telephonically or otherwise electronically. There will be no in-person public meeting location.

To join the Governing Board meeting click on the following link:

https://webinar.ringcentral.com/webinar/register/WN_8Y_GiMW9T3Ch39HP2L1E0w

Or you may call: 1 (213) 250-5700

Webinar ID: 149 122 1077

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. Therefore, members of the public are invited to speak on any matter on or off the agenda.

The public can make a comment during the meeting typing their name in the "Q&A" function and indicate if they wish to address a particular agenda item, or if they wish to make a general comment on a matter within the subject matter jurisdiction of the Governing Board; OR by calling-in. The Chair will call on the member of the public at the appropriate time and allow the person to provide live comment. The public can also submit a comment by writing an email to molmos@tricitymhs.org. All email messages received by 3:30 p.m. will be shared with the Governing Board before the meeting. 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.

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 Tri-City Governing Board less than 72 hours prior to this meeting, are available for public inspection at <http://www.tricitymhs.org>

CALL TO ORDER

Chair Carder calls the meeting to Order.

ROLL CALL

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

POSTING OF AGENDA

The Agenda is posted 72 hours prior to each meeting on the Tri-City's website: <http://www.tricitymhs.org>

CONSENT CALENDAR**1. APPROVAL OF MINUTES FROM THE SEPTEMBER 15, 2021 GOVERNING BOARD REGULAR MEETING**

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of September 15, 2021.”

2. CONSIDERATION OF RESOLUTION NO. 612 AUTHORIZING THE IMPLEMENTATION OF TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 54953 (AB 361)

Recommendation: “A motion to adopt Resolution No. 612 finding and declaring that it unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority's public meetings pursuant to Government Code § 54953.”

3. CONSIDERATION OF RESOLUTION NO. 613 ADOPTING TRI-CITY MENTAL HEALTH AUTHORITY'S PUBLISHED RATES EFFECTIVE FY 2020-21

Recommendation: “A motion to adopt Resolution No. 613 establishing Tri-City's Published Rates effective Fiscal Year 2020-21.”

NEW BUSINESS**4. APPROVAL OF RESOLUTION NO. 614 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NATIONAL ALLIANCE OF MENTAL HEALTH POMONA VALLEY (NAMI-PV) TO PROVIDE PEER-LED SUPPORT SERVICES AND EDUCATION CLASSES UNDER TRI-CITY'S MHSA COMMUNITY SERVICES AND SUPPORTS PLAN**

Recommendation: “A motion to adopt Resolution No. 614 approving the MOU with NAMI-PV to provide peer-led support services and education, in an amount not-to-exceed \$14,300, and authorizing Executive Director to execute the MOU.”

- 5. APPROVAL OF RESOLUTION NO. 615 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NATIONAL ALLIANCE OF MENTAL HEALTH POMONA VALLEY (NAMI-PV) TO PROVIDE THE TRAINING ‘ENDING THE SILENCE’ (ETS) AND NAMI 101 PROGRAMS UNDER TRI-CITY’S MHSA PREVENTION AND EARLY INTERVENTION (PEI) PLAN**

Recommendation: “A motion to adopt Resolution No. 615 approving the MOU with NAMI-PV to provide the training ETS and NAMI 101 Programs in an amount not-to-exceed \$35,500.00; and authorizing Executive Director to execute the MOU.”

- 6. CONSIDERATION OF RESOLUTION NO. 616 AWARDED AN AGREEMENT TO AMTEK CONSTRUCTION IN THE AMOUNT OF \$266,174.70 FOR THE POWER UPGRADE PROJECT AT PROPERTY LOCATED AT 2001 N. GAREY AVENUE IN POMONA, CALIFORNIA; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 616 awarding the agreement for the Power Upgrade Project to Amtek Construction in the amount of \$266,175; authorizing the Executive Director to execute the agreement; and authorizing an additional 10% above the contract amount for contingencies.”

- 7. CONSIDERATION OF RESOLUTION NO. 617 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACTOR AGREEMENT WITH THE CITY OF POMONA FOR RENTAL ASSISTANCE SUPPORTIVE SERVICES PURSUANT TO THE STATE OF CALIFORNIA’S EMERGENCY RENTAL ASSISTANCE PROGRAM AND BE COMPENSATED UP TO \$30,000**

Recommendation: “A motion to adopt Resolution No. 617 approving the Contractor Agreement for Rental Assistance Supportive Services with the City of Pomona; to receive up to \$30,000 in compensation; and authorizing the Executive Director to execute the Agreement.”

- 8. CONSIDERATION OF RESOLUTION NO. 618 APPROVING AN AGREEMENT WITH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY (CSU) ON BEHALF OF CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS (CSUDH) TO PROVIDE CLINICAL LEARNING EXPERIENCES TO STUDENTS IN THE MASTER OF SOCIAL WORK PROGRAM, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT**

Recommendation: “A motion to adopt Resolution No. 618 approving the Agreement with the Trustees of the CSU on behalf of CSUDH to provide clinical learning experiences to students in the Master of Social Work Program, and authorizing the Executive Director to execute the Agreement and any Amendments thereafter.

MONTHLY STAFF REPORTS

9. **TONI NAVARRO, EXECUTIVE DIRECTOR REPORT**
10. **DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
11. **LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**
12. **SEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
13. **RIMMI HUNDAL, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
14. **NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**
15. **KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT**

Recommendation: “A motion to receive and file the month of October 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 can make a comment during the meeting typing their name in the “Q&A” function and indicate if they wish to address a particular agenda item, or if they wish to make a general comment on a matter within the subject matter jurisdiction of the Governing Board; or by calling-in; or by writing an email to molmos@tricitymhs.org. All emails received by 3:30 p.m. will be shared with the Governing Board before the meeting. 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.

ADJOURNMENT

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, November 17, 2021 at 5:00 p.m.**, via teleconference pursuant to Government Code § 54953.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



MINUTES

REGULAR MEETING OF THE GOVERNING BOARD SEPTEMBER 15, 2021 – 5:00 P.M.

The Governing Board held on Wednesday, September 15, 2021 at 5:02 p.m. its Regular Meeting Via Teleconference pursuant to California Governor Newsom Executive Order N-25-20 wherein he suspended certain provisions of the Brown Act to allow 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 Carder called the meeting to order at 5:02 p.m.

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

GOVERNING BOARD

PRESENT: Robin Carder, City of La Verne, Chair
Jed Leano, City of Claremont, Vice-Chair
Paula Lantz, City of Pomona, Board Member (joined the meeting at 5:09 pm)
John Nolte, City of Pomona, Board Member
Elizabeth Ontiveros-Cole, City of Pomona, Board Member
Ronald T. Vera, City of Claremont, Board Member

ABSENT: Carolyn Cockrell, City of La Verne, Board Member

STAFF: Toni Navarro, Executive Director
Darold Pieper, General Counsel
Diana Acosta, Chief Financial Officer
Elizabeth Renteria, Chief Clinical Officer
Rimmi Hundal, Director of MHSA & Ethnic Services
Natalie Majors-Stewart, Chief Compliance Officer
Ken Riomales, Chief Information Officer
Kitha Torregano, HR Manager
Mica Olmos, JPA Administrator/Clerk

CONSENT CALENDAR

There being no comment, Vice-Chair Leano moved, and Board Member Ontiveros-Cole seconded, to approve the Consent Calendar. The motion was carried by the following vote, with Chair Carder abstaining from the approval of Item No. 1 (approval of Minutes from the July 21, 2021 Governing Board Regular Meeting): AYES: Board Members Nolte, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Commissioners Lantz and Cockrell.

1. APPROVAL OF MINUTES FROM THE JULY 21, 2021 GOVERNING BOARD REGULAR MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of July 21, 2021.”

2. CONSIDERATION OF RESOLUTION NO. 604 ESTABLISHING CLASS SPECIFICATION AND SALARY RANGE FOR THE POSITION OF DIVERSITY EQUITY AND INCLUSION COORDINATOR POSITION; AND REVISING THE AUTHORITY’S CLASSIFICATION AND SALARY SCHEDULE TO REFLECT THIS CHANGE EFFECTIVE SEPTEMBER 15, 2021

Recommendation: “A motion to adopt Resolution No. 604 establishing and adding the position of Diversity Equity and Inclusion Coordinator to Tri-City’s Classification and Salary Schedule effective September 15, 2021.”

3. CONSIDERATION OF RESOLUTION NO. 605 RATIFYING THE ADOPTION OF THE TRI-CITY MENTAL HEALTH AUTHORITY MANDATORY COVID-19 VACCINE POLICY AND PROCEDURE NO. I.21 EFFECTIVE AUGUST 27, 2021

Recommendation: “A motion to adopt Resolution No. 605 ratifying Mandatory COVID-19 Vaccination Policy and Procedure No. I.21, effective August 27, 2021.”

NEW BUSINESS

4. CONSIDERATION TO APPROVE THE MEMBERSHIP OF CLARENCE D. CERNAL, ISABELLA ADAN CHAVEZ, AND NICHOLE PERRY TO THE TRI-CITY MENTAL HEALTH COMMISSION FOR THREE YEARS BEGINNING SEPTEMBER 15, 2021

Executive Director Navarro reported that a recruitment for Mental Health Commissioners was conducted and expressed proudness for being able to select persons whom are representatives, or are themselves of Transition Age Youth (TAY.)

Chair Carder reported that she, and JPA Administrator/Clerk Olmos in place of Board Member Cockrell, conducted the interviews of the candidates for membership to the Mental Health Commission, noting that these three individuals had an extensive breath of knowledge through what they have experienced in the young lives, which it is impressive; and encouraged the Board to approve their membership since they will be great addition to the Mental Health Commission.

At 5:09 pm, Board Member Paula Lantz joined the meeting.

Board Member Vera inquired which cities they were representing. Staff indicated that they each represent one of the three cities.

There being no further discussion, Board Member Vera moved, and Vice-Chair Leano seconded, to approve the Membership of Clarence Cernal, Isabella Chavez, and Nichole Perry to the MHC for three years beginning September 15, 2021. The motion was carried by the following vote: AYES: Board Members Lantz, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Commissioner Cockrell.

Newly selected Mental Health Commissioner Nichole Perry discussed her background in healthcare and her focus and drive for mental health; and expressed thankfulness for the Governing Board approving her membership to the MHC.

5. CONSIDERATION OF RESOLUTION NO. 606 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BONITA UNIFIED SCHOOL DISTRICT (BUSD) TO PROVIDE DROP-IN MENTAL HEALTH SERVICES TO STUDENTS IN ITS DISTRICT

Executive Director Navarro stated that this is an ongoing collaboration for approximately 17 years with the Bonita Unified School District; that this is a contract renewal and there are no changes to neither Tri-City's compensation nor participation.

There being no further comment, Board Member Nolte moved, and Vice-Chair Leano seconded, to adopt Resolution No. 606 approving the MOU with the BUSD and authorizing Executive Director to execute the MOU. The motion was carried by the following vote: AYES: Board Members Lantz, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Commissioner Cockrell.

6. CONSIDERATION OF RESOLUTION NO. 607 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A THREE-YEAR AGREEMENT WITH THE POMONA UNIFIED SCHOOL DISTRICT (PUSD) TO PROVIDE MENTAL HEALTH SERVICES TO CERTAIN DISTRICT'S STUDENTS AND THEIR FAMILIES IDENTIFIED AND REFERRED BY THE DISTRICT

Executive Director Navarro reported that this is another long-term and formal relationship Tri-City has with Pomona Unified School District, which spans for about 10 years; that this is the third renewal of its agreement; that this year in addition to seeing students at other sites, Tri-City will be providing services onsite, one to two days per week depending on the need and staffing, at both Ganesha High School and Palomares Middle School.

There being no further comment, Board Member Nolte moved, and Board Member Ontiveros-Cole seconded, to adopt Resolution No. 607 approving an Agreement with the PUSD for services to be provided from September 15, 2021 through June 30, 2024 and authorizing Executive Director to execute it. The motion was carried by the following vote: AYES: Board Members Lantz, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Commissioner Cockrell.

7. CONSIDERATION OF RESOLUTION NO. 608 APPROVING AN AMENDMENT TO MHSA ANNUAL UPDATE FY 2021-22 AUTHORIZING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$1,300,000 FROM COMMUNITY SERVICES AND SUPPORTS (CSS) PLAN TO THE CAPITAL FACILITIES AND TECHNOLOGY NEEDS (CFTN) AND WORKFORCE EDUCATION & TRAINING (WET) PLANS

Executive Director Navarro announced that this agenda item was being pulled from the agenda.

Director of MHSA and Ethnic Services Hundal explained that she miscalculated the number of days for public comment; that this MHSA Update is required to be presented first to the Mental Health Commission for its consideration to recommend to the Governing Board for approval; and apologized for the oversight.

Board Member Vera referred to the proposed transfer of funds from CSS and inquired if there were going to be any reduction in services being provided under the CSS plan and if it will be ongoing for the next four or five years.

Director of MHSA and Ethics Services Hundal replied in the negative, explaining that nothing will be taken away from services provided under the CSS plan; that this is extra money which is allowed under the MHSA to transfer to CFTN, to WET plan, or to prudent reserves; that based on current staffing needs, it makes more sense to transfer funds to the WET Plan; that this will be a one-time transfer; and that this was endorsed during a stakeholder process.

Chief Financial Officer Acosta added that staff analyzes annually MHSA funds to ensure that we are spending them in the appropriate amount of time and that there is no dollars at-risk for reversion, noting that CSS dollars are expected to be spent within a three-year period. However, if we do not plan this ahead of time, there could be funds that could be subject to reversion if they are not spend on-time; that the budget for all the programs have been accounted for and services will not be reduced as a result of this transfer.

8. CONSIDERATION OF RESOLUTION NO. 609 ADOPTING THE TRI-CITY MENTAL HEALTH AUTHORITY SIGN-ON BONUS POLICY AND PROCEDURE NO. II.22 EFFECTIVE SEPTEMBER 15, 2021

Executive Director Navarro reported that that one of the issues discussed for the last several months is the workforce shortage in county behavioral health across the State of California, and that Tri-City has been not exempt from that, especially on the clinical side; that while turnover is not unusual in the clinical side, she indicated that a new phenomenon is not having the rate of people applying at the same pace as we typically do; that this year has been harder because the private sector pays more, promises 100% telework, and offers generous sign-on bonuses and other perks and benefits that a public agency cannot; therefore, staff is proposing a sign-on bonus for new recruits.

HR Manager Torregano concurred with Executive Director Navarro's comments, and pointed out that sign-on bonuses are not new to public agencies; that this is a bonus that generally all public agencies offer when there exist difficult to recruit positions; that she and the HR team researched other county mental health agencies and public agencies around Tri-City to see what they offer which resulted in the amount for the sign-on bonus being recommended.

Discussion ensued regarding the sign-on policy requirements and provisions.

Chair Carder commented that that she is aware of the increase in turnover over the years, noting that this year has been pretty rough; that sign-on bonuses are being used in a lot of different agencies; and that the City of La Verne is considering doing a sign-on bonus for the fire and safety departments.

Board Member Vera spoke in support of the sign-on policy to fill the gaps; however, that he also wanted to address later what is causing the staff turnover, whether is stress or the commute, because the staff turnover will probably affect our ability to provide services in the community. Executive Director Navarro replied in the affirmative.

Board Member Nolte inquired if staff will monitor and measure if the sign-on bonus works, noting that he wants to be sure that it does work and if the amount is right. Executive Director Navarro replied in the affirmative.

Discussion ensued regarding what data will be gathered, and to which data it will be compared to, to measure if the sign-on bonus policy works.

There being no further comment, Vice-Chair Leano moved, and Board Member Vera seconded, to adopt Resolution No. 609 approving the Authority's Sign-on Bonus Policy and Procedure No. II.22, effective September 15, 2021. The motion was carried by the following vote: AYES: Board Members Lantz, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Commissioner Cockrell.

9. CONSIDERATION OF RESOLUTION NO. 610 ADOPTING THE TRI-CITY MENTAL HEALTH AUTHORITY LONGEVITY PAY POLICY AND PROCEDURE NO. II.23 EFFECTIVE SEPTEMBER 15, 2021

Executive Director Navarro stated that the longevity pay after five years derived from CalPERS in which an employee becomes vested after five years of contributions towards retirement.

HR Manager Torregano stated that this is the flip side of the sign-on bonus policy, which is to retain employees that have been here for a number of years; that the longevity bonus is not new to public agencies; that she and her HR team researched the surrounding agencies to determine what was appropriate; that the intervals change the longer an employee stays here; and that the only difference is not having a repayment provision in the longevity pay policy.

Discussion ensued regarding the amounts to be paid if the policy is adopted; about the longevity pay being subject to CalPERS contributions; and the fiscal impact for subsequent years.

Board Member Nolte inquired if the longevity pay next year for everybody who has been in the agency over five years, and this year letting them know it will be given to them if they stay; similarly to how the sign-on bonus will be disbursed to a new hire.

Counsel Pieper stated that definitely it can be done next year; that it is at the Board's discretion.

Executive Director Navarro stated the intent is to stop people from leaving, noting that our seasoned staff have lots of options and alternatives in the private sector; and that giving a sign-on bonus for new employees and not do something simultaneously for the current employees who have been stewards of this agency, it will not send a good message and it will actually have a counter impact of what we are trying to do.

Board Member Nolte expressed support in the Executive Director Navarro's recommendation and moved to approve the Resolution.

Board Member Lantz expressed support in having the two policies go hand-in-hand, and discussed a similar situation with a shipping agency which resulted in employee dissatisfaction for the lack of equity when only new employees were getting bonuses and the existing employees were being ignored.

Chair Carder stated that cities have CalPERS and retirement contributions are high which is affecting the State of California; however, she expressed support for keeping the sign-on bonus for new hires in line with the longevity pay to show appreciation for current employees.

There being no further comment, Board Member Nolte moved, and Board Member Lantz seconded, to adopt Resolution No. 610 approving the Authority's Longevity Pay Policy and Procedure No. II.23, effective September 15, 2021. The motion was carried by the following vote: AYES: Board Members Lantz, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Commissioner Cockrell.

10. CONSIDERATION OF RESOLUTION NO. 611 AUTHORIZING THE EXECUTIVE DIRECTOR TO PAY THE APPROXIMATE MORTGAGE BALANCE OF \$807,000 FOR THE AUTHORITY'S CLINIC BUILDING LOCATED AT 2008 NORTH GAREY AVENUE IN POMONA, CALIFORNIA

Chief Financial Officer Acosta reported that at the request of the Governing Board, Controller Trevor Bogle conducted research about what will be the best options regarding whether or not to pay off the mortgage when it comes due and payable in June of 2022 or refinance it; accordingly, staff recommends to pay off the mortgage when it comes due.

Discussion ensued regarding the four options for paying the mortgage balance of \$807,000 (\$772 thousand plus interest of approximately \$35,000), and the existing loan having no prepayment penalties.

Board Member Lantz recommended paying off the mortgage loan now if Tri-City has the funds, this way the agency can save the \$35,000 in interest that will accrue through June 2022, since there is no prepayment penalty.

Board Member Vera expressed support for Board Member Lantz recommendation if there are sufficient prudent reserves. Controller Bogle stated prudent reserves are at the maximum allowable at the moment; and that we have cash on hand with the lender as part of the terms of the original agreement.

Board Member Ontiveros-Cole expressed support in paying the mortgage balance as soon as possible.

Chair Carder concurred with Board Member Lantz recommendation to pay the mortgage balance now if we have the funding.

There being no further discussion, Vice-Chair Leano moved, and Board Member Lantz seconded, to adopt Resolution No. 611 authorizing the Executive Director to pay the mortgage balance as quickly as possible in accordance with the current terms of the note for property located at 2008 N. Garey Avenue in Pomona, California. The motion was carried by the following vote: AYES: Board Members Lantz, Nolte, Ontiveros-Cole, and Vera; Vice-Chair Leano; and Chair Carder. NOES: None. ABSTAIN: None. ABSENT: Commissioner Cockrell.

MONTHLY STAFF REPORTS

11. TONI NAVARRO, EXECUTIVE DIRECTOR REPORT

Executive Director Navarro provided a COVID-19 update, that beginning on August 1st all staff would be required to be in the office one day per week, and in October two days per week, noting that many never stopped coming to the office; discussed the agency COVID-19 protocols and the COVID-19 vaccination policy compliance; announced that next month she will present to the Board an Innovations update indicating that since the start of the tech suite, there has been some significant difficulties in launching the program since it appears that systems and companies were not prepared to handle what it takes to be a tech support application for people with mental illness; that a stakeholder meeting will take place on September 30th, to find out if they want to continue to fund the Innovation project, and understand that any dollars that are lost in innovations reversion, they get reallocated back out to state which is not lost permanently, it just comes back at a later time in the innovations plan. She then provided a Housing Division update, and reported that that new Section 8 vouchers are coming through as a result of funding from the federal government to our area in Pomona; that as of last week, 15% of Tri-City's wait list for housing was taken care of by 20 vouchers; and that another 10 people will be getting housing with these vouchers.

Board Member Vera commented that he was at the stakeholder meeting when the Innovation project was presented and he recalled that there was still some concerns about going forward; he then inquired if staff can share at the next meeting the difficulties that we are encountering in getting this project launched, how much money we could lose by going back to the state, and if there is another project that we can consider. Executive Director replied in the affirmative.

Housing Manager Monzon discussed Tri-City's evaluation grade of 96% from the Continuum of Care (CoC) Notice of Funding Opportunity (NOFO) for Renewals, noting that we lost points from the inability to match some of the funds because some clients were not able to use the match worth of services to show that they are in need of a voucher that has a disability component to it, noting that we hit the minimum match, but we did not exceed it like we normally do, due to COVID-19; that nevertheless, we had a good evaluation grade.

Board Member Lantz commented that that she sits on the LA Continuum of Care and 96% is really, really good, noting that it is great to see the reasons for the shortfalls; however, in the in the big picture it is a great evaluation.

Vice-Chair Leano inquired if there is another round of No Place Like Home Noncompetitive funding coming down the pipeline, asking when and how frequently does that cycle takes place. Executive Director Navarro stated that there is only four rounds and there is a NOFA that should be going out in October, but we have not yet been notified of that.

Discussion ensued regarding No Place Like Home Competitive and Noncompetitive funding availability; and about COVID-19 agency protocols and vaccination policy.

12. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT

Chief Financial Officer Acosta reported that we are currently going through our annual independent audit of our financial statements and it is anticipated that they will be presented to the Governing Board in October.

She then reminded the Board that last year when the pandemic first broke, the April 15th deadline for tax return filings was delayed; thus this delayed our receipt of MHSA dollars which resulted in less dollars come in the door last fiscal year and seeing a significant increase in this fiscal year that just ended.

13. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT

Chief Clinical Officer Renteria reported that clinical staff continue to think about ways to creatively meet the demand with our limited staffing resources, noting she will have more information next time about the implementation of increased group work. She then announced that our school partnership team would be hosting a summit on October 4th and will invite school staff and other community partners to share about the services that we offer at Tri-City, and to think about ways to collaborate as many serving organizations are having staffing issues and how can we as a community address the need together.

14. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT

Executive Director Navarro announced that next month Dr. Teimoori will be giving a more detailed update regarding the psychiatric assessment care team with the Claremont police department after six months of collaboration.

Vice-Chair Leano added that he is scheduled to speak at the City Council meeting in two weeks as well.

15. RIMMI HUNDAL, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT

Director of MHSA & Ethnic Services Hundal reported that staff will be hosting two stakeholder meetings, one on September 23rd which will focus on Transitional Age Youth, and the second stakeholder meeting will take place on September 30th which will be the orientation of the MHSA process and programming; that the MHSA department is trying to help with recruitment and the Workforce Education and Training supervisor has been outreaching to local colleges and universities to coordinate presentations to students about benefits of working at Tri-City as well as community mental health in general; and encouraged everyone to follow Tri-City on all social media platforms.

16. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT

Chief Compliance Officer Majors-Stewart stated that there is a new structure being developed for the policies and procedures which will govern how policies and procedures at Tri-City will be documented and implemented agency-wide. She explained that some of the components that will be included in the structure will be modifications to the naming, numbering, categorization, internal review process distribution and training, and archiving; noting that the goal is to have all of our policies uniform, up-to-date, effectively communicated and easily accessible to those that need to access them, ensuring that our process is very streamlined so that we can operate at maximum efficiency. Accordingly, a policy for the creation of policies will be drafted for the Governing Board review and approval.

17. KEN RIOMALES, CHIEF INFORMATION OFFICER REPORT

Chief Information Officer Riomales reported that IT recently had a staff member separated in the past few weeks and is currently working with HR to fill that particular role; that the agency will be going through a security assessment by a contractor and facilitated through the IT department; that they are working in the process to kick off that particular effort which will last for approximately eight weeks and thereafter an executive summary will be presented of the findings; he noted that this security assessment occurs every two years and is one of the requirements that Tri-City has under the contract with LACDMH, pointing out that the last one took place in 2019. He then stated that the EHR implementation is well underway at this particular time and it is anticipated to go live in June of 2022; that the Unite Us three-year pilot project, a referral management system geared towards community services and social determinants of health, is anticipated to go live in October. He then talked about the network RFP to address Tri-City's internet service, pointing out that it has been many years since there was internet vendor review; that IT is in the process of reviewing vendor proposals to determine what would be the best solution for Tri-City.

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

GOVERNING BOARD COMMENTS

Board Member Vera stated that it has been a stressful time for everybody and expressed appreciation for all the work that staff does.

Board Member Lantz asked Executive Director to address in her monthly staff report the issues raised in the written comment from Al Villanueva received earlier today via email.

Chair Carder stated that she voted in the affirmative for the vaccination policy because it is a state mandate; however, she is pro-choice and each individual should decide for themselves.

PUBLIC COMMENT

JPA Administrator/Olmos read a written comment from Tri-City Mental Health Commission Member Al Villanueva, stating that he wanted to talk about accountability and security issues at the Clifford Housing Apartments; that he has 32 years of experience with mental health juvenile corrections; that after he retired, he continued to work in the mental health community in Claremont for the homeless; expressed concern about issues occurring at the Clifford Housing Apartment complex; and discussed gang activity, crime, and prostitution in that area.

Executive Director Navarro reminded everyone that the Holt Family Apartments located on Holt Avenue near the corner of Indian Hills Avenue in Pomona is owned Clifford Beers and is a 50-unit permanent supportive housing project, 25 of which have MHSA clients of Tri-City Mental Health Authority; that the other 25 units are general affordable, and the property is managed by the Levine company who is contracted by Clifford Beers. She added that Tri-City has a Resident Services Coordinator who provides regular contact communication and ongoing services to the 25 residents identified as Tri-City clients.

She also stated that this apartment complex was always located in a difficult place, but this was one of the hopes of permanent supportive housing, but almost immediately, we began to see there were some difficulties regarding people breaking the locks, jumping over the fence and passing through, some break-ins in the garages; therefore, Clifford Beers hired a guard there Monday through Friday and Tri-City determined that more security was needed on the site and for the past nearly three years, Tri-City has been paying for a security guard who covers the weekend shift at the apartments to provide extra security for all the residents of the Holt Family Apartments. She then talked about the community fair that Tri-City hosted, with about 14 of our partners, for the neighbors in the back pocket park of the whole family apartments which supposed to occur twice a year; however, COVID interrupted the planning efforts. Lastly, she discussed public information about someone being apprehended by Pomona police at the apartment complex who did not live there.

Discussion ensued regarding the requirements for meeting in person which it was determined it would not be feasible under CalOSHA distance requirements.

ADJOURNMENT

At 6:41 p.m., on consensus of the Governing Board its meeting of September 15, 2021 was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, October 20, 2021 at 5:00 p.m., via teleconference* due to the COVID-19 pandemic.

*If AB-361 (Open meetings: state and local agencies: teleconferences) is not adopted, then the Board will meet in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

Micaela P. Olmos, JPA Administrator/Clerk



Tri-City Mental Health Authority
MONTHLY STAFF REPORT

+

DATE: October 20, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Mica Olmos, JPA Administrator/Clerk

SUBJECT: Consideration of Resolution No. 612, Authorizing the Implementation of Teleconferencing Requirements during a Proclaimed State of Emergency Under Government Code Section 54953 (AB 361)

Summary:

On September 16, 2021, the Legislature amended the Brown Act waiving certain provisions regarding teleconferencing through Assembly Bill No. 361 (AB 361.) Accordingly, public agencies are authorized to hold its public meetings via teleconference under a proclaimed state of emergency which makes it unsafe to meet in person, provided that it allows the public, seeking to observe and to address the legislative body, to participate in real time telephonically or an internet-based service option during a virtual meeting; and the legislative body makes additional findings every 30 days in order to continue such teleconferencing pursuant to AB 361.

Background:

The Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings; and allows for legislative bodies to hold meetings by teleconference, but imposes the following requirements for doing so:

1. The public agency must give notice of each teleconference location from which a member will be participating in a public meeting.
2. Each teleconference location must be specifically identified in the meeting notice and agenda, including full address and room number.
3. Each teleconference location must be accessible to the public.
4. Members of the public must be able to address the body at each teleconference location.

On March 17, 2020, Governor Newsom issued Executive Order No. N-29-20, suspending the Brown Act's teleconferencing requirements (enumerated above) in order to address the need for public meetings during the present public health emergency (COVID-19) and allow legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21 continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021.

AGENDA ITEM NO. 2

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 612, Authorizing the Implementation of Teleconferencing Requirements during a Proclaimed State of Emergency Under Government Code Section 54953 (AB 361)
October 20, 2021
Page 2

On September 16, 2021, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361), codified under Government Code § 54953, waiving certain provisions of the Brown Act in order to allow local agencies to continue to meet using teleconferencing without complying with the regular teleconferencing requirements of the Brown Act when a legislative body holds a meeting during a proclaimed state of emergency and it unsafe to meet in person.

In addition, Government Code section 54953 adds new procedures and clarifies the requirements for conducting remote (virtual) meetings, including the following:

- Public Comment Opportunities in Real Time – a legislative body that meets remotely pursuant to AB 361, must allow members of the public to access the meeting via a call-in option or an internet-based service option, and the agenda for the remote meeting must provide an opportunity for members of the public to directly address the body in real time. A legislative body cannot require public comments to be submitted in advance of the meeting.
- No Action During Disruptions – in the event of a disruption that prevents the local agency from broadcasting the remote meeting, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, AB 361 prohibits the legislative body from taking any further action on items appearing on the meeting agenda until public access is restored.
- Periodic Findings – Government Code § 54953(e)(B) requires the legislative body to hold a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risk to the health or safety of attendees.

The Governing Board must make these findings no later than 30 days after the first teleconferenced meeting is held after September 30, 2021, and must also make these findings every 30 days thereafter, in order to continue to allow teleconference accessibility for conducting public meetings (Government Code § 54953(e)(3).) AB 361 will sunset on January 1, 2024.

Tri-City Mental Health Authority (TCMHA) has already implemented the above stated requirements for conducting public meetings and is in compliance with AB 361, thus there will be no change of the currently established procedures. Teleconference accessibility is available via call-in option or through via RingCentral Webinars platform (internet-based service option) and both the telephone number and meeting link are listed on the published agenda for each meeting as well as on TCMHA's website.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 612, Authorizing the Implementation of Teleconferencing Requirements during a Proclaimed State of Emergency Under Government Code Section 54953 (AB 361)
October 20, 2021
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The JPA Administrator/Clerk monitors public comment submitted via email correspondence (as published on the agenda); and designated staff monitors comment via teleconference throughout each public meeting and provides access for public comment opportunities in real time both verbally (via call-in) and in writing (in the 'chat' option.)

Funding:

None required.

Recommendation:

Staff recommends that the Governing Board approve and adopt Resolution No. 612 finding and declaring that it unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority's public meetings pursuant to Government Code § 54953.

Attachments:

Attachment 2-A: Resolution No. 612 - DRAFT

RESOLUTION NO. 612

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO IMPLEMENT TELECONFERENCING REQUIREMENTS FOR CONDUCTING PUBLIC MEETINGS DURING A PROCLAIMED STATE OF EMERGENCY PURSUANT TO GOVERNMENT CODE SECTION 54953 (AB 361)

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 (“Authority” or “TCMHA”) wishes to continue using teleconferencing to conduct public meetings as allowed under Government Code § 54953, since a state of emergency as a result of the threat of COVID-19 still exists and continues to impact the ability of members of the Governing Board, Mental Health Commission, Tri-City staff, and public to meet safely in person.

B. The State of California and the Authority continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), California Occupational Safety and Health Administration (Cal/OSHA), and/or County of Los Angeles, as applicable, including facial coverings when required and social distancing.

C. The Authority will make these findings every 30 days in order to continue such teleconferencing pursuant to Government Code § 54953 (AB 361.)

D. The Executive Director or her designee, are authorized to continue utilizing teleconferencing accessibility to conduct public meetings, and implement teleconference requirements in compliance with AB 361 (Stats. 2021, ch. 165) and Government Code § 54953 (as amended), effective immediately.

2. **Action**

The Governing Board finds and declares that it unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.

[continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 20, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA OLMOS, RECORDING SECRETARY

By: _____

By: _____

DRAFT



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

DATE: October 20, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 613 Adopting Tri-City Mental Health Authority's Published Rates Effective Beginning Fiscal Year 2020-21

Summary

In order to conform to the Los Angeles County Department of Mental Health's cost reporting process, staff is requesting the Governing Board to approve an increase of Tri-City's current Published Rates to be effective beginning Fiscal Year 2020-21.

Background

In accordance with LA County Department of Mental Health cost reporting process, it is required that Tri-City's Published Rates be approved by the Governing Board. Based on Tri-City's best estimate of the total direct cost and allowed administrative cost (15% of direct costs) to provide services to all outpatient and FSP clients in fiscal 2020-21, it is estimated that the actual unit costs will exceed Tri-City's current Published Rates. The current Published Rates were last updated in September of 2020 and made effective for fiscal year 2019-20. Therefore, the Published Rates listed below are recommended to be approved effective beginning Fiscal Year 2020-21. The rates represent the charge per minute of service.

TRI-CITY MENTAL HEALTH AUTHORITY PUBLISHED RATES			
Outpatient Services	SFC	Current Rates	Recommended Rates Beginning Fiscal Year 2020-21
Targeted Case Management	15/01-09	\$ 2.91	\$ 3.09
Collateral	15/10-19	\$ 3.74	\$ 3.97
Mental Health Services	15/30-59	\$ 3.74	\$ 3.97
Medical Support	15/60-69	\$ 6.91	\$ 7.33
Crisis Intervention	15/70-79	\$ 5.56	\$ 5.89

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 613 Adopting Tri-City Mental Health Authority's
Published Rates for Fiscal Year 2020-21
October 20, 2021
Page 2

Fiscal Impact:

The rate at which Tri-City is reimbursed is based on actual costs. Those rates should not exceed published rates; therefore, the increase to the Published Rates allows for Tri-City to recapture actual costs.

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 613 establishing Tri-City's Published Rates effective Fiscal Year 2020-21 as presented.

Attachments

Attachment 3-A: Resolution No. 613 - DRAFT

RESOLUTION NO. 613

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S PUBLISHED RATES EFFECTIVE BEGINNING FISCAL YEAR 2020-21

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 ("Authority" or "TCMHA") desires to conform to the Los Angeles County Department of Mental Health's cost reporting process.

B. It is estimated that the unit costs to provide services to all outpatient and Full Service Partnership (FSP) clients in Fiscal Year 2020-21 will exceed the existing Authority's Published Rates established and effective beginning in Fiscal Year 2019-20.

2. **Action**

The Governing Board approves the following charge per minute of service Published Rates listed below effective July 1st in Fiscal Year 2020-21.

TRI-CITY MENTAL HEALTH AUTHORITY PUBLISHED RATES			
Outpatient Services	SFC	Current Rates	Recommended Rates Beginning Fiscal Year 2020-21
Targeted Case Management	15/01-09	\$ 2.91	\$ 3.09
Collateral	15/10-19	\$ 3.74	\$ 3.97
Mental Health Services	15/30-59	\$ 3.74	\$ 3.97
Medical Support	15/60-69	\$ 6.91	\$ 7.33
Crisis Intervention	15/70-79	\$ 5.56	\$ 5.89

3. **Adoption**

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 20, 2021 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____



Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 20, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, Chief Financial Officer

SUBJECT: Approval of Resolution No. 614 Authorizing the Executive Director to Execute the Memorandum of Understanding with National Alliance of Mental Health Pomona Valley (NAMI-PV) to Provide Peer-Led Support Services and Education Classes under Tri-City's MHSA Community Services and Supports (CSS) Plan

Summary:

Staff is requesting that the Governing Board approve a Memorandum of Understanding (MOU) with the National Alliance of Mental Illness Pomona Valley (NAMI-PV) to continue to provide peer-led support services and education classes.

Background:

Since 2011, Tri-City has partnered with NAMI Pomona Valley under Tri-City's Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan to provide peer led support services in the form of support groups by trained NAMI PV volunteers throughout the Tri-City area in addition to providing education classes. The trained NAMI PV volunteers provide monthly support groups and multi-week education classes with the intention of expanding the outreach and engagement to unserved and underserved community members. The original funding allocation of \$14,300 per year will remain the same. This program was made part of the MHSA Annual Update for FY 2021-22 and was approved by the Governing Board in June 2021.

Fiscal Impact:

As approved in the FY 2021-22 MHSA Annual Update, the total amount of \$14,300 will be funded 100% by MHSA Community Services and Support (CSS) funds.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 614 authorizing the Executive Director to enter into the Memorandum of Understanding with NAMI Pomona Valley.

Attachments

Attachment 4-A: Resolution No. 614 - DRAFT
Attachment 4-B: TCMHA and NAMI-PV MOU

RESOLUTION NO. 614

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL ALLIANCE OF MENTAL HEALTH POMONA VALLEY (NAMI-PV) TO PROVIDE PEER-LED SUPPORT SERVICES AND EDUCATION CLASSES UNDER TRI-CITY'S MHSA COMMUNITY SERVICES AND SUPPORTS PLAN

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 ("Authority" or "TCMHA") wishes to partner with National Alliance of Mental Health Pomona Valley (NAMI-PV) to provide peer-led support group services and education classes ("Project") throughout the TCMHA area by trained NAMI-PV volunteers.

B. The Authority agrees to support NAMI-PV's costs incurred conducting the activities of the Project in an amount not-to-exceed Fourteen Thousand Three Hundred Dollars (\$14,300) funded by the Authority's Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan. The Project shall commence on July 1, 2021 and continue through completion, not later than June 30, 2022.

C. The Authority affirms that NAMI-PV is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. The MOU does not create or establish the relationship of employee and employer between NAMI-PV and TCMHA.

2. Action

The Governing Board approves the MOU with NAMI-PV to provide peer-led support services and education classes, in an amount not-to-exceed \$14,300, commencing on July 1, 2021 through June 30, 2022; and authorizing Executive Director to execute the MOU.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 20, 2021 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TRI-CITY MENTAL HEALTH AUTHORITY
AND
NAMI (NATIONAL ALLIANCE ON MENTAL ILLNESS)- POMONA VALLEY
FOR COMMUNITY SERVICES AND SUPPORTS (CSS)/ WELLNESS CENTER**

This MEMORANDUM OF UNDERSTANDING (MOU) is by and between NAMI (National Alliance on Mental Illness) Pomona Valley (NAMI PV or Recipient), a 501(c)(3) organization organized under the laws of the State of California with its principal office of operations at 233 West Harrison, Claremont, CA 91711; and Tri-City Mental Health Authority (Tri-City), 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.

WHEREAS, Tri-City has received approval from the California Department of Health Care Services (DHCS) to implement a Community Services and Supports (CSS) Plan; and

WHEREAS, Tri-City is willing to contract with NAMI PV, a community based organization (CBO), to provide services on an existing program (CSS-Wellness Center) that was approved, under the CSS Plan as part of the Mental Health Services Act (MHSA) Annual Expenditure Plan for Fiscal Year 2021-22, by Tri-City Mental Health Authority Governing Board at its June 16, 2021 meeting for the purpose of providing trained NAMI PV volunteers to provide peer-led support groups throughout the Tri-City area.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed, and in consideration of the mutual benefits to be derived there from, the parties hereby mutually agree as follows:

1. SCOPE OF PROJECT: Recipient shall perform the activities as described in the Scope of Work is attached hereto as Exhibit A and made a part of this MOU, and is hereafter referred to as “PROJECT.”
2. PRINCIPAL SUPERVISOR: PROJECT shall be under the supervision of Christina Vera, President of the Board of NAMI PV, who shall serve as Principal Supervisor. If for any reason the Principal Supervisor shall be unable to continue to serve and a successor acceptable to both parties is not available, this MOU shall be terminated as hereafter provided.
3. PERIOD OF PERFORMANCE: The activities of PROJECT shall commence on July 1, 2021 and continue through completion, not later than June 30, 2022. This period will be subject to modification or renewal only by mutual written agreement of the parties hereto. To the extent this MOU is subject to renewal or modification for a subsequent period, the parties hereto shall use their best efforts to execute the MOU for the subsequent period prior to the end of the current period.
4. PAYMENT OF COSTS: In consideration of Recipient's performance hereunder, Tri-City agrees to support Recipient's costs incurred conducting the activities of PROJECT, in the total amount **not-to-exceed** Fourteen Thousand Three Hundred Dollars (\$14,300) (without the written authorization of Tri-City). The total maximum amount of \$14,300 may be utilized for the following activities and distributed as follows:

ATTACHMENT 4-B

Support Groups

- a. Spanish Family Support Groups-\$297.91 would be paid **monthly**, provided a minimum of 1 Spanish Family Support Group is held during the month (with a minimum of three attendees).
- b. Spanish Peer Support Group-\$297.91 would be paid **monthly**, provided a minimum of 1 Spanish Peer Support Group is held during the month (with a minimum of three attendees).
- c. English Family Support Group-\$297.91 would be paid **monthly**, provided a minimum of 1 English Family Support Group is held during the month (with a minimum of three attendees).
- d. English Peer Support Group-\$297.91 would be paid **monthly**, provided a minimum of 1 English Peer Support Group is held during the month (with a minimum of three attendees).

Education Classes

- a. Spanish Family to Family Education Classes-A total maximum of \$2,750 will be paid, for each 12-week or 8-week course session that is completed (with a minimum of three attendees).
- b. Spanish Basic Education Classes-A total maximum of \$2,750 will be paid, for each 6-week course session completed (with a minimum of three attendees).
- c. English Basic Education Classes-A total maximum of \$2,750 will be paid, for each 6-week course session completed (with a minimum of three attendees).
- d. English Family to Family Education Class-a total maximum of \$2,750 would be paid, for each 12-week or 8-week course session completed (with a minimum of three attendees).
- e. English Peer to Peer Class-a total maximum of \$2,750 would be paid, for each 8-week course session completed (with a minimum of three attendees).

Payment will be made within fifteen (15) days upon receipt of an invoice detailing costs incurred, in addition to sign-in sheets and surveys for each class. Payments will be based on attainment of the work plan and completion of services set forth in Exhibit A.

Payments due under the MOU shall be made payable to NAMI Pomona Valley, and shall be mailed to:

NAMI – Pomona Valley
P.O. Box 53
Claremont, California 91711
ATTN: Christina Vera, President

5. **POLICIES AND PROCEDURES:** The PROJECT conducted hereunder shall be performed in accordance with the policies and procedures of Recipient.
6. **SPECIAL FUNDING PROVISIONS.** This PROJECT is funded by California Mental Health Services Act funds. As such, the use of the funds is subject to certain obligations and limitations that are set forth in Exhibit B and made a part of this MOU. PROJECT covenants and agrees to comply with the provisions of Exhibit B.
7. **TERMINATION:** Performance under this MOU may be terminated by either party upon thirty (30) days written notice to the authorized personnel listed in the notices section of this Memorandum of Understanding. Upon termination by Tri-City, Recipient will be entitled to retain sufficient funds to reimburse it for all costs and non-cancelable commitments incurred in performance of the MOU prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph 4. Upon termination by Recipient, all costs and non-cancelable commitments incurred thereafter will be the responsibility of Recipient. Recipient will return any unused funds to Tri-City within three (3) months of the written notice of termination.

8. INDEMNIFICATION: Recipient shall indemnify, defend and hold harmless Tri-City, its officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Recipient's negligent acts, willful misconduct, or omissions arising from, or alleged to arise from, or related to, performance hereunder or its failure to comply with any of its obligations contained in the Memorandum of Understanding, except such loss or damage which was caused by the sole negligence or willful misconduct of Tri-City
9. USE OF NAMES: Recipient shall not employ or use the name of Tri-City in any promotional materials, advertising, or in any other manner without the prior express written permission of Tri-City, except that Tri-City and Recipient may, during the term of this Memorandum of Understanding or thereafter state that Tri-City is sponsoring, or has sponsored, the PROJECT.
10. NOTICES: Any notice given under this MOU shall be in writing to the individuals below and shall be deemed delivered three (3) days after deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties as follows:

NAMI Pomona Valley: NAMI Pomona Valley
PO Box 53
Claremont, California 91711
Christina Vera, President
(909)455-5075
E-Mail: christinavvera@netscape.net

Tri-City: Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard #B
Claremont, CA 91711-2788
Attn: Rimmi Hundal
(909) 623-6131
E-Mail: rhundal@tricitymhs.org

11. INDEPENDENT PARTIES: For purpose of this MOU, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this MOU. Tri-City and Recipient are independent legal entities and none have any authority to act for, or on behalf of, or bind another to, any contract, without the other's written approval or except as otherwise expressly set forth in this MOU.
12. ASSIGNMENTS: This MOU shall be binding upon and inure to the benefit of the parties hereto, and may be assigned only to the successors of these parties. Any other assignment by either party without prior written consent of the other party shall be void.
13. OWNERSHIP: Title to any equipment purchased or manufactured in performance of the PROJECT funded under this MOU shall vest with Tri-City, however, at the end of the contract, Recipient will have an option to purchase said equipment at the depreciated value.
14. FORCE MAJEURE: Recipient shall not be liable for any failure to perform as required by this MOU, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

15. SEVERABILITY: In the event that a court of competent jurisdiction holds any provision of this MOU to be invalid, such holding shall have no effect on the remaining provisions of this MOU, and they shall continue in full force and effect.
16. GOVERNING LAW: The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for mediation, arbitration and/or actions arising out of this MOU shall be in Los Angeles County, California.
17. AUTHORITY: Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.
18. ENTIRE MOU: Unless otherwise specified herein, this MOU embodies the entire understanding of the parties for this PROJECT and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this MOU including, without limitation, changes in the activities of the PROJECT, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the MOU, resulting purchase orders, and the project proposal are in conflict, the order of precedence, from first to last shall be: (a) Exhibit B, (b) MOU, (c) other Exhibits, (d) the project proposal, and (e) the purchase order, it being understood and agreed that any purchase order or similar document issued by Recipient will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF UNDERSTANDING by their duly authorized officers or representatives as of the latest date set forth below.

TRI-CITY MENTAL HEALTH AUTHORITY

NAMI POMONA VALLEY

By: _____
 Antonette Navarro, LMFT
 Executive Director

By: _____
 Christina Vera
 President of the Board

Dated: _____

Dated: _____

EXHIBIT A SCOPE OF WORK

Project Name: CSS/Wellness Center Support Groups and Education Classes

Purpose: The purpose of the NAMI PV Wellness Center CSS Groups and Classes are to continue to provide peer-led support services by trained NAMI PV volunteers throughout the Tri-City area. Funded under the Community Services and Supports Plan (CSS), NAMI PV will provide trained NAMI PV volunteers to facilitate peer-led support groups throughout the Tri-City area.

Brief Summary of the Project:

With the intention of expanding the outreach and engagement of the unserved and underserved community members, trained NAMI PV volunteers will provide monthly support groups and multi-week education classes within the performance period. Education classes will have a minimum of three attendees. Best efforts will be used to provide Spanish language support groups and education classes.

Monthly Support Groups:

- Spanish Family Support Group
- Spanish Peer Support Group
- English Family Support Group
- English Peer Support Group

Multi-Week Education Classes:

- Spanish Family to Family Education Classes (12-Week or 8-Week Course Sessions)
- Spanish Basics Education Class (6-Week Course Sessions)
- English Basics Education Class (6-Week Course Sessions)
- English Family to Family Education Classes (12-Week or 8-Week Course Sessions)
- English Peer to Peer Class (8-Week Course Sessions)

Work Plan and Timeline:

Timeframe for project –Fiscal Year July 1, 2021 to June 30, 2022

NAMI PV will provide monthly support groups and multi-week education classes within the performance period.

- Invoices submitted to Tri-City Mental Health Authority for each presentation shall include:
 - Sign-in sheets for each presentation (with a minimum of three attendees)
 - Surveys
 - Where applicable, but not limited to, time sheets, copies of invoices, signed statements by persons performing the work, or other documentation as deemed appropriate to support invoices by Recipient to Tri-City.

EXHIBIT A SCOPE OF WORK

Estimated budget:

Upon receipt of invoice, sign-in sheets and surveys verifying the groups/classes (with a minimum of three attendees) will be reimbursed at as follows:

- Monthly Support Groups (as noted above)
 - Shall be paid at a monthly rate as specified in the Memorandum of Understanding
- Multi-Week Education Classes (as noted above)
 - Shall be paid per each education course completion.

Other Requirements:

The President of the Board of NAMI PV (or representative) will make best efforts to attend monthly Commission meetings and participate in MHSA Stakeholder meetings.

Contractor/NAMI PV shall provide evidence of its capacity to provide culturally competent trainings to culturally diverse participants.

Trainings provided by Contractor/NAMI PV shall be staffed with personnel who can communicate in participants preferred language, or Contractor shall provide interpretation services.

Contractor/NAMI PV is responsible for providing evidence of cultural competence trainings attended by all NAMI PV training staff. If Contractor/NAMI PV is unable to provide said training, training staff must arrange to participate in a minimum of two cultural competence trainings per year provided by Tri-City Mental Health.

Exhibit B
Mental Health Services Act Contract Provisions

1. Compliance

In performance of this agreement, NAMI-PV (RECIPIENT) will fully comply with:

- a). The provisions of the Mental Health Services Act and all applicable regulations, related statutes, directives, policies, procedures and amendments.
- b). State of California, Department of General Services, Terms and Conditions which can be accessed at <http://www.documents.dgs.ca.gov/ol/GTC-307.doc>.

If, at any point during the duration of this Agreement, Tri-City Mental Health Authority (Tri-City) determines that RECIPIENT is out of compliance with any provision in this Agreement, Tri-City may request a plan of correction, after providing RECIPIENT with written notification and the basis for the finding of noncompliance.

This agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Tri-City and the RECIPIENT. The RECIPIENT represents and warrants it is free to enter into and fully perform this agreement.

2. Certification / Assurances

Except as otherwise indicated, the following certifications apply to the RECIPIENT:

- a). Unenforceable Provision: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected hereby.
- b). Indemnification: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

3. Standards of Conduct

The following standards apply to the RECIPIENT:

- a). Every reasonable course of action will be taken by the RECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.
- b). An executive or employee of the RECIPIENT or an elected official of a RECIPIENT, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Tri-City. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of a RECIPIENT's Board will cast a vote on the provision of services by that member (or any organization, which

that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

- c). Tri-City, by written notice to the RECIPIENT, may terminate the right of the RECIPIENT to proceed under this Agreement if it is found, after notice and hearing by Tri-City, that gratuities were offered or given by the RECIPIENT or any agent or representative of the RECIPIENT to any officer or employee of Tri-City with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the facts upon which Tri-City makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, Tri-City shall be entitled:

- (a) to pursue the same remedies against the RECIPIENT as it could pursue in the event of the breach of the Agreement by the RECIPIENT, and
- (b) as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the RECIPIENT in providing any such gratuities to any such officer or employee.

The rights and remedies of Tri-City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The RECIPIENT warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the RECIPIENT, for the purpose of securing business. For breach or violation of this warranty, Tri-City shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4. Subcontracting

The RECIPIENT certifies that:

- a). Any of the work or services specified in this agreement which will be performed by other than the RECIPIENT will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The RECIPIENT will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c). The system for awarding contracts will contain safeguards to insure that the RECIPIENT does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- d). Subcontractors will comply with the Confidentiality requirements set forth in provision 10 of this Agreement.

5. Insurance

The RECIPIENT hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

- Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to Tri-City satisfactory evidence thereof at any time Tri-City may request the same; and,
- Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to Tri-City satisfactory evidence thereof upon request by the Tri-City.

6. Amendments

This Agreement may be unilaterally modified by Tri-City only under any of the following circumstances:

- a). There is a change in state law or regulation requiring a change in the provisions of this agreement.

7. Reporting

The RECIPIENT will compile and submit reports of services, activities, performance attainment, expenditures, status of cash and closeout information by the specified dates as prescribed by Tri-City in regulations, directives, and policies. Failure to adhere to the specified reporting requirements may result in funds not being released.

8. Records

- a). The RECIPIENT will retain all records pertinent to this Agreement for a period of five (5) years from the date of expiration of this Agreement. If, at the end of five (5) years, there is litigation or an audit involving those records, the RECIPIENT will retain the records until the resolution of such litigation or audit.
- b). Tri-City or its designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that the RECIPIENT shall at all times maintain a complete set of records and documents related to programs funded by this agreement and shall make these records available to Tri-City or their designee in a central location. The RECIPIENT's performance under the terms and conditions herein specified will be subject to an evaluation by Tri-City of the adequacy of the services performed, timeliness of response and a general impression of the competency of the RECIPIENT and its staff.

9. Audits

- a). From time to time, Tri-City may inspect the facilities, systems, books and records of the RECIPIENT to monitor compliance with this Agreement. The RECIPIENTS shall promptly remedy any violation of any provision of this Agreement and shall certify the same to Tri-City in writing. The fact that Tri-City inspects, or fails to inspect, or has the right to inspect, the RECIPIENT's facilities, systems and procedures does not relieve the RECIPIENTS of its responsibilities to comply with this Agreement. Tri-City's failure to detect or detection, but failure to notify the RECIPIENT or require the RECIPIENT's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of Tri-City's enforcement rights under this Agreement.

- b). The RECIPIENT will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.
- c). The RECIPIENT and/or auditors performing monitoring or audits of the RECIPIENT or its sub-contracting service providers will immediately report to Tri-City any incidents of fraud, abuse or other criminal activity in relation to this agreement, the MHSA, or its regulations.

10. Confidentiality Requirements

Acknowledging the RECIPIENT's continuing obligation to follow existing legal mandates regarding protection and/or release of information maintained by the RECIPIENT, the following Confidentiality Requirements apply:

1. General Requirements

- A. The RECIPIENT will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of Tri-City.
- B. Permission to disclose information or documents on one occasion or at public hearings held by Tri-City relating to the same shall not authorize the RECIPIENT to further disclose such information or documents on any other occasions.
- C. The RECIPIENT will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or Tri-City's actions on the same, except to Tri-City's staff, the RECIPIENT's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.
- D. If requested by Tri-City, the RECIPIENT shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Tri-City and shall supply Tri-City with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.
- F. After any data or documents submitted has become a part of the public records of Tri-City, the RECIPIENT may, if it wishes to do so, at its own expense and upon approval by Tri-City, publish or utilize the same but shall include the following legend:

LEGAL NOTICE: This report was prepared as an account of work sponsored by the Department of Health Care Services, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department Director at P.O. Box 997413, MS 0000 Sacramento, California, 95899-7413. Neither said Department nor the State of California, nor any officer or employee thereof, or Tri-City Mental Health Center make any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not

infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

- G. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- H. "Proprietary data" is such data as the RECIPIENT has identified in a satisfactory manner as being under Recipient's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- I. "Generated data" is that data, which a RECIPIENT has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the RECIPIENT in the performance of this Agreement at RECIPIENTS expense, together with complete documentation thereof shall be treated in the same manner as generated data.
- J. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to Tri-City. Such data shall be property of Tri-City.
- K. "Generated data" shall be the property of Tri-City unless and only to the extent that it is specifically provided otherwise herein.
- L. The title to the Recipient's proprietary data shall remain in the Recipient's possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the RECIPIENT by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the RECIPIENT shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Recipient's own expense for a period of not less than three years after receipt by Tri-City of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
- M. Prior to the expiration of such time and before changing the form of or destroying any such data, the RECIPIENT shall notify Tri-City of any such contemplated action; and Tri-City may within 30 days after said notification determine whether it desires said data to be further preserved and, if Tri-City so elects, the expense of further preserving said data shall be paid for by Tri-City. The RECIPIENT agrees that Tri-City shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance

with this Agreement, and the RECIPIENT agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

N. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation

2. Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act (HIPAA)-

The Parties agree that no information or services subject to HIPAA form part of the services to be provided under this Agreement. The RECIPIENT agrees not to use any portion of the funds received under this Agreement for purposes that would be subject to HIPAA requirements.



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

DATE: September 15, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 615 Authorizing the Executive Director to Execute the Memorandum of Understanding with National Alliance of Mental Health Pomona Valley (NAMI-PV) to Provide Presentations and Training on Mental Health under Tri-City's Mental Health Services Act (MHSA) Prevention and Early Intervention Plan

Summary:

Staff is requesting that the Governing Board approve a Memorandum of Understanding (MOU) with the National Alliance of Mental Illness Pomona Valley (NAMI-PV) to continue to provide trainings for the purpose of increasing awareness among teachers, staff, parents and students regarding the prevention and early intervention of mental disorders, and to decrease stigma and increase compassion for those who may be showing symptoms of early onset mental illness in the Tri-City schools located in the Cities of Claremont, La Verne, and Pomona.

Background:

Since 2011, Tri-City has partnered with NAMI Pomona Valley under Tri-City's Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) plan to provide training in schools located in the cities of Claremont, La Verne and Pomona. The original program budget provided funding to NAMI Pomona Valley to support their community capacity building programs which included the "Parents and Teachers as Allies" program. In July 2019, Parents and Teachers as Allies (PTAA) was replaced by a more comprehensive training called Ending the Silence (ETS), which included the same components as PTAA as well as a component dedicated to training students to recognize early warning signs of mental illness.

As a result of the impact of COVID-19 and the limited access of school personnel, parents and students, and an increase in requests for more general training on mental health, NAMI PV introduced an expansion to their ETS program. In April of 2021, stakeholders unanimously agreed to add NAMI 101 to the existing Ending the Silence program thereby creating two training options for community members. The NAMI 101 program will include curriculum and will have the ability to present the program to a wider array of community members in the 0 - 25 age range.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 615 Authorizing the Executive Director to Execute the Memorandum of Understanding with National Alliance of Mental Health Pomona Valley (NAMI-PV) to Provide Presentations and Training on Mental Health under Tri-City's Mental Health Services Act (MHSA) Prevention and Early Intervention Plan
October 20, 2021
Page 2

Additionally, the NAMI 101 curriculum is expected to strengthen program participants' knowledge of mental health. The original funding allocation for ETS of \$35,500 per year will now be available for both programs under this revised plan. This program modification was made part of the MHSA Annual Update for FY 2021-22 and was approved by the Governing Board in June 2021.

Fiscal Impact:

As approved in the FY 2021-22 MHSA Annual Update, the total amount of \$35,500 will be funded 100% by MHSA Prevention and Early Intervention (PEI) funds.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 615 approving the MOU with NAMI-PV to provide presentations and training on Mental Health and authorizing Executive Director to execute the MOU.

Attachments:

Attachment 5-A: Resolution No. 615 - DRAFT
Attachment 5-B: TCMHA and NAMI-PV MOU

RESOLUTION NO. 615

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL ALLIANCE OF MENTAL HEALTH POMONA VALLEY (NAMI-PV) TO PROVIDE THE TRAINING 'ENDING THE SILENCE' (ETS) AND NAMI 101 PROGRAMS UNDER TRI-CITY'S MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION (PEI) PLAN

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 ("Authority" or "TCMHA") wishes to partner with National Alliance of Mental Health Pomona Valley (NAMI-PV) to provide training called 'Ending the Silence' (ETS), which includes a component dedicated to training students to recognize early warning signs of mental illness, and NAMI 101 Programs throughout the TCMHA area by trained NAMI-PV volunteers.

B. The Authority agrees to support NAMI-PV's costs incurred conducting the ETS and NAMI 101 Programs in an amount not-to-exceed Thirty-Five Thousand Five Hundred Dollars (\$35,500.00) funded by the Authority's Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan, commencing on July 1, 2021 through June 30, 2022.

C. The Authority affirms that NAMI-PV is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. The MOU does not create or establish the relationship of employee and employer between NAMI-PV and TCMHA.

2. Action

The Governing Board approves the MOU with NAMI-PV to provide ETS and NAMI 101 Programs, in an amount not-to-exceed \$35,500.00, commencing on July 1, 2021 through June 30, 2022; and authorizing Executive Director to execute the MOU.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 20, 2021 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TRI-CITY MENTAL HEALTH AUTHORITY
AND
NAMI (NATIONAL ALLIANCE ON MENTAL ILLNESS) POMONA VALLEY
FOR
ENDING THE SILENCE & NAMI 101 PROGRAMS**

This MEMORANDUM OF UNDERSTANDING is by and between NAMI (National Alliance on Mental Illness) Pomona Valley (NAMI PV or Recipient), a 501(c)(3) organization organized under the laws of the State of California with its principal office of operations at 233 West Harrison, Claremont, California 91711 and Tri-City Mental Health Authority (Tri-City), 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.

WHEREAS, Tri-City has received approval from the California Department of Health Care Services (DHCS) Health to implement a Community Capacity and Wellbeing (CCW) program as defined in Tri-City's Prevention and Early Intervention (PEI) Plan; and

WHEREAS, Tri-City is willing to contract with NAMI PV, a community-based organization (CBO), to provide presentations and support through two programs named, Ending the Silence and NAMI 101, which were approved, under the PEI Plan as part of the Mental Health Services Act (MHSA) Annual Expenditure Plan for Fiscal Year 2021-22, by Tri-City Mental Health Authority Governing Board at its June 16, 2021 meeting, for the purpose of increasing awareness among teachers, staff, parents and students regarding the prevention and early intervention of mental disorders, and to decrease stigma and increase compassion for those who may be showing symptoms of early onset mental illness in the Tri-City school districts-Pomona Unified School District, Bonita Unified School District, and Claremont Unified School District, including the private schools.

WHEREAS, Tri-City is willing to contract with NAMI PV to provide services as required by the approved CCW program in accordance with its budget, in consideration of the terms and conditions of this MOU;

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed, and in consideration of the mutual benefits to be derived there from, the parties hereby mutually agree as follows:

1. **SCOPE OF PROJECT:** Recipient shall perform the activities as described in the Scope of Work attached hereto as Exhibit A and made a part of this MOU, and is hereafter referred to as "PROJECT."
2. **PRINCIPAL SUPERVISOR:** PROJECT shall be under the supervision of Christina Vera, President of the Board of NAMI PV, who shall serve as Principal Supervisor. If for any reason the Principal Supervisor shall be unable to continue to serve and a successor acceptable to both parties is not available, this MOU shall be terminated as hereafter provided.
3. **PERIOD OF PERFORMANCE:** The activities of PROJECT shall commence on July 1, 2021 and are expected to continue through June 30, 2022. This period will be subject to modification or renewal only by mutual written agreement of the parties hereto. To the extent this MOU is subject to renewal or modification for a subsequent period, the parties hereto shall use their best efforts to execute the MOU for the subsequent period prior to the end of the current period.

4. NAMI PV will provide a minimum of four Ending the Silence and NAMI 101 presentations at each of the respective school districts, within the performance period including as follows:
 - 1) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Bonita Unified School District (BUSD), for a total four (4) trainings.
 - 2) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Claremont Unified School District (CUSD), for a total of four (4) trainings.
 - 3) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Pomona Unified School District (PUSD), for a total of four (4) trainings.
 - 4) Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for a total of four (4) trainings to be provide at private schools within the three cities.
 - 5) Additionally, both Ending the Silence and NAMI 101 presentations shall be made available in Spanish at least two times per year.

5. PAYMENT OF COSTS: In consideration of Recipient's performance hereunder, Tri-City agrees to support Recipient's costs incurred conducting the activities of PROJECT, in the amount of not-to-exceed Thirty-Five Thousand Five Hundred Dollars (\$35,500.00), which will include payments for Ending the Silence and NAMI 101 presentations at the rate of \$2,750 per presentation which shall include stipends for teacher substitutes. The total amount of \$35,500 shall not be exceeded by Recipient without the written authorization of Tri-City. Payment shall be made to Recipient as follows:
 - a) Within fifteen (15) days upon receipt of an invoice detailing costs incurred, sign-in sheets and surveys. The invoices should be submitted to Tri-City within 15 (days) following the completion services.
 - b) Payments will be based on attainment of the work plan and completion of services set forth in Exhibit A.
 - c) Should meet their minimums as noted above at item no. 4
 - d) A total of \$35,500 will be available to fund the various training meetings as identified in Exhibit A and stipends. The stipends are specifically for teachers or employees of the schools noted above. Considering that funding could be a barrier for attendance by school representatives, these stipends are intended to facilitate and encourage these school representatives to attend the trainings, and provide reimbursement to either the school district or the employee for their participation. The \$35,500 shall be available funding for trainings provided within the three cities as follows:
 - Up to \$8,875 for Bonita Unified School District in La Verne, California including trainings at private schools (including stipends)
 - Up to \$8,875 for Claremont Unified School District in Claremont, California including trainings at private schools (including stipends)
 - Up to \$17,750 for Pomona Unified School District or in Pomona, California including training for a private school within the Tri-City area (including stipends)

Payments due under the MOU shall be made payable to NAMI Pomona Valley, and shall be mailed to:

**NAMI Pomona Valley
ATTN: Christina Vera
P.O. Box 53
Claremont, California 91711**

6. POLICIES AND PROCEDURES: The PROJECT conducted hereunder shall be performed in accordance with the policies and procedures of Recipient.

7. SPECIAL FUNDING PROVISIONS. This PROJECT is funded by California Mental Health Services Act funds. As such, the use of the funds is subject to certain obligations and limitations that are set forth in Exhibit B and made a part of this MOU. PROJECT covenants and agrees to comply with the provisions of Exhibit B.
8. TERMINATION: Performance under this MOU may be terminated by either party upon thirty (30) days written notice to the authorized personnel listed in the notices section of this MOU. Upon termination by Tri-City, Recipient will be entitled to retain sufficient funds to reimburse it for all costs and non-cancelable commitments incurred in performance of the MOU prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph 4. Upon termination by Recipient, all costs and non-cancelable commitments incurred thereafter will be the responsibility of Recipient. Recipient will return any unused funds to Tri-City within three (3) months of the written notice of termination.
9. INDEMNIFICATION: Recipient shall indemnify, defend and hold harmless Tri-City, its officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Recipient's negligent acts, willful misconduct, or omissions arising from, or alleged to arise from, or related to, performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of Tri-City
10. USE OF NAMES: Recipient shall not employ or use the name of Tri-City in any promotional materials, advertising, or in any other manner without the prior express written permission of Tri-City, except that Tri-City and Recipient may, during the term of this MOU or thereafter state that Tri-City is sponsoring, or has sponsored, the PROJECT.
11. NOTICES: Any notice given under this MOU shall be in writing to the individuals below and shall be deemed delivered three (3) days after deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties as follows:

NAMI:	NAMI Pomona Valley PO Box 53 Claremont, California 91711 Christina Vera, President (909)455-5075 E-Mail: christinavvera@netscape.net
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Tri-City:	Tri-City Mental Health Authority 1717 N. Indian Hill Boulevard #B Claremont, CA 91711-2788 Attn: Rimmi Hundal (909) 623-6131 E-Mail: rhundal@tricitymhs.org
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12. INDEPENDENT PARTIES: For purpose of this MOU, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this MOU. Tri-City and Recipient are independent legal entities and none have any authority to act for, or on behalf of, or bind another to, any contract, without the other's written approval or except as otherwise expressly set forth in this MOU.

13. ASSIGNMENTS: This MOU shall be binding upon and inure to the benefit of the parties hereto, and may be assigned only to the successors of these parties. Any other assignment by either party without prior written consent of the other party shall be void.
14. OWNERSHIP: Title to any equipment purchased or manufactured in performance of the PROJECT funded under this MOU shall vest with Tri-City; however, at the end of the contract, Recipient will have an option to purchase said equipment at the depreciated value.
15. FORCE MAJEURE: Recipient shall not be liable for any failure to perform as required by this MOU, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.
16. SEVERABILITY: In the event that a court of competent jurisdiction holds any provision of this MOU to be invalid, such holding shall have no effect on the remaining provisions of this MOU, and they shall continue in full force and effect.
17. GOVERNING LAW: The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for mediation, arbitration and/or actions arising out of this MOU shall be in Los Angeles County, California.
18. AUTHORITY: Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.
19. ENTIRE MOU: Unless otherwise specified herein, this MOU embodies the entire understanding of the parties for this PROJECT and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this MOU including, without limitation, changes in the activities of the PROJECT, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the MOU, resulting purchase orders, and the project proposal are in conflict, the order of precedence, from first to last shall be: (a) Exhibit B, (b) MOU, (c) other Exhibits, (d) the project proposal, and (e) the purchase order, it being understood and agreed that any purchase order or similar document issued by GRANTEE will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF UNDERSTANDING by their duly authorized officers or representatives as of the latest date set forth below.

TRI-CITY MENTAL HEALTH AUTHORITY

NAMI POMONA VALLEY

By: _____
 Antonette Navarro, LMFT
 Executive Director

By: _____
 Christina Vera
 President of the Board

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF WORK

1. **Project Name:** Ending the Silence & NAMI 101

2. **Purpose:** The purpose of these programs is to increase awareness among teachers, staff, parents and students, regarding the prevention and early intervention of mental disorders, and to decrease stigma and increase compassion for those who may be showing symptoms of early onset mental illness in the Tri-City school districts – Pomona Unified School District, Bonita Unified School District and Claremont Unified School District, including private schools located within the three school districts. NAMI 101 is being added as an expansion of and to compliment the current Ending the Silence program. Specifically, NAMI 101 will strengthen program participants’ knowledge acquisition, provide a more solid development of skill and knowledge to program participants and more structured content. The topics to be covered in NAMI 101 will include: what is mental illness?; how do we maintain mental wellness?; identifying triggers; identifying a support system; mental health warning signs; empathy; boundary setting; and self care .

3. **Brief Summary of the Project:** The Ending the Silence & NAMI 101 programs provide an overview of emotional disorders and mental illnesses commonly encountered among children and adolescents.

Teachers, staff and parents will learn about:

- The latest research on brain disorders in children and adolescents.
- Signs of early onset mental illnesses in children and adolescents as seen at home and at school.
- Understand family reactions to mental illnesses.
- Community resources.
- Early interventions and treatment, which lead to better educational outcomes for students.

Trained presenters with both professional and personal experience will present. Information on NAMI PV programs and community resources will be handed out to the participants at the presentation. Ending the Silence and NAMI 101 presentations will be offered in one-hour periods.

4. **Work Plan and Timeline:**

Timeframe for project - July 1, 2021 to June 30, 2022

With support from School District and individual schools’ leadership, NAMI PV Pomona Valley will continue to conduct outreach to schedule and secure appointments for these programs in the three school districts, including private schools.

NAMI PV will provide a minimum of four ENDING THE SILENCE & NAMI 101 presentations at each of the respective school districts, within the performance period as follows:

EXHIBIT A

SCOPE OF WORK

- Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Bonita Unified School District (BUSD), for a total four (4) trainings.
- Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Claremont Unified School District (CUSD), for a total of four (4) trainings.
- Minimum of two (2) ENDING THE SILENCE trainings and a minimum of two (2) NAMI 101 trainings for Pomona Unified School District (PUSD), for a total of four (4) trainings
- Additionally, both Ending the Silence and NAMI 101 presentations shall be made available in Spanish at least two times per year at each of the school districts.

Invoices submitted to Tri-City Mental Health Services for each presentation shall be submitted to Tri-City within 45 days of the presentation and shall include:

- Sign-in sheets for each presentation, with a minimum of three attendees.
- Participant surveys for each presentation.
- Where applicable, but not limited to, time sheets, copies of invoices, signed statements by persons performing the work, or other documentation as deemed appropriate to support invoices by Recipient to Tri-City.
- Demographic information reports are to be turned in on a monthly basis and by the 15th of each month following the month-end. (A separate report of information gathered from the surveys).
- Supporting documentation for teacher stipends such as copies of checks issued for teacher stipends.

5. **Other Requirements:**

- NAMI PV will provide a final comprehensive learning document detailing the ENDING THE SILENCE & NAMI 101 presentations/activities, survey results, and strategies to address and/or plan for improvements of the project moving forward, no later than September 30, 2022.
- The President of the Board of NAMI PV (or representative) will make best efforts to attend monthly Commission meetings and participate in MHSA Stakeholder meetings.
- Contractor/NAMI PV shall provide evidence of its capacity to provide culturally competent trainings to culturally diverse participants.
- Trainings provided by Contractor/NAMI PV shall be staffed with personnel who can communicate in participants preferred language, or Contractor shall provide interpretation services.
- Contractor/NAMI PV is responsible for providing evidence of cultural competence trainings attended by all NAMI PV training staff. If Contractor/NAMI PV is unable to provide said training, training staff must arrange to participate in a minimum of two cultural competence trainings per year provided by Tri-City Mental Health.

6. **Estimated budget:** The estimated budget, including budget categories, for each year the project is funded, is as follows:

EXHIBIT A

SCOPE OF WORK

A total of \$35,500 will be available to fund all of the training meetings and stipends. The stipends are specifically for teachers or employees of the schools noted above. Considering that funding could be a barrier for attendance by school representatives, these stipends are intended to facilitate and encourage these school representatives to attend the trainings, and provide reimbursement to either the school district or the employee for their participation. The \$35,500 shall be available funding for trainings provided within the three cities as follows:

- Up to a total of \$8,875 for Bonita Unified School District in LaVerne, California (including Stipends).
- Up to a total of \$8,875 for Claremont Unified School District in Claremont, California (including Stipends).
- Up to a total of \$17,750 for Pomona Unified School District or in Pomona, California (including stipends).

Exhibit B
Mental Health Services Act Contract Provisions

1. Compliance

In performance of this agreement, NAMI-PV (RECIPIENT) will fully comply with:

- a) The provisions of the Mental Health Services Act and all applicable regulations, related statutes, directives, policies, procedures and amendments.
- b) State of California, Department of General Services, Terms and Conditions which can be accessed at <http://www.documents.dgs.ca.gov/ol/GTC-307.doc>.

If, at any point during the duration of this Agreement, Tri-City Mental Health Authority (Tri-City) determines that RECIPIENT is out of compliance with any provision in this Agreement, Tri-City may request a plan of correction, after providing RECIPIENT with written notification and the basis for the finding of noncompliance.

This agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Tri-City and the RECIPIENT. The RECIPIENT represents and warrants it is free to enter into and fully perform this agreement.

2. Certification / Assurances

Except as otherwise indicated, the following certifications apply to the RECIPIENT:

- a) Unenforceable Provision: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected hereby.
- b) Indemnification: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

3. Standards of Conduct

The following standards apply to the RECIPIENT:

- a) Every reasonable course of action will be taken by the RECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.
- b) An executive or employee of the RECIPIENT or an elected official of a RECIPIENT, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Tri-City. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of a RECIPIENT's Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

- c) Tri-City, by written notice to the RECIPIENT, may terminate the right of the RECIPIENT to proceed under this Agreement if it is found, after notice and hearing by Tri-City, that gratuities were offered or given by the RECIPIENT or any agent or representative of the RECIPIENT to any officer or employee of Tri-City with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the facts upon which Tri-City makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, Tri-City shall be entitled:

- (a) to pursue the same remedies against the RECIPIENT as it could pursue in the event of the breach of the Agreement by the RECIPIENT, and
- (b) as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the RECIPIENT in providing any such gratuities to any such officer or employee.

The rights and remedies of Tri-City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The RECIPIENT warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the RECIPIENT, for the purpose of securing business. For breach or violation of this warranty, Tri-City shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4. Subcontracting

The RECIPIENT certifies that:

- a) Any of the work or services specified in this agreement which will be performed by other than the RECIPIENT will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b) The RECIPIENT will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c) The system for awarding contracts will contain safeguards to insure that the RECIPIENT does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- d) Subcontractors will comply with the Confidentiality requirements set forth in provision 10 of this Agreement.

5. Insurance

The RECIPIENT hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

- Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to Tri-City satisfactory evidence thereof at any time Tri-City may request the same; and,
- Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to Tri-City satisfactory evidence thereof upon request by the Tri-City.

6. Amendments

This Agreement may be unilaterally modified by Tri-City only under any of the following circumstances:

- a) There is a change in state law or regulation requiring a change in the provisions of this agreement.

7. Reporting

The RECIPIENT will compile and submit reports of services, activities, performance attainment, expenditures, status of cash and closeout information by the specified dates as prescribed by Tri-City in regulations, directives, and policies. Failure to adhere to the specified reporting requirements may result in funds not being released.

8. Records

- a) The RECIPIENT will retain all records pertinent to this Agreement for a period of five (5) years from the date of expiration of this Agreement. If, at the end of five (5) years, there is litigation or an audit involving those records, the RECIPIENT will retain the records until the resolution of such litigation or audit.
- b) Tri-City or its designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that the RECIPIENT shall at all times maintain a complete set of records and documents related to programs funded by this agreement and shall make these records available to Tri-City or their designee in a central location. The RECIPIENT's performance under the terms and conditions herein specified will be subject to an evaluation by Tri-City of the adequacy of the services performed, timeliness of response and a general impression of the competency of the RECIPIENT and its staff.

9. Audits

- a) From time to time, Tri-City may inspect the facilities, systems, books and records of the RECIPIENT to monitor compliance with this Agreement. The RECIPIENTS shall promptly remedy any violation of any provision of this Agreement and shall certify the same to Tri-City in writing. The fact that Tri-City inspects, or fails to inspect, or has the right to inspect, the RECIPIENT's facilities, systems and procedures does not relieve the RECIPIENTS of its responsibilities to comply with this Agreement. Tri-City's failure to detect or detection, but failure to notify the RECIPIENT or require the RECIPIENT's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of Tri-City's enforcement rights under this Agreement.
- b) The RECIPIENT will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.
- c) The RECIPIENT and/or auditors performing monitoring or audits of the RECIPIENT or its sub-contracting service providers will immediately report to Tri-City any incidents of fraud, abuse or other criminal activity in relation to this agreement, the MHSA, or its regulations.

10. Confidentiality Requirements

Acknowledging the RECIPIENT's continuing obligation to follow existing legal mandates regarding protection and/or release of information maintained by the RECIPIENT, the following Confidentiality Requirements apply:

1. General Requirements

- A. The RECIPIENT will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of Tri-City.
- B. Permission to disclose information or documents on one occasion or at public hearings held by Tri-City relating to the same shall not authorize the RECIPIENT to further disclose such information or documents on any other occasions.
- C. The RECIPIENT will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or Tri-City's actions on the same, except to Tri-City's staff, the RECIPIENT's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.
- D. If requested by Tri-City, the RECIPIENT shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Tri-City and shall supply Tri-City with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.
- F. After any data or documents submitted has become a part of the public records of Tri-City, the RECIPIENT may, if it wishes to do so, at its own expense and upon approval by Tri-City, publish or utilize the same but shall include the following legend:

LEGAL NOTICE: This report was prepared as an account of work sponsored by the Department of Health Care Services, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department Director at P.O. Box 997413, MS 0000 Sacramento, California, 95899-7413. Neither said Department nor the State of California, nor any officer or employee thereof, or Tri-City Mental Health Center make any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

- G. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- H. "Proprietary data" is such data as the RECIPIENT has identified in a satisfactory manner as being under Recipient's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
 - I. "Generated data" is that data, which a RECIPIENT has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the RECIPIENT in the performance of this Agreement at RECIPIENTS expense, together with complete documentation thereof shall be treated in the same manner as generated data.
 - J. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to Tri-City. Such data shall be property of Tri-City.
 - K. "Generated data" shall be the property of Tri-City unless and only to the extent that it is specifically provided otherwise herein.
 - L. The title to the Recipient's proprietary data shall remain in the Recipient's possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the RECIPIENT by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the RECIPIENT shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Recipient's own expense for a period of not less than three years after receipt by Tri-City of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
 - M. Prior to the expiration of such time and before changing the form of or destroying any such data, the RECIPIENT shall notify Tri-City of any such contemplated action; and Tri-City may within 30 days after said notification determine whether it desires said data to be further preserved and, if Tri-City so elects, the expense of further preserving said data shall be paid for by Tri-City. The RECIPIENT agrees that Tri-City shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and the RECIPIENT agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.
 - N. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation
2. Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act (HIPAA)-The Parties agree that no information or services subject to HIPAA form part of the services to be provided under this Agreement. The RECIPIENT agrees not to use any portion of the funds received under this Agreement for purposes that would be subject to HIPAA requirements.



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

DATE: October 20, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 616 Awarding an Agreement to Amtek Construction in the Amount of \$266,174.70 for the Power Upgrade Project at Property Located at 2001 N. Garey Avenue in Pomona, California; and Authorizing the Executive Director to Execute the Agreement

Summary:

Staff is seeking Governing Board approval to award a contract to Amtek Construction in the amount of \$266,174.70 for the Power Upgrade Project at property located at 2001 N. Garey Ave in Pomona, California; and authorize the Executive Director to execute the agreement with Amtek Construction.

Background:

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: the Electrical Upgrade and Office Space Remodel at the 2001 N. Garey Avenue building in Pomona; and the Capital Improvements to Therapeutic Community Garden Project located at 2008 N. Garey Ave, also in Pomona. The total amount allocated to the Electrical Upgrade and the Office Space Remodel was \$509,208. After completing the design phase, and developing the appropriate plans working with Kreative Engineering (KEI), RKA Consulting (RKA) and Southern California Edison, staff is now seeking to move forward with the completion of the Electrical/Power Upgrade project.

On May 1, 2020, Tri-City entered into an agreement with RKA Consulting Group (RKA) for contract administration services for the Power Upgrade Project (aka Electrical Upgrade Project at 2001 N. Garey Ave.). RKA will be responsible for project construction management, inspection services, and bid document development and/or materials.

On July 2, 2021, a Request for Proposal (RFP) was issued and posted in the Newspaper and online Bid Boards. The RFP had a deadline of July 19, 2021, however no proposals were received. On August 27, 2021, the RFP was again posted for a two week period with a bid opening that was held on September 14, 2021.

**Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 616 Awarding the Agreement to Amtek Construction in
the Amount of \$266,174.70 for the Power Upgrade Project at Property Located at 2001 N.
Garey Avenue in Pomona, California; and Authorizing the Executive Director to Execute
the Agreement
October 20, 2021
Page 2**

Two qualifying proposals were received as follows:

1. Amtek Construction in the amount of \$266,175
2. Halo Electric in the amount of \$388,768

This electrical project includes a panel upgrade from 400 amps to 800 amps so that the building can safely accommodate increased staffing, appliances, emergency generator and separate air conditioning panel. This project also includes the removal, repaving and restriping of asphalt, and trenching for installation of the new electrical panel.

Staff is recommending that Amtek Construction be selected for this project noting they are the lowest responsible and responsive bidder. Amtek Construction 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, Amtek Construction has successfully completed projects of similar scope and scale for public agencies. RKA Consulting Group has completed analysis of the bid and has confirmed Amtek Construction 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 \$266,175 which have been accounted for in the approved Fiscal Year 2021-22 Operating Budget and the MHSA Fiscal Year 2021-22 Annual Update. Additionally, up to a 10% contingency above the awarded amount has been considered and planned for any unforeseen circumstances during the course of construction on this project.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 616 awarding the agreement for the Power Upgrade Project to Amtek Construction in the amount of \$266,175; authorizing the Executive Director to execute the agreement; and authorizing an additional 10% above the contract amount for contingencies.

Attachments

- Attachment 6-A:* Resolution No. 616 - DRAFT
- Attachment 6-B:* Proposed Agreement with Amtek Construction
- Attachment 6-C:* RFP for the Power Upgrade Project
- Attachment 6-D:* Bid Opening Results – 9/14/2021

RESOLUTION NO. 616

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH AMTEK CONSTRUCTION FOR THE POWER UPGRADE PROJECT AT ITS PROPERTY LOCATED AT 2001 N. GAREY AVENUE IN POMONA, CALIFORNIA IN THE AMOUNT OF \$266,174.70

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 (“Authority” or “TCMHA”) desires to complete a Power Upgrade Project at its property located at 2001 N. Garey Avenue in Pomona, California.

B. On March 18, 2020, the Governing Board adopted Resolution No. 524 approving the expenditure of Capital Facilities and Technology Needs (CFTN) funds in the amount of \$970,968 for the Electrical Upgrade Project and the Office Space Remodel at the 2001 N. Garey Avenue building in Pomona; and for the Capital Improvements to Therapeutic Community Garden Project located at 2008 N. Garey Ave, also in Pomona.

C. On May 1, 2020, TCMHA entered into an agreement with RKA Consulting Group (RKA) for project construction management, inspection services, and bid document development and/or materials for the Power (Electrical) Upgrade Project at 2001 N. Garey Avenue in Pomona.

D. A Request for Proposals (RFP) for the Power Upgrade Project was issued on July 2, 2021; since no proposals were received, the RFP was issued again on August 27, 2021, and only to proposals were received.

E. RKA reviewed and evaluated the Proposals received; accordingly, it recommends awarding the Agreement for the Power Upgrade Project to Amtek Construction, in the amount of \$266,174.70 commencing October 20, 2021, with a 10% contingency above the awarded amount for any unforeseen circumstances during the course of construction on this Project.

2. **Action**

The Governing Board awards the agreement for the Power Upgrade Project to Amtek Construction in the amount of \$266,174.70; authorizes the Executive Director to execute the agreement; and authorizes an additional 10% above the contract amount for contingencies.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 20, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

DRAFT



INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE
TRI-CITY MENTAL HEALTH AUTHORITY
AND
AMTEK CONSTRUCTION
DATED
OCTOBER 20, 2021

ATTACHMENT 6-B

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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the 20th day of October, 2021 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 Amtek Construction with its principal place of business at Orange, California (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 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 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.

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 on November 1, 2021 and shall be and remain in full force and effect until the TCMHA Power Upgrade 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 Electrical 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. 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 the Power Upgrade ('Exhibit A'), 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.

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.

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.

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.

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: Amtek Construction
 Attn: Alan Sayce
 Address: 946 N Lemon Ave.
 City: Orange, CA 92867

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 September 13, 2021

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

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.

19. EXECUTION.

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

TRI-CITY MENTAL HEALTH AUTHORITY AMTEK CONSTRUCTION, Contractor

By: _____
Antonette Navarro, 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

EXHIBIT A

CONTRACTOR'S PROPOSAL

General Engineering Contractor, California Corporation
License #490382 Class A, B, C-7, C-8, C-10, C-12
Federal I.D. #90-0937001
DIR #100009822



email: alan@amtekconstruction.com
www.amtekconstruction.com
phone: (714) 912-6722 / (562) 696-7111
Fax: (562) 696-7022

Proposal For:

**TRI-CITY MENTAL HEALTH AUTHORITY
2001 NORTH GAREY AVENUE**

**BID DUE DATE
09/13/2021 10:00AM**

www.amtekconstruction.com

email: info@amtekconstruction.com

GENERAL ENGINEERING & ELECTRICAL CONTRACTORS LICENSE 490382

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:

**2001 NORTH GAREY AVENUE
POWER UPGRADE**

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 09/13/2021

AMTEK CONSTRUCTION

Bidder


Signature

VICE PRESIDENT

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:

BASE BID ITEMS

Item No.	Estimated Quantity	Unit	Description of Items Written in Words	Unit Price	Total
1.	1	L.S.	Clearing and grubbing, traffic control, mobilization, BMPs and NPDES compliance for the lump sum price of <u>TWENTY THREE THOUSAND FOUR HUNDRED FORTY TWO DOLLARS</u> (Words)	<u>\$ 23,442</u>	<u>\$ 23,442</u>
2.	1	L.S.	Modify existing irrigation system for the lump sum price of <u>FIVE THOUSAND SEVENTY SEVEN DOLLARS</u> (Words)	<u>\$ 5,077</u>	<u>\$ 5,077</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>TWO THOUSAND FIVE HUNDRED THIRTY NINE DOLLARS</u> (Words)	<u>\$ 2,539</u>	<u>\$ 2,539</u>
4.	1	L.S.	Furnish and install MSA foundation, cabinet, interior panels, and all other components required to achieve the intended function for the lump sum price of <u>EIGHTY FIVE THOUSAND FOUR HUNDRED FIFTY SEVEN DOLLARS</u> (Words)	<u>\$ 85,457</u>	<u>\$ 85,457</u>

PROPOSAL FORM (continued)

BASE BID ITEMS

Item No.	Estimated Quantity	Unit	Description of Items Written in Words	Unit Price	Total
5.	1	L.S.	Coordinate SCE connection to new MSA and interior panels, and removal of existing connection for the lump sum price of <u>SIX THOUSAND FIVE HUNDRED NINETY NINE DOLLARS</u> (Words)	\$ <u>6,599</u>	\$ <u>6,599</u>
6.	1	L.S.	Connect MSA to building electrical system, test all functions and repair or modify as needed to return full function for the lump sum price of <u>FORTY SIX THOUSAND SIX HUNDRED NINETY ONE DOLLARS</u> (Words)	\$ <u>46,691</u>	\$ <u>46,691</u>
7.	1	L.S.	Remove existing electrical system hardware no longer required for function, and restore site features impacted by construction and improvements for the lump sum price of <u>THREE THOUSAND TWO HUNDRED SEVEN DOLLARS</u> (Words)	\$ <u>3,207</u>	\$ <u>3,207</u>
8.	1	L.S.	Install 4" and 5" PVC Conduit and Precast Transformer Pad per SCE Plans for the lump sum price of <u>FORTY SIX THOUSAND SIX HUNDRED NINETY ONE DOLLARS</u> (Words)	\$ <u>46,691</u>	\$ <u>46,691</u>

PROPOSAL FORM (continued)

BASE BID ITEMS

Item No.	Estimated Quantity	Unit	Description of Items Written in Words	Unit Price	Total
9.	1	L.S.	Parking Lot Restoration Including Application of Type I Slurry Seal and Restriping Pavement Markings and Parking Stalls for the lump sum price of EIGHT THOUSAND SEVEN HUNDRED AND NINE DOLLARS (Words)	<u>\$ 15,572</u>	<u>\$ 15,572</u>

Fifteen thousand five hundred and seventy two dollars

TOTAL BASE BID AMOUNT: \$ 235,275

TOTAL BASE BID AMOUNT (IN WORDS):

\$ Two hundred thirty five thousand two hundred and seventy five dollars


ADDITIVE BID ITEMS

Item No.	Estimated Quantity	Unit	Description of Items Written in Words	Unit Price	Total
A1.	3	EA	Furnish and install steel removable bollards for the unit price of <u>SIX THOUSAND SEVEN HUNDRED TWO DOLLARS</u> (Words)	<u>\$ 2,234</u>	<u>\$ 6,702</u>

TOTAL ADDITIVE BID AMOUNT: \$ 6,702

TOTAL ADDITIVE BID AMOUNT (IN WORDS):

\$ SIX THOUSAND SEVEN HUNDRED TWO DOLLARS

 09/21/2021 VICE PRESIDENT
 BIDDER'S SIGNATURE DATE BIDDER'S TITLE

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

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
HARDER CONCRETE BREAKING INC	747952	1000039732	5500 FEATHER GRASS LANE YORBA LINDA, CA 92887	DEMO & EXCAVATION 5%
BLACK STAR PAVING INC	996543	100023689	18543 YORBA LINDA BLVD #319 YORBA LINDA, CA 92886	CONCRETE, ASPHALT & SEAL COAT 5%
N/A	N/A	N/A	N/A	N/A

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.

09/13/2021
Dated _____

AMTEK CONSTRUCTION
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 946 N LEMON STREET
2. Telephone (562) 696-7111
3. Type of Firm: Individual () Partnership () Corporation (X)
4. Corporation organized under the laws of the State of CALIFORNIA
5. Contractor's License: State CALIFORNIA License No. 490382 DIR No. 100009822
Expiration Date: 04/30/2023
6. Names and Titles of all officers of the firm:
PRESIDENT - STEVEN SAYCE
VICE PRESIDENT - ALAN SAYCE
SECRETARY/ TREASURER - LORETTA SAYCE
7. Number of years experience in projects of this type 38 YEARS
8. Three projects of this type recently completed:

Contract Amount	Type of Project	Date Completed	Name, Address & Telephone of Owner
<u>\$217,427</u>	<u>INSTALLATION OF CONDUIT NEW PANEL, RECEPTACLES & LIGHTING</u>	<u>12/2020</u>	<u>UNIVERSITY OF CALIFORNIA, IRVINE - 19172 JAMBOREE RD IRVINE, CA 92697 CRAIG DENNEY - (949) 812-0215</u>
<u>\$271,791</u>	<u>INSTALLATION OF TRANSFORMER, PANELS, SWITCHGEAR, CONDUIT</u>	<u>12/2020</u>	<u>ANAHEIM ELEMENTARY SCHOOL DISTRICT - 1001 S EAST ST ANAHEIM, CA 92805 LILLIE WASTER - (714) 517-7550 EXT. 4320</u>
<u>\$333,001</u>	<u>INSTALLATION OF TRANSFORMER, PANELS, SWITCHGEAR, CONDUIT & AN EV CHARGING STATION</u>	<u>12/2020</u>	<u>CITY OF COSTA MESA - 11 FAIR DRIVE COSTA MESA, CA 92626 NAZ MOKARRAM - (714) 754-5357</u>

9. Person who inspected site of the proposed work for your firm:
JUSTIN STOBERT Date Inspected 09/07/2021

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.

 ALAN SAYCE, VICE PRESIDENT
Signature Title

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Amtek Construction 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 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 10th day of September, 2021.

Amtek Construction (seal)
Alan Sance (seal)
 ALAN SANCE, VICE PRESIDENT (seal)
 _____ (seal)
 _____ (seal)
 PRINCIPAL
The Ohio Casualty Insurance Company (seal)
 _____ (seal)
 SURETY Dawn Huckabay, Attorney-in-Fact
 790 The City Drive South, Suite 200, Orange, CA 92868 (seal)
 ADDRESS

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

ACKNOWLEDGMENT

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 9/10/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro





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.

Bond No. CSBA-18666

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

Certificate No: 8205094-969561

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, Arturo Ayala; Ben Stong; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D. Stong; R. Nappi; Shaurna Rozelle Ostrom

all of the city of Orange 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 hereto this 25th day of March, 2021.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY

On this 25th day of March, 2021 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 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-9240 or email HOSUR@libertymutual.com.

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 10th day of September, 2021.



By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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 ORANGE)

On 09/10/2021 before me, DEENA MOORE, NOTARY,
Date Here Insert Name and Title of the Officer

personally appeared ALAN SAYCE, VICE PRESIDENT
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
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: _____

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

The undersigned declares:

I am the VICE PRESIDENT of AMTEK CONSTRUCTION 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 09/13/2021 [date], at ORANGE [city], CALIFORNIA [state].

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

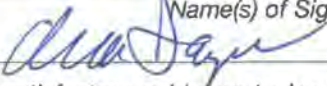
CIVIL CODE § 1189

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 ORANGE)

On 09/13/2021 before me, DEENA MOORE, NOTARY
Date Here Insert Name and Title of the Officer

personally appeared ALAN SAYCE, VICE PRESIDENT
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 
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: _____

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

DATE: September 13, 2021

ADDENDUM NO: 1

2001 NORTH GAREY AVENUE POWER UPGRADE

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

PLANS:

No Changes.

SPECIFICATIONS:

1. The Bid Opening date is hereby amended to occur on **Tuesday, September 21, 2021 at 10:00 AM** at RKA's office. All references in the bid documents to the bid opening date and time shall be amended accordingly.

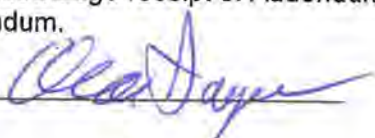


Art Casillas
Construction Manager

ADDENDUM ACKNOWLEDGEMENT

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

ALAN SAYCE
Name



AMTEK CONSTRUCTION
Contractor

VICE PRESIDENT
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

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
Antonette Navarro, 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**

**2001 NORTH GAREY AVENUE
POWER UPGRADE**

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

**ROBIN CARDER, CHAIR, CITY OF LA VERNE
JED LEANO, VICE-CHAIR, CITY OF CLAREMONT
RONALD T. VERA, CITY OF CLAREMONT
ELIZABETH ONTIVEROS-COLE, CITY OF POMONA
CAROLYN COCKRELL, CITY OF LA VERNE
ANTONETTE NAVARRO, 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 Tuesday, September 14th, 2021 sealed proposals for the performance of the above described services.

ATTACHMENT 6-C

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NOTICE INVITING BIDS (continued)

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 **Tuesday, September 14th, 2021** for construction of:

2001 NORTH GAREY AVENUE POWER UPGRADE

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 a concrete pad, cabinet, conduit, cabling, conductors, grounding, and all components to achieve the intended function of the system in conformance with applicable State and City Codes and related equipment, demolition of existing panel, reconnection of the building electrical system to the new panel, testing, necessary rerouting and adjustments, restoration, painting and all other required equipment labor and materials to return the building back to full function and original conditions.

COMPLETION OF WORK: All improvements shall be completed within **twenty (20)** 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.

NOTICE INVITING BIDS (continued)

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.

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-10" 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.

BIDDER'S EXAMINATION OF SITE: **The project site is secured. Access to the site will be granted during the non-mandatory pre-bid meeting to be held at 10:00 am on September 7th, 2021.** Prospective bidders shall meet at the building gate entrance off of Penfield St. All attendees shall abide by the current State and County guidelines for health and safety related to COVID-19. Face masks are required for all attendees. Attendees will have an opportunity to inspect the building interior during the pre-bid meeting. Attendance is not required but strongly recommended.

1st Publication: August 27th, 2021

2nd Publication: September 3rd, 2021

Bid Date: September 14th, 2021

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 bidder. On the failure or refusal of such second or

INSTRUCTIONS TO BIDDERS (continued)

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:

**2001 NORTH GAREY AVENUE
POWER UPGRADE**

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:

BASE BID ITEMS

Item No.	Estimated Quantity	Unit	Description of Items Written in Words	Unit Price	Total
1.	1	L.S.	Clearing and grubbing, traffic control, mobilization, BMPs and NPDES compliance for the lump sum price of _____ _____ (Words)	\$ _____	\$ _____
2.	1	L.S.	Modify existing irrigation system 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.	Furnish and install MSA foundation, cabinet, interior panels, and all other components required to achieve the intended function for the lump sum price of _____ _____ (Words)	\$ _____	\$ _____

PROPOSAL FORM (continued)

BASE BID ITEMS

Item No.	Estimated Quantity	Unit	Description of Items Written in Words	Unit Price	Total
5.	1	L.S.	Coordinate SCE connection to new MSA and interior panels, and removal of existing connection for the lump sum price of _____	\$ _____	\$ _____
			_____ (Words)		
6.	1	L.S.	Connect MSA to building electrical system, test all functions and repair or modify as needed to return full function for the lump sum price of _____	\$ _____	\$ _____
			_____ (Words)		
7.	1	L.S.	Remove existing electrical system hardware no longer required for function, and restore site features impacted by construction and improvements for the lump sum price of _____	\$ _____	\$ _____
			_____ (Words)		
8.	1	L.S.	Install 4" and 5" PVC Conduit and Precast Transformer Pad per SCE Plans for the lump sum price of _____	\$ _____	\$ _____
			_____ (Words)		

PROPOSAL FORM (continued)

BASE BID ITEMS

Item No.	Estimated Quantity	Unit	Description of Items Written in Words	Unit Price	Total
9.	1	L.S.	Parking Lot Restoration Including Application of Type I Slurry Seal and Restriping Pavement Markings and Parking Stalls for the lump sum price of	\$ _____	\$ _____

			(Words)		

TOTAL BASE BID AMOUNT: \$ _____

TOTAL BASE BID AMOUNT (IN WORDS):
\$ _____

ADDITIVE BID ITEMS

Item No.	Estimated Quantity	Unit	Description of Items Written in Words	Unit Price	Total
A1.	3	EA	Furnish and install steel removable bollards for the unit price of		

			(Words)	\$ _____	\$ _____

TOTAL ADDITIVE BID AMOUNT: \$ _____

TOTAL ADDITIVE 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: _____, 2021

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

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 _____, 2021.

PRINCIPAL

SURETY

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 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 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,

AGREEMENT

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 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 Power Upgrade 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.

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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.

AGREEMENT

iii. Errors And Omissions Insurance: \$1,000,000.00 per occurrence.

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

18. ENTIRE AGREEMENT

This Agreement shall become effective upon its approval and execution by Tri-City.

AGREEMENT

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: _____
Antonette Navarro, 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

**2001 NORTH GAREY AVENUE
POWER UPGRADE**

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 _____, 2021.

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

**2001 NORTH GAREY AVENUE
POWER UPGRADE**

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
_____, 2021.

PRINCIPAL
BY: _____
(SEAL)

SURETY
BY: _____
(SEAL)

RELEASE

Owner: _____

Contractor: _____

Project: **2001 NORTH GAREY AVENUE POWER UPGRADE**

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 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one 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>Note: 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 not 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>4 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><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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.

Social security number						
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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.

Sign Here	Signature of U.S. person ▶	Date ▶
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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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

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 ²
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 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**

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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
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 2001 N. Garey Avenue. The Contractor shall coordinate all outages with Tri City Mental Health Authority Staff. Interruption of power shall. 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

GENERAL CONDITIONS (continued)

right or subrogate against any party for sums not paid by insurance. For its part, 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 of 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 the right, but not the duty, to obtain 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

GENERAL CONDITIONS (continued)

notice of any material alteration or non-renewal of any such coverage, and to require 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

GENERAL CONDITIONS (continued)

requirement in no way imposes any additional obligations on Owner nor does it waive any rights hereunder in this or any other regard.

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.

GENERAL CONDITIONS (continued)

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 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.

GENERAL CONDITIONS (continued)

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.

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 there 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.

GENERAL CONDITIONS (continued)

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.

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.

GENERAL CONDITIONS (continued)

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.
- (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

GENERAL CONDITIONS (continued)

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 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

GENERAL CONDITIONS (continued)

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.

2.08 AS-BUILT DRAWINGS (continued)

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.

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,

GENERAL CONDITIONS (continued)

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.
- (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.

GENERAL CONDITIONS (continued)

- (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)
 - 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.

GENERAL CONDITIONS (continued)

- (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.

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.

GENERAL CONDITIONS (continued)

- (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 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.

GENERAL CONDITIONS (continued)

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 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.

GENERAL CONDITIONS (continued)

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 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.

GENERAL CONDITIONS (continued)

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.

- (a) 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.

GENERAL CONDITIONS (continued)

- (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 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.

GENERAL CONDITIONS (continued)

- (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 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:

GENERAL CONDITIONS (continued)

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.

GENERAL CONDITIONS (continued)

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 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

GENERAL CONDITIONS (continued)

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.

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

GENERAL CONDITIONS (continued)

- 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 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.

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 schedule the service switch over to occur at a time acceptable to Tri City Mental Health Authority. The Contractor shall coordinate with the City inspector to complete required inspections on the day of service switch over to minimize building power system down time.

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

GENERAL CONDITIONS (continued)

the Contractor to any single and or a group of activities on the critical path of the project whether or 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

GENERAL CONDITIONS (continued)

application for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex.

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

GENERAL CONDITIONS (continued)

required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

- (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 ITEM**

Mobilization, Traffic Control, Clearing and Grubbing, Grading, and NPDES Compliance – 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) Grading
- (e) 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.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

- 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.
- 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, Grading, 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.

Modify Existing Irrigation System – Bid Item No. 2

This Bid Item shall include all labor materials and equipment required for the modification of the 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

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

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.

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, SCE and other related entities to minimize the building system power outages in frequency and duration. 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.

Furnish and install MSA foundation, cabinet, and all other components required to achieve the intended function – Bid Item No. 4

Coordinate SCE connection to new MSA and interior panels, and removal of existing connection – Bid Item No. 5

Connect MSA to building electrical system, test all functions and repair or modify as needed to return full function – Bid Item No. 6

Remove existing electrical system hardware no longer required for function, and restore site features impacted by construction and improvements – Bid Item No. 7

SECTION 260500 - BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

1.02 SECTION INCLUDES

- A. This Section provides the Basic Electrical Requirements which supplement the General Conditions and apply to all Division 26 Sections.

1.03 RELATED SECTIONS

- A. Division 03 Section "Cast-In-Place Concrete".
- B. Division 31 Section "Excavation and Fill for Utilities".

1.04 BASIC ELECTRICAL REQUIREMENTS

A. Quality Assurance:

1. Electrical work shall be done by an Electrical Contractor holding a C-10 and other licenses and permits required.
2. See other sections of these specifications for other qualification requirements.

B. Drawings and Specifications Coordination:

1. For purposes of clearness and legibility, Electrical Drawings are essentially diagrammatic. Size and location of equipment is indicated to scale whenever possible. Contractor shall verify all conditions, data and information as indicated on Drawings and in Specification Sections where Electrical work is required.
2. Electrical Drawings indicate required size and points of termination of conduits, number and size of wires, and suggest proper route for conduit. It shall be responsibility of Contractor to install conduits with minimum number of bends to conform to structure, avoid obstructions, preserve headroom, keep openings and passageways clear, and meet all applicable code requirements. Routing of conduits may be changed, if approved by the Electrical Inspector, provided that the length of any conduit run is not increased or decreased more than 10 percent of length indicated on Drawings.
3. It is intended that outlets be located symmetrical with Architectural elements notwithstanding fact that locations indicated on Drawings may be distorted for clarity.
4. Architectural and Structural Drawings take precedence over Electrical Drawings in representation of general construction work. Drawings of various trades take precedence in representation of work of those trades. Contractor shall refer to all Drawings to coordinate the Electrical work with work of other trades.

C. Terminology:

1. Term "signal system" shall apply to clock, bell, fire alarm, annunciator, sound, public address, buzzer, public telephone, television, inter-communication, and security systems.
2. Term "low voltage" shall apply to systems operating at 600 volts and under.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

3. Term "provide" used on Drawings and elsewhere in the Specifications shall be considered to mean "furnish and install".
4. Term "UL" means Underwriters Laboratories Inc.

D. Regulations:

1. Electrical work shall meet requirements of the authorities having jurisdiction and the current edition of the California Building Code. Material and labor shall conform to Regulations of the National Board of Fire Underwriters for Electrical Wiring and Apparatus. All material shall be new and shall be "UL" listed.

E. Structural Considerations for Conduit Routing:

1. Where conduits are to pass through or will interfere with any Structural member, or where notching, boring or cutting of the structure is necessary, or where special openings are required through walls, floors, footings, or other buildings elements, to accommodate the electrical work, such work shall conform to California Building Code, Part 2, Title 24, Section 1906 for conduits and pipes embedded in concrete and Section 2326.11.9 and 2326.11.10 for notches and bored holes in wood; for steel, as detailed on the Structural Drawings.
2. Where a concrete encasement for underground conduit abuts a foundation wall or underground structure which the conduits enter, encasement shall, rest on a haunch integral with wall or structure, or shall extend down to footing projection, if any, or shall be doveled into structure unless otherwise indicated. Underground structures shall include manholes, pull boxes, vaults and buildings.
3. Holes required for conduit entrances into speaker poles, floodlight poles or other poles, shall be drilled and conduit nipple or coupling shall be welded to poles. Welds shall be by the electric arc process and shall be continuous around nipple or coupling.
4. Unless specified on structural drawings, any alterations or modifications to a structural element by cutting, drilling, boring, bracing, welding etc. shall have a written approval by Structural Engineer of record prior to start of work.

F. Electrically Operated Equipment and Appliances:

1. Equipment and Appliances Furnished by Contractor:
 - a. Electrical work shall include furnishing and installing wiring enclosures for, and the complete connection of all electrically operated equipment and appliances and any electrical control devices which are specified to be furnished and installed in this or other Electrical Sections of these Specifications, except Electrical work specified or indicated to be in the Mechanical work. All wiring enclosures shall be installed concealed except where exposed work is indicated on Electrical Drawings.
 - b. Connections shall be made as necessary to completely install equipment ready for use. Equipment shall be tested for proper operation and, if motorized, for proper rotation. If outlets of incorrect Electrical characteristics or if any equipment fails to operate properly, Contractor shall

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

report to the Electrical Inspector in writing, listing buildings and rooms in which located, the name, make and serial number of equipment, and a description of defect.

2. Equipment and Appliances Furnished by Others:
 - a. Equipment and appliances indicated on Drawings as N.I.C. (Not in Contract), "Furnished by Others", or "Furnished by the Owner", will be delivered to the Site. Required Electrical connections shall be made for all such equipment and appliances in accordance with accepted trade practices under direction of the Electrical Inspector. All motorized equipment will be furnished factory wired to a control panel or junction box unless otherwise indicated. Appliances will be furnished equipped with portable cord and cap. Provide disconnect switches where required.
 - b. Connections to equipment furnished under other Sections of this Specification shall be part of the Electrical Work. Work shall include internal wiring, installation, connection and adjustment of bolted drive motors in which the motor is supplied as a separate unit and connections only for equipment furnished with factory installed internal wiring, except as further limited by Drawings and other Sections of this Specification. Work shall include furnishing and installing suitable outlets, disconnecting devices, starters, push button stations, selector switches, conduit, junction boxes, and wiring necessary for a complete Electrical installation. Work shall also include furnishing and installing conduit and boxes, for HVAC control system, furnished under Mechanical. Devices and equipment furnished shall be of same type used elsewhere on job or as specified.
 - c. Electrical equipment furnished under other Sections of this Specification for installation and connection under work of this Section shall be delivered to the installation location by the Contractor furnishing the equipment.
 - d. Mechanical equipment furnished under other Sections of this Specification, and requiring Electrical connection under this Section, will be set in place by Contractor furnishing equipment.
 - e. Suitability and condition of equipment furnished by other Sections of this Specification, shall be determined in advance of installation. Immediate notice of damage, unsuitability or lack of parts shall be given to the Architect.

G. Protection of Materials:

1. Provide for safety and good condition of all materials and equipment until final acceptance of project by the Architect/Owner. Protect all materials and equipment from damage and provide adequate and proper storage facilities during progress of work. All damaged and defective work shall be replaced prior to final inspection.

H. Cleaning:

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

1. Exposed parts of Electrical work shall be left in a neat, clean, usable condition. Finished painted surfaces shall be unblemished and metal surfaces shall be polished.
2. Thoroughly clean all parts of apparatus and equipment. Exposed parts which are to be painted shall be thoroughly cleaned of cement, plaster and other materials. Remove grease and oil spots with solvent. Such surfaces shall be wiped and all corners and cracks scraped out. Exposed rough metal work shall be smooth, free of sharp edges, carefully steel brushed to remove rust and other spots, and left in proper condition to receive finish painting.
3. Contractor shall remove from the Site all debris and rubbish caused by the Electrical work. He shall thoroughly clean building of dirt, debris, rubbish, marks, etc., caused by performance of work.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Consult with Electrical Inspector before starting work.
- B. All exposed conduits and boxes shall be painted to match the surfaces adjacent to installation.
- C. Coordinate Electrical work with the work of other trades.
- D. All trenches outside of barricade limits shall be backfilled and paved no later than 72 hours after being opened. During the time that trenches are open in traffic areas the Contractor shall provide traffic plates.
- E. All electrical equipment shall be braced or anchored to resist a horizontal force acting in any direction per CBC Section 1632A. Where anchorage details are not indicated on drawings, The field installation shall be subject to approval of the Structural Engineer.
- F. The representation of physical placement of existing conduits has been developed from the best information available to the school representative at the time the drawings were prepared. The school representative provides this information only as a general guideline for the convenience of Bidders/Contractors and does not guarantee or warrant in any way, expressed or implied, the accuracy of these representations. Nothing in this disclaimer affects, in any way, the duty of the Contractor to furnish accurate "As Built" Drawings after completion of the contract.
- G. When trenching for new underground conduits, exercise care to avoid damage to existing underground utilities.

END OF SECTION 260500

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

SECTION 260505 - BASIC ELECTRICAL MATERIALS

PART 4 - GENERAL

4.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

4.02 SECTION INCLUDES

- A. Boxes, Enclosures, Keys and Locks.
- B. Receptacles and Switches.
- C. Identifications and Signs.

4.03 RELATED SECTIONS

- A. Division 26 Section "Basic Electrical Requirements".

4.04 SUBMITTALS

- A. Submit in accordance with Division 01 Sections.

PART 5 - PRODUCTS

5.01 BOXES, ENCLOSURES, KEYS AND LOCKS

- A. Outlet Boxes and Fittings:
 - 1. Outlet boxes used in concealed work shall be galvanized steel, pressed or welded type, with knockouts.
 - 2. In exposed work, outlet boxes and conduit fittings required where conduit runs change direction or size, shall be cast metal with threaded cast hubs cast integral with box or fitting. Boxes and fittings shall not have unused spare hubs except as otherwise indicated or specified.
 - 3. Fittings shall be cast metal and non-corrosive. Ferrous metal fittings shall be cadmium plated or zinc galvanized. Castings shall be true to pattern, smooth, straight, with even edges and corners, of uniform thickness of metal, and shall be free of cracks, gas holes, flaws, excessive shrinkage and burnt-out sand.
 - 4. Covers for fittings shall be galvanized steel or non-corrosive aluminum and shall be designed for particular fitting used.
 - 5. Light fixture outlets shall be 4 inch octagon, 4 inch square, 2-1/8 inch deep or larger, depending upon number of wires or conduits therein, and shall be equipped with 3/8 inch malleable iron fixture studs, and plaster rings. Plaster rings shall have round opening with 2 ears drilled 2-23/32 inch center to center.
 - 6. For local switch outlets use 4 inch square 2-1/8 inch deep, boxes for single gang, 5 inch square boxes for two-gang, and special solid gang boxes with gang plaster ring for more than 2 switches.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

7. For all receptacle, telephone, and data outlets, use 4 inch square, 2-1/8 inch deep boxes or larger, if necessary, with single gang plaster rings. For television outlets, use 4-gang deep boxes and 4-gang plaster rings.
8. Plaster rings shall be provided on all flush mounted outlet boxes except where otherwise indicated or specified. All plaster rings shall be same depth as finished surface.
9. In existing plywood wall or drywall construction, and where flexible steel conduit is fished into walls, one-gang and two-gang outlets for wiring devices may be sectional steel boxes with plaster ears. Boxes shall be fastened to plywood with a flat head screw in each plaster ear screw hole. Boxes fastened to gypsum board shall be "Gripsite" by Raco.
10. Factory made knock-out seals shall be installed to seal all box knock-outs which are not intact.
11. At each location where flexible conduit is extended from a flush outlet box, provide and install a weather-proof universal box extension adapter.

B. Junction and Pull-Boxes:

1. Junction and pull-boxes, in addition to those indicated, shall only be used where absolutely necessary with specific direction of the Electrical Inspector in each case.
2. Interior and non-weatherproof boxes shall be constructed of blue or galvanized steel with ample laps, spot welded, and shall be rigid under torsional and deflecting forces. Boxes shall have auxiliary angle iron framing where necessary to ensure rigidity. Covers shall be fastened to box with a sufficient number of brass machine screws to ensure continuous contact all around. Flush type boxes shall be drilled and tapped for cover screws at Site if boxes are not installed plumb. All surfaces of pull and junction boxes and covers shall be given one coat of metal primer, and one coat of aluminum paint.
3. Weatherproof pull and junction boxes shall conform to foregoing for interior boxes with following modifications: Cover of flush mounting boxes shall have a weather-tight gasket cemented to and trimmed even with cover all around. Surface or semi-flush mounting pull and junction boxes shall be UL approved as rain-tight and shall be complete with threaded conduit hubs. All exposed portions of boxes shall be galvanized and finished with a prime coat and coat of baked-on grey enamel.
4. All junction and pull-boxes shall be rigidly fastened to the structure and shall not depend on conduits for support.
5. Underground Concrete Pull Boxes:
 - a. Precast Concrete Pull Boxes. Concrete pull boxes shall be traffic type, reinforced for H-20 Traffic bridge loading, Precast concrete. Pull boxes with inside dimensions 2 feet - 0 inches by 3 feet - 0 inches by 3 feet - 0 inches deep shall consist of a base section, top ring, and cover. Base section shall have two 10 inch by 10 inch knockouts in each 3 feet - 0 inch side, and one 20 inch by 20 inch knockout in each 2 feet - 0 inch side. Pull boxes with inside dimension 4 feet - 0 inches by 4 feet - 0 inches by 4 feet - 0

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

inches deep shall consist of a base section, mid section, topping, and cover. Base section shall have two 8 inch by 16 inch knockouts on each of two opposite sides, and one 20 inch by 20 inch knockout on each of the other two opposite sides. All pull boxes shall have a minimum of 6 inch diameter sump knockout, and 1 inch diameter ground rod knockout. In each pull box, furnish and install cable racks on walls. Each rack shall be equipped with 3 porcelain cable holders on a vertical steel mounting bar. Each pull box shall have 3/4 inch diameter pull irons. Covers shall be traffic type consisting of steel safety plate bolted to frame. Covers shall be marked "ELECTRICAL", "POWER" "TELEPHONE", "SIGNAL" or "GROUND", as required. Pull boxes shall be as manufactured by Quickset, or approved equal.

- b. Provide end bells in all duct entrances. Terminate each metal conduit with insulated bushing having grounding terminal, O.Z. Type "Big".
 - c. Place pulling irons on opposite walls and below horizontal centerlines of ducts and bricked-up openings, and in bottom. Install pulling irons with each end hooked around a reinforcing bar.
 - d. Install a floor drain in every concrete pullbox into a sump containing 10 cubic feet of 1 inch crushed rock; minimum size 48 inches deep and 36 inches diameter. Provide 36 inch length of tile pipe extending down into the sump. Provide a grille over the top opening of pipe.
 - e. Install a 3/4 inch diameter, 10 foot - 0 inch copperweld steel ground rod in every power concrete pull-box. Locate near a wall with 6 inch projection above floor for ground clamps. Permanently and effectively ground all metal equipment cases, cable racks, etc., in all pull boxes.
 - f. Provide a 6 inch deep sand base under each pull box.
 - g. Identify all power and signal cables by tagging in all manholes and pull boxes. Tie securely to cables with nylon cord or insulated type TW wire. Tie so that turns of wires do not form a closed electrical circuit.
 - h. Top of steel plate shall have a minimum coefficient of static friction of 0.5 for either wet or dry conditions, when tested for any shoe sole material. Testing and certification of the friction factor shall be conducted by an independent testing laboratory approved by the engineer, under the direction of a registered Civil or Quality Engineer. Testing shall conform to ASTM D 1047, ASTM F 489, or ASTM F 609, or other procedure approved by the Engineer.
6. Underground utility boxes shall be reinforced concrete with non-setting shoulders to prevent settlement following installation. Boxes shall be furnished with cast iron cover with finger hole, size as indicated on Drawings. Utility boxes shall be as manufactured by Quickset, or approved equal.
 7. Manholes, vaults and pull-boxes required by utility company, and installed by Electrical Contractor, shall meet all requirements of utility company.

C. Keys and Locks:

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

1. Contractor shall provide 2 keys with each door lock furnished, including cabinet door locks, switchboard locks, etc.; and shall provide 2 keys for each lock switch on a switchboard or control panel; and shall provide 2 keys with each interlock or other lock switch furnished. Deliver keys to the Owner's representative. Unless otherwise specified, keys shall be Corbin 60.
2. Locks shall be keyed to a Corbin 60 key for access to operate equipment and Corbin 70 key for service access. Special keys and locks shall be provided where specified.

5.02 RECEPTACLES AND SWITCHES

A. Receptacles:

1. Duplex receptacles shall be specification grade, 20 amperes, 125 volts, 3 wire, side wired with binding screws, parallel slots, U-ground, plaster ears and captive mounting screws. Body shall be nylon. Receptacles shall be heavy duty, 3 blade current carrying contacts and double wide flat blade ground contacts. Receptacles shall be NEMA 5-20R, Hubbell # CR5352-(1) Ivory or approved equal.
2. Single receptacles shall be specification grade, grounding type, side wired, with binding screws, receptacles shall have standard size ivory bakelite base. For circuits consisting of one single receptacle only, ampere rating of receptacle shall be the same as circuit breaker or fuse. 15 ampere, 125 volt receptacles shall be NEMA 5-15R, Hubbell #HBL-526-1I. 20 ampere, 125 volt receptacles shall be NEMA 5-20R, Hubbell #HBL-536-1I.
3. Kiln receptacles and range receptacles shall be 3-pads, 4-wire, grounding type, rated 50 amperes at 125/250 volts, polarized, Hubbell #8450-A.Nema 15-50P.
4. Dryer receptacles shall be 3-wire, non-grounding type, rated 30 amperes at 125/250 volts, polarized, with "L" shaped and angled straight contacts and ivory bakelite base, Hubbell #9350 with single-gang black phenolic stainless steel plate Hubbell # HBL-S723.
5. Ground fault interrupter type receptacles shall consist of a single receptacle and reset device manufactured in a standard configuration for use with a duplex plate. Receptacles shall be feed-thru, 20 ampere, NEMA 5-20R, ivory in color and shall be Hubbell # GF-5352-I, or equal. Exterior mounted receptacles shall be weatherproof.
6. Weatherproof receptacles shall, except where otherwise indicated or specified, consist of a duplex receptacle as specified herein and a metal plate with die cast hinged lid and weatherproof mat, Hubbell # GF5352-I with weather proof cover Hubbell #WP26.
7. Surge suppression receptacles for electronic and computer equipment shall be 20 ampere, 125 VAC, NEMA 5-20R, Hubbell # HBL5360-SA. Or approved equal.
8. Tamper resistant receptacles shall be 15 amp, 125 volts, Hubbell Cat. No. HBL8200-SG-I. (Nema 5-15R).

B. Switches:

1. Local Switches:

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

- a. Local switches shall be tumbler type, specification grade, rated 20 amperes at 120-277 volts AC only, with plaster ears, binding screws for side wiring, and standard size composition cups which fully enclose the mechanism. Switches shall be approved for use at currents up to the full rating on resistive, inductive, tungsten filament lamp and fluorescent lamp loads, and for up to 80 percent of the rating for motor loads. Switches shall be single pole, double pole, 3-way, 4-way, non-lock type. Non-lock type switches shall have ivory handles, and switch shall be Hubbell HBL 1221-I single pole, HBL 1222-I double pole, HBL 1223-I 3-way, and HBL 1224-I 4-way.
- b. All lock type switches shall have metal or nylon key guides with "ON/OFF" indication, and shall be operable by the same key. Keys for lock type switches shall be forked type, cut from 1/16 inch stock. Fork dimensions shall be: External 1/4 inch, Internal 5/32 inch, depth 3/16 inch and radius 5/64 inch. Key switches shall be Hubbell HBL1221-L single pole, HBL1222-L double pole, HBL1223-L three-way, and HBL1224-L four-way or approved equal.
- c. Rotary lock switches shall incorporate a tumbler type lock to prevent unauthorized operation. Lock shall be tumbler type by P & F Corbin, keyed to a HH41 key. Lock switch shall be installed with pin tumblers facing downward. Key shall be removable in all positions. Each device shall be complete with 2 keys. Keys shall be delivered only to the Electrical Inspector. Switches shall be rated at 20 amperes, 120-277 volt AC. Switches shall be as follows: single pole switches shall be Arrow-Hart 1191; double pole switches shall be Arrow-Hart 1192; 3-way switches shall be Arrow-Hart 1193. Switch plates shall be of stainless steel, engraved with "ON" and "OFF" positions. Switch plates shall be Arrow-Hart 1187. For switch plates of 2 or more gangs, provide special order plates equal to the single gang plate.
- d. Pilot light switches shall be rated 20 amps and shall conform to the specifications for "local switches". The switches shall have red, rugged "Lexan" handles that are lighted by long-lasting neon lamps. Pilot light shall light when load is on. Single pole, 120 volt switches shall be Hubbell HBL1221-PL. Single pole, 277 volt switches shall be Hubbell HBL1221-PL7.
- e. Remote control switches for mechanically held contactors arranged for 3-wire control shall be tumbler type, momentary contact, single pole, 3-position with center "OFF", rated 20 amperes at 120-277 volts AC only, with plaster ears, binding screws for side wiring, standard size composition cups which fully enclose mechanism, and ivory handles; Hubbell HBL1556-I.

5.03 IDENTIFICATION AND SIGNS

A. Identification Plates:

1. Following equipment shall be provided with identifications plates unless otherwise specified: switchboards, unit substations, motor control centers, control

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

panels, push button stations, time switches, contactors, motor starters, motor switches, panelboards, and terminal cabinets.

2. Identification plates shall adequately describe function, voltage and phase of particular equipment involved. Where identification plates are detailed or described on Drawings, inscription and size of letters shall be as indicated. For lighting and power panels, identification plates shall indicate panel designation, voltage and phase of panel. For terminal cabinets, identification plates shall indicate system housed therein.
3. Identification plates shall be black and white nameplate stock of bakelite with characters cut through black exposing white. Plates shall have beveled edges and shall be securely fastened in place with #4 Phillips head, cadmium plated steel, self-tapping screws. Characters shall be 3/16 inch high, unless otherwise indicated.

B. Markings:

1. Following equipment and controls shall have markings:
 - a. Surface-mounted starters, switches, disconnect switches, contactors, and other devices controlling motors and appliances. Abbreviations acceptable to the Electrical Inspector, along with an identifying number, shall be used. Markings shall be done with locking type stencils using paint of a contrasting color. Figures shall be 3/8 inch high unless otherwise indicated. Dymo Industries, Inc., self-sticking plastic labels, having embossed characters made with a typewriter, may be used, in lieu of stencils and paint.
2. High Voltage: High voltage switchboards, cabinets, boxes, and conduits exposed in accessible locations, including under buildings and in attics, shall be marked "DANGER - HIGH VOLTAGE". Markings for switchboards shall consist of an #18 gage steel, porcelain enamel sign, of standard manufacture. Markings for boxes, cabinets and conduits shall be by means of stenciling or printed self-adhesive markers, Westline "Tel-A-Pipe". Letters shall be black on orange background and not less than 1-7/8 inch high. On conduit runs, marking shall be applied at intervals not exceeding 10 feet in any individual area. Markings shall be done only after other painting has been completed.

C. Warning Signs:

1. Provide a warning sign on outside of each door or gate to rooms or enclosures containing high voltage equipment. Signs shall read: "WARNING - HIGH VOLTAGE - KEEP OUT". Lettering shall be 2 inches high.
2. Provide a warning sign on each high voltage non-load break disconnect and fused cutout (not oil filled). Signs shall read: "DO NOT OPEN UNDER LOAD". Lettering shall be 2 inches high.
3. Signs shall be of standard manufacture #18 gage steel, with porcelain enamel finish. Letters shall be red on white background.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

PART 6 - EXECUTION

6.01 BOXES INSTALLATION AND SUPPORT

- A. Outlet boxes shall be flush with finished surface of wall or ceiling. They shall be plumb and securely fastened to structure, independent of conduit. Except where otherwise indicated, factory-made bar hangers shall be used to support outlet boxes.
- B. Outlet boxes installed in suspended or furred ceilings with steel runner or furring channels, shall be supported, except where otherwise indicated, by a Unistrut #P-4000 channel spanning main ceiling runner channels. Each box shall be supported from its channel by a 3/8 inch 16 threaded steel rod with a Unistrut #P-4008 nut and a Tomic #711-B Adapta-Stud. Rod shall be tightened to a jamb fit with channel and its nut. Box shall be locked to the rod by means of a 1/2 inch locknut on stud and a 3/8 inch 16 hex nut locking stud to rod.
- C. Heights of outlets and equipment indicated on Drawings shall govern, but absence of such indications, following heights shall be maintained, (Heights are to centerline unless otherwise noted):
 - 1. Wall mounted telephone, light switch, other switches, and fire alarm pull stations: 48 inches above finished floor.
 - 2. Bell outlets in corridors: 12 inches below ceiling.
 - 3. Clock, speaker, and bell outlets in classrooms and offices: 8 feet - 0 inches above finished floor.
 - 4. Fire alarm strobe lights: 80 inches to bottom of light above finished floor.
 - 5. Outside bell and yard light outlets: 4 feet - 0 inches above second floor level for 2 or more story buildings, 12 inches below top plate level for one story buildings without covered porch or arcade, and 12 inches below covered porch and arcade ceilings.
 - 6. Desk telephones, receptacle outlets and data outlets: 15 inches above finished floor.
 - 7. Panelboards and terminal cabinets: 6 feet - 6 inches to top above finished floor.
 - 8. Television outlets shall be located at a height corresponding to location of TV monitor, or a minimum of 15 inches above finished floor.

6.02 PLATES

- A. Provide a plate on each new switch, plug, pilot light, data, interphone, public telephone, and television outlet, and on existing and reset outlets where so indicated. Plates shall be of stainless steel unless otherwise specified.
- B. Flush wiring device and signal system outlets indicated to be blank covered, shall be covered with blank stainless steel plates. Flush lighting outlets to be capped shall be covered with Wiremold # 5736 steel covers, painted to match the surrounding finish. Surface-mounted outlets indicated to be capped shall be covered with blank stainless steel covers.
- C. Switch and receptacle plates shall be provided with engraved designations under any one of following:
 - 1. Three gang and larger gang switches.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

2. Lock switches.
 3. Pilot Switches.
 4. Switches so located that operator cannot see one of the fixtures or items for equipment controlled with his hand on the switch.
 5. Switches not in same room with fixtures or items of all unit heaters, air curtains, fly fans, etc.
 6. Receptacles operating at other than 120 volts.
 7. Switches operating on 277 volts.
 8. Where indicated on Drawings.
- D. Designations shall be as indicated on Drawings or as specified and shall be engraved in plates with 3/16 inch high block type letters filled with black enamel. Where designations are not indicated or specified they will be given after Contract is awarded. For estimating purposes, they may be assumed not to exceed more than 10 letters per gang.

6.03 IDENTIFICATION OF CIRCUITS AND EQUIPMENT

- A. Switchboards, motor control centers, transformers, panelboards, circuit breakers, disconnect switches, starters, pushbutton control stations and other apparatus used for operation or control of circuits, appliances or equipment, shall be properly identified by means of descriptive nameplates or tags permanently attached to apparatus or wiring.
- B. Nameplates shall be engraved laminated bakelite or etched metal. Shop drawings with dimensions and format shall be submitted to the Architect before installation. Attachment to equipment shall be with escutcheon pins, rivets, self-tapping screws or machine screws. Self-adhering or adhesive backed nameplates are not acceptable.
- C. Tags shall be attached to feeder wiring in conduits at every point where runs are broken or terminated, and shall include pull wires in empty conduits. Circuit, phase and function shall be indicated. Branch circuits shall be tagged in panelboards and motor control centers. Tags may be made of pressure-sensitive plastic or embossed self-attached stainless steel or brass ribbon.
- D. Cardholders and cards shall be provided for circuit identification in panelboards. Cardholders shall consist of metal frame retaining a clear plastic cover permanently attached to inside of panel door. List of circuits shall be typewritten on a card. Circuit description shall include name or number of circuit, area, and connected load.
- E. Junction and pullboxes shall have covers stencilled with box number when indicated on Drawings, or circuit numbers according to panel schedules. Data shall be lettered in a conspicuous manner with a color contrasting with finish.
- F. Name shall be correctly engraved with a legend indicating function or areas, when required by Codes, or indicated on Drawings.

END OF SECTION 260505

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

SECTION 260519 - LOW VOLTAGE WIRE 600 VOLT AC

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Low voltage wire, splices, terminations and installation.
- B. This Section describes single conductor THWN or THHN, a general purpose building wire insulated with polyvinyl chloride (PVC) and covered with a tough protective sheath of nylon intended for lighting and power circuits at 600 volts or less. The wire may be operated at 90 °C in dry locations and is listed by Underwriters Laboratories for use in accordance with Article 310 of the National Electrical Code.

1.03 SUBMITTALS

- A. Submit in accordance with Division 01 Sections.

PART 2 - PRODUCTS

2.01 WIRE

- A. Wire shall be single conductor type THHN or THWN insulated with polyvinyl chloride (PVC) and covered with a tough protective sheath of nylon, rated at 600 volts. The wire may be operated at 90°C maximum continuous conductor temperature in dry locations and 75°C in wet locations and shall be listed by Underwriters Laboratories under Standard 83 for Thermoplastic Insulated Wires. Conductors shall be solid copper for #10 AWG and smaller conductors and stranded copper for #8 AWG and larger conductors. Each conductor shall be insulated with PVC and sheathed with nylon. Each wire shall be identified by surface marking indicating manufacturer's identification, conductor size and metal, voltage rating, UL symbol, type designations and optional rating. Wire shall be tested in accordance with the requirements of UL Standard for types THWN or THHN.
- B. Conductors shall be solid Class B or stranded Class C, annealed uncoated copper per UL Standards 83 or 1063.

2.02 STANDARDS

- A. THWN/THHN wire shall comply with the following standards:
 - 1. UL 83 for thermoplastic insulated wires.
 - 2. UL 1063 for machine tool wires and cables.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

PART 3 - EXECUTION

3.01 WIRE INSTALLATION

- A. Wire shall not be installed until all plastering throughout building is completed, and all debris and moisture removed from conduits, boxes, and cabinets.
- B. Wire-pulling compounds used as lubricants in installing conductors in raceways shall only be talc or other compounds approved and listed by UL. No oil, grease, graphite, or similar substances may be used. Pulling of #1/0 or larger conductors shall be done only with an approved cable pull machine.
- C. At all outlets for light, power and signal equipment, pigtail splices with 8 inch circuit conductor leads shall be provided for connection to fixtures, equipment and devices.
- D. Pressure cable connectors, pre-insulated "Scotchlok", 'Y', 'R', or 'B' spring-loaded twist-on type, may be used for splicing #8 gage or smaller conductors, for all wiring systems, except public address, or system clocks.
- E. All joints, splices, taps and connections for cables, #6 gage and larger shall be made with high pressure cable connectors approved for use with copper conductors. The connector shall be insulated with a heavy wall heat shrink "WCSM", or a cold applied roll-on sleeve "RVS". Insulation level shall be a minimum of 600V, and the joints, splices, and taps shall be qualified to ANSI C119.2, and UL listed for pressure connectors.
- F. Wire switchboards, panel cabinets, pull boxes and other cabinets except public address shall be neatly grouped and tied in bundles with nylon ties at 10 inch intervals. At switchboards, panels and terminal blocks, wires shall be fanned out to terminals.
- G. Keep conductor lengths to a minimum within the wiring space. Conductors must be long enough to reach the terminal location in a manner that avoids strain on the connecting lug.
- H. Exercise care to maintain the conductor required bending radius.
- I. Each neutral conductor larger than #6 gage which is not color identified throughout its entire length shall be painted white or taped white wherever it appears in a switchboard, cabinet, gutter or pull box. Neutral conductors #6 gage and smaller shall be white color identified throughout their entire length.
- J. All systems of wiring shall be so installed that, when completed, systems will be free from short circuits and grounds, other than required grounds. Electrical contractor shall include in his bid cost of services an approved independent testing laboratory to test all feeders insulation resistance.
- K. The tests to be performed are as follows:
 - 1. With a megger insulation tester, use the time-resistance method (Sometimes referred to as absorption test) to test each feeder and branch circuit wire. Tests must be conducted with wire disconnected at each end in order to test the wire itself. A second test must be conducted with the wire connected at each end and the circuit breakers or switches in the closed positions.
 - 2. Tests shall be performed in presence of the Electrical Inspector.
 - 3. Three copies of the test results shall be submitted to the Electrical Inspector. Test results shall be submitted on an official form from the independent testing

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

laboratory showing project location, test engineer, test conditions, test equipment data, and final test results.

3.02 WIRE COLOR CODE

- A. Color Code for Clocks, Program Bells, Program Selector and Fire Alarm System Devices.
- B. Color Code, Signal Systems: Wires for signal systems shall be color coded and shall be installed under direction of the Electrical Inspector. Except where otherwise specified, color coding shall be as follows:

SYSTEM	COLOR CODE	
120/208 Volts		
Phase A	Black	
Phase B	Red	
Phase C	Blue	
Neutral	White	

3.03 FEEDER IDENTIFICATION

- A. Lighting, power, low voltage feeder wires and cables shall be identified at each point conduit run is broken by a cabinet, box, gutter, etc. Where terminal ends are available, identification shall be by means of a heat shrink wire marker, which provides terminal strain relief, Raychem Shrinkmark, or Brady Permasleeve markers. Identification in other areas shall be by means of wraparound tape markers Raychem Cable Markers, or Brady Perma-Code. All markers shall include the feeders designation, size and description.

3.04 TAPE

- A. Splices, joints and connectors joining conductors shall be covered with insulation equivalent to that on conductors. Free ends of conductors connected to an energized source shall be taped. Voids in irregular connectors shall be filled with insulating compound before taping. Thermoplastic insulating tape approved by UL for use as sole insulation of splices shall be used and shall be applied according to manufacturer's printed specifications.

END OF SECTION 260519

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

SECTION 260526 - GROUNDING

PART 4 - GENERAL

4.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

4.02 SECTION INCLUDES

- A. Section Includes: Provide and install a grounding system as indicated.

4.03 RELATED SECTIONS

- A. See related Sections for their system grounding Requirements.
- B. Division 26 Section "Basic Electrical Requirements".

4.04 SYSTEM DESCRIPTION

- A. All metallic objects on the premises that enclose electrical conductors or that are likely to be energized by electrical currents shall be effectively grounded.
- B. All metal equipment parts such as enclosures, raceways, and equipment grounding conductors and all earth grounding electrodes shall be solidly joined together into a continuous electrically conductive system.
- C. All metallic systems shall be solidly interconnected to the electrical system as provided by the service entrance and for each grounded separately derived system that is installed.
- D. A separately derived A.C. source shall be grounded to the equipment grounding conductor and to a separate made electrode.
- E. Electrical continuity to ground metal raceways and enclosures, isolated from equipment ground by use of non-metallic conduit or fittings, shall be provided by a green insulated grounding conductor of approved size within each raceway connected to isolated metallic raceways, or enclosures at each end. Each flexible conduit over 6 feet - 0 inches in length shall be provided with a green insulated grounding conductor of approved size.
- F. Cold water or other utility piping systems shall not be used as grounding electrodes, due to the use of insulating couplings and nonmetallic pipe in such installations. Grounding electrodes shall be "made electrodes" specified as follows:
 - 1. Grounding electrodes as specified in Article 2.01, Paragraph B of this Specification.
 - 2. Concrete enclosed electrode, which is made up of at least 20 feet - 0 inches of #4 AWG, minimum size, copper conductor, encased by at least 2 inches of concrete, located within or near bottom of a concrete foundation, or footing, which is in direct contact with earth. Footing rebar must be connected to copper wire using approved connections. An external electrode as specified in Article 2.01,

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

Paragraph B of this Specification Section must be installed and connected to foundation or footing rebar.

- G. Non-current-carrying metal parts of high voltage equipment enclosure, signal and power conduits, switchboard and panelboard enclosures, motor frames, equipment cabinets, and metal frames of buildings shall be permanently and effectively grounded.
- H. Metallic or semi-conducting shields, and lead sheaths of cables operating at high voltage, shall be permanently and effectively grounded at each splice and termination.
- I. Neutral of service conductors shall be grounded as follows:
 - 1. Neutral shall be grounded at only one point within school site for that particular service. Preferable location of grounding point shall be at service switchboard, or main switch.
 - 2. Equipment and conduit grounding conductors shall be bonded to that grounding point.
 - 3. If other buildings on campus are served from a switchboard or panelboard in another building, power supply is classified as a feeder and not as a service.
 - 4. Equipment grounding conductor is carried from switchboard to each individual building. At building, grounding conductor is bonded with power equipment enclosures, metal frames of building, etc., to "made electrode" for that building.
 - 5. Neutral of feeder shall not be grounded.
- J. If there is a distribution transformer at a building, secondary neutral conductor shall be grounded to "made electrode" serving building.
- K. Within every building, main switchboard or panel, shall be bonded to the cold water line. Metallic piping systems (gas, fire sprinkler, etc.) shall be bonded to cold water line.

4.05 SUBMITTALS

- A. Submit in accordance with Division 01 Sections.

PART 5 - PRODUCTS

5.01 MATERIALS

- A. Yard boxes shall be precast concrete and shall be approximately 14 inches wide, 19 inches long, and 12 inches deep (outside dimensions), or larger, if necessary, to obtain required clearances. Boxes shall be equipped with bolt-down, checkered, cast iron covers and a cast iron frame cast into box. Yard boxes shall be Brooks 36 or approved equal.
- B. "Made" electrodes shall be approved copper-clad steel ground rods, minimum 3/4 inch diameter, 10 feet - 0 inches long.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

PART 6 - EXECUTION

6.01 INSTALLATION

- A. Grounding electrodes shall be located in nearest usable planting area, where not otherwise indicated on Drawings, and each electrode shall terminate within a concrete yard box installed flush with finish grade. In planting areas, concrete yard box shall be 2 inches above planting surfaces.
- B. If concrete enclosed electrode is used, grounding wire shall terminate to a suitable copper plate with grounding lugs.
- C. Grounding rods shall be driven to a depth of not less than 8 feet - 0 inches. A permanent ground enhancement material as manufactured by Erico Electrical Products shall be used at each ground rod to improve grounding effectiveness. The manufacture's guidelines shall be used for each installation.
- D. Grounding electrodes shall have a resistance to ground of not more than 5 ohms.
- E. When using grounding rods, if resistance to ground exceeds 5 ohms, 2 or more rods connected in parallel shall be provided to meet grounding resistance requirement.
- F. Ground rods shall be separated from one another by not less than 10 feet - 0 inches.
- G. Parallel grounding rods shall be connected together with approved fittings and approved grounding conductors in galvanized rigid steel conduit, buried not less than 12 inches below finish grade.
- H. Electrical Contractor shall include in his bid, cost of services of an approved independent testing laboratory, to test grounding resistance of all made electrodes, ground rods, and bonding of building steel, water pipes, gas pipes and other utility piping. Tests to be performed are as follows:
 - 1. Visually and mechanically examine ground system connections for completeness and adequacy.
 - 2. Perform "fall of potential" tests on each ground rod or ground electrode where suitable locations are available per IEEE Standard No. 81, Section 8.2.1.2. Where suitable locations are not available, measurements will be referenced to a known dead earth or reference ground.
 - 3. Perform the two point method test per IEEE No. 81, Section 8.2.1.1 to determine ground resistance between ground rod and building steel, and utility piping - such as water, gas and panelboard grounds. Metal railings at building entrances and at handicapped ramps shall also be tested.
 - 4. Test shall be conducted in presence of the Electrical Inspector.
- I. Copies of test results shall be submitted to the Electrical Inspector. Test results shall be submitted on an official form from the independent testing laboratory showing project location, test engineer, test conditions, test equipment data, ground system layout or diagram, and final test results.

END OF SECTION 260526

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

SECTION 260533 - RACEWAYS, FITTINGS AND SUPPORTS

PART 7 - GENERAL

7.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

7.02 SECTION INCLUDES

- A. Raceways.
- B. Conduit Installation.

7.03 RELATED SECTIONS

- A. Division 26 Section "Basic Electrical Requirements".

7.04 SUBMITTALS

- A. Submit in accordance with Division 01 Sections.

PART 8 - PRODUCTS

8.01 RACEWAYS

A. Conduit Materials:

1. Metallic conduit and tubing shall be manufactured under supervision of UL, Factory Inspection and Label Service Program. Each 10 foot - 0 inch length of conduit and tubing shall bear UL label and manufacturer's name.
2. Rigid metallic conduit shall be rigid steel, heavy wall, mild steel, zinc coated with an inside and outside protective coating. Couplings, elbows, bends, and other fittings shall be same materials and finish as the rigid metallic conduit. Fittings, connectors, and couplings shall be threaded type.
3. Electrical metallic tubing shall be steel tubing, zinc coated with a protective enamel coating inside. Fittings, couplings, and connectors shall be gland compression type. Electrical metallic tubing is designated hereinafter as "EMT".
4. Flexible steel conduit shall be of flexible interlocking strip construction with continuous zinc coating on strips. Connectors and couplings shall be approved fittings of type which thread into convolutions of flexible conduit.
5. Liquid-tight flexible metal conduit shall be galvanized heavywall, flexible locked steel strip construction with a smooth moisture and oil proof, abrasion-resistant, extruded plastic jacket. Connectors shall be approved for use with liquid-tight flexible conduit and shall be installed to provide a liquid-tight connection.
6. Nonmetallic conduit shall be rigid PVC electrical conduit extruded to schedule 40 dimensions of Type II. Grade 1 high impact, polyvinyl chloride, sweeps,

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

couplings, reducers and terminating fittings shall be listed under the UL re-examination service, and shall bear the manufacturer's listed marking.

- B. Sleeves for Conduits: Sleeves shall be adjustable type, of #26 gage galvanized iron: Adjusto Crete Co.; Adjus-to-Crete, or Jet Line Products Inc.; Jet-Line.
- C. Where conduit enters a building through a concrete foundation below grade, or ground water level, or where it is necessary to seal around a conduit where it passes through a concrete floor or wall, Contractor shall provide O-Z/Gedney type FSK Thru Wall and Floor Seal.
- D. Expansion Joints: Where conduits embedded in masonry or concrete cross seismic separations between buildings, expansion joints, or at locations indicated, Contractor shall provide a sliding or a sliding and deflecting fitting, as conditions require, in each conduit. Sliding fittings shall be O-Z Electrical Mfg. Co. Inc. Type AX, with bonding strap and clamps. At exterior locations use O-Z Electrical Mfg. Co. Inc. Type EX.
- E. Conduit Seal Fittings:
 - 1. Provide conduit seal fittings where indicated on the Drawings. All conduit seals shall be of rigid galvanized steel. Seals in horizontal runs shall be Appleton Type ESU or Crouse Hinds Type EYS. Seals in vertical runs shall be Appleton Type SF, Crouse Hinds Type EYD, or equal, with continuous drain.
 - 2. Install sealing compound after wire has been installed. Ensure drain is not blocked in vertical seals when installing compound. Where conduit seals are used in hazardous area applications, there shall be no conduit coupling, fitting, etc., between seal and boundary of hazardous area.
- F. Wireways: Wireways shall be #16 gage galvanized steel enclosed hinge/screw wiring troughs, surface metal raceway, wireway and auxiliary gutter designed to house electrical wiring. Wireway fittings shall have removable covers and sides to permit complete lay-in of conductors throughout entire wireway run. Cover shall have keyhole slots to accept captive screws locking the cover securely closed. Wireways shall be Underwriters Laboratories listed and shall be equal to Square D type LDG Nema Type 1 enclosure, or type RD Nema Type 3R enclosure.
- G. Penetration in Fire Rated Structures: Provide 3M calk and fire barriers for making fire rated seals around penetrations through floors, walls, and elevator shafts. Firestop system must be UL classified for through-penetration applications of metallic conduits and busways.
- H. Pull Wires: A 1/8 inch polypropylene cord shall be installed in each empty conduit. Underground service conduits shall include pull cords, as required by utility company.

PART 9 - EXECUTION

9.01 CONDUIT INSTALLATION

- A. General Requirements: (Conduit support and brace per this section. If conduit diameter is less than 2.5 inches, otherwise per Section 1632A.2 and Table 16A-0 Part 2 Title 24).

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

1. Provide complete and continuous systems of rigid metallic conduit, outlet boxes, junction boxes, fittings and cabinets for all systems of electrical wiring including lighting and power, and signal systems, except as otherwise specified.
2. Within buildings EMT may be used in lieu of rigid metallic conduit where permitted by ordinance. EMT shall not be used in the following cases: in concrete; underground; outdoor; below 6 feet - 0 inches above finished surface; where subject to damage; in runs longer than 100 feet - 0 inches; where conduit size is 1-1/4 inches or greater; in boiler rooms; underground parking garages; in equipment rooms.
3. Within buildings flexible steel conduit may be used in lieu of rigid steel conduit where permitted by ordinance. Flexible steel conduit shall not be used in the following cases: For runs longer than 50 feet - 0 inches; at exposed conduits; where conduit size is 1-1/4 inches or greater.
4. Liquid-tight flexible steel conduit shall be used, except where otherwise specified, for final connection of all motor terminal boxes, Shop equipment, HVAC equipment and other equipment, and shall be of sufficient length (not to exceed 36 inches) to allow full travel or adjustment of motor on its base.
5. Connectors for flexible metal conduit shall be the type which threads into convolutions of conduit. Connectors for water-tight flexible metal conduit shall be approved for such use and shall be installed to make a water-tight connection.
6. All exposed conduit shall be run vertically and horizontally following general configuration of the equipment, using cast threaded hub conduit fittings where required and shall be clamped to equipment with suitable iron brackets and one hole pipe straps.
7. If connection is from a flush wall-mounted junction box, install a weatherproof universal box extension and adapter and extend with rigid steel conduit to motor starter or junction box on equipment.
8. Underground feeder distribution conduits for all systems may be nonmetallic conduit in lieu of rigid conduit except where otherwise specified or indicated.
9. Conduit shall be concealed unless otherwise indicated. Conduits exposed to view, except those in attic spaces and under buildings, shall be installed parallel or at right angles to structural members, walls, or lines of building. Conduits shall be routed to clear access openings.
10. Bends or offsets will not be permitted unless absolutely necessary. Radius of each conduit bend or offset shall be as required by ordinance except for underground conduits, for public telephone conduits, and where otherwise indicated or specified. Bends and offsets shall be made with standard tools and equipment made especially for purpose or may be factory made bends or elbows complying with requirements for radius of bend specified herein. Public telephone conduit bends and offsets shall have a radius which is not less than 10 times trade size of conduit unless otherwise approved by telephone company. Refer to "Underground Conduit Installation" for radius of bends and offsets required for underground installations.
11. Running threads will not be permitted. Provide approved conduit unions where union joints are necessary. Conduit shall be kept at least 6 inches from covering on hot water and steam pipes and 18 inches from flues and breechings. Open

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

- ends of conduits shall be kept closed with approved conduit seals during construction of buildings and during installation of underground systems.
12. Joints in conduits installed in concrete, wet locations, exposed to weather or underground shall be made liquid tight. Conduit threads shall be filled with approved pipe joint compound before screwing into couplings and threaded fittings.
 13. Where conduits are terminated in groups at panelboards, switchboards and signal cabinets, etc., provide templates or spacers to hold conduits in proper position and to preserve alignment. Conduits terminating at signal cabinets shall enter cabinets in following approved locations only: Conduits entering top, side, and bottom of cabinets shall be aligned in a single row, centered 2 inches from rear of cabinet; conduits entering back of cabinet shall be aligned in a single row centered 2 inches from top of cabinet. Conduits shall not be spaced closer than 3 inches on centers.
 14. 1 inch and smaller conduits above metal lath ceilings shall be tied to ceiling channels. 1-1/4 inch conduits above metal lath ceilings shall be rigidly suspended with pipe hangers or pipe racks or shall be secured to superstructure with factory made pipe straps. Conduits in metal lath or steel stud partitions, shall be tied to furring channels or studs. In ceiling spaces and in partitions, tie wires shall be spaced not more than 5 feet - 0 inches apart, shall hold conduit tight against channels and studs at point of tie and shall not bear any of weight of conduit. Tie wire shall be #16 gage galvanized double annealed steel tie wire.
 15. Where auxiliary supports, saddles, brackets, etc., are required to meet special conditions they shall be made rigid and secure before conduit is attached thereto.
 16. Conduit in ceiling spaces, in stud walls and under floors shall be supported with factory made pipe straps or shall be suspended with pipe hangers or pipe racks. Pipe straps shall be attached to and shall hold conduit tight at point of support against ceiling and floor joists, rafters, and wall studs, or 2 inch by 4 inch headers fitted between joists or wall studs.
 17. Conduits installed on exposed steel trusses and rafters shall be fastened with factory made conduit straps or clamps which shall hold conduit tight against supporting member at point of support.
 18. Conduits under buildings shall be strapped with factory made conduit straps to underside of concrete floor or joists, or wood floor joists, or shall be suspended with pipe hangers or pipe racks. Conduits under building shall not rest on ground but shall be suspended from building or shall be buried below surface of ground. 1 inch and larger conduits under buildings shall be suspended with conduit hangers or racks.
 19. Pipe hangers for individual conduits shall be factory made, consisting of a pipe ring and threaded suspension rod. Pipe ring shall be malleable iron, split and hinged, and shall securely hold conduit, or shall be springable wrought steel. Rings shall be bolted to or interlocked with suspension rod socket. Rods shall be 3/8 inch for 2 inch conduit hangers and smaller and shall be 1/2 inch for 2-1/2 inch conduit hangers and larger.
 20. Pipe racks for groups of parallel conduits and for supporting total weights not exceeding 500 pounds shall be trapezed type and shall consist of a cross channel, Steel City Kindorf #B-900, Unistrut #P-1000 suspended with a 3/8 inch minimum

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

diameter steel rod at each end. Each rod shall be fastened with nuts, top and bottom to cross channel and with a square washer on top of channel. Each conduit shall be clamped to top for cross channel with conduit clamps, Steel City Kindorf #C-105 or Unistrut Nos. P-1111 through P-1124. Conduits shall not be stacked one on top of another, but a maximum of 2 tiers maybe on same rack providing an additional cross channel is installed. Where a pipe rack is to be longer than 18 inches, or if weight it is to support exceeds 500 pounds, submit details of installation to the Architect for approval.

21. Conduits which are suspended on rods more than 2 feet - 0 inches long shall be rigidly braced to prevent horizontal motion or swaying.
22. Factory-made pipe straps shall be one or 2-hole formed galvanized clamps, heavy duty type, except where otherwise specified.
23. Hangers straps, rods, or pipe supports under concrete shall be attached to inserts set at time concrete is poured. Under wood use bolts, lag bolts, or lag screws; under steel joists or trusses use beam clamps.
24. Conduits shall be supported at intervals required by ordinance, but not to exceed 10 feet - 0 inches. 1 inch and smaller conduits installed exposed shall be fastened with one-hole malleable iron straps. Perforated straps and plumber's tape shall not be used in support of conduits.
25. Each conduit stubbed up through a roof or an arcade shall be flashed with a waterproof flashing which shall be constructed of #24 gage galvanized sheet metal or of aluminum not less than 0.030 inch thick. Base of flashing shall extend on roof not less than 10 inches from conduit. Flashing shall extend up conduit not less than 6 inches and shall be in contact with conduit for 1 inch at top.
26. Bushings for all sizes of rigid steel conduit shall be threaded insulating type. Set screw bushings are not acceptable.
27. All flex conduits shall be cut square and not at an angle.
28. It shall be responsibility of Contractor to install conduits with a minimum number of bends, and in such a manner as to conform to structure and meet all applicable code requirements.
29. Routing of conduits may be changed if approved by the Electrical Inspector, providing length of any conduit run is not increased or decreased more than 10 percent of the length indicated on Drawings.

B. Underground Requirements:

1. All conduits installed underground shall be entirely encased in concrete 3 inch thick on all sides with multiple conduits spaced not less than 1-1/2 inches apart, except where otherwise specified. Provide approved conduit spacers as required to prevent any deflection of conduits when concrete is placed and to preserve position and alignment of conduits in concrete. Conduits shall be tied to spacers. Anchors shall be installed to prevent floating of conduits during pouring of concrete. Red concrete shall be used to encase conduits of systems operating above 600 volts.
2. All underground conduits shall be buried to a depth of not less than 24 inches below finished grade to top of the concrete envelope, unless otherwise specified.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

3. Assemble sections of conduit with approved fittings and stagger all joints. Cut ends of conduit shall be reamed to remove all rough edges. Joints in all conduits shall be made liquid-tight. All bends at risers shall be completely below surface where possible.
4. Two or more conduit runs in a common trench shall be separated by at least 1-1/2 inches of concrete. Electric conduit runs installed in a common trench with other utility lines shall be separated from such lines by at least 12 inches horizontally. Public telephone conduits shall be separated from electric conduits or other utility lines by not less than 3 inches of concrete.
5. The Electrical Inspector shall be called to site for approval of all underground installations before and during concrete pour. A mandrel shall be drawn through each run of conduit in presence of the Inspector, before and after pouring concrete. Mandrel shall be 6 inches in length minimum, and have a diameter which is within 1/4 inch of diameter of conduit to be tested.
6. Nonmetallic conduit installations shall comply with following additional requirements: All joints in PVC conduit shall be sealed by means of approved solvent-weld cement supplied by conduit manufacturer. All nonmetallic conduit bends and deflections shall comply with requirements of applicable electrical code, except that minimum radius of any bend or offset for conduits sized from 1/2 inch to 1-1/2 inch inclusive shall not be less than 24 inch. All bends at risers and risers shall be rigid steel conduit. Radius of curve of any bend or offset, in nonmetallic conduit for public telephone system shall be not less than 10 times trade size of conduit, unless otherwise specifically approved by public telephone system.
7. Furnish and install a 6 inch wide polyethylene red underground barrier type 12 inches above full length of concrete "CAUTION ELECTRIC LINE BURIED BELOW".
8. All underground conduit systems for use by serving utility company shall meet all requirements of utility company.

C. General Installation Requirements for Signal System Conduits.

1. Location of outlet boxes and equipment on drawings is approximate, unless dimensions are indicated. Drawings shall not be scaled to determine position and routing of wireways, drops and outlet boxes. Location of outlet boxes and equipment shall conform to architectural features of the building and other work already in place, and must be ascertained by Contract in the field prior to start of work.
2. The maximum pulling tensions of the specified cables shall not be exceeded and proper radius of all cable bends shall be maintained.
3. For computer network wiring, conduit types shall be limited to rigid metal conduit, electrical metallic tubing, schedule 40 PVC, and flexible metallic conduit for lengths less than 6 feet - 0 inches.
4. No section of conduit run shall be longer than 100 feet and contain more than two 90 degree bends between pull points or pull boxes.
5. The inside radius of a conduit bend shall be at least 6 times the internal diameter of the conduit. When the conduit size is greater than 2 inches, the inside radius

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

shall be at least 10 times the internal diameter of the conduit. For fiber optic cable, the inside radius of a conduit bend shall be at least 10 times the internal diameter of the conduit.

6. Conduit shall be sized as per table 4.4-1 of EIA/TLA-569 standard.
7. Conduit shall be reamed to eliminate sharp edges and terminated with an insulated bushing.
8. Pull boxes shall not be used for splicing cable.
9. A pull box shall be placed in conduit run where:
 - a. The length is over 100 feet.
 - b. There are more than two 9 degree bends.
 - c. If there is a reverse bend in the run.
10. Boxes shall be placed in a straight section of conduit and not used in lieu of a bend. The corresponding conduit ends should be aligned with each other. Conduit fitting shall not be used in place of pull boxes.
11. Where a pull box is used with raceway(s), the pull box shall:
 - a. For straight pull through, have a length of at least 8 times the trade-size diameter of the largest raceway.
 - b. For angle and U pulls:
 - 1) Have a distance between each raceway entry inside the box and the opposite wall of the box of at least 6 times the trade-size diameter of the largest raceway, this distance being increased by the sum of the trade-size diameters of the other raceways on the same wall of the box.
 - 2) Have a distance between the nearest edges of each raceway entry enclosing the same conductor of at least:
 - a) Six times the trade-size diameter of the raceway.
 - b) Six times the trade-size diameter of the larger raceway if they are of different size.
 - c) For a raceway entering the wall of a pull box opposite to a removable cover, have a distance from the wall to the cover of not less than the trade-size diameter of the largest raceway plus 6 times the diameter of the largest conductor.
12. Drawings generally indicate work to be done, but do not indicate all bends, transitions of special fittings required to clear beams, girders or other work already in place. Contractor shall carefully investigate conditions where conduits and wireways are to be installed, and furnish and install required fittings.

D. In Slabs on Grade:

1. Unless specifically approved by the Office of the State Architect, conduits 1-1/4 inch size and larger shall not be installed in structural concrete slabs. Where conduits are permitted, and are installed in concrete slabs on grade, slabs shall be

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

thickened at bottom where conduits occur to provide 3 inch of concrete between conduit and earth. Required excavation shall be part of work of this Section.

2. If concrete slab is 5 inches or more in thickness with a moisture barrier plastic sheet between earth and slab, 1 inch and smaller conduits shall be installed in slab with a minimum of 1 inch concrete between earth and conduit.

- E. Penetration In Concrete Walls, Beams and Floors: Provide sleeves where conduits pierce concrete walls, beams and floors, except floor slabs on earth. Sleeves shall have 1/2 inch clearance around conduits. Sleeves shall not extend beyond exposed surfaces of concrete and shall be securely fastened to forms. Where conduits pass through walls below grade, calk with approved sealant and backer materials between conduit and sleeve to obtain a watertight joint. Sealant shall be as indicated in Division 07 Section "Joint Sealants".

9.02 STUBS

- A. Panelboard: Install two 1 inch conduits from each flush mounted Panelboard to accessible underfloor space and to accessible above ceiling space where these conditions occur. Cap conduits with standard galvanized pipe caps.
- B. Floor: At each point where floor stubs are indicated in open floor areas, for connections to machines and equipment, conduits shall be terminated with couplings, tops flush with finished floor. Stubs shall extend above couplings the indicated distance. Where capped stubs are called for, couplings shall be closed with cast iron plugs with screw drive slots.
- C. Underground:
1. Underground conduit stubs shall be terminated at locations indicated, except if necessary, they shall extend 5 feet - 0 inches beyond building foundations, steps, arcades, concrete walks and paving. Rigid metallic conduit stubs and nonmetallic conduit stubs shall be capped by installing a coupling flush in end wall of concrete encasement and plugging with an approved plug. As-Built Drawings shall show location of ends of underground conduit stubs fully dimensioned with reference to buildings or permanent landmarks. These dimensions including depth below finished grade, shall be marked on As-Built Drawings in presence of the Inspector before Backfilling trench. Where extending existing concrete encased stubs, clean, chip and wire brush end of existing concrete and brush on a heavy coat of neat cement paste or epoxy bonding agent.
 2. Over ends of individual underground conduit stubs or groups of conduit stubs, install 4 inch by 18 inch deep PVC filled with concrete, flush with finished grade in asphaltic concrete or lawns, and 2 inches above finished grade in planting areas. Cast a 3 inch by 3 inch brass plate engraved "ELECT" flush in top of concrete. Secure plate to concrete with brass dowels or other approved anchorage methods.

END OF SECTION 260533

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

SECTION 26 1000 - SERVICE ENTRANCE

PART 1 - GENERAL

1.01 SUMMARY Furnish all labor, material and equipment necessary for the complete installation of the Service Entrance Electrical System as shown on the Drawings, including final connections as specified herein. Work shall be performed in accordance with the the requirements of the local Utility Company, codes and regulations, and applicable industry standards.

B. Section Includes: Underground power service conduits from utility company service pole, transformer, vault or other designated service point to OWNER'S service equipment.

C. Related Requirements:

1. Division 01 - General Requirements.
2. Section 03 3000 – Cast-In-Place Concrete.
3. Section 26 0500 – Basic Electrical Requirements
4. Section 26 0505 – Basic Electrical Materials.
5. Section 26 0533 – Raceways, Fittings, and Supports
6. Section 26 0526 – Grounding.
7. Section 26 0519 – Low-Voltage Wires 600 Volt AC
8. Section 26 2300 – Switchboards and Protective Devices.
9. Section 26 2416 – Panelboards and Signal Terminal Cabinets

1.02 REFERENCES

- A. ANSI/NEMA 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).
- B. California Electrical Code (CEC).
- C. IEEE C57.12.28 – Standard for Pad-Mounted equipment Enclosure Integrity.
- D. IEEE 551 - Recommended Practice for Calculating AC Short-Circuit Currents in Industrial and Commercial Power Systems.
- E. Southern California Edison ESR – Electrical Service Requirements.
- F. UL 891-Switchboards.
- G. UL/ANSI 891 – Standard for Safety Switchboards.

1.03 SUBMITTALS

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

- A. Provide in accordance with Division 01.
- B. Shop Drawings: Include a front elevation indicating dimensions and locations of equipment on switchboard, make, kind and size, capacity of equipment and bussing, location of each service conduit entering switchboard, barriers, nameplate inscriptions, finish, total weight and size of switchboard and locations and sizes of anchor bolts.

1.04 SYSTEM REQUIREMENTS

- A. Where required and indicated on Drawings, install transformer vault, outdoor transformer enclosure, pad and slab box, manholes or other equipment in accordance with utility company drawings and standards.
- B. Coordinate all work with the utility company electrical service requirements.
- C. Consult utility company to determine exact location of serving point, service poles, quadrants on poles for service risers, transformer location(s), underground work, and work and materials. Service installation shall be complete and ready for cable installation. Service cable shall be provided by utility company and paid for by OWNER.
- D. All work shall be done in compliance with California Electrical Code and authorities having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Transformer Pads: Concrete transformer pads shall be provided as indicated on Drawings and shall meet requirements of serving electric utility company.
- B. Service Conduits: As described under Section 26 0533: Raceways, Fittings, and Supports. For utility portion of wiring and conduit runs, comply with utility company requirements.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Service conduits shall terminate at service poles or other service point, as indicated on Drawings and shall extend underground to main service terminating pull section as indicated on drawings. Bends in conduits shall be long radius type and sweeps shall have a radius of not less than 12 times conduit trade size for conduits up to 5" diameter, and 10 times for conduits with a diameter greater than 5". Underground conduits shall be encased in concrete three inches thick on all sides with multiple conduits spaced not less than 1-1/2 inches apart, or utility

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

company recommended spacing, whichever is more stringent. Provide support for conduits to prevent floating when encased.

B. Service Cables:

1. Overhead: Shall be connected to metering compartment of switchboards.
2. Underground: Shall be in service terminating pull section as required and directed by utility company.

3.02 CONDUITS CROSSING PUBLIC DEDICATED PROPERTY

- A. Where service or other conduits cross a street, alley, highway, or other public dedicated property, provide necessary arrangements to open and close public property and pay costs in connection with required licenses, permits, fees and deposits. Conduits shall be installed in a manner required by utility company and authorities having jurisdiction.

3.03 STRUCTURAL CONDITIONS

- D. Where conduits are to pass through or interfere with structural members, or where notching, boring or cutting of structure is necessary, or where special openings are required through walls, floors, footings, or other building elements to accommodate electrical Work, such Work shall be performed as required by the Architect.
- E. Placement of conduits in concrete slabs and structural members shall comply with requirements of applicable section of CCR, Title 24, Public Works.
- F. Where a concrete encasement for underground conduits abuts a foundation wall or underground structure which conduits enter, encasement shall be maintained in position in relation to structure as indicated on Drawings, or rest on a haunch integral with wall or structure, or shall extend down to footing projection, or shall be doveled into structure. Underground structures shall include manholes, pull boxes, vaults, and buildings.
- G. Cutting and patching of rough and finish Work shall be performed as required for installation of Work under this section. Patching shall be of same materials, workmanship and finish and shall accurately match surrounding Work.

3.04 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.05 CLEANUP

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

- A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

END OF SECTION

SECTION 262300 - SWITCHBOARDS AND PROTECTIVE DEVICES

PART 10 - GENERAL

10.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

10.02 SECTION INCLUDES

- A. Furnish, install and connect main switchboard, including metering facilities as required by power company.
- B. Main switchboards shall be complete with pull, service and distribution sections.
- C. Protective devices in main switchboard shall have a minimum symmetrical short circuit interrupting rating, as provided by electric utility company.
- D. Provide mounting detail and seismic anchorage notes for switchboards.

10.03 RELATED SECTIONS

- A. Division 03 Section "Cast-In-Place Concrete".
- B. Division 26 Section "Basic Electrical Requirements".
- C. Division 26 Section "Basic Electrical Materials".
- D. Division 26 Section "Service Entrance".

10.04 SUBMITTALS

- A. Submit in accordance with Division 01 Sections.
- B. Shop Drawings:
 1. Include a front elevation indicating dimensions and locations of equipment on switchboard, make, kind and size or capacity of all equipment and bussing, location of each service conduit entering switchboard, all barriers, nameplate inscriptions, finish, total weight and size of switchboard and locations and sizes of anchor bolts.
 2. A system short circuit study must be prepared by the manufacturer in accordance with IEEE Guidelines. This study must be included with the Coordination Study.
 3. Coordination study shall be provided by manufacturer for main protective device and branch circuit protective devices including secondary of each transformer protective device. Study shall be done on Log-log paper. The circuit protective

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

devices must be set based on the coordination study. A final written record of all protective device settings must be provided to the Electrical engineer.

- C. Project Record Documents: Provide a single reproducible drawing of switchboards as installed, indicating main and branch circuit ratings, circuit numbers, and part numbers.
- D. For ground fault relays and sensors, the following information must be provided:
 - 1. Certified calibration and acceptance test.
 - 2. Installation instructions.
 - 3. Operating instructions.
 - 4. Maintenance instructions.
 - 5. Replacement parts list.
 - 6. Final test report.

10.05 QUALITY ASSURANCE

- A. Work shall be done by a qualified Contractor holding C-10 and other licenses and permits required by legally constituted authorities having jurisdiction over this work.

PART 11 - PRODUCTS

11.01 SWITCHBOARDS

- A. General Description: Switchboards shall be product of Cutler Hammer, Square D, and shall conform to following requirements:
 - 1. Complete assembly, including steel framing and covers, bus system, and breaker mounting, shall satisfy all applicable provisions of UL 891 and NEMA PB-2 and the California Electrical Code for low voltage distribution switchboards. Switchboards shall be furnished with a UL label.
 - 2. Switchboards shall be floor standing, dead front, dead rear, line bussed, front operated and connected, circuit-breaker type, unless otherwise indicated and shall contain equipment indicated and specified. Switchboard shall be complete with pull, service and distribution sections as required.
 - 3. Required equipment shall be enclosed in fully interchangeable die formed steel sectional cabinets with top and bottom plates and required braces and gussets welded together so that cabinets will be absolutely rigid, plumb and uniform in size. Each cabinet shall be a separate and independent unit with assembly holes die-stamped or jig drilled; openings for interconnections shall be so placed that any cabinet can be located in any position in assembly without drilling or cutting holes on job. Deliver switchboard to site in completely assembled sections and provide required assembly bolts and blanking plates. Front plates and doors shall be die-formed steel, of not less than #12 gage furniture steel, completely removable, secured to cabinet with oval head machine screws, with cup washers, and uniformly and symmetrically spaced.
 - 4. Circuit breakers shall be automatic, one-piece molded-case, trip-free, common trip, quick-make, quick-break, thermal-magnetic type bolted to bus, with handles clearly indicating tripped position. Breakers shall have a single handle with no

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

- tie-bar. Voltage, amperage and number of poles shall be as indicated on Drawings. Breaker ratings shall be on handle. Breakers shall have lock-out provisions approved by the State for padlocking and shall have a minimum symmetrical short circuit interrupting rating, as indicated on Drawings.
5. Fusible feeder switches shall be quick-make, quick-break, voltage rating and number of poles as indicated on Drawings, with visible blades and dual horsepower ratings. Switch handles shall physically indicate "ON" and "OFF" positions. Switches shall be lockable only in "OFF" position and accept 3 industrial type heavy duty padlocks. Switch covers and handles shall be interlocked to prevent opening in "ON" position. Provide means to permit authorized personnel to release interlock for inspection purposes. A circuit identification cardholder shall be provided for each branch switch. Switches shall be equipped with Class "R" current limiting fuses or dual element fuse of size and capacity indicated on Drawings.
 6. Meter panel or plate shall meet all requirements of serving Utility and be equipped with necessary fittings.
 7. Provide silver-plated UL Rated, copper bus bars of same capacity as main breaker, or as indicated on Drawings, between current transformer and main section and distribution sections; also, full height of breaker space in distribution portions. Bus bar bracing shall be designed to withstand maximum available short circuit current. Provide service cable lugs as required by utility company.
 8. Distribution sections shall be furnished with full height bussing. Unused spaces shall be provided with blank covers. Each switchboard, as a complete unit, shall be given a single short circuit current rating by manufacturer. Such ratings shall be established by actual tests by manufacturer, in accordance with UL specifications, on equipment constructed similarly to the furnished switchboard.
 9. Provide a nameplate for each component on switchboard. Plates shall be black and white bakelite nameplate stock, with characters cut through black exposing white, and shall bear designation of service, or feeders controlled and fuse size. Provide a similar nameplate for meter and transformer compartments.
 10. Paint cabinets, framework, and plates inside and out with one coat of rust resisting metal primer and one coat of grey enamel, baked on, or lacquer sprayed on.
 11. Manufacture boards according to standardized drawings and specifications which are available for checking, and prepare shop drawings and submit for approval. Switchboard shall meet requirements of all legally constituted authorities having jurisdiction, and respective serving utility.
 12. All switchboards installed outdoors shall be weatherproof type, NEA 3R enclosure. Enclosure construction shall be formed of code gage galvanized steel with an ANSI #61 gray enamel finish. A heavy duty 3 point latching vault type door handle with padlocking provisions shall be furnished on each door. Padlocks shall be furnished keyed to a Corbin Cat 60 key.
 13. For grounded electrical wye service switchboards rated more than 150 volts, to ground and 1000 amperes or more, provide ground fault protection for main protective device. Ground fault protection shall be listed as approved by UL, and shall consist of a ground sensor encircling all phase conductors and neutral connected to a solid state ground relay which initiates tripping circuit interrupting device. Contractor must include in his bid, testing of ground fault protection

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

system by an independent recognized testing laboratory. Testing lab shall provide necessary testing equipment at site and perform a certified test on ground protection system in presence of the Electrical Inspector. The ground fault setting shall be selected to coordinate with downstream circuit protective devices. Contractor shall verify that the system neutral is grounded at the service entrance switchboard only, except neutrals of step down distribution transformers. For branch circuit protective devices, rated 800 amps or more, provide ground fault protection, as described above, for main protective device. Coordinate settings with main protective device ground fault sensor.

14. A test winding shall be provided to simulate flow of ground fault current through current sensor, in order to test complete system, including sensor pick-up relaying equipment and trip mechanism of circuit protective device.

B. Building Main Switchboard:

1. Building main switchboard shall be of floor standing metal clad dead-front type. Arrangement and construction shall be as indicated on Drawings and specified. Design, construction and testing shall comply with Code requirements and applicable NEA and UL Standards. Structural elements of cubicles shall consist of standard rolled shapes or formed sheet steel members with a #12 gage minimum thickness. Construction shall be of bolted or welded type with sufficient mechanical strength to maintain rigidity under shipping, erection, or short circuit stresses. Cubicles shall be insulated and enclosed with captive bolted P & O Mill prime or cold rolled sheet steel covers. End cubicles shall be provided with blanking plates for future additions. Switchboard shall not exceed 90 inches in height, including wiring gutters or pull spaces. Steelwork shall be sanded, cleaned, rustproofed and primed. Finish coating shall be factory standard. Construction marks or damaged surfaces shall be refinished at job site to match original finish.
2. Buswork and connections shall be hard-drawn copper bars having a minimum conductivity of 98 percent. Current density for copper shall not exceed 1,000 amperes per square inch for connections. Continuous full load temperature rise shall not exceed NEA requirements and those listed in applicable codes. Bus structure shall be free-fitted, and shall have sufficient strength and rigidity to withstand short circuits of magnitude indicated on Drawings, without damage or permanent distortion. Connections shall be securely bolted together. Fastening bolts shall be corrosion-resistant plated carbon steel, secured with constant pressure-type locking devices. Insulating supports shall be made of high-strength, impact-resistant, flame-retardant material. Connections for incoming and outgoing cables shall be supplied with heavy duty pressure-type terminal lugs. Cables and internal wiring shall be supported with suitable bolted cleats. Arrangement of incoming and outgoing cables shall be as indicated on Drawings or as required. Insulated conductors used within switchboard shall be listed, flame-retardant and shall be rated not less than voltage applied to it, and not less than voltage applied to other conductors or busbars with which switchboard may come into contact.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

3. Current transformer mounting facilities and metering mounting facilities shall be provided in accordance with utility company requirements.
4. Main circuit breaker or main fusible switch shall be as follows:
 - a. Main circuit breaker shall be molded case type, quick-make, quick-break, with thermal-magnetic trips, of frame size and trip rating indicated on Drawings. Main breaker shall have a minimum short circuit interrupting capacity as determined by utility company. Provide shunt-trip and integral ground fault devices, as indicated on Drawings.
 - b. Main fusible switch 800 amps or larger ampacity shall be high pressure contact, stored energy, quick-made/quick-break operation, with current limiting fuses, as indicated on Drawings. Provide shunt-trip, and integral ground fault devices, as indicated on Drawings. Where required, switches shall be motor operated and have an electrical trip mechanism piloted by output of ground fault sensing circuitry.
5. Fusible feeder switches shall be quick-make, quick-break type and shall be equipped with Class "R" current limiting fuses and dual element fuses of sizes and capacities indicated on Drawings.
6. Nameplates shall be furnished for each device. A large nameplate identifying switchboard, showing service voltage, function and current rating shall be supplied. Test material information shall be taken from Drawings and a format submitted for review together with shop drawings. Nameplates may be made of engraved laminated plastic or etched metal and shall be permanently attached with escutcheon pins or screws.

PART 12 - EXECUTION

12.01 INSTALLATION

- A. Switchboards shall be located so that they are readily accessible and not exposed to physical damage.
- B. Switchboard locations shall have sufficient working space around the switchboard to comply with the California Electrical Code.
- C. Switchboards installed outdoors shall be specifically approved for wet locations and shall be in a weatherproof NEMA 3R enclosure.
- D. Switchboards shall be securely fastened to the mounting surface.
- E. Switchboard cabinets shall be grounded as specified in Article 250 of the California Electrical Code.
- F. Conduits shall be installed so as to prevent moisture or water from entering and accumulating within the enclosure.
- G. Lugs shall be suitable and approved for use with the conductor being connected.
- H. Conductor lengths shall be kept to a minimum within the wiring gutter space. Conductors shall be long enough to reach the terminal location in a manner that avoids strain on the connecting lugs.
- I. Maintain the required bending radius of conductors inside the cabinet.
- J. Distribute and arrange conductors neatly in the wiring gutters.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

- K. Tightening the wire lugs or any conductor connections shall be performed in the presence of the Electrical Inspector. Torque values shall be those recommended by manufacturer.
- L. Remove all blocks used for shipment from all component devices.
- M. Manually exercise all circuit breakers to make certain they operate freely.
- N. Remove all debris from switchboard interior.
- O. Follow all manufacturer's instructions for installation.
- P. Furnish Spare Fuses: One spare fuse shall be furnished for each fusible switch installed. Spare fuses shall be of the same type and rated as those installed.

12.02 PADS AND ANCHORING

- A. Where free standing equipment is installed at exterior locations or in locations below grade, concrete pads shall be provided as described under Division 03 Section "Cast-In-Place Concrete".
- B. Where a utility meter is housed in a switchboard, pad shall extend 3 feet - 0 inches from face of switchboard door or board, whichever is greater.
- C. Anchor bolts for free-standing equipment shall be designed to meet code seismic requirements. Equipment shall be anchored to new slab with 3/4 inch redhead wedge anchor bolts. 3/4 inch anchor bolts shall be tested to withstand 150 ft-lbs torque. A minimum of 4 anchor bolts per switchboard section are required.

END OF SECTION 262300

SECTION 262416 - PANELBOARDS AND SIGNAL TERMINAL CABINETS

PART 13 - GENERAL

13.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

13.02 SECTION INCLUDES

- A. Lighting and power distribution facilities, including panelboards.

13.03 RELATED SECTIONS

- A. Division 26 Section "Basic Electrical Requirements".
- B. Division 26 Section "Basic Electrical Materials".
- C. Division 26 Section "General Lighting".

13.04 SUBMITTALS

- A. Submit in accordance with Division 01 Sections.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

- B. Shop Drawings: Include a front elevation, indicate cabinet dimensions, make, location and capacity of equipment, size of gutters, type of mounting, finish, and catalog number of locks.

13.05 DESIGN REQUIREMENTS

A. Panelboards:

1. Panelboards shall be wall-mounted, enclosed safety type with 120/240 volt, 3-wire solid neutral 277/480 volt, 4-wire or 120/208 volt, 4-wire solid neutral mains as indicated on Drawings or specified. First panelboard of each building shall be provided with main or sub-feeder circuit breakers where so indicated.
2. Single pole branches shall be molded case, thermal magnetic circuit breakers with inverse time delay, trip free, quick-make, quick-break mechanism and silver alloy contacts. Circuit breakers shall be rated as indicated on Drawings, with ampere rating marked on handle and shall indicate "ON", "OFF" and tripped positions. Ground fault interrupters shall be incorporated into circuit breakers where indicated. They shall be listed by UL as a ground fault device.
3. Two and 3 pole branches shall be enclosed, and shall be thermal magnetic circuit breakers with inverse time delay, non-tamperable, ambient compensated, single handle, internal common trip, and quick-make, and quick-break mechanism with silver alloy contacts. Circuit breakers shall be rated as indicated on the Drawings.
4. Main and subfeeder circuit breakers shall be enclosed, thermal magnetic type with inverse time delay, single handle common trip, quick-make, quick-break mechanism, corrosion resistant bearings and silver alloy contacts. Ampere frame size and trip rating shall be as indicated on Drawings. Breakers over 225 amperes shall have interchangeable trip units. Handles of main and subfeeder circuit breakers shall be under cabinet door. Voltage rating shall be as indicated on Drawings.
5. All circuit breakers shall be one-piece, bolt-on type and shall meet short circuit interrupting capacity requirements indicated on Drawings.
6. All internal connections shall be made with plated copper bus bars and the busses shall extend for full length of space available for branch circuit breakers. Feeder cable connectors shall be installed at point of feeder entrance. All terminals shall have copper conductors. Panel boards fed by conductors having overcurrent protection greater than 200 amperes shall be protected on supply side by overcurrent devices having a rating not greater than that of panelboard.
7. Except where otherwise indicated, circuit breakers shall be in 2 vertical rows connected to bus bars in a distributed phase arrangement. Two pole branches shall be balanced on busses. Each single pole branch shall be numbered adjacent to its circuit breaker with odd numbers on left and even numbers on right.
8. All specified circuit breaker spaces shall include necessary hardware required for future installation of circuit breakers.
9. Provide locking devices for each individual circuit breaker. Padlocking device shall be secured to circuit breaker and by panel deadfront plate.

B. Panelboard Cabinets:

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

1. Panelboard cabinets shall be code gage galvanized steel or blue steel; fronts, doors, and trims shall be code gage furniture steel. Cabinets shall have at least 6 inch high gutters at top and bottom where feeder cable size exceeds #4 or where feeder cable passes through cabinet vertically. Cabinets shall have top and bottom gutters sized as required by inspection department having jurisdiction, but never less than 6 inches where more than one feeder enters top or bottom of cabinets. Side gutters shall not be less than 4 inches wide. Width of cabinets shall be 20 inches, unless otherwise indicated on Drawings.
 2. Doors shall be cut true, shall accurately fit opening and finish smooth across joints. Rabbets shall be inside. Hinges shall be entirely concealed except for barrels and pins. Hinge flanges shall be welded to door and trim. Each door shall be equipped with flush type lock, spring latching, Corbin lock for metal door, keyed to a Corbin CAT 60 key.
 3. Where contactors, time switches, and control devices are specified or indicated to be installed within panelboard cabinets, a separate compartment and door shall be provided at top of cabinet for such devices. Door shall be sized as required to permit removal of contactor and other devices intact. Gutters shall be provided at sides and top of compartment. Door shall be equipped with flush type lock, spring latching, Corbin lock for metal door, keyed to a Corbin Cat 60 key.
 4. Outdoor cabinets shall be NEMA 3R. Construction shall be formed from code gage galvanized steel with an ANSI #61 gray enamel finish. Provide a heavy duty 3 point latching vault type door handle with padlocking provisions. Provide stainless steel butt hinges on each door. Padlocks must be furnished, keyed to a Corbin Cat 60 key.
- C. Panelboard Schedule: Contractor shall prepare a neatly typewritten schedule with number or name of room or area, or load served by each panelboard circuit. Room numbers or names used shall be determined at site and shall not necessarily be those used on Drawings. Schedule shall also indicate panel designation, voltage and phase, building and distribution panel or switchboard from which it is fed. Schedule shall be mounted in a frame under transparent plastic 1/32 inch thick on inside of each panelboard cabinet door.
- D. Panelboard Standards: All panelboards shall meet latest revisions of following standards:
1. National Electric Code, Article 384.
 2. UL 67, Panelboards.
 3. UL 50, Cabinets and Boxes.
 4. UL 943, GFCI.
 5. UL 489, Molded case circuit breakers.
 6. NEMA PBI.
 7. Federal Specifications W-P-115 and WC-375B.
 8. Panelboards must be UL labeled.
- E. Terminal Cabinets, Signal:

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

1. All signal terminal cabinets shall conform in every respect to the Specifications for panelboard cabinets, except as modified herein.
2. All terminal cabinets shall be flush type, with 2 inch trim or surface mounted type, as indicated on Drawings. All terminal cabinets shall have section. Cabinets shall be provided with barriers to separate each system. Sections over 24 inches in width shall be provided with double door and lock. Each terminal cabinet, or section of a terminal housing a separate system, shall measure 12 inches long by 18 inches high by 5-3/4 inches deep, unless otherwise indicated on Drawings. Trims for sectional cabinets shall be of one-piece construction.
3. All terminal cabinets shall be equipped with 3/4 inch thick plywood backboards within cabinets, and fastened in place with machine screws. Backboards shall be largest size cabinet and conduit terminations will permit.
4. Flush mounted terminal cabinets shall be finished as specified for flush mounted panelboard cabinets. Surface and semi-flush mounted terminal cabinets shall be finished as specified for surface mounted panelboard cabinets.

PART 14 - PRODUCTS

14.01 EQUIPMENT

- A. Panelboards shall be manufactured by Cutler Hammer, Square D, or approved equal.

PART 15 - EXECUTION

15.01 INSTALLATION

- A. Panelboards shall be located so that they are readily accessible and not exposed to physical damage.
- B. Panelboards installed outdoors shall be specifically approved for wet locations and shall be weatherproof in a Nema 32 cabinet.
- C. The Panelboard location shall have sufficient working space around the panel to comply with the California Electrical Code.
- D. Panelboards shall be securely fastened to the mounting surface.
- E. Unused openings in the cabinet shall be effectively closed.
- F. Cabinets shall be grounded as specified in Article 250 of the California Electrical Code.
- G. Conduits shall be installed so as to prevent moisture or water from entering and accumulating within the enclosure.
- H. Lugs shall be suitable and approved for use with the conductor being connected.
- I. Conductor lengths shall be kept to a minimum within the wiring gutter space. Conductors shall be long enough to reach the terminal location in a manner that avoids strain on the connecting lugs.
- J. Maintain the required bending radius of conductors inside the cabinet.
- K. Clean the cabinet of all foreign material such as cement, plaster, paint.
- L. Distribute and arrange conductors neatly in the wiring gutters.
- M. Use the manufacturer's torque values to tighten all lugs.
- N. Before energizing the panelboard the following steps must be taken:

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

1. Retighten all connections to the manufacturer's torque specifications. Verify that all required connections have been made.
2. All blocks used for shipment must be removed from all component devices and the panelboard interior.
3. Manually exercise all circuit breakers to make certain they operate freely.
4. Remove all debris from panelboard interior.

O. Follow all manufacturers instructions for installation.

END OF SECTION 262416

Install 4", 5" PVC Conduit and Precast Transformer Pad per SCE Plans – Bid Item No. 8

This Bid Item shall include all labor materials and equipment required for constructing 4" schedule 80 PVC, 5" schedule 80 PVC, bollards, and a precast pad for the proposed SCE transformer as described on the SCE plans. All removals, demolition, excavation, haul away & disposal, material import, surface preparation, shoring and any other feature required for the installation of the conduit and pad shall be included in the scope of this item.

Prior to the start of work, the Contractor shall meet with the SCE inspector and Tri- City Staff to review the exact alignment of the proposed PVC conduit. Conduit shall be installed to the specifications and depth as directed by the SCE inspector. The contractor shall assume the depth of conduit installation to average 48" below the existing ground surface. Terminations of conduit shall include sweeps and fittings as located by the SCE inspector. No utilities are known to exist in conflict with the proposed conduit. However, the Contractor shall be responsible for identifying all utility lines that may be encountered with the conduit installation. The contractor shall be responsible for exposing and protecting conflicting utilities. The Contractor shall assume four unmarked utility crossing to be encountered as part of the project improvements.

The Contractor shall be responsible for installation of conduit under the north property wall. The Contractor shall protect the wall and footing and restore any damage caused by the conduit installation work. The contractor shall trench and restore alley pavement as required by the City of Pomona trench repair standard plans. Trench repair on Tri City's site shall conform to SPPWC standard trench repair, AC replaced shall be minimum 1" thicker than existing. The Contractor shall be responsible for restoring all striping impacted by this work. If a parking stall or other marking is impacted by work, the full parking stall or marking shall be re-striped.

The contractor shall sawcut and remove existing pavement and other conflicting improvements in the vicinity of the proposed transformer pad. The contractor shall prepare the surface in conformance with SCE requirements prior to the installation of the precast transformer pad. Restoration of the pavement near and adjacent to the pad shall include AC pavement placed at a minimum 1" thicker than adjacent pavement.

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)

Parking Lot Restoration Including Application of Type I Slurry Seal and Restriping Pavement Markings and Parking Stalls – Bid Item No. 9

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 and pavement marking replacement to the existing asphalt concrete parking lot located at 2001 N. Garey Avenue. The estimated area of the parking lot is approximately 11,000 SF and includes a total of 33 parking stalls, two of which are assessable. This work shall be scheduled following the completion of work noted in the previous bid items and may occur on a Saturday at no additional cost.

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:

TEST	REQUIREMENT
Pen @ 77 degrees F (D-3407)	25 (+/-5)
Pen @ 115 degrees F (D-3407)	70 max.
Softening Point	210-220 °F
Ductility @ 77 degrees F, 5 cm/min	30 min
Force Ductility	4 max
Resilience	50-60
Brookfield Viscosity @380 degrees F	20-30 poise
Flow @ 140 degrees F	0 max
Flexibility (90 degree bend in 2 sec. over 1 1/8 mandrel. No cracks.....	pass @ 0°F

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.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

The latex additive shall be mixed with the emulsion at the plant in accordance with the following:

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 has been estimated at 1,800 square feet per extra long ton however, the slurry mixture shall be applied at a rate 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.

This Bid Item shall consist of any and all work required to install traffic signs and reinstall paint pavement striping, markings, legends and curb paint to their original locations. Paint pavement markings and traffic striping shall conform to the provisions of Section 214, "Traffic Striping, Curb and Pavement Markings, and Pavement Markers" and be placed in accordance with Section 314-4, "Application of Traffic Striping and Curb and Pavement Markings" of the Standard Specifications, latest edition.

Contractor shall make an inventory of all existing pavement markings, legends, traffic striping, curb paint and raised pavement markers to be replaced after the application of slurry seal. This inventory shall be typewritten, include photographs, and be submitted prior to the start of slurry seal work.

TECHNICAL SPECIFICATIONS & DESCRIPTION OF BID ITEMS (continued)

All striping shall be “cat-tracked” by the CONTRACTOR and approved by the Engineer prior to placement of permanent striping.

This bid item includes removal of all thermoplastic striping by grinding prior to application of slurry seal in accordance with Sections 314-2 “Removal of Traffic Striping and Curb and Pavement Markings,” and 314-3 “Removal of Pavement Markers”. Full compliance with this requirement shall be considered included in this bid item and no additional compensation will be made thereof. All hazardous materials produced from removal of existing striping shall be handled and disposed of in accordance with the applicable state and federal regulations. All costs associated with disposal of any hazardous materials shall be included in this bid item and copies of all documentation regarding disposal shall be submitted to the engineer prior to final payment.

Payment for parking lot restoration including slurry seal and pavement marking replacement shall be on a lump sum basis and shall be considered as full compensation for all labor, materials, equipment and all things necessary to complete the work in place and no additional compensation will be made thereof.

Furnish and install Bollards – Bid Item No. A1

This Bid Item shall include all labor materials and equipment required for installation of steel removable bollards to protect the proposed MSA and related improvements. The bollards shall be rated for parking lot use and painted yellow by the manufacture. The bollards shall be removable utilizing a locking system and have a sleeve embedded in the ground.

Payment for this item shall be on a per each and no additional compensation will be made thereof.

APPENDIX A
PROJECT PLANS



(909) 594-9702

FAX (909) 594-2658

398 Lemon Creek Drive, Suite E • Walnut, CA 91789

Sheet:
Computed By: DA

BID DATE: 9/21/2021
TIME: 10:00 A.M.
PLACE: RKA

Summary of proposals received for:
2001 North Garey Avenue Power
Upgrade
TRI-CITY MENTAL HEALTH

				Engineer's Estimate		AMTEK CONSTRUCTION		HALO ELECTRIC	
						946 N Lemon Street Orange, CA 92867		3450 Mevel PI La Crescenta, CA 91214	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Clearing and grubbing, traffic control, mobilization, BMPs and NPDES compliance	1	LS		\$0.00	\$23,442.00	\$23,442.00	\$6,900.00	\$6,900.00
2	Modify existing irrigation system	1	LS		\$0.00	\$5,077.00	\$5,077.00	\$2,900.00	\$2,900.00
3	Obtain all required business license, permits and coordinate inspection scheduling with the City of Pomona	1	LS		\$0.00	\$2,539.00	\$2,539.00	\$1,950.00	\$1,950.00
4	Furnish and install MSA foundation, cabinet, interior panels, and all other components required to achieve the intended function	1	LS		\$0.00	\$85,457.00	\$85,457.00	\$229,000.00	\$229,000.00
5	Coordinate SCE connection to new MSA and interior panels, and removal of existing connection	1	LS		\$0.00	\$6,599.00	\$6,599.00	\$2,975.00	\$2,975.00
6	Connect MSA to building electrical system, test all functions and repair or modify as needed to return full function	1	LS		\$0.00	\$46,691.00	\$46,691.00	\$6,900.00	\$6,900.00
7	Remove existing electrical system hardware no longer required for function, and restore site features impacted by construction and improvements	1	LS		\$0.00	\$3,207.00	\$3,207.00	\$7,900.00	\$7,900.00
8	Install 4" and 5" PVC Conduit and Precast Transformer Pad per SCE Plans	1	LS		\$0.00	\$46,691.00	\$46,691.00	\$74,300.00	\$74,300.00
9	Parking Lot Restoration Including Application of Type I Slurry Seal and Restriping Pavement Markings and Parking Stalls	1	LS		\$0.00	\$15,572.00	\$15,572.00	\$5,900.00	\$5,900.00
A1	Furnish and install steel removable bollards	3	EA		\$0.00	\$2,234.00	\$6,702.00	\$4,900.00	\$14,700.00
Total Base Bid					\$0.00	\$	235,275.00	\$	338,725.00
Total Additive Bid					\$ -	\$	6,702.00	\$	14,700.00
10 % Contingency					\$ -	\$	24,197.70	\$	35,342.50
Total					\$ -	\$	266,174.70	\$	388,767.50
Surety						The Ohio Casualty Insurance Company		Western Surety company	
Comments								ATTACHMENT 6-D	



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

DATE: October 20, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

BY: Mary Monzon, Housing Manager

SUBJECT: Consideration of Resolution No. 617 Authorizing the Executive Director to Execute a Contractor Agreement with the City of Pomona for Rental Assistance Supportive Services Pursuant to the State of California's Emergency Rental Assistance Program (ERAP) and be compensated up to \$30,000

Summary:

Staff is seeking approval to authorize Tri-City to enter into an Agreement with the City of Pomona to be a Rental Assistance Supportive Services contracted agency for the State of California's Emergency Rental Assistance Program (ERAP) to receive compensation not exceeding \$30,000. Tri City Housing Division and Navigators would identify staff to assist California residents, who are trying to avoid eviction due to nonpayment of rent, by guiding them in completing their ERAP application. While assisting with the completion of the application, staff will be assessing additional needs that the applicants identify in order to provide connection to resources that will aid the whole person.

Background:

During the November 18, 2020 Board Meeting, Resolution No. 558 Authorizing the Executive Director to Execute a Contractor Agreement with the City of Pomona for COVID-19 Eviction Prevention Rental Assistance Program was passed. Tri-City went on to assist 92 households with their applications for the city's rental assistance through March 2021 when the program was paused to make way for more extensive assistance provided by the state.

On January 29, 2021, the COVID-19 Tenant Relief Act – SB91 (Act) was signed into law. Along with extending tenant protections throughout California, it established the state's Emergency Rental Assistance Program (ERAP), appropriating \$2.6 billion for rental assistance in the state. Rental assistance had been set at paying up to 80% of a tenant's rent debt through a less-restrictive application process than previous applications. Applications for the program went live on March 15, 2021.

On June 28, 2021, Assembly Bill 832 was signed by Governor Newsom which extended tenant protections through September 30, 2021, increased the budget to \$5.2 billion for the state' ERAP, and increased the tenant assistance to cover 100% of rental debt owed.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 617 Authorizing the Executive Director to Execute a Contractor Agreement with the City of Pomona for Rental Assistance Supportive Services Pursuant to the State of California's Emergency Rental Assistance Program (ERAP) and be compensated up to \$30,000
October 20, 2021
Page 2

The State of California's Business, Consumer Services and Housing Agency (BSCH) through the Local Initiatives Support Corporation (LISC), sought community partners throughout the state to provide in-person, local, support to residents who needed help with accessing the rental assistance. The City of Pomona applied and was approved to be a community partner to provide in-person assistance to local residents who don't have access to a computer, internet, scanner, or struggle to understand the application. The City of Pomona reached out to TCMHA to contract as a supporting agency for this program from June 2021 through February 2022 with a contractor compensation of \$30,000.

As one of the contracted agencies for this program, Tri City's role would be to identify office hours when staff are available to provide support to residents. Staff would help applicants during their scheduled time to enter the information needed for the application along with scanning and entering the necessary documents, and providing the applicants the phone number to the CA COVID-19 Rent Relief Call Center for any follow-up questions.

Tri-City will be able to continue to connect with more community members who are finding themselves in stressful situations during the pandemic. While interacting with these individuals, staff will be able to identify if there are additional resources available that the households can be referred to and provide educational information regarding updates with the eviction protections and assistance available.

Fiscal Impact:

Tri City Mental Health would be considered a contracted agency through the City of Pomona. As part of this project, Tri City will receive up to \$30,000 for their assistance with the program.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 617 approving the Contractor Agreement for Rental Assistance Supportive Services with the City of Pomona; to receive up to \$30,000 in compensation; and authorizing the Executive Director to execute the Agreement.

Attachments:

Attachment 7-A: Resolution No. 617 - DRAFT

Attachment 7-B: TCMHA Contractor Agreement for Rental Assistance Supportive Services with the City of Pomona

Attachment 7-C: City of Pomona PO No. P1-00000202899 000

RESOLUTION NO. 617

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACTOR SERVICES AGREEMENT WITH THE CITY OF POMONA FOR RENTAL ASSISTANCE SUPPORTIVE SERVICES IN THE AMOUNT OF \$30,000

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 (“Authority” or “TCMHA”) desires to be a Rental Assistance Supportive Services contracted agency for the City of Pomona and be compensated an amount not to exceed \$30,000.

B. On November 18, 2020, the Governing Board adopted Resolution No. 558 authorizing the Executive Director to execute an Agreement for Rental Assistance Supportive Services with the City of Pomona for COVID-19 Eviction Prevention Rental Assistance Program which ended in March 2021 when the program was paused to create a more extensive assistance provided by the state.

C. On January 29, 2021, the COVID-19 Tenant Relief Act (SB 91) was signed into law, extending tenant protections throughout California and establishing the state’s Emergency Rental Assistance Program (ERAP), appropriating \$2.6 billion for rental assistance in the state. Applications for the program went live on March 15, 2021.

D. On June 28, 2021, Assembly Bill 832 was signed into law extending tenant protections through September 30, 2021, increasing the budget to \$5.2 billion for the state’ ERAP and the tenant assistance to cover 100% of rental debt owed.

E. The State of California’s Business, Consumer Services and Housing Agency (BSCH), through the Local Initiatives Support Corporation (LISC), sought community partners to provide in-person, local, support to residents in accessing the rental assistance. The City of Pomona was approved as a community partner.

F. The City of Pomona reached out to TCMHA to be a contractor as a supporting agency for this program from June 2021 through February 2022. Accordingly, the Authority approves to render services pursuant to the terms of the Agreement for contractor services.

2. Action

The Governing Board approves the Agreement with the City of Pomona for Rental Assistance Supportive Services and be compensated \$30,000 from June 2021 through February 2022; and authorizes the Executive Director to execute the Agreement.

[continued to Page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 20, 2021, by the following vote:

AYES: Alternate Board Member Wendy Lau; Board Members Carolyn Cockrell, Paula Lantz, John Nolte, Elizabeth Ontiveros-Cole, and Ronald T. Vera; and Vice-Chair Jed Leano.

NOES: None.

ABSTAIN: None.

ABSENT: Chair Robin Carder.

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

CITY OF POMONA
AGREEMENT FOR CONTRACTOR SERVICES
RENTAL ASSISTANCE SUPPORTIVE SERVICES

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the City of Pomona, a municipal corporation organized under the laws of the State of California ("City") and Tri-City Mental Health Services, a Joint Powers Authority (JPA) Agreement between the cities of Claremont, La Verne, and Pomona with its principal place of business at 2008 N. Garey Avenue, CA 91767. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain rental assistance supportive services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing application processing and outreach engagement services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be for a term of 9 months commencing June 1, 2021 to February 2022, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the

means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows:

Mary Monzon, Housing Manager

Rosemary Perich, Housing Supervisor

Steve J. Fernandez, Senior Mental Health Specialist

Daniel Argueta, Senior Mental Health Specialist

Gabriela Cruz, Community Navigator I

Dwight Pennington, Housing Wellness Advocate

Monica Valencia, Residential Services Coordinator

3.2.5 City's Representative. City hereby designates Donyielle Holley, Homeless Programs Supervisor, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on

behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

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

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

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

3.2.10 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed fifty thousand dollars (\$30,000) without written approval of City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

(a) Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total

compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be

compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 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:

Contractor:

Tri-City Mental Health Services
2008 N. Garey Avenue
Pomona, CA 91767
Attn: Mary Monzon, Housing Manager

City:

City of Pomona
505 South Garey Avenue
Pomona, CA 91766
Attn: Donyielle Holley, Homeless Programs Supervisor

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other

related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

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

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

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

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

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

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

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

3.5.25 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.26 Wage Theft Prevention

(a) Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, and the California Labor Code.

(b) BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

(c) If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

(d) For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

(e) Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

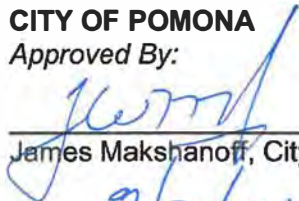
(f) Notice provided to the City shall be addressed to: Attention: Ron Chan, Senior Civil Engineer, City of Pomona, 505 South Garey Avenue, Pomona, CA 91766. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

**SIGNATURE PAGE FOR AGREEMENT
FOR RENTAL ASSISTANCE SUPPORTIVE SERVICES
BETWEEN THE CITY OF POMONA
AND TRI-CITY MENTAL HEALTH SERVICES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the ____
day of _____, 2021.

CITY OF POMONA

Approved By:



James Makshanoff, City Manager

Date

Approved as To Form:



City Attorney

ATTEST:

Rosalia Butler, City Clerk

TRI-CITY MENTAL HEALTH SERVICES

Signature

Antonette (Toni) Navarro

Executive Director

Date

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES:

The Agency will provide the following services:

REQUIRED ACTIVITY	DELIVERABLE
1. Promote the State of California Emergency Rental Assistance Program (State ERAP) to residents in the City of Pomona, and nearby cities with Los Angeles County.	Submit approved timesheet(s) detailing staff time dedicated to project as supporting documentation to monthly invoices.
2. Provide on-site application assistance and bilingual support (ie. Spanish, Vietnamese) via phone, virtual meeting platforms, and in-person meetings.	Submit State ERAP applications via the State's Rental Assistance Online Portal (HousingIsKey.com) Submit approved timesheet(s) detailing staff time dedicated to project as supporting documentation to monthly invoices.
3. Work cooperatively with the City of Pomona staff to resolve issues with application processing and documentation collection.	Respond to emails and calls requesting additional information within 24 hours of receipt of email or call.
4. Provide regular communication and required project updates to City of Pomona staff.	Submit weekly progress e-mail updates to City of Pomona staff including the number of appointments completed.
5. Ensure applicant files and supporting documentation are contained in locked and secured storage.	Present secured storage location to City staff during City staff onsite walk-thru inspections.
6. Submit billing invoices to the City of Pomona to collect agency's application processing fees and reimbursable administrative expenses using the provided billing template.	Submit monthly invoices to City of Pomona staff.

EXHIBIT "B"

INSURANCE REQUIREMENTS

CONTRACTOR shall maintain throughout the duration of the term of the Agreement, Liability Insurance covering CONTRACTOR and designating CITY, including its elected or appointed officials, directors, officers, authorized agents, and employees, as additional insureds against claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of CONTRACTOR 's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that CONTRACTOR 's insurance policies shall be primary with respect to any claims related to or as the result of CONTRACTOR 's work. Any insurance, pooled coverage, or self-insurance maintained by CITY, its elected or appointed officials, directors, officers, authorized agents, and employees shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability or Workers' Compensation Insurance requirement.

Professional Liability Insurance:

- | | | |
|----|-------------------|--|
| a. | General Aggregate | \$2,000,000 per claim and in the aggregate |
|----|-------------------|--|

General Liability:

- | | | |
|----|----------------------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products Comp/Op Aggregate | \$2,000,000 |
| c. | Personal & Advertising Injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| e. | Fire Damage (any one fire) | \$50,000 |
| f. | Medical Expense (any one person) | \$5,000 |

Workers' Compensation:

- | | | |
|----|----------------------------|------------------|
| a. | Workers' Compensation | Statutory Limits |
| b. | EL Each Accident | \$1,000,000 |
| c. | EL Disease - Policy Limit | \$1,000,000 |
| d. | EL Disease - Each Employee | \$1,000,000 |

Automobile Liability

- | | | |
|----|------------------------------------|-------------|
| a. | Any vehicle, combined single limit | \$1,000,000 |
|----|------------------------------------|-------------|

CONTRACTOR shall provide thirty (30) days advance notice to CITY in the event of cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONTRACTOR for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONTRACTOR .

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager.



The City of Pomona

Finance Dept/ Purchasing Div
505 South Garey Avenue
Pomona, CA 91769
(909) 620-2381

Supplier No: 68617 Date Issued: 08/17/2021

TRI CITY MENTAL HEALTH AUTH
1717 N INDIAN HILL BLVD #B
CLAREMONT CA 91711

PURCHASE ORDER NO:

P1-00000202899 000

OUR ORDER NUMBER MUST APPEAR ON INVOICES,
PACKING SLIPS AND CORRESPONDENCE.

MAIL INVOICE TO:

ATTN: ACCOUNTS PAYABLE: P.O. Box 660 POMONA, CA 91769
(909) 620-3622 Email: AP@ci.pomona.ca.us

Ship To: City Hall-Housing
505 S. Garey Ave
Pomona, CA 91766

F.O.B. Terms
Destination Net 30

Item #	Qty	Unit	Description	Unit Price	Total
1			CALIFORNIA STATE RENT RELIEF SUPPORT PROGRAM		22,400.00
2			CALIFORNIA STATE RENT RELIEF SUPPORT PROGRAM		333.00
			MATERIALS AND SUPPLIES		
				Non-Taxable Amount:	22,733.00
				Taxable Amount:	0.00
				Tax:	0.00
				Shipping:	0.00
				Total:	22,733.00

ATTACHMENT 7-C

This Purchase Order and any contracts attached hereto constitute the entire agreement between the Vendor, (referred to herein as "Vendor") and the City of Pomona (hereinafter referred to as the "City") covering the goods and services described herein. Contract takes precedence over the Purchase Order Terms and Conditions. Failure to decline Terms and Conditions in writing constitutes agreement to the terms of the Purchase Order Terms and Conditions as stated. If any provision of this Purchase Order is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way. In Vendor's performance of services or provision of goods pursuant to this Purchase Order, time is of the essence. **Performance by the vendor will be an act of acceptance of this contract.**

GENERAL

1. These Terms and Conditions form part of this Purchase Order ("P.O.") issued by the City of Pomona ("City").
2. Vendor, (hereinafter referenced as a "Vendor"), and its goods or services, shall conform to the applicable requirements of City Ordinances, and all applicable State and Federal Laws.
3. If the goods or services ordered herein result from a Request for Quotation ("RFQ"), Request for Proposal ("RFP"), Notice Inviting Bids ("NIB") or a City Agreement ("Agreement"), then the Terms and Conditions set forth in this Purchase Order are considered to be in addition to the requirements and specifications stated in the RFQ, RFP, NIB or Agreement.
4. In the event of a conflict between Vendor's proposal, Vendor's terms and conditions, and the City's Purchase Order Terms and Conditions, the provisions of the City's Purchase Order Terms and Conditions shall govern.

PREVAILING WAGES (when applicable)

5. Pursuant to applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of workman needed to execute the work contemplated under this agreement shall be paid to all workman employed on the work to be done according to this contract by the Contractor, or any Subcontractor and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. The City Engineer has on file the prevailing rate of per diem wages or they may be obtained online at <http://www.dir.ca.gov/dlsr>. Contractor will furnish same to be posted at the job site.
6. Prevailing Wage Threshold. As a Charter city, Pomona's public works repair and maintenance contracts valued at \$15,000 or greater are subject to the payment of prevailing wages, as established by the DIR.
7. Debarment/ DIR Registration. Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract. Unless this Purchase Order is exempt pursuant to Labor Code Section 1725.5(f), Contractor, and its subcontractors, shall be registered with the California Department of Industrial Relations (DIR) as a contractor eligible to work on Public Works Projects and maintain registration for the duration of the Purchase Order.
8. The City shall withhold and retain all amounts required to satisfy any Civil Wage and Penalty Assessment that may be issued. (§ 1727(a)).
9. The Vendor is also required to comply with all other California Labor Code requirements which include but are not limited to, the employment of apprentices and hours of labor.
10. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor is required to submit electronic certified payroll to the DIR. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner. [Labor Code § 1771.4(a)(3)]. Does not apply to projects of \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or for projects of \$15,000 or less when the project is for maintenance work. Contractors and subcontractors must retain records for at least 3 years after completion of the work.

BUSINESS LICENSE AND PERMITS

11. During the performance of services or provision of goods pursuant to this Purchase Order, the Vendor shall secure or maintain in force all licenses and permits required by law for the operation of their business, including a Pomona Business License when required. The Vendor is solely responsible for becoming familiar with all applicable permit and license requirements.

MISCELLANEOUS CHARGES

12. Vendors shall not charge the City for transportation, containers, packing, or overhead costs, unless so specified in this Order.

FREIGHT CHARGES

13. All shipments are F.O.B. - Destination, and Vendor pays charges, unless specified otherwise in this Order. If the City and Vendor agree that an Order will be F.O.B. - Origin, then the Vendor shall prepay the freight and add the freight cost to the invoice. The City reserves the right to request a copy of the paid express or freight bill.

TITLE

14. Vendor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Vendor has a good and marketable title to same, and Vendor agrees to hold City free and harmless against any and all claimants to said article, material or work. Title to the materials and supplies purchased hereunder shall pass to the City at the F.O.B. point designated on the face hereof, subject to the right of the City to reject upon inspection..

INDEMNIFICATION

15. Vendor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all Claims (as defined below) in any manner arising out of or incident to (i) any acts, omissions, negligence, or willful misconduct of Vendor, its officials, officers, employees, agents, consultants and Vendors; (ii) Vendor's performance of the services; and/or (iii) any action for product liability arising from a defect in the design, materials and workmanship of any product provided pursuant to this Purchase Order. Vendor shall defend the City, at Vendor's own cost, expense and risk, and with competent counsel approved by the City. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Vendor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. For the purpose of this provision, "Claims" means claims, actions or causes of action, regulatory, legislative or judicial proceedings, at law or equity, and all associated liabilities, demands, assessments, levies, losses, fines, penalties, damages, costs and expenses, whether in connection with property or persons, including wrongful death, in each case as awarded by a court or arbitrator, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) all consequential damages and damages that arise as a result of strict liability .

NONDISCRIMINATION CLAUSE

16. Except as provided in Section 12940 *et seq.* of the Government Code, Vendor shall not discriminate against any person because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, marital status, mental condition, or gender, nor refuse to hire or employ a person or to refuse to select the person for a training program leading to employment or to bar or discharge the person from employment, or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions or privileges of employment. Vendor shall insert this nondiscrimination provision in all subcontracts for any work covered by this Purchase Order .

EXCISE TAX

17. If federal excise tax is applicable to the transaction, the Vendor must be clearly state so in writing and shall exclude said tax from the price. The City of Pomona, as a government agency, is exempt from the payment of said tax and will issue an exemption certificate upon Vendor's request.

SALES AND USE TAXES

18. Vendor shall show sales tax, if any, on the invoice as a separate item .

DEFAULT BY VENDOR

19. If Vendor defaults on the performance of services or provision of goods pursuant to this Purchase Order, the City reserves the right to procure the goods or services from other sources and to hold the Vendor responsible for any additional costs (costs exceeding the amount of this Purchase Order) the City incurs as a result. The City also reserves the right to cancel this Purchase Order if the Vendor defaults. The Vendor's performance deficiency may be established by a single incident, or by a pattern of incidents, as determined by the City.

19.1 If Vendor's default resulted from *Force Majeure*, then the City shall not hold Vendor accountable for the City's additional costs incurred. Vendor must notify the City immediately upon knowing that non-performance or delay will apply to this Order as a result of *Force Majeure*. At that time, Vendor shall submit a written Recovery Plan for this Order. If the City does not receive the Recovery Plan within 10 days of the necessary notification of *Force Majeure* default, or City does not accept the Recovery Plan, then the City may cancel this Order in its entirety at no cost to the City, and compensate Vendor only for goods and services provided to the City's satisfaction, as solely determined by the City, as of the Order cancellation date.

19.2 *Force Majeure* means circumstances that suspend the Vendor's performance of this Purchase Order because performance is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the Vendor's control .

19.3 The City's waiver of any breach of any provision of this Order shall not be deemed a waiver of any other provision of this Order, and shall not be deemed a waiver of any subsequent breach of the same provision or any other provision. The City's payment to the Vendor shall not constitute a waiver of any breach which may then exist on the part of the Vendor. The City's payment to Vendor shall not impair or prejudice any right or remedy available to the City with

INSPECTION AND ACCEPTANCE

20. Inspection and acceptance shall be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss shall be on the Vendor unless loss results from the City of Pomona's sole negligence. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods. When the Purchase Order specifies equipment or material by manufacturer, model, or trade name, Vendor shall not substitute equipment or materials without City's prior written approval. Notwithstanding the requirement for any inspection and test contained in specifications applicable to this Order, except where specialized inspection or tests are specified solely for the City, the Vendor shall perform or have performed the inspection and tests required to substantiate that the supplies and services provided under the Purchase Order conform to the drawings, specifications, and requirements incorporated herein, including, if applicable, the technical specifications for the manufacturers' part numbers specified herein. If, in City's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Vendor shall promptly replace same at Vendor's expense. No acceptance or payment by City shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.

INSURANCE

21. For the duration of Vendor's performance of services or provision of goods pursuant to this Purchase Order, Vendor shall procure and maintain insurance as set forth in **Attachment "A"** attached hereto.

PAYMENTS AND APPROPRIATION OF FUNDS

22. Payment terms are net 30 days, unless the City and Vendor agree otherwise in writing. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of invoice, whichever is latest. Each of the City's payment obligations is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by the Vendor, then, at the end of the period for which funds are available, the City may terminate the product or service directly or indirectly involved in the performance of that function.

INVOICES

23. Vendor shall address invoices and statements to The City of Pomona, Attn: Accounts Payable, P.O. Box 660, Pomona CA 91769. Prior to the City issuing payment, designated City staff shall review and approve invoice based on the satisfactory completion of delivery. The City will issue payments within 30 days after approving an invoice. Invoices shall contain the following information: Vendor's Federal Tax I.D. number, contract or order number, item number, description of supplies/services, quantities and units of measure, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments on Government Bills of Lading.

WARRANTY

24. Vendor warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to District's inspection; but neither District's inspection nor failure to inspect shall relieve Vendor of any obligation hereunder. The Vendor agrees that the supplies/services furnished under this Purchase Order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such goods/services, and that the rights and remedies provided herein are in addition to, and do not limit any rights afforded to the City by, and other clause of a contract awarded hereunder.

ASSIGNMENT OF CLAIMS

25. The Vendor shall not assign or subcontract the provision of goods or performance of services pursuant to this Purchase Order unless the City grants prior written approval. Claims for monies due or to become due under this Purchase Order shall be assigned only pursuant to prior written consent of the City's Purchasing Officer.

PURCHASE ORDER TERMINATION

26. The City may terminate this Purchase Order at any time, with or without cause, by giving Vendor three (3) days' advance written notice. In the event of termination by City for any reason other than the fault of Vendor, City shall pay Vendor for all work performed or goods provided, to the City's satisfaction, as solely determined by the City, as of the termination date. In the event of Vendor's breach, City may terminate this Purchase Order immediately without notice, may reduce payment to the Vendor in the amount necessary to offset City's resulting damages, may procure substitute goods or services at Vendor's expense, and/or may pursue any other available recourse against Vendor. Upon the City's termination of this Purchase Order for any reason, City may require Vendor to provide all finished or unfinished goods, documents, data, diagrams, drawings, materials or other matter prepared or built by Vendor in connection with its performance of this Purchase Order. Vendor shall not terminate this Purchase Order, except upon showing of cause.

GOVERNING LAW

27. This Purchase Order shall be deemed a contract between the City and Vendor, and shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees that the State and Federal courts which sit in Los Angeles County, California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

28. Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Order.

29. Vendor shall abide by all applicable Prevailing Wage requirements pursuant to the California Labor Code .

ATTORNEY'S FEES AND COSTS

30. In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's legal costs and expenses (including reasonable attorney's fees).

CHANGE ORDERS

31. The City reserves the right to make written changes, at any time, within the general scope of this Purchase Order. If any such changes cause an increase or decrease in the cost of, or in the time required for the performance of this Purchase Order, an equitable adjustment shall be made in this Purchase Order price, delivery schedule, or both . Any claim by Vendor for a price adjustment must be approved by the City's authorized representative(s) in writing (formal change order, amendment, or revision) before Vendor proceeds with such change .

CONFLICT OF INTEREST

32. Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, Vendor shall not offer the City's employees any gratuities, entertainment, meals, or anything of value whatsoever. The offer of such gratuity to an employee of the City shall be cause for finding default and establishing grounds for termination.

33. Vendor acknowledges that pursuant to Government Code Section 87300, et seq. and the Conflict of Interest Code adopted by the City hereunder, Vendor is designated in said Conflict of Interest Code and may be required, as determined by the Written Determination to file an Economic Interest Statement (Form 700) with the City Clerk .

EQUAL EMPLOYMENT OPPORTUNITY

34. The Vendor shall comply with all applicable state and federal laws addressing Equal Employment Opportunity .

INDEPENDENT CONTRACTOR STATUS

35. It is expressly understood that the Vendor is acting as an "independent contractor" and not as an agent or employee of the City of Pomona. As such, Vendor shall have no power or authority to incur any debt, obligation or liability on behalf of the City, unless such authority is expressly authorized. Further, Vendor is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. Vendor expressly waives any claim to any such rights.

Authorized Representative:

I have read and understand the preceding Purchasing Order Terms and Conditions, and I am duly authorized to commit my company to sell goods or perform services specified herein. By signing this document, upon award of a contract, I agree to comply with all specifications, scope of services, requirements and terms and conditions described herein at the price(s) offered. I certify that my business possess all necessary insurance, equipment, facilities, qualifications, personnel and work experience to fulfill the terms of the contract at the time of signing this document, and will be ready to proceed prior to the issuance of a Purchase Order.

<hr/>	
Signature	Date
<hr/>	
Print Name	
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Title	
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Business Name	
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Phone Number	
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Email	

ATTACHMENT "A"

Insurance Requirements

The Contracted Vendor shall furnish the City certificates of insurance prior to the execution of the Agreement demonstrating that the following coverage is in effect and in accordance with the specifications .

The VENDOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the VENDOR and designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or VENDORS, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the VENDOR's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the VENDOR's insurance policies shall be primary as respects any claims related to or as the result of the VENDOR's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or VENDORS shall be non-contributory .

General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a. Workers' Compensation	Statutory Limits
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit	\$1,000,000
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The VENDOR shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the VENDOR for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the VENDOR .

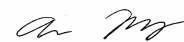
Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. VENDOR shall immediately advise CITY of any litigation that may affect these insurance policies.

ALL PURCHASES ARE SUBJECT TO THE TERMS AND
CONDITIONS PRINTED ON THIS PURCHASE ORDER

Purchasing Manager



Finance Director





Tri-City Mental Health Authority
AGENDA REPORT

DATE: October 20, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Consideration of Resolution No. 618 Approving an Agreement with The Trustees of The California State University on Behalf of California State University Dominguez Hills (CSUDH) to Provide Clinical Learning Experience to Students in Master of Social Work Program, and Authorizing the Executive Director to Execute the Agreement

Summary

Staff recommends that the Governing Board authorize Tri-City to enter into an Agreement with the California State University Dominguez Hills (CSUDH) in order to host students participating in their Master of Social Work (MSW) Program. In exchange for training and supervision on duties and roles related to being a social worker in a public mental health system, these students provide direct service interventions under the Tri-City/ Bonita Unified School District MOU; provide screening, clinical assessments, and limited therapy services within both the Adult and Child/Family Services Clinics; participate in program development and evaluation projects at the Wellness Center.

Background

In a near two decades long partnership with the BUSD and the La Verne Youth and Family Action Committee (YFAC), Tri-City has provided 3 hours/week of prevention and early intervention level behavioral health interventions to those schools in the District that are located in La Verne. In the past 8 years these services have been provided by Masters Level Student Interns that are placed at Tri-City for training by a variety of universities each year. CSUDH is among the universities who partner with Tri-City to provide clinical training for students in their MSW program. Using Student Interns to provide these services from September to May each year, allows Tri-City to provide high quality services to BUSD student and families for very low cost.

In addition to providing services under the BUSD MOU, Masters' Level Students also get trained and provide limited services at the outpatient clinics; and assist with program design, implementation and evaluation at the Wellness Center as part of their coursework requirement. Having Student Interns provide assessments and intervention services allows Tri-City to serve more clients (albeit limited) each year without incurring costs for salaries and benefits.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 618 Approving an Agreement with The Trustees of The California State University on Behalf of California State University Dominguez Hills (CSUDH) to Provide Clinical Learning Experience to Students in Master of Social Work Program, and Authorizing the Executive Director to Execute the Agreement
October 20, 2021
Page 2

Moreover, Tri-City's participation in the advancement of the profession of social work provides a source of future employee prospects— not only via students who are placed at Tri-City and may want to return following graduation, but also as a result of positive endorsements of Tri-City as a high quality employer by students who participate in the MSW program and their university advisors. CSUDH renews its agreement with Tri-City every three (3) years.

Funding

There is no funding to be provided by Tri-City in order to participate in this Agreement.

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 618 approving the Agreement with the Trustees of the CSU on behalf of CSUDH to provide clinical learning experiences to students in the Master of Social Work Program, and authorizing the Executive Director to execute the Agreement and any Amendments thereafter.

Attachments

Attachment 8-A: Resolution No. 618 - DRAFT

Attachment 8-B: TCMHA and Trustees of the CSU, on behalf of CSUDH, Agreement to Provide Clinical Learning Experience to Students in the Master of Social Work Program

RESOLUTION NO. 618

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AGREEMENT WITH THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY ON BEHALF OF CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS TO PROVIDE CLINICAL LEARNING EXPERIENCE TO STUDENTS IN MASTER OF SOCIAL WORK PROGRAM, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

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”) desires to provide clinical learning experience to California State University Dominguez Hills students enrolled in its Master of Social Work Program, at Tri-City locations or at any place or location deemed appropriate, and in such numbers as agreed, so long as the training services are provided within the manner outlined in the Agreement with the Trustees of the California State University (CSU).

B. The Authority affirms that Trustees of the CSU and the CSUDH are 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 CSU and TCMHA.

C. The Authority affirms that CSUDH students are considered learners who are fulfilling specific requirements for clinical learning experiences as part of a degree and/or credential requirement during their school calendar year, and are not employees, agents, joint venture or partners of TCMHA.

D. The Authority affirms that CSUDH or Student shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the internship provided to Tri-City under this Agreement without the expressed written permission of TCMHA.

2. Action

The Governing Board approves the Agreement with the California State University and the California State University Dominguez Hills to provide clinical learning experience, effective November 1, 2021 through October 31, 2024; and authorizes the Authority’s Executive Director to enter into, and execute the Agreement and any amendments or extensions of such Agreement.

[continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on October 20, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

DRAFT



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

Master of Social Work Program

This Agreement ("Agreement"), is made and entered into on the _____ day of _____, 20____, pursuant to Education Code 89036, by and between the Trustees of the California State University, an agency of the State of California, on behalf of the California State University, Dominguez Hills ("UNIVERSITY"), and _____ ("FACILITY"). The parties may be referred to collectively as the "Parties" and singularly as a "Party".

WITNESSETH

WHEREAS, the UNIVERSITY'S Master of Social Work Program requires its students to have clinical and educational experience (learning experience) in clinical facilities, schools and public agencies; and

WHEREAS, the FACILITY and UNIVERSITY are committed to the advancement of the profession of social work in the fulfillment of its professionally and socially defined tasks on behalf of those whom it serves; and

WHEREAS, the FACILITY has an interest in providing practice and research opportunities for graduate students, and;

NOW, THEREFORE in consideration of the covenants, conditions, and stipulations hereinafter expressed and in Consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. FACILITY SHALL:

- a. Provide clinical facilities for learning experiences for Master of Social Work students designated by the UNIVERSITY. The experience for each student shall cover such period of time as will be specified by the UNIVERSITY.
- b. The FACILITY shall recommend members of its staff, qualified and approved within the UNIVERSITY'S criteria, to act as Fieldwork Instructors ("Instructors") for students placed for training. These instructors shall be afforded sufficient release time to instruct and supervise the student's work at the FACILITY in accordance with the educational objectives, learning experiences and performance expectations established by the UNIVERSITY and agreed to by the FACILITY.
- c. The FACILITY shall provide facilities, staff, materials, and other resources necessary to meet the FACILITY'S educational commitment.
- d. The FACILITY shall accept students enrolled in the UNIVERSITY for a Practicum in graduate social work education at times, in numbers and at such locations of the FACILITY as shall be agreed upon by both parties.
- e. The FACILITY shall not use students to replace its regular staff and shall not require the students to render services except as they are identified for their learning value as part of an agreed upon educational purposes.
- f. The FACILITY shall not compensate students for their services unless otherwise and, previously agreed to by the UNIVERSITY.
- g. The FACILITY may request that the UNIVERSITY remove any student whose performance the FACILITY deems unfit to meet the demands of its service program or whose conduct otherwise interferes with its staff relationships or primary mission.
- h. FACILITY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". FACILITY is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. FACILITY, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, FACILITY will take steps to comply with the modified, changed or updated guidelines or directives. If at any time FACILITY becomes

aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- a. The UNIVERSITY shall be responsible for the selection, placement, and/or removal, and final grading of students placed with the FACILITY. These decisions shall be made in consultation with the FACILITY in accordance with the respective responsibilities of each party of this agreement.
- b. The UNIVERSITY shall assign a representative of its faculty to act as Faculty Field Liaison whose responsibilities shall be to act as liaison between UNIVERSITY and FACILITY in the development and execution of the Fieldwork Instruction program and the valuation of student performance, and to engage in such other activities as are of mutual concern in the provision of student training.
- c. The UNIVERSITY shall, at the time of agreement, provide the FACILITY with a statement of its educational goals, of appropriate learning experiences, and of its expectations for student performance in the practicum.
- d. Upon request, provide insurance for general liability coverage.

III. TERM AND TERMINATION

This Agreement will become effective as of the date last written below and continue for a period of _____ (___) years unless terminated by either party after giving the other party thirty (30) days written notice of the intent to terminate. If the FACILITY terminates this Agreement, it will permit any student training at the FACILITY at the time of termination to complete his/er work. At the termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

IV. INDEMNIFICATION

UNIVERSITY shall defend, indemnify and hold FACILITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of UNIVERSITY, its officers, agents, or employees.

FACILITY shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of FACILITY, its officers, agents, or employees.

V. INSURANCE

- a. Each party agrees to maintain general liability coverage (or a program of self-insurance), comprehensive or commercial form, with minimum limits of at least \$1,000,000 per occurrence, \$3,000,000 general aggregate, and workers compensation as required by law. Such coverage must be obtained from a carrier rated at least A: VII or better by AM Best.
- b. University on behalf of Students shall maintain general and professional liability, as well as educator's errors and omissions coverage, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
- c. While in the performance of this agreement, students serve as volunteers at the Facility without compensation and are not to be considered officers, agents or employees of the Facility for Worker's Compensation purposes.

VI. CONFIDENTIALITY

- a. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party. Notwithstanding the foregoing, a disclosure by one Party of the other Party's confidential information as required by law in response to a

court order or to comply with applicable state and/or federal laws and regulations shall not be considered to be a breach of this Agreement by the disclosing Party. FACILITY understands and agrees that University, as a state entity, is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov't Code section 6250 et seq.) to any and all parties that request such records, unless such information falls under an exemption under California law.

- b. Students and Instructors may receive or acquire from FACILITY protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). All PHI acquired as a result of Students' training at FACILITY is confidential, and University, Students, and Instructors are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the FACILITY patients, in the instruction of Students, or in the performance of administrative responsibilities at FACILITY. Students and Instructors shall protect the confidentiality of PHI as required by law at all times both during and after the learning experience at FACILITY. All PHI obtained, generated or encountered relating to the learning experience shall at all times be and remain the property of FACILITY.
- c. To the extent FACILITY generates or maintains educational records related to Student, FACILITY agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to University, and shall limit access to only those FACILITY employees or agents with a legitimate educational or business need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates FACILITY as a University official with a legitimate educational interest in the educational records of the participating student(s) to the extent that confidential access to a Student's education records is required by FACILITY to carry out the field experience.
- d. FACILITY shall provide, as applicable, appropriate training to each Student and Instructor regarding the Student's/Instructor's duty to maintain the confidentiality of PHI and FACILITY proprietary information at all times, and to comply with all applicable Laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and applicable State and federal law. FACILITY shall designate the Students and Instructors as members of the FACILITY "workforce," as that term is defined under HIPAA. No PHI may be shared with the University; accordingly, the University shall not be deemed under any circumstances to be a "Business Associate" and/or "Covered Entity" of FACILITY, as those terms are defined under HIPAA.

VII. FINGERPRINTING

Pursuant to California Education Code 45125.1, if FACILITY determines that the services provided by University students involve more than limited contact with FACILITY students, University students shall be fingerprinted (at student's sole expense) as required by the FACILITY before services commence.

- VIII. **"Student Attestation** - Also in accordance with Facility's policies and procedures, the Facility 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. Facility requires that Students certifies that is not excluded from any Federal health care program, or federally funded contract and will sign the attached as 'Exhibit a', *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.*"

IX. GENERAL PROVISIONS

a. Dispute

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of FACILITY and University shall be brought to the attention of the Chief Executive Officer (or designated representative) of the FACILITY and the Chief Business Officer (or designee) of University for joint resolution. At the request of either party, University shall provide a forum for discussion

of the disputed incidents, at which time the Vice Chancellor, Business and Finance (or designated representative) of University shall be available to assist in the resolution by providing advice to both parties regarding University contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

b. Non-Discrimination

The parties agree that all students receiving training pursuant to this Agreement shall be selected without unlawful discrimination on account of race, color, religion, national origin, ethnicity, ancestry, disability, marital status, age, gender, sexual orientation, gender identity, gender expression, genetic information, veteran or military status, medical condition, citizenship, or any other legally protected status.

c. Independent Contractors

FACILITY is, for all purposes, an independent contractor and shall not be deemed an employee of the University. FACILITY and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of University or the State of California. While FACILITY may be required by this Agreement to carry Worker's Compensation Insurance, in no event shall FACILITY and its employees be entitled to unemployment or workers' compensation benefits from University.

d. Status of Students

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees, officers, agents or volunteers of either FACILITY or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of FACILITY's "workforce" for purposes of HIPAA compliance.

e. Assignment

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

f. Entire Agreement

This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

g. Captions

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

h. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

i. Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

j. Notices

All notices or other communication provided for in this Agreement shall be given to the Parties addressed as follows:

TO UNIVERSITY:

TO FACILITY:

California State University, Dominguez Hills
1000 E. Victoria Street
Carson, CA 90747
Attn: Procurement and Contracts

k. Endorsement

Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market nay product or service without the prior written consent of the other parties. Furthermore, nothing in the Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.

l. Authority

Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

m. Amendment

This Agreement can be modified by mutual agreement at any time via written amendment signed by authorized representatives of each party.

n. Severability

In the event any portion of this Agreement is declared invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the Agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

UNIVERSITY

FACILITY

BY _____

BY _____

Name _____

Name _____

Title _____

Title _____

Dated _____

Dated _____



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 20, 2021
TO: Governing Board of Tri-City Mental Health Authority
FROM: Toni Navarro, LMFT, Executive Director
SUBJECT: Executive Director's Monthly Report

COVID-19 OPERATIONS UPDATE

On October 4, 2021, Tri-City added another day of required in-person office days for all Tri-City employees. This change in scheduling followed the September 30th vaccine mandate for California health care workers. The State mandate requires that all staff either demonstrated proof of full vaccination or applied for a religious or medical exemption and then complete weekly COVID-19 testing.

In an email sent out to all Tri-City staff in appreciation for their commitment and service, Tri-City's HR Manager Kitha Torregano reported to staff an overwhelming on-time compliance with the COVID-19 vaccine mandate. Specifically, Kitha Torregano reported a 98.95% compliance with the COVID-19 Vaccine Mandate policy approved by the Governing Board in September.

For those who received either a religious or medical exemption, Kitha Torregano arranged for East Valley Medical Center to be on-site at the MHSA Administration building twice a week to conduct the required testing. Tri-City is appreciative of its partnership with East Valley and glad to make compliance with the State's mandate as convenient as possible for staff.

HUMAN RESOURCES UPDATE

Staffing – Month Ending September 2021

- Total Staff is 174 full-time and 18 part-time plus 46 full time vacancies 4 part time vacancies for a total of 231 positions.
- There were 2 new hires in September.
- There were 6 separations in September.

Workforce Demographics in September 2021

- American Indian or Alaska Native = 0.52%
- Asian = 10.42%
- Black or African American = 6.77%
- Hispanic or Latino = 56.25%
- Native Hawaiian or Other Pacific Islander = 0.52%

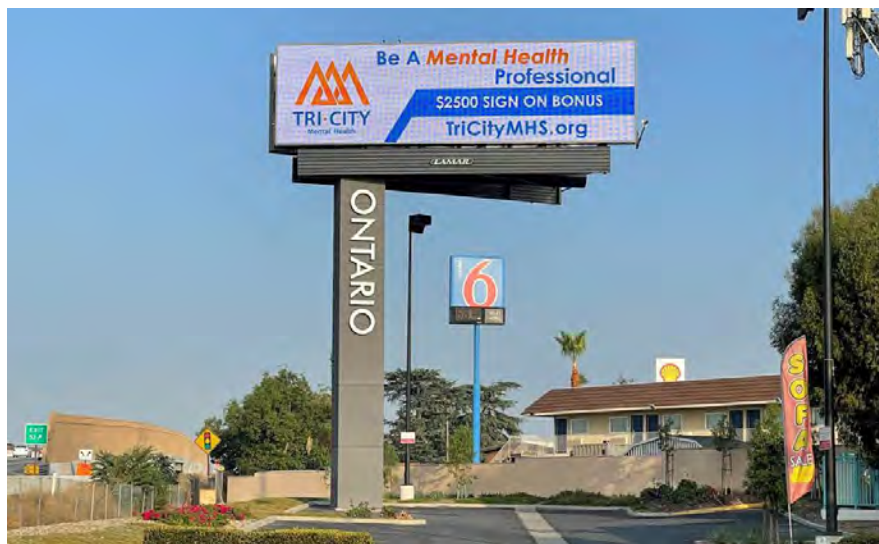
**Governing Board of Tri-City Mental Health
 Monthly Staff Report of Toni Navarro
 October 20, 2021
 Page 2**

- Other = 6.77%
- 2 or more races = 1.04%
- White or Caucasian = 14.06%

Posted Positions in September 2021

- Clinical Supervisor I Adult FSP (1 FTE)
- Clinical Supervisor I AOP (1 FTE)
- Clinical Supervisor I School Partnership (1 FTE) *1 hire pending*
- Clinical Supervisor I COP (1 FTE)
- Clinical Therapist I/II Access to Care (1 FTE)
- Clinical Therapist I/II - Adult (6 FTEs) *3 hires pending*
- Clinical Therapist I/II – Child & Family (8 FTEs) *2 hires pending*
- Compliance Administrator (1 FTE)
- Housing Wellness Advocate (.5 FTE)
- Information Technology Specialist II (1 FTE)
- Mental Health Specialist – Adult (3 FTEs) *1 hire pending*
- Psychiatric Technician I/II/III – Adult FSP (1 FTE)
- Program Support Assistant II – Program Support (1 FTE)
- Wellness Advocate I (1 FTE)

Tri-City continues to look for new ways to attract new talent. One of our latest recruiting efforts is pictured below, Tri-City’s LAMAR Advertisement electronic billboard on the I-10 in Ontario near the 4th Street exit on the north side of the freeway. Tri-City’s billboard is a part of a 4 week campaign in conjunction with other San Gabriel Valley and Inland Empire employers seeking to attract candidates during their daily commutes. Our newly Governing Board approved Sign-on Bonus was a perfect addition to our advertisement to highlight Tri-City as an employer.



HOUSING DIVISION UPDATE

Holt Family Apartments Safety and Security Issues

In September, there was comment from Mental Health Commissioner Al Villanueva, regarding concerns about safety at the Holt Family Apartments. The Governing Board asked for a follow up report on the issues in this month's Housing Division Update. Housing Manager Mary Monzon, reached out to the property management, Levine Property Management, and compiled the following update.

In May of 2019, Holt Family Apartments recognized the need for additional measures to address safety concerns that were arising at the site. Though all gates surrounding the property require a key to enter, the original height of 6 feet presented a feasible point of entry for those that wanted to jump over the fence. The property raised the gates on the alley side to a height of 8 feet and metal meshing was added to the vertical fence that separates the public playground from the property to also prevent unauthorized access via the fence. One staircase that faced the alley, had originally been built with a low opening. The area was filled in so there was no longer access there through the alley. Motion sensor lighting replaced the original lighting for the alley next to the property to provide better visibility.

Along with the physical changes to the property, additional hours for the security guards were added. Originally, security was present Monday-Friday for 8 hours per day. In response and support of tenants' expressed concerns for the safety of the general and their personal property beginning in fiscal year 2019-2020, TCMHA was able to provide financial assistance to add an extra 11 hours per day of added security on each Saturday and Sunday. The added security has been received well by the residents and this year Levine Property Management agreed to contribute to the cost of the weekend security and now covers the cost of 1 of 4 weekends each month.

Despite the changes, the Holt Family Apartments continues to experience safety concerns presented by the surrounding neighborhood. In October of 2020, there was a shooting outside of the property on St Paul Street and Holt Avenue. Property Management engaged with the Pomona Police Department after this incident to ask how they could get more support to increase safety and were told that activity in the neighborhood, not specific to the Holt Family Apartments, is very high. Pomona PD has added additional patrols to the area, along with unmarked cars that work on active cases and gathering enough evidence before making arrests. The Property Manager along with our Residential Services Coordinator have continued to empower the tenants to be part of protecting their home by calling Pomona PD any time they witness anything that presents a safety concern.

It was this heightened awareness and empowered perspective of Holt Family Apartments residents and the establishment of a collaborative relationship with Pomona PD that led

to the immediate reporting and subsequent quick arrest of non-TCMHA unit resident wielding a rifle in public in August 2021.

Organizational Restructuring

In an effort to improve the collaboration, coordination and overall efficiency of housing services for the many Tri-City clients experiencing housing challenges, the Housing Division is moving from reporting to the Executive Director, to directly reporting to the Chief Clinical Officer. Consequently, the Housing Manager will be a member of the Clinical Managers Team and will meet weekly with those colleagues and the Chief Clinical Officer. This organizational restructuring also prepares Tri-City to more effectively implement upcoming changes with the State's implementation of its CalAIM (California Advancing Innovation in Medi-Cal) initiative. Specifically, a primary goal of CalAIM is to achieve "whole person care" and ensure that vital social determinants of health (of which housing is one) are regularly attended to and that needed resources are readily available when needed.

LEADERSHIP DEVELOPMENT INVESTMENT

The many changes brought about by the pandemic, the country's racial reckoning, CalAIM; and new behavioral health priorities and funding opportunities coming from both the State and Federal levels have presented significant challenges for leadership in county behavioral health. Advanced training and continuing education are imperative in order to keep leadership feeling confident and to be their most effective in such challenging times. Moreover, competently trained leadership is a protective factor for staff retention.

Currently nine members of Tri-City's leadership team (including supervisors, managers and executive team members representing departments across the organization—IT, HR, MHSA, Finance and Clinical Services) are participating in leadership training institutes with statewide colleagues from the fields of behavioral health and public service more generally. Six staff are enrolled in the California Behavioral Health Leadership Institute that is hosted by the California Institute of Behavioral Health Services; three others are enrolled in the Leading Through Diversity, Equity, and Inclusion program. Both institutes/programs are conducted by the USC Price School of Public Policy.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 20, 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Monthly Finance Report

UNAUDITED FINANCIAL STATEMENTS FOR THE TWO MONTHS ENDED AUGUST 31, 2021 (2022 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the two months ended August 31, 2021. 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 \$8.7 million. MHSA operations accounted for approximately \$9.1 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 2021, Tri-City received MHSA funding of approximately \$15.4 million, of which \$8.4 million were for approved programs for fiscal 2021-22 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2021. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2021-22. In addition, during this current fiscal year 2021-22 approximately \$5.7 million in MHSA funding has been received of which \$2.9 million was identified and approved for use in the current fiscal year 2021-22 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$11.3 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 \$445 thousand is from Clinic outpatient operations, which is the result of operations for the two months ended August 31, 2021 which includes one-time payments made at the beginning of the year.

[continued on next page]

Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director
Monthly Staff Report of Diana Acosta
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The total cash balance at August 31, 2021 was approximately \$36.0 million, which represents an increase of approximately \$1.1 million from the June 30, 2021 balance of approximately \$34.9 million.

Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had a decrease in cash of approximately \$2.0 million. MHSA operations reflected an increase in cash of approximately \$3.1 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$5.7 million in MHSA funds offset by the use of cash for MHSA operating activities.

No Medi-Cal cash receipts had been collected for both Outpatient Clinic Operations and MHSA Operations within the two months ended August 31, 2021, however, approximately \$2.3 million have been received through October 14, 2021.

UPCOMING, CURRENT EVENTS & UPDATES

Overall Financial Update:

We are continuing 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.

The fiscal year 2020-21 independent financial statement audit interim fieldwork started mid-June 2021 with the final phase having begun in September 2021. The issuance of the audited financial statements is targeted for November of 2021.

Based on the approval last month of Resolution 611, the mortgage balance of \$766,002.55 (including remaining principal and accrued interest) was paid off. With the mortgage extinguished, Tri City's remaining long-term liability is related to our net pension obligations. Tri City has engaged with an actuarial modeling firm to help navigate available options and strategize the best approach to managing this highly complex and long-term obligation.

[continued on next page]

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 twelve months ended June 30, 2021.

	MHSA
Cash at August 31, 2021	\$ 36,016,583
Receivables net of Reserve for Cost Report Settlements	325,468
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2020-21	(13,664,350) **
Reserved for future CFTN Projects including TCG	(1,247,389)
Reserved for Future Housing Projects	- ***
Total Estimated Adjustments to Cash	<u>(16,786,271)</u>
Estimated Available at June 30, 2022	<u>\$ 19,230,312</u>
Estimated remaining funds to be received in FY 2021-22	\$ 6,883,308

* Per the recently approved SB 192, Prudent Reserves are now 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 adopted operating budget for fiscal year 2021-22, including actual and estimated amounts to year end 06/30/2022.

*** In addition to the \$1.2 Million previously designed for housing, an additional \$1.6 Million was designated for housing, as approved at the May 15, 2019 Governing Board Meeting. Following the Governing Board Approval of the West Mission Housing Project and the approval of all the respective documents, the \$2.8 Million designed to this project, was transferred to the project project during the month of April 2021.

Attachments

Attachment 10-A: June 30, 2021 Unaudited Monthly Financial Statements

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF NET POSITION**

	AT AUGUST 31, 2021			AT JUNE 30, 2021		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
Current Assets						
Cash	\$ 5,547,979	\$ 30,468,604	\$ 36,016,583	\$ 8,578,296	\$ 26,320,242	\$ 34,898,537
Accounts receivable, net of reserve for uncollectible accounts \$583,164 at August 31, 2021 and \$482,113 at June 30, 2021	4,243,200	2,862,730	7,105,930	3,656,192	2,344,087	6,000,279
Total Current Assets	<u>9,791,179</u>	<u>33,331,334</u>	<u>43,122,513</u>	<u>12,234,488</u>	<u>28,664,329</u>	<u>40,898,816</u>
Property and Equipment						
Land, building, furniture and equipment	3,834,279	9,606,132	13,440,411	3,778,377	9,595,862	13,374,238
Accumulated depreciation	(2,545,847)	(3,883,654)	(6,429,500)	(2,519,499)	(3,809,586)	(6,329,086)
Total Property and Equipment	<u>1,288,432</u>	<u>5,722,478</u>	<u>7,010,911</u>	<u>1,258,877</u>	<u>5,786,276</u>	<u>7,045,153</u>
Other Assets						
Deposits and prepaid assets	279,556	572,212	851,768	66,611	572,212	638,823
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	<u>1,567,988</u>	<u>9,094,690</u>	<u>10,662,678</u>	<u>1,325,488</u>	<u>9,158,488</u>	<u>10,483,976</u>
Total Assests	<u>\$ 11,359,167</u>	<u>\$ 42,426,024</u>	<u>\$ 53,785,191</u>	<u>\$ 13,559,976</u>	<u>\$ 37,822,816</u>	<u>\$ 51,382,792</u>
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	2,893,978	-	2,893,978	2,893,978	-	2,893,978
Total Deferred Outflows of Resources	<u>2,893,978</u>	<u>-</u>	<u>2,893,978</u>	<u>2,893,978</u>	<u>-</u>	<u>2,893,978</u>
Total Assets and Deferred Outflows of Resouces	<u>\$ 14,253,146</u>	<u>\$ 42,426,024</u>	<u>\$ 56,679,169</u>	<u>\$ 16,453,954</u>	<u>\$ 37,822,816</u>	<u>\$ 54,276,771</u>
LIABILITIES						
Current Liabilities						
Accounts payable	333,127	198	333,325	554,813	1,144	555,956
Accrued payroll liabilities	158,224	255,939	414,163	587,125	115,353	702,478
Accrued vacation and sick leave	548,042	1,031,194	1,579,236	633,584	1,078,193	1,711,777
Reserve for Medi-Cal settlements	3,062,368	2,537,262	5,599,630	3,062,368	2,537,262	5,599,630
Current portion of mortgage debt	766,424	-	766,424	771,676	-	771,676
Total Current Liabilities	<u>4,868,185</u>	<u>3,824,593</u>	<u>8,692,778</u>	<u>5,609,565</u>	<u>3,731,951</u>	<u>9,341,517</u>
Intercompany Acct-MHSA & TCMH	<u>(1,328,266)</u>	<u>1,328,266</u>	<u>-</u>	<u>(314,268)</u>	<u>314,268</u>	<u>-</u>
Long-Term Liabilities						
Mortgages and home loan	-	58,872	58,872	-	58,872	58,872
Net pension liability	6,325,906	-	6,325,906	6,325,906	-	6,325,906
Unearned MHSA revenue	-	3,203,700	3,203,700	-	435,392	435,392
Total Long-Term Liabilities	<u>6,325,906</u>	<u>3,262,572</u>	<u>9,588,479</u>	<u>6,325,906</u>	<u>494,264</u>	<u>6,820,170</u>
Liabilities Subject to Compromise						
Class 2 General Unsecured Claims	-	-	-	-	-	-
Class 3 Unsecured Claim of CAL DMH	-	-	-	-	-	-
Class 4 Unsecured Claim of LAC DMH	-	-	-	-	-	-
Total Liabilities Subject to Compromise	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Liabilities	<u>9,865,825</u>	<u>8,415,431</u>	<u>18,281,256</u>	<u>11,621,203</u>	<u>4,540,483</u>	<u>16,161,686</u>
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	8,413,847	8,413,847
Deferred inflows related to the net pension liability	45,120	-	45,120	45,120	-	45,120
Total Deferred Inflow of Resources	<u>45,120</u>	<u>-</u>	<u>45,120</u>	<u>45,120</u>	<u>8,413,847</u>	<u>8,458,967</u>
NET POSITION						
Invested in capital assets net of related debt	522,008	5,722,478	6,244,487	487,201	5,786,276	6,273,477
Restricted for MHSA programs	-	28,288,115	28,288,115	-	19,082,210	19,082,210
Unrestricted	3,820,191	-	3,820,191	4,300,430	-	4,300,430
Total Net Position	<u>4,342,199</u>	<u>34,010,593</u>	<u>38,352,792</u>	<u>4,787,631</u>	<u>24,868,486</u>	<u>29,656,117</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 14,253,146</u>	<u>\$ 42,426,024</u>	<u>\$ 56,679,169</u>	<u>\$ 16,453,954</u>	<u>\$ 37,822,816</u>	<u>\$ 54,276,771</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
TWO MONTHS ENDED AUGUST 31, 2021 AND 2020

	PERIOD ENDED 8/31/21			PERIOD ENDED 8/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
OPERATING REVENUES						
Medi-Cal FFP	\$ 485,248	\$ 429,013	\$ 914,262	\$ 588,017	\$ 534,488	\$ 1,122,505
Medi-Cal SGF-EPSDT	102,466	99,695	202,161	118,380	96,864	215,244
Medicare	2,395	1,150	3,545	41	205	246
Contracts	-	4,844	4,844	72,103	4,844	76,947
Patient fees and insurance	342	-	342	90	-	90
Rent income - TCMH & MHSA Housing	3,087	13,715	16,802	3,629	17,570	21,199
Other income	121	59	180	255	136	391
Net Operating Revenues	593,659	548,476	1,142,135	782,515	654,108	1,436,622
OPERATING EXPENSES						
Salaries, wages and benefits	1,420,017	2,217,345	3,637,363	1,362,073	2,160,386	3,522,459
Facility and equipment operating cost	128,276	199,395	327,671	92,324	202,176	294,500
Client lodging, transportation, and supply expense	44,383	70,061	114,444	41,568	230,228	271,796
Depreciation	26,347	74,067	100,414	22,923	68,971	91,894
Other operating expenses	105,240	192,222	297,462	87,576	207,537	295,113
Total Operating Expenses	1,724,264	2,753,090	4,477,354	1,606,464	2,869,298	4,475,763
OPERATING (LOSS) (Note 1)	(1,130,605)	(2,204,614)	(3,335,219)	(823,950)	(2,215,190)	(3,039,140)
Non-Operating Revenues (Expenses)						
Realignment	609,225	-	609,225	682,511	-	682,511
MHSA funds	-	11,337,925	11,337,925	-	12,054,552	12,054,552
Grants and Contracts	80,504	-	80,504	(8,000)	-	(8,000)
Interest Income	1,969	8,796	10,766	6,680	32,330	39,010
Interest expense	(6,525)	-	(6,525)	(6,787)	-	(6,787)
Total Non-Operating Revenues (Expense)	685,173	11,346,721	12,031,894	674,404	12,086,882	12,761,286
INCOME (LOSS)	(445,432)	9,142,107	8,696,675	(149,546)	9,871,692	9,722,146
INCREASE (DECREASE) IN NET POSITION	(445,432)	9,142,107	8,696,675	(149,546)	9,871,692	9,722,146
NET POSITION, BEGINNING OF YEAR	4,787,631	24,868,486	29,656,117	3,879,375	22,645,870	26,525,245
NET POSITION, END OF MONTH	\$ 4,342,199	\$ 34,010,593	\$ 38,352,792	\$ 3,729,829	\$ 32,517,562	\$ 36,247,391

(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
TWO MONTHS ENDED AUGUST 31, 2021 AND 2020**

	PERIOD ENDED 8/31/21			PERIOD ENDED 8/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	\$ 10,779	\$ 20,220	\$ 30,998	\$ 617,710	\$ 464,130	\$ 1,081,840
Cash payments to suppliers and contractors	(712,530)	(462,623)	(1,175,152)	(453,117)	(726,244)	(1,179,362)
Payments to employees	(1,934,459)	(2,123,758)	(4,058,218)	(1,786,713)	(1,963,333)	(3,750,046)
	<u>(2,636,210)</u>	<u>(2,566,161)</u>	<u>(5,202,372)</u>	<u>(1,622,121)</u>	<u>(2,225,447)</u>	<u>(3,847,568)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	5,692,276	5,692,276	-	5,618,633	5,618,633
CalHFA-State Administered Projects	-	110	110	-	-	-
Realignment	609,225	-	609,225	682,511	-	682,511
Grants and Contracts	74,393	-	74,393	(8,000)	-	(8,000)
	<u>683,618</u>	<u>5,692,387</u>	<u>6,376,005</u>	<u>674,511</u>	<u>5,618,633</u>	<u>6,293,144</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(55,903)	(10,270)	(66,173)	(69,079)	-	(69,079)
Principal paid on capital debt	(5,251)	-	(5,251)	(4,990)	-	(4,990)
Interest paid on capital debt	(6,525)	-	(6,525)	(6,787)	-	(6,787)
Intercompany-MHSA & TCMH	(1,013,997)	1,013,997	-	(499,007)	499,007	-
	<u>(1,081,677)</u>	<u>1,003,727</u>	<u>(77,949)</u>	<u>(579,864)</u>	<u>499,007</u>	<u>(80,856)</u>
Cash Flows from Investing Activities						
Interest received	3,952	18,409	22,362	16,187	81,556	97,743
	<u>3,952</u>	<u>18,409</u>	<u>22,362</u>	<u>16,187</u>	<u>81,556</u>	<u>97,743</u>
Cash Flows from Reorganization Items						
Cash payments to Bankruptcy Class 3 and 4 Unsecured	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(3,030,317)	4,148,362	1,118,046	(1,511,287)	3,973,750	2,462,463
Cash Equivalents at Beginning of Year	8,578,296	26,320,242	34,898,537	7,395,355	23,736,461	31,131,816
Cash Equivalents at End of Month	<u>\$ 5,547,979</u>	<u>\$ 30,468,604</u>	<u>\$ 36,016,583</u>	<u>\$ 5,884,069</u>	<u>\$ 27,710,210</u>	<u>\$ 33,594,279</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
TWO MONTHS ENDING AUGUST 31, 2021
(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
OPERATING REVENUES									
Medi-Cal FFP	\$ 529,169	\$ 776,085	\$ (246,915)	\$ 467,844	\$ 650,679	\$ (182,835)	\$ 997,014	\$ 1,426,764	\$ (429,750)
Medi-Cal SGF-EPSDT	111,740	255,277	(143,537)	108,718	186,439	(77,720)	220,459	441,716	(221,257)
Medicare	2,395	333	2,062	1,150	333	816	3,545	667	2,878
Patient fees and insurance	342	350	(8)	-	-	-	342	350	(8)
Contracts	-	3,333	(3,333)	4,844	-	4,844	4,844	3,333	1,511
Rent income - TCMH & MHSA Housing	3,087	892	2,195	13,715	17,583	(3,869)	16,802	18,475	(1,673)
Other income	121	-	121	59	-	59	180	-	180
Provision for contractual disallowances	(53,196)	(51,568)	(1,628)	(47,855)	(33,034)	(14,821)	(101,050)	(84,602)	(16,448)
Net Operating Revenues	593,659	984,702	(391,042)	548,476	822,001	(273,525)	1,142,135	1,806,702	(664,567)
OPERATING EXPENSES									
Salaries, wages and benefits	1,420,017	1,534,522	(114,505)	2,217,345	2,251,978	(34,633)	3,637,363	3,786,500	(149,138)
Facility and equipment operating cost	129,352	151,480	(22,129)	200,813	216,795	(15,981)	330,165	368,275	(38,110)
Client program costs	42,746	42,164	582	61,887	195,586	(133,700)	104,632	237,750	(133,118)
Grants	-	-	-	22,575	14,167	8,408	22,575	14,167	8,408
MHSA training/learning costs	-	-	-	3,000	19,028	(16,028)	3,000	19,028	(16,028)
Depreciation	26,347	25,044	1,303	74,067	71,817	2,251	100,414	96,860	3,554
Other operating expenses	105,802	95,226	10,576	173,402	185,577	(12,175)	279,204	280,803	(1,598)
Total Operating Expenses	1,724,264	1,848,436	(124,172)	2,753,090	2,954,947	(201,857)	4,477,354	4,803,383	(326,029)
OPERATING (LOSS)	(1,130,605)	(863,734)	(266,871)	(2,204,614)	(2,132,946)	(71,668)	(3,335,219)	(2,996,680)	(338,539)
Non-Operating Revenues (Expenses)									
Realignment	609,225	659,224	(49,999)	-	-	-	609,225	659,224	(49,999)
MHSA Funding	-	-	-	11,337,925	12,222,954	(885,029)	11,337,925	12,222,954	(885,029)
Grants and contracts	80,504	57,551	22,953	-	-	-	80,504	57,551	22,953
Interest (expense) income, net	(4,556)	5,224	(9,780)	8,796	11,737	(2,940)	4,240	16,960	(12,720)
Total Non-Operating Revenues (Expense)	685,173	721,999	(36,826)	11,346,721	12,234,691	(887,969)	12,031,894	12,956,689	(924,795)
INCREASE(DECREASE) IN NET POSITION	\$ (445,432)	\$ (141,735)	\$ (303,697)	\$ 9,142,107	\$ 10,101,745	\$ (959,637)	\$ 8,696,675	\$ 9,960,009	\$ (1,263,334)

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
TWO MONTHS ENDING AUGUST 31, 2021**

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 \$665 thousand for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2021-22** were \$430 thousand lower than the budget. Medi-Cal FFP revenues were \$247 thousand lower for TCMH and \$183 thousand lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$117 thousand and the children program revenues were lower by \$130 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$88 thousand and the Children and TAY FSP programs were lower by \$95 thousand.
- 2 Medi-Cal SGF-EPSTD revenues for fiscal year 2021-22** were lower than budget by \$221 thousand of which \$143 thousand lower were from TCMH and \$78 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.*
- 3 Medicare revenues** are \$3 thousand higher than the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Contract revenues** are higher than the budget by \$2 thousand mainly from MHSA. The contract amount at MHSA represents the Clifford Beers Housing's share of cost for funding a Residential Services Coordinator position to provide on-site services to all residents at the Holt Avenue Family Apartments.
- 5 Rent Income** was lower than the budget by \$2 thousand. The rental income represents the payments collected from the tenants staying at the Tri-City apartments on Pasadena and at the MHSA house on Park Avenue.
- 6 Provision for contractual disallowances** for fiscal year 2021-22 is \$16 thousand higher than budget.

Operating Expenses

Operating expenses were lower than budget by \$326 thousand for the following reasons:

- 1 Salaries and benefits** are \$149 thousand lower than budget and of that amount, salaries and benefits are \$114 thousand lower for TCMH operations and are approximately \$35 thousand lower for MHSA operations. These variances are due to the following:

TCMH salaries were lower than budget by \$117 thousand due to vacant positions and benefits are higher than budget by \$3 thousand.

MHSA salaries are lower than budget by \$147 thousand. The direct program salary costs are lower by \$135 thousand and the administrative salary costs are lower than budget by \$12 thousand. Benefits are higher than budget by \$112 thousand due to the annual payment of the CalPERS unfunded accrued liability in July. The higher benefits cost was offset by lower health insurance, workers compensation insurance and state unemployment insurance.
- 2 Facility and equipment operating costs** were lower than budget by \$38 thousand. Facility and equipment operating costs were \$22 thousand lower for TCMH and \$16 thousand lower for MHSA.
- 3 Client program costs** are lower than the budget by \$133 thousand mainly from MHSA's lower in Flex Funds costs.
- 4 Grants for fiscal year 2021-22** awarded under the Community Wellbeing project are \$8 thousand higher than the budget due to timing.
- 5 MHSA learning and training costs** are lower than the budget by \$16 thousand.
- 6 Depreciation** is higher than budget by \$3 thousand.
- 7 Other operating expenses** were lower than the budget by \$2 thousand of which \$10 thousand higher were from TCMH and \$12 thousand lower were from MHSA. At TCMH, personnel recruiting fees, dues and subscriptions, conference and mileage expenses are all higher than the budget. For MHSA, the lower costs are mainly from the professional fees.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TWO MONTHS ENDING AUGUST 31, 2021**

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)

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are higher than budget by approximately \$925 thousand as follows:

- 1 **TCMH non-operating revenues** are \$37 thousand lower than the budget. Of that, realignment fund is lower than the budget by \$50 thousand. Interest income netted with interest expense is lower than the budget by \$10 thousand. Grants and contracts are higher than the budget by \$23 thousand including the City of Pomona Measure H program, Los Angeles County Covid-19 Community Equity Fund and Adverse Childhood Experiences grant.

- 2 **MHSA non-operating revenue** is \$885 thousand lower than the budget.
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:

	Actual	Budget	Variance
CSS funds received and available to be spent	\$ 9,210,946	\$ 9,210,946	\$ -
PEI funds received and available to be spent	1,822,713	2,355,742	(533,029)
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	-	-	-
INN funds received and available to be spent	304,266	656,266	(352,000)
Non-operating revenues recorded	<u>\$ 11,337,925</u>	<u>\$ 12,222,954</u>	<u>\$ (885,029)</u>

CSS recorded revenue is in line with the budget.

PEI recorded revenue is lower than budget by \$533 thousand. The difference is due to the amount received and available for the PEI plan through August 2021. The additional funds received during the fiscal year 2021-22 will be recorded as revenue up to the budgeted amount.

INN recorded revenue is lower than the budget by \$352 thousand. This amount was included in the FY2021-22 budget in anticipation that a new Tri-City proposed INN program would be approved for operations by the MHSA Oversight and Accountability Commission. Unfortunately, it was not approved and therefore, the amount will not be recognized into revenue.

Interest income for MHSA is lower than budget by \$3 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
TWO MONTHS ENDED AUGUST 31, 2021 AND 2020

	PERIOD ENDED 8/31/21			PERIOD ENDED 8/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 485,248	\$ 429,013	\$ 914,262	\$ 588,017	\$ 534,488	\$ 1,122,505
Medi-Cal SGF-EPSDT	102,466	99,695	202,161	118,380	96,864	215,244
Medicare	2,395	1,150	3,545	41	205	246
Realignment	609,225	-	609,225	682,511	-	682,511
MHSA funds	-	11,337,925	11,337,925	-	12,054,552	12,054,552
Grants and contracts	80,504	4,844	85,348	64,103	4,844	68,947
Patient fees and insurance	342	-	342	90	-	90
Rent income - TCMH & MHSA Housing	3,087	13,715	16,802	3,629	17,570	21,199
Other income	121	59	180	255	136	391
Interest Income	1,969	8,796	10,766	6,680	32,330	39,010
Total Revenues	1,285,357	11,895,197	13,180,554	1,463,705	12,740,990	14,204,695
EXPENSES						
Salaries, wages and benefits	1,420,017	2,217,345	3,637,363	1,362,073	2,160,386	3,522,459
Facility and equipment operating cost	128,276	199,395	327,671	92,324	202,176	294,500
Client lodging, transportation, and supply expense	44,383	70,061	114,444	41,568	230,228	271,796
Depreciation	26,347	74,067	100,414	22,923	68,971	91,894
Interest expense	6,525	-	6,525	6,787	-	6,787
Other operating expenses	105,240	192,222	297,462	87,576	207,537	295,113
Total Expenses	1,730,789	2,753,090	4,483,879	1,613,251	2,869,298	4,482,549
INCREASE (DECREASE) IN NET POSITION	(445,432)	9,142,107	8,696,675	(149,546)	9,871,692	9,722,146
NET POSITION, BEGINNING OF YEAR	4,787,631	24,868,486	29,656,117	3,879,375	22,645,870	26,525,245
NET POSITION, END OF MONTH	\$ 4,342,199	\$ 34,010,593	\$ 38,352,792	\$ 3,729,829	\$ 32,517,562	\$ 36,247,391

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: October 20, 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer

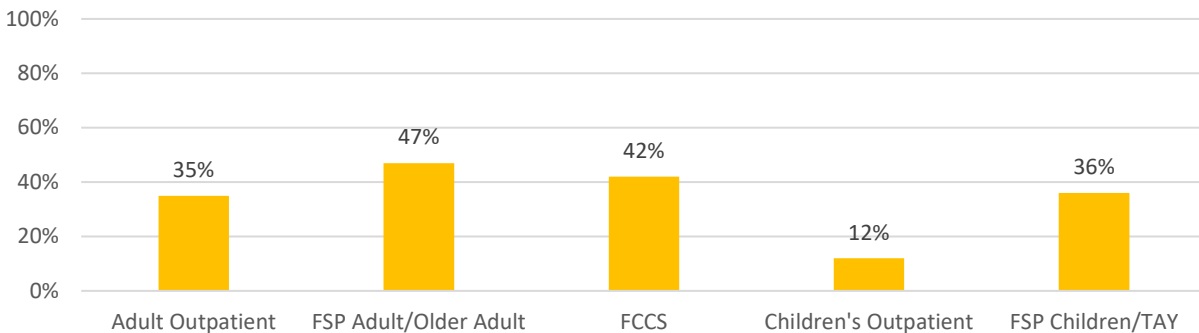
SUBJECT: Monthly Clinical Services Report

CLIENT CENSUS DATA

Each month, information and data and will be shared about the services provided and the clients that have been supported. This month’s data set comes from our electronic health record and highlights the breakdown of client’s receiving medications services at Tri-City Mental Health Authority.

Percentage of Clients Receiving Medication Support

(Receiving one or more medication service in the fiscal year)



ACCESS TO CARE

There was a total of **190** service requests made for adults in the month of **September**. In terms of request type, **35** were walk-in service requests, **125** were called-in, there were **28** SRTS referrals/SRTS hospital discharge referrals, there was **1** in- writing referral and **0** FSP/FCCS referrals and 1 with no reported request type. There was a total of **33** service requests that were hospital discharges. There were **17** referrals received from IOET for adults.

The majority of service requests were called in over the phone at **65.78% (125)** which is now the preferred method of processing service requests due to COVID-19. However, Access to Care in the month of September noticed an increase in walk-in service requests (35).

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There was a total of **110** intakes initiated by staff during the month of **September** for **both adults and children** by the following departments: ATC, AOP, COP, FSP, SPT, and IOET.

Individuals assessed were assigned to the following clinical programs: 80 AOP, 17 COP, 8 FSP Adult, 2 FSP Children, 3 FSP TAY. (Total: 110)

Access to Care clinicians initiated a total of **52** intakes which is **47.27%** of the total number of intakes initiated for the month of **September** for the entire agency.

Below is a breakdown of dispositions based on the 190 service requests received for September/2021:

- 1.05% (2) Pending disposition.
- 1.05% (2) Already receiving MH services.
- 76.84% (146) Initial Appointment Given.
- 4.73 % (9) Individual/collateral declined services.
- .52% (1) Referred back to other type of agency.
- 3.68% (7) referred back to private insurance.
- 7.36% (14) referred to another MH agency.
- 4.73% (9) Unable to contact individual/collateral.

There was a total of **60** service requests received at the Royalty location for children and TAY in the month of **September**. Of the **60** service requests, **6** were walk-ins, **27** were called-in, **19** were in-writing referrals, **2** were FSP referrals and **6** were SRTS referrals. There was 1 hospital discharge and **2** referrals from IOET.

CO-OCCURRING SUPPORT TEAM

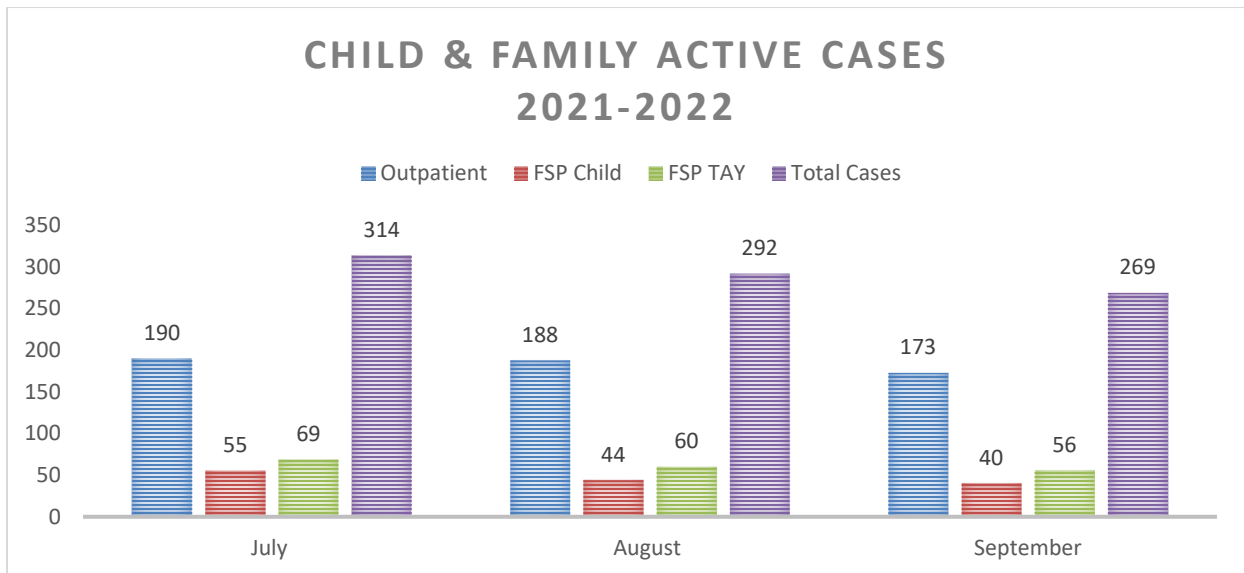
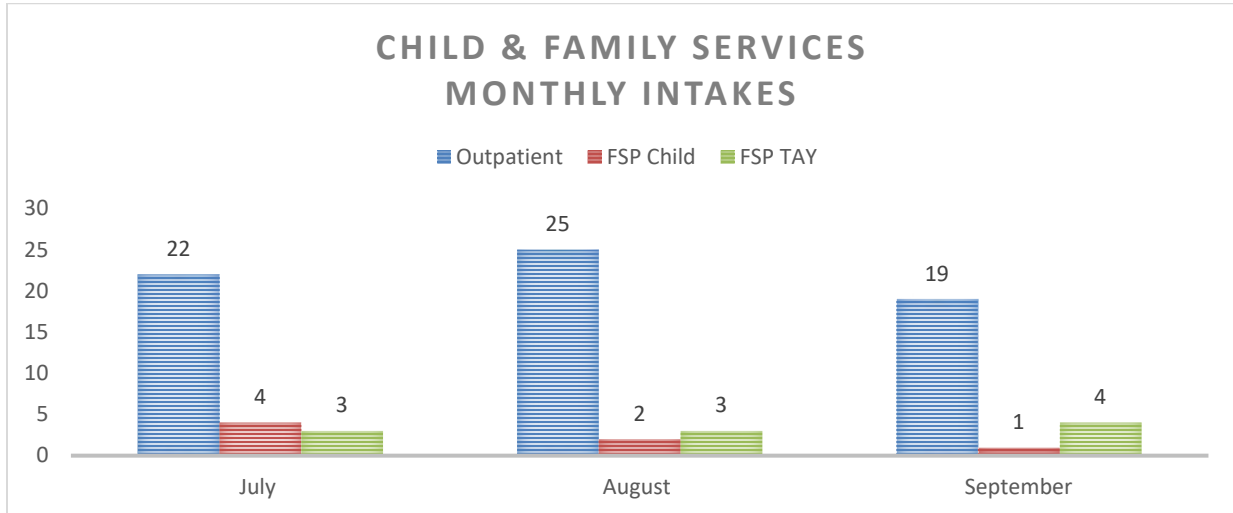
The Co-Occurring Support Team is providing clients with safety information regarding the influx of Fentanyl in street drugs. Information is provided in groups and during outreach on the dangers of Fentanyl.

CLINICAL WELLNESS ADVOCATES TEAM

Census on the Clinical Wellness Advocate team's census remains consistent at 98. The Clinical Wellness Advocate team receive 13 referrals in the month of September. Team members have worked with several clients to secure employment during the month of September.

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CHILD AND FAMILY SERVICES



This month there was 13 school referrals from PUSD, 1 from the School of Arts, and two from Claremont Unified. All 3 districts participated in the monthly, planning and coordinating services for referrals, addressing barriers to services, and exploring any needs.

This month the SPT team hosted a Tri-City Resource Fair inviting all districts to attend to learn about the Tri-City Mental Health system of care. Bonita Unified and School of Arts were in attendance. This resource fair was in hosted in collaboration with MHSA programs and the SPT clinicians sharing various Tri-City Programs

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ADULT SERVICES

Adult Services processed five new Full-Service Partnership referrals in the month of September. Currently, there are 38 clients receiving housing support through Hope for Home. Full-Service Partnership team members are beginning preparations for a holiday event for clients. The event will provide clients with access to resources such as food for holiday meals, cold weather clothing and links to agencies providing assistance with gifts for children and adults alike.

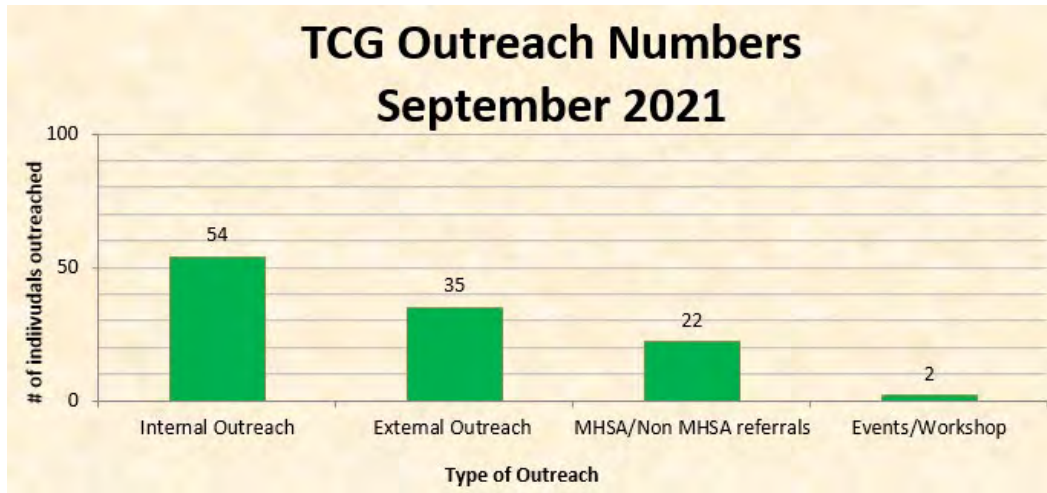
THERAPEUTIC COMMUNITY GARDEN (TCG)

TCG has partnered with Mt. San Antonio Gardens in the past and our services were requested again for a fall 2021 workshop. The organization is a Life Care community providing housing and various levels of supportive assistance to older adults in the cities of Pomona and Claremont. On September 23, 2021, TCG presented a virtual workshop to 20 residents. A reminiscence therapy technique was utilized, allowing the older adults to recall positive and nature-based memories. Herb kits (rosemary, lavender, lemon balm and mint) were provided to residents to enhance a mindfulness activity and sensory bags were included so participants could mix herbs together to create a calming scent sachet to leave in their purse, drawer or cabinet. Discussions around memories, positive qualities associated with again and new hobbies/interests were discussed. TCG will continue this collaboration in the future and serve the older adults in our community.



Above: Various herbs being arranged into kits for the participants (left), an herb arrangement with mint and lemon balm in fresh water as well as rosemary utilized as a dried herb (right).

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Above: The graph pictured shows the efforts of TCG in regard to outreach and referrals with an overall goal of increasing enrollment and retention.

SUCCESS STORY

This month's success story highlights the power of peer support and sharing of lived experience. A CWA team member supported an adult program female client as she sought and ultimately gained employment. The CWA team member was able to share their own experience with re-entering the work force after recovery from mental illness and substance abuse. The CWA team member provided valuable coaching to the client, including how to explain gaps in employment history to potential employers and how to interview with confidence.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 20, 2021

**TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director**

FROM: Seeyam Teimoori, M.D., Medical Director

SUBJECT: Monthly Medical Director Report

**INTENSIVE OUTREACH AND ENGAGEMENT (IOET), PACT AND SUPPLEMENTAL
CRISIS TEAMS SERVICES PROVIDED SEPTEMBER 2021**

IOET Program

- Total number of persons outreached= 247
- Number of all new outreach= 78
- Percentage of persons outreached identified as unhoused= 68
- Number of clients opened= 18
- Percentage of clients enrolled this month in formal services that are homeless= 39%

Service area:

- Pomona= 222
- Laverne= 8
- Claremont= 7
- Total= 247

Health Issues:

- Number of initial health assessments completed=37
- Number of clients linked to PCP appointments with IOET LPT= 20

Supplemental Crisis Calls

- Number of calls received= 12
- Service Area Distribution:
 - Pomona= 6
 - Laverne= 0
 - Claremont=2
 - Outside service area= 4

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P.A.C.T. (PSYCHIATRIC ASSESSMENT CARE TEAM)

- Number of new individuals added for the month= 32
- Number of holds written for the month= 7 holds
- Number enrolled in formal services for the month= 0
- Number pending intake appointment for the month= 1
- Number referred to IOET this month= 1

P.A.C.T. Facts

Data is collected in person, via email, and phone and entered to Welligent's PACT call center.

Since inception to the end of September 2021:

- 34 holds have been written (26 for non-clients, 8 for clients)
- PACT has added 199 individuals to the PACT call center (of which 15 of these individuals have been "repeaters" meaning they have been opened and closed, and then re-opened due to a new service being provided)
- Primary language is English- 99%, Spanish 1%
- Housing status= 52% unsheltered, 48% housed

Of calls for service, under 1% resulted in an arrest due to a commission of a crime

- PACT has enrolled 5 individuals into formal services at TCMH= 4 in FSP-TAY, and 1 in FSP-adult

Of the closed individuals in the call center the final dispositions were:

- 41% unable to locate/whereabouts unknown
- 31% declined further PACT services
- Less than 1% moved out of catchment
- 3% agreed to linkage to the IOET
- Less than 2% were linked back to their private therapist/psychiatrist

Upon responding to PACT calls/interactions in the community, the initial/chief areas of concern were often multiple layers:

- 85% involved a mental health crisis or escalation/increase in symptoms and behaviors from baseline
- 51% involved chemical/alcohol abuse through dependence
- 39% involved a medical crisis/multiple co-morbidities, usually much more prevalent in the unsheltered population
- Of the unsheltered population, after post triage of initial needs, individuals reported roughly 78% of the time their main need was housing



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 20, 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Rimmi Hundal, Director of MHSA And Ethnic Services

SUBJECT: Monthly MHSA and Ethnic Services Report

ETHNIC SERVICES

Tri-City's advisory councils continue to meet and here are some highlights from last month.

- The African American Family Wellness Advisory Council (AAFWAC) continued reading and discussing the book, "Breaking the Chains of Psychological Slavery".
- HAAPI advisory council hosted a webinar on October 12th titled, "Is your Role your Identity?" Dr. Mao, Psychiatrist at Tri-City led the discussion for the group.
- Adelante is hosting a webinar in partnership with Dr. James Garcia from the University of La Verne and one of his graduate students on November 1st at 6pm. Dr. Garcia will discuss the term "Latinx" and give us a history behind the term, the need for the term and how this term represents inclusivity and captures the rich mosaic of various communities.
- The Chair of the TAY Advisory council is reaching out to various organizations and groups that work with TAY (Transitional Age Youth – 16-25) educating them on our new TAY Advisory Council.
- The RAINBOW Advisory Council attended the Pomona Pride Center's GAY-LA event on October 8th.

COMMUNITY PLANNING PROCESS

During the month of September, Tri-City hosted two introductory stakeholder meetings. The first was aimed at transition age youth (TAY - age 16-25) and community partners who support this population. During this meeting, an overview of Tri-City services specifically designed for youth was presented. In addition, participants were encouraged to join in upcoming activities also dedicated to TAY and share their thoughts and ideas regarding how Tri-City can work closer with TAY and allow them to have a stronger voice in the development of programming focused on this critical populations.

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A second stakeholder meeting was held which provided attendees with an orientation to the Mental Health Services Act (MHSA) and the current programs and services funded under MHSA. In addition, stakeholders were informed that the previous Innovation (INN) project, Restorative Practices for Improving Mental Health, was not approved by the Mental Health Oversight and Accountability Commission and will not be moving forward which has put \$272,000 in Innovation funds as risk for reversion.

Stakeholders were then provided with a status update on the current INN project, Help@Hand, which has been in process for the past three years. Participants were asked to provide feedback and select one of three options for this project. 1) Continue the plan for the next two years and implement a pilot project; 2) Continue the plan for the next two years without a pilot project; or 3) Resign from the project and risk the reversion of \$891,000 in Innovation funds. After an extensive discussion, stakeholders voted to continue the Help@Hand project until it's completion. However, due to staffing workload the pilot project will not be implemented at this time.

WORKFORCE EDUCATION AND TRAINING (WET)

On September 22nd and 29th all Tri-City staff were offered the opportunity to participate in a training "Fundamentals of Clinical Supervision" hosted by Chief Clinical Officer, Elizabeth Renteria, and Clinical Supervisor, Susana Maldonado. The training focused on clinical supervision, and offered important insights for current and aspiring supervisors from all departments, and was attended by 30 participants.

Additionally, staff completed 396 trainings over 250.6 hours during the course of September using the online platform, Relias.

During the last two months, Tri-City's social media reach was as below:

- On Facebook, Tri-City reached 992 people
- On LinkedIn, Tri-City reached 121 views
- On Instagram, Tri-City reached 662 people and
- On Twitter, Tri-City made 1,692 impressions.

PREVENTION AND EARLY INTERVENTION – PEI

Stigma Reduction

For the month of September, there was a two-week social media campaign via Instagram promoting Know the Signs resources. Know the signs is a statewide suicide prevention social marketing campaign built on three key messages: know the signs, find the words, reach out.

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This campaign is intended to educate Californians on how to recognize the warning signs of suicide, how to find the words to have a direct conversation with someone in crisis and where to find professional help and resources. Suicide Prevention Week [SPW] was held during the week of September 6th – 10th. SPW is an annual event that takes place during the week of World Suicide Prevention Day, which is September 10th. This year, SPW's theme was Supportive Transitions: Reconnect, Reenter, and Rebuild. During the week there were social media activity challenges, mental health pop quizzes, and suicide prevention educational posts promoted every day on Instagram. A Suicide Prevention 101 webinar was held on September 9th to engage community members.

WELLNESS CENTER

Since the Wellness Center (WC) started hosting tours on October 1st, it has been hosting 5 to 10 tours per week and is offering PPE to participants during the tours. While the Wellness Center continues to host 42 virtual support groups and events, the computer lab continues to assist an average of 5 participants per day.

INNOVATION

The community engagement process for the new Innovation project is underway. Two orientation workgroups have been scheduled. The first workgroup will take place in person at Tri-City's Wellness Center on Wednesday, October 20th from 10:00 am to 11:00 am. The second workgroup will be virtually held on Thursday, October 21st from 6:00 pm to 7:00 pm.

Participants will be encouraged to submit their Innovation project ideas through Tri-City's Innovation webpage. The Innovation Project Idea Survey will be available throughout the project development process and the goal is to generate several new ideas from the community that may be considered for further project development.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 20, 2021

TO: Governing Board of Tri-City Mental Health Center
Toni Navarro, LMFT, Executive Director

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

QUALITY IMPROVEMENT

The Best Practices Department has been collaborating with the Clinical Department to develop the procedures and implementation plan that will support more fully transitioning to a centralized scheduling model for clinic appointments.

Currently, the clinical department uses a hybrid approach, employing both centralized and decentralized scheduling methods. The scheduling method used is based on the structure of the program, and the most common practice used is the decentralized approach.

Primarily using the decentralized scheduling model has been effective over the past several years. However, as client care needs, staffing needs, and workload demands change, switching to a predominantly centralized model, is anticipated to better complement our current clinic operations.

The transition of toward broadening our use of centralized scheduling is planned to be implemented by the end of the 2021 calendar year

POLICY DEVELOPMENT

The following new proposed policies continue to be in development and are planned to be presented to the board by end of the 2021 calendar year:

1. Policy Subject: *Requests, Approvals, and Disbursements for Client and Participant Services and Supports Funds*
2. Policy Subject: *Policy Development, Review, Approval, and Distribution*



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: October 20, 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Ken Riomales, Chief Information Officer

SUBJECT: Monthly Information Technology Report

The following are updates to the high priority projects (but not exclusive) under the purview of I.T.:

- Cerner Implementation – Currently underway. The project has an anticipated go-live of June 2022.
- UniteUs Implementation – Project is currently underway. Formal end-user training will occur in the next couple weeks. Go-live is set for 10/26.
- RingCentral Unified Communication Rollout. RingCentral training is complete. Project will move to complete.
- I.T. Security Assessment – Project has officially begun. Estimated duration is 6-8 weeks.
- Network RFP. The proposals from the RFP have been received and are currently going through legal review and vetting. Assuming no issues, a formal governance approval request will be submitted at the next Governing Board meeting.