BOARD OF SUPERVISORS

Buck Condit, *District 1*
Vito Chiesa, *District 2*
Terry Withrow, *District 3*
Mani Grewal, *District 4*
Channce Condit, *District 5*

1010 10th Street
Modesto, CA 95354
Phone: 209-525-4494 Fax 209-525-4420

AGENDA

July 1, 2025

9:00 AM

Chambers - Basement Level
1010 10th Street
Modesto, CA 95354
www.stancounty.com/board/index.shtm

The Board of Supervisors welcomes you to its meetings which are regularly held each Tuesday, and your interest is encouraged and appreciated.

PUBLIC COMMENT PERIOD: Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period shall be permitted to be heard once for up to 5 minutes unless the Chairperson of the Board sets a different time limit. Please complete a Public Comment Form and give it to the Clerk of the Board. If you would like to provide a written comment, please email your comment to the Clerk of the Board at cobsupport@stancounty.com by 4:00 p.m. on Monday, the day before the meeting, and include the Agenda Item Number or Public Comment Period in the subject line of the email. Your written comment will be distributed to the Board of Supervisors and kept on file as part of the official record of the Board meeting.

The agenda is divided into two sections:

CONSENT ITEMS: These matters include routine financial and administrative actions. All consent items will be voted on as a single action at the beginning of the meeting under the section titled "Consent Items" without discussion. If you wish to discuss a consent item, please notify the Clerk of the Board prior to the beginning of the meeting or you may speak about the item during Public Comment Period.

DISCUSSION ITEMS: These items will be individually discussed.

CLOSED SESSION: Is the portion of the meeting conducted in private without the attendance of the public or press to discuss certain confidential matters specifically permitted by the Brown Act. The public will be provided an opportunity to comment on any matter to be considered in closed session prior to the Board adjourning into closed session.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Please raise your hand or step to the podium at the time the item is announced by the Board Chairperson. In order that interested parties have an opportunity to speak, any person addressing the Board will be limited to a maximum of 5 minutes unless the Chairperson of the Board sets a different time limit.

BOARD AGENDAS AND MINUTES: Board agendas, Minutes, and copies of items to be considered by the Board of Supervisors are typically posted on the Internet on Friday afternoons preceding a Tuesday meeting at the following website: https://www.stancounty.com/bos.

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Clerk's office at 1010 10th Street, Suite 6700, Modesto, CA during normal business hours. Such documents are also available online, subject to staff's ability to post the documents before the meeting, at the following website https://www.stancounty.com/bos.

AUDIO/VIDEO BROADCAST: All Board meetings are normally broadcast live and replayed on local cable television. A list of cable channels and broadcast times are available at the following website: www.stancounty.com/board/broadcasting-schedule.shtm. In addition, a live audio/video broadcast of this meeting can be heard/seen online at: www.stancounty.com/bos/board-video.shtm or at http://stancounty.com/bos/youtube.

NOTICE REGARDING NON-ENGLISH SPEAKERS: Board of Supervisors meetings are conducted in English. Language assistance request should be made by noon the day before the meeting by contacting the Clerk at 209-525-4494.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (209) 525-4494. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting.

1. Pledge Allegiance to the Flag

2. Invocation

3. Presentation: 2025 State of the County Address by Supervisor Buck Condit, Chairman of the Stanislaus County Board of Supervisors

4. Public Comment Period

5. Consent Calendar

A. Miscellaneous
   1. Approval of the Minutes for June 10, 2025
   2. Approval of Appointment of David Wright and Sue Zwahlen to the Stanislaus County Water Advisory Committee
   3. Acceptance of the Resignation of Maryn Pitt from the Workforce Development Board
   4. Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1397 Amending or Eliminating Existing Fees for the Department of Environmental Resources Landfill Division
   5. Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1398 Amending Section 2.24.060 of the Stanislaus County Code to Clarify Competitive Procurement Requirements for the Purchase of Personal Property; Amending Section 2.24.065 of the Stanislaus County Code to Increase the Authority of the Purchasing Agent to Dispose of Surplus County Personal Property from $1,000 to $5,000; and Repealing Section 2.24.100 of the Stanislaus County Code Relating to Stores Accounts

B. Chief Executive Office
   1. Approval to Accept the California Department of Health Care Services' California Overdose Prevention Network Grant on Behalf of the Stanislaus County Opioid Safety Coalition in the Amount of $200,000 Retroactively for the Term of January 1, 2025 Through August 30, 2027 – Behavioral Health & Recovery Services
   2. Approval to Proclaim July 2025 as Park and Recreation Month in Stanislaus County – Parks and Recreation
   3. Approval to Amend the Stanislaus County Personnel Policy Manual Tab 12 - Professional Development Allowance Policy – Chief Executive Office
   4. Approval of a One-Time Contribution of $250,070 to the 10th Street Place Joint Powers Agency to Fund the County's Share of Tenant Improvements on the Third Floor Permitting Customer Service Center at 10th Street Place and Related Matters – General Services Agency
   5. Approval of an Amendment to the Agreement with Amergis Healthcare Staffing, Inc., for the Provision of Behavioral Health Staffing Services to Retroactively Increase the Contract Max for Fiscal Year 2025 by $400,000 and Increase the Contract Max for Fiscal Year 2026 by $600,000 for a New Total Amount of $1,799,996 for the Current Term to Continue Indefinitely Until Terminated; and Related Actions – Behavioral Health & Recovery Services

6. Approve Agreements with Center for Human Services and Sierra Vista Child and Family Services for the Provision of Family Resource Center and Family First Prevention Services Act Services for the Term of July 1, 2025, Through June 30, 2026 – Community Services Agency
7. Approval of an Agreement with Aspiranet for the Provision of Wraparound Program Services in the Amount of $1,762,702 for the Term of July 1, 2025 Through June 30, 2026; and Related Actions – Community Services Agency
8. Approval of an Agreement with Allways Towing to Provide Large Junk Towing Services in the Amount of $400,000 for the Term of July 1, 2025, Through June 30, 2027; and Related Actions – Sheriff
9. Approval to Participate in a Cooperative Agreement with CDW-G for CrowdStrike Cyber Security Software in the Amount of $464,908 – Information Technology Central
10. Approval of Phase II of the Bonita Pool Project to Install a New Playground, Adult Exercise Equipment, Picnic Area, and Other Park Amenities, to Increase the Project Budget by $650,000 Funded by a State of California Proposition 68 Per Capita Grant, and Related Matters – General Services Agency
11. Approval to Issue Blanket Purchase Orders to Various Sheriff's Office Vendors for the Term of July 1, 2025, Through June 30, 2026 – Sheriff
12. Approval to Award a Construction Contract to Tetra Tech BAS, Inc., for the Fink Road Landfill 2025 Gas Collection and Control System Expansion Project – Environmental Resources
13. Approval of a Master Agreement with Clark Pest Control of Stockton, Inc. for Countywide Pest Control Services – General Services Agency
14. Approval of an Agreement with Locality Media, Inc. to Provide a Countywide Fire Records Management System in the Amount of $1,305,828 for a Term of July 1, 2025, Through June 30, 2030 – Office of Emergency Services/Fire Warden
15. Approval of an Agreement with FirstWatch Solutions, Inc., to Provide Data Monitoring and Syndromic Surveillance Software in the Amount of $311,450 for a Term of July 1, 2025 Through June 30, 2030 – Office of Emergency Services/Fire Warden
16. Approval of an Agreement with ImageTrend to Provide Data Repository Packages and License Management System in the Amount of $657,191 for a Term of July 1, 2025 Through June 30, 2030 – Office of Emergency Services/Fire Warden
17. Approval of the Appointment of Chandra D. Campbell, LMFT as the Stanislaus County Public Guardian Effective July 1, 2025 – Behavioral Health & Recovery Services
18. Approval to Proclaim August 2025 as Child Support Awareness Month in Stanislaus County – Child Support Services
19. Approval to Use Up to $20,000 of Community Development Funds to Pay for Expenses Associated with Community Cleanups in District 5 – Chief Executive Office

20. Approval of the Labor Agreement Between the County of Stanislaus and the Stanislaus County District Attorney Investigators Association for the Negotiated Term of July 1, 2025 Through June 30, 2029 – Chief Executive Office
21. Approval of the Labor Agreement Between the County of Stanislaus and the Stanislaus Sheriff's Supervisor Association for the Negotiated Term of July 1, 2025 Through June 30, 2029 – Chief Executive Office
22. Approval of the Labor Agreement Between the County of Stanislaus and the Stanislaus County Probation Corrections Officers Association for the Negotiated Term of July 1, 2025 Through June 30, 2029 – Chief Executive Office
23. Approval to Set a Public Hearing for the July 22, 2025 Meeting, Pursuant to the Tax and Equity Fiscal Responsibility Act (TEFRA), Relating to the Proposed Issuance of Tax-Exempt and/or Taxable Conduit Revenue Obligations in an Amount Not to Exceed $30 Million, by the California Public Finance Authority for Use by AggrePlex of Modesto LLC – Chief Executive Office

C. Department of Public Works
1. Approval to Adopt Plans and Specifications for the Tim Bell Road Over Dry Creek Bridge Replacement Project and Award the Construction Contract to Myers & Sons Construction, LLC.
2. Approval to Award a Contract for All-Inclusive Roadway Engineering and Project Delivery Services to Dokken Engineering Inc., for the Del Puerto Canyon Road Slope Repair Project
3. Approval of a Measure L Master Funding Agreement with the Stanislaus Council of Governments for Various Local Public Works Roads and Bridges Projects for Fiscal Years 2025-2030
4. Approval of Amendment No. 2 to the River Partners Independent Contractor Services Agreement for the Hills Ferry Road Bridge Replacement Project
5. Approval to Adopt Plans and Specifications for the Highway Safety Improvement Program Cycle 10 Corridor Delineation & Rumble Strip Improvements Project and Award the Construction Contract to Bay Cities Paving & Grading, Inc.
6. Approval to Set a Public Hearing on August 5, 2025, at the 9:00 AM Meeting, Regarding Fiscal Year 2025-2026 Assessments for the Various County Service Areas, a Landscape Assessment District, and Landscape and Lighting Districts
7. Approval of Amendment No. 3 for the Professional Design Services Agreement to Wood Rodgers, Inc., for the Quincy Road Over Turlock Irrigation District Lateral No. 3 Bridge Replacement Project

D. Department of Planning and Community Development

E. County Counsel

6. Public Hearings
    1. Public Hearing to Consider the Planning Commission's Recommendation of Approval of Rezone Application No. PLN2023-0093 - U-Haul, a Request to Rezone Two Parcels Totaling 8.57± Acres from Planned Development P-D (254) and General Agriculture (A-2-10) to a New P-D, to Allow for Development of a Mini-Storage and Moving Vehicle Rental Facility, Located at 4843 McHenry Avenue (State Route 108), Between Kiernan Avenue (State Route 219) and Bangs Avenue, in the Modesto Area, and Adoption of a Negative Declaration – Planning and Community Development

7. Discussion Items

8. Correspondence
    1. This Board has received a copy of the Stanislaus Local Agency Formation Commission (LAFCO) Fiscal Year 2025-2026 Budget.
    (Recommendation: Refer to the Auditor-Controller's Office.)
    2. This Board has received a notice regarding the intention to form and issue bonds for the California Municipal Authority Community Facilities District No. 2025-12 (Denair CSD - Monte Vista Collection).
    (Recommendation: Refer to Auditor-Controller.)
    3. This Board has received a letter from the Riverdale Park Tract Community Services District regarding chemicals in their water system exceeding the notification levels.
    (Recommendation: Refer to the Department of Environmental Resources.)
    4. This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.
    (Recommendation: Refer to the Chief Executive Office)
    5. This Board has received a letter from Monterey Park Tract Community Services District regarding the passing of Susan Stransky and the appointment of Shirley Martinez to their Board of Directors.
    (Acknowledge receipt of letter)

9. Board of Supervisors' Reports

10. Legislative, Fiscal and Management Report - Chief Executive Officer

11. Adjournment

12. Closed Session
    1. Conference with Legal Counsel - Existing Litigation: Pursuant to Government Code Section 54956.9 (d)(1). Three Cases: County of Stanislaus v. Wolfgang E. Bach, et al., Stanislaus County Superior Court, Case No. CV-23-001473; Lopez et al v. County of Stanislaus et al, Eastern District of California, Case Number Case 2:25-cv-01175-DC-SCK, and Julio Sanchez v. County of Stanislaus et. al, Stanislaus County Superior Court, Case No. CV-24-006822.

2. Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6. Agency Negotiators: Jody Hayes, Ryan Leupp, and Joanna Navarro. Labor Organizations: Stanislaus County Employees Association, American Federation of State, County & Municipal Employees Local 10; Service Employees International Union, Local 521; County Attorney's Association; Deputy Sheriff's Association; Stanislaus County Sheriff's Supervisor Association; Stanislaus Regional Emergency Dispatchers' Association; Stanislaus County Probation Corrections Officers' Association; Stanislaus County Sheriff's Management Association; and Stanislaus County District Attorney Investigators' Association.

13. Sitting in as the In-Home Supportive Services Public Authority

1. Closed Session: Conference with Labor Negotiator: Pursuant to Government Code Section 54957.6. Agency Negotiators: Jody Hayes, Ryan Leupp, and Joanna Navarro. Labor Organization: In Home Supportive Services (UDWA).

THE BOARD OF SUPERVISORS
OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Regular Session Tuesday June 10, 2025
All Supervisors Present
Pledge of Allegiance to the Flag

Invocation was given by Kristine Kauffman, Rescue Director, with CrossPoint Community Church.

Chelsie Webster, CEO, gave an update regarding the Modesto Children's Museum.

Landon Whitney, with Senator Marie Alvarado-Gil's Office, shared the positive contributions of Cambridge Academies, a non-profit founded in 2004, to the community and presented a resolution, on behalf of the Senator, honoring Cambridge Academies as the 2025 Riverbank Nonprofit of the Year.

Tera Chumley, Director of Parks and Recreation, invited everyone to the 29th Annual Fireworks Celebration on Saturday, 06/28/2025 at approximately 9:30 p.m. at the Woodward Reservoir. She shared advance tickets can be purchased through their website and food vendors will be on site. She also shared the RecVan has begun operating and will run through August, from 12 p.m. to 5 p.m. at rotating parks, and the schedule is available on their website at www.stancountyparks.com.

Dave Leamon, Director of Public Works, shared updates on approved funding for the 7th Street Bridge. He shared that if all goes as planned, they can get construction started by next spring.

Gavin Bruce, a lifelong resident of Modesto, shared his work with nonprofits in the community over the last ten years. He shared the need for educational programs and zero waste programs. He also shared that there are vacancies on the local taskforce on solid waste that need to be filled so regular meetings can be held.

Steven Morrow shared concerns regarding the hazards of railroad crossings. He shared that a tragic incident occurred yesterday and emphasized the importance of safety around railroads.

Roberta shared concerns about the lack of accountability for the Sheriff's Office and emphasized the need for a community police review board, and reallocation of funding for the Sheriff's Office and police.

Bianca Lopez, with Valley Improvement Projects, advocated for a civilian review board for the Sheriff's Office to help create a trustworthy network with the community. She shared this will create a system that allows proper communication, transparency and accountability.

Anthony spoke in support of a civilian review board for the Sheriff's Department because it will rebuild the community's trust. He shared the civilian review board for the City of Modesto has been successful and invited the Board to the next meeting on 06/18/2025 at 5:30 p.m.

Carla shared concerns regarding the Sheriff's Department and the need for a civilian review board as an accountability measure.

Communication: Approval of the Minutes for June 10, 2025 (Miscellaneous)

John Carlo, with the Central Valley Black Indigenous People of Color Coalition (CVBIPOC), shared concerns regarding the Stanislaus County Sheriff's Department and the need for a police community review board for improved transparency, accountability and community trust. He also shared concerns about ICE in Stanislaus County.

Speaker No. 11 voiced concerns regarding the City of Patterson and the Sheriff's Office towing her car and trailer. She also shared concerns about the District Attorney's Office.

Grewal/C. Condit unan. Adopted the consent calendar after removing from consent items **5.B.1** Approval to Enter Into an Agreement with Perennial Energy, LLC, for the Manufacturing of an Ultra Low Emission Flare System for the Fink Road Landfill – DER; **5.B.5** Approval to Amend the Salary and Position Allocation Resolution to Add One Park Maintenance Worker I/II to Parks and Recreation to Support the New Bonita Pool Operations – Parks and Recreation; and, **5.B.8** Approval to Establish a Capital Project in the Amount of $400,000 for the Waterford Branch Library Project, Increase the Restore County Properties Capital Project Budget by $2.6 Million for the GSA Keyes Community Center/Library Tenant Improvements Project, and Related Matters – GSA

- **5.A.1** Approved the minutes of 06/03/2025
- **5.A.2** Accepted the resignation of Keri Magee from the Stanislaus County Child Abuse Prevention Council
- **5.B.2** Approved the 2025 Agreement Between the 38th District Agricultural Association - Stanislaus County Fair Board and Stanislaus County for the Sheriff to Provide Security at the Fair; and, authorized the CEO to sign the Agreement on behalf of the County – Sheriff
- **5.B.3** Approved and adopted the amended Stanislaus County Personnel Policy Manual Tab 5 - Immigration Reform and Control Act Policy – CEO
- **5.B.4** Approved and adopted the Stanislaus County Personnel Policy Manual Tab 20 – Full-Time Service Credit, Rehire, and Reinstatement Policies; restored unused and unpaid sick accruals to employees who were rehired or reinstated within 18 months of separation after 01/01/2022; and, authorized the CEO to amend the policy pursuant to the meet and confer process – CEO
- **5.B.6** Adopted the Property Tax Administration Cost Recovery Plan for use in FY 2024-2025; approved the calculation of the Property Tax Administration Fee from FY 2023-2024 and the proportion of recoverable costs attributable to incorporated cities and other jurisdictions; and, authorized the collection of said costs pursuant to the provisions of the Revenue and Taxation Code Sections 95.3 and 97.75, and Stanislaus County Ordinance Code Section 4.44.010 – Auditor-Controller
- **5.B.7** Approved an agreement with Children's Crisis Center of Stanislaus County, Inc., for the provision of visitation scheduling and supervised visitation services in the amount of $338,525 for the term of 07/01/2025, through 04/30/2026; authorized the GSA Director/Purchasing Agent, or designee, to sign the agreement with Children's Crisis Center of Stanislaus County, Inc., for the provision of visitation scheduling and supervised visitation services in the amount of $338,525 for the term of 07/01/2025, through 04/30/2026; and, authorized the GSA Director/Purchasing Agent, or designee, to amend the agreement by up to 25% under the same terms and conditions – CSA
- **5.B.9** Proclaimed 06/15/2025, as Elder and Vulnerable Adult Abuse Awareness Day in Stanislaus County – CSA

Communication: Approval of the Minutes for June 10, 2025 (Miscellaneous)

5.B.10 Authorized the County Librarian, or designee, to apply for and accept, if awarded, new Library grants from various government agencies and nonprofit organizations in FY 2026, in a cumulative amount not to exceed $200,000; and, authorized the GSA Director/Purchasing Agent, or designee, to enter into and sign grant agreements and related contracts with various government agencies and nonprofit organizations in FY 2026 in a cumulative amount not to exceed $200,000 – Library

5.B.11 Approved the Maintenance and Support Agreement with Tyler Technologies, Inc. for $410,560; authorized the GSA Director/Purchasing Agent or designee, upon the recommendation of the Assessor, to execute the agreement with Tyler Technologies, Inc. for the Maintenance and Support Agreement; and, authorized the GSA Director/Purchasing Agent or designee, to negotiate and execute a contract amendment, to increase the not to exceed amount by 10 percent of the contract's value to ensure continued operation of the program if needed – Assessor

5.B.12 Accepted the addendum to the CEO's Third Quarter Financial Report for FY 2025; authorized the CEO and the Auditor-Controller to make the necessary adjustments as recommended in the addendum to the 2025 Third Quarter Financial Report; and, authorized the use of $695,586 in Appropriations for Contingencies, as recommended in the Fiscal Impact section of the report – CEO

5.B.13 Introduced and waived the first reading of Ordinance C.S. 1398 amending Section 2.24.060 of the Stanislaus County Code to clarify competitive procurement requirements for the purchase of personal property; amending Section 2.24.065 of the Stanislaus County Code to increase the authority of the Purchasing Agent to dispose of surplus County personal property from $1,000 to $5,000; and repealing Section 2.24.100 of the Stanislaus County Code relating to Stores Accounts – GSA

5.B.14 Awarded a service agreement to Comcast Business Communications, LLC, in the amount of $905,731, for Library internet services; authorized the GSA Director/Purchasing Agent, or designee, to sign the service agreement with Comcast Business Communications, LLC, in the amount of $905,731, for the term of 07/01/2025, through 06/30/2028; authorized the County Librarian, or designee, to apply for and accept, if awarded, federal and state discounts on Wide Area Network services provided by Comcast Business Communications, LLC (or other vendors, if necessary), for FYs 2025 through 2028, in an amount not to exceed a cumulative total of $905,731; and, authorized the GSA Director/Purchasing Agent, or designee, to enter into and sign agreements with federal and state agencies for discounts on Wide Area Network services provided by Comcast Business Communications, LLC (or other vendors if necessary), for FYs 2025 through 2028, in an amount not to exceed a cumulative total of $905,731 – Library

5.B.15 Authorized the GSA Director/Purchasing Agent, or designee, to sign and execute the agreement with Community Based Organizations in the amount of $3,167,177 for the term of 07/01/2025, to 06/30/2028, to provide rehabilitative services for offenders at the Day Reporting Center and Sheriff's Office detention facilities; and, authorized the GSA Director/Purchasing Agent, or designee, to sign amendments for additional services and payments, budget permitting and in alignment with the County Purchasing Policy, throughout the term of the agreement – Probation

5.B.16 Authorized the Ag Commissioner, or designee, to enter into and sign contracts, agreements, modifications and amendments with the California Department of Food and Agriculture, the United States Department of Agriculture, and the California Highway Patrol for agricultural protection programs and related funding for FYs 2025, 2026, 2027, and 2028, not to exceed $1,816,974 cumulatively – Ag Commissioner

Communication: Approval of the Minutes for June 10, 2025 (Miscellaneous)

5.B.17 Approved the continuation of offering appointment only services one day per week at the Job Centers located in Oakdale and Patterson to improve service to the community – Workforce Development

5.B.18 Accepted the CSA analysis of FY 2025 trends in caseload and grants which demonstrate program growth consistent with year-to-date expenditure and revenue data and necessitating an increase to the CSA General Assistance budget in order to end the year in a positive financial position; and, directed the Auditor-Controller to decrease estimated revenue and appropriations in the CSA Economic Assistance budget unit and increase estimated revenue and appropriations in the CSA General Assistance budget unit by $300,000, as detailed in the budget journal, attached to the agenda item – CSA

5.B.19 Approved the provisions contained within the Tentative Agreement reached between the County and the Stanislaus Regional Emergency Dispatchers Association representing the Emergency Dispatchers Bargaining Unit for the term of 03/29/2025, through 03/28/2026; and, authorized the Chairman and all County representatives to sign the agreements – CEO

5.B.20 Approved the FYs 2025-2028 America's Job Center of California Partnership MOU Update with mandatory partners of the Stanislaus County America's Job Center of California; and, authorized the Chairman to sign the FYs 2025-2028 America's Job Center of California (AJCC) Partnership MOU update – Workforce Development

5.B.21 Approved the use of $6,400 of Community Development Funds for the Crows Landing Community Services District to repair water leaks within its service area – CEO

5.B.22 Amended the Salary and Position Allocation Resolution to reflect the staffing changes as outlined in this agenda item, necessary to align with current and projected operations at the Landfill, to become effective at the start of the first full pay period on or after 07/01/2025, unless otherwise noted – DER

5.B.23 Approved renewals and amendments to contracts or agreements with cumulative amounts of $200,000 or greater; authorized the GSA Director/Purchasing Agent, or previously authorized Department Head, to sign and execute the amendments; and, authorized the GSA Director/Purchasing Agent to sign and execute the renewals – GSA

5.B.24 Approved the termination of the Cannabis Fee Program under the Development Agreement Structure and directed staff to transfer any remaining funds to the General Fund in FY 2025; approved the termination of the Cannabis Contribution Program; approved the allocation of the Community Benefit Contribution Funds balance, in an amount not-to-exceed $10,600, to the Stanislaus County Opioid Safety Coalition; directed the CEO, or designee, to establish a General Fund assignment with the remaining Community Benefit Contribution Funds balance previously approved for use by the Department of Parks and Recreation, approximated at $160,292; directed the Auditor-Controller to increase appropriations by $10,600 in the County Operations – Cannabis Program and estimated revenue by $10,600 in the BHRS Substance Use Disorder budget unit, as detailed in the budget journal, attached to the agenda item; and, approved any future payment or collection of funds from previous Development Agreement operators to be deposited into the General Fund – CEO

5.B.25 Authorized the Purchasing Agent, or his designee, to enter into agreements with Epic iO for automated license plate readers for the City of Patterson, City of Waterford, City of Hughson, and the County's unincorporated area – Sheriff

5.B.26 Acknowledged the Parks and Recreation FY 2026 Proposed Spending Plan for Building Community Services Investment Funding to enhance county parks; directed the Auditor-Controller to increase appropriations and estimated revenue in the Parks Capital Project budget in an amount of $7 million, as detailed in the budget journal, attached to the agenda item; and, authorized the Auditor-Controller to transfer Building Community Services

Communication: Approval of the Minutes for June 10, 2025 (Miscellaneous)

Investing Funding to the Parks Capital Project budget in an amount not to exceed $7 million – Parks

5.B.27 Approved the eighth amendment to the MOU with The Salvation Army for oversight and operator services at the Access Center Emergency Shelter (ACES) to extend the period through 06/30/2026, and to increase the amount by $2,889,688; authorized the GSA Director/Purchasing Agent or designee to sign and execute the eighth amendment to the MOU with The Salvation Army for oversight and operator services of ACES to extend the period through 06/30/2026, and to increase the amount by $2,889,688; approved an amendment to the facility lease agreement for 320 9th Street, Modesto, CA, with The Salvation Army to extend the period through 06/30/2030, and to increase the amount by $810,000; authorized the GSA Director/Purchasing Agent or designee to sign and execute the amendment to the facility lease agreement of 320 9th Street, Modesto, CA, with The Salvation Army to extend the period through 06/30/2030, and to increase the amount by $810,000; and, authorized the GSA Director/Purchasing Agent or designee to exercise the two options to extend the term, as defined in the amendment to the facility lease, consistent with the Purchasing Policy and within budget authority, upon confirmation by the Community Services Agency – CSA

5.B.28 Approved the Regional Solid Waste Disposal Plan MOU with the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford; authorized the Chairman to sign and execute the Regional Solid Waste Disposal Plan MOU with each of the cities upon approval of the MOUs by their respective City Councils, with this authority expiring at end-of-business on 07/16/2025, included in this authorization is authority for the CEO to make minor edits to the MOUs deemed necessary by legal counsel representing the County and/or cities; authorized the CEO to negotiate a Disposal MOU with the City of Modesto; authorized the Chairman to sign and execute the Disposal MOU with the City of Modesto upon approval of the MOU by the City Council, with this authority expiring at end-of-business on 07/16/2025; and, authorized the GSA Director/Purchasing Agent to negotiate and execute, on behalf of DER, Amendment Number 1 to Agreement Number A070115 with Bertolotti Transfer, Inc. for a reduction in the Fink Road Landfill tipping fee – DER

5.C.1 Approved Amendment No. 4 to the Professional Design Services Agreement with Biggs Cardosa Associates, Inc. for the 7th Street Bridge Replacement Project, in the amount of $872,412, with a new, not-to-exceed total of $7,055,166 and a new contract expiration of 06/30/2026; and, authorized the GSA Director/Purchasing Agent to execute Amendment No. 4 with Biggs Cardosa Associates, Inc., in the amount of $872,412 and to sign necessary documents – PW

5.C.2 Approved the plans and specifications for the Urban Pavement Preservation - Phase H Project; awarded a construction agreement to VSS International, Inc., for the Urban Pavement Preservation – Phase H Project that includes the Base Contract and Alternate Additive 1; authorized the Director of Public Works to execute a construction agreement with VSS International, Inc., in the total amount of $2,775,120, and to sign necessary documents, the total includes $2,510,120 from the Base Contract and $265,000 from Alternate Additive 1, the City of Modesto will reimburse the County for the entire cost of Alternate Additive 1 via a future cost sharing agreement; authorized the Director of Public Works to execute change orders, not-to-exceed 10%, in accordance with Public Contract Code Section 20137 and 20142; finds that the bid protest from American Pavement System, Inc., has insufficient merit and rejected the bid protest; and, authorized the Director of Public Works to take any appropriate actions necessary to carry out the purpose and intent of these recommendations – PW

Communication: Approval of the Minutes for June 10, 2025 (Miscellaneous)

5.C.3 Accepted a $20,042,533 grant, in the form of a forgivable loan, from the California State Water Resources Control Board for the West Modesto Sewer Infrastructure Project – Rouse/Colorado Neighborhood; approved a Clean Water Construction Loan Agreement between the State Water Resources Control Board and Stanislaus County for the West Modesto Sewer Infrastructure Project – Rouse/Colorado Neighborhood, in the amount of $20,042,533; and, authorized the GSA Director/Purchasing Agent to execute and sign the Clean Water Construction Loan Agreement between the State Water Resources Control Board and Stanislaus County to fund the West Modesto Sewer Infrastructure Project – Rouse/Colorado Neighborhood – PW

5.C.4 Set a public hearing on 07/22/2025, at the 9:00 a.m. meeting, to consider revising the load-carrying capacity of the Monte Vista Avenue Bridge over the Turlock Irrigation District Ceres Main Canal per Section 35751 of the California Vehicle Code; and, authorized the Clerk to publish the notice as required by law – PW

5.D.1 Approved the First Amendment to the Agreement with the City of Ceres to provide building inspection and plan check services, and extended the term through 06/30/2030; and, authorized the GSA Director/Purchasing Agent, or designee, to finalize and execute the First Amendment to the Agreement with the City of Ceres to provide building inspection and plan check services, and extended the term through 06/30/2030 – Planning

5.D.2 Approved an agreement with CSG Consultants, Inc. in an amount not to exceed $1,250,000 to provide on-call inspection and plan check services through 06/30/2030; and, authorized the GSA Director/Purchasing Agent, or designee, to execute the agreement with CSG Consultants, Inc., of Newman, California for on-call inspection and plan check services and to sign any necessary documents – Planning

Chiesa/Withrow (4-1)(C. Condit opposed) **5.B.1** Approved the Agreement with Perennial Energy, LLC for an Ultra-Low Emissions Flare System in the amount of $1,120,679; authorized the GSA Director/Purchasing Agent to execute the Agreement with Perennial Energy, LLC, and to sign any necessary documents; and, authorized the GSA Director/Purchasing Agent to sign any amendments to the Agreement, not to exceed 10% of the original contract price – DER

Chiesa/C. Condit (unan) **5.B.5** Amended the Salary and Position Allocation Resolution to reflect the staffing changes as outlined in the Staffing Impacts section of the report, the beginning of the first full pay period following the Board approval – Parks

Chiesa/C. Condit (unan) **5.B.8** Approved establishing a capital project for the Waterford Branch Library Capital Project; approved a preliminary project budget of $400,000 for the GSA Waterford Branch Library Capital Project; approved a $2.6 million increase in the GSA Restore County Properties Capital Project budget for the GSA Keyes Community Center/Library Tenant Improvements Capital Project; authorized the use of $3 million in department appropriation for contingencies from the Library's FY 2025 budget to fund the Waterford Branch Library Capital Project and Keyes Community Center/Library Tenant Improvements Capital Project, as detailed in the budget journal, attached to the agenda item; and, directed the Auditor-Controller to increase appropriations and estimated revenue by $400,000 in the GSA Waterford Branch Library Capital Project and increase estimated revenue by $2.6 million in the GSA Restore County Properties budget unit, as detailed in the budget journal, attached to the agenda item – GSA

Communication: Approval of the Minutes for June 10, 2025 (Miscellaneous)

Withrow/Chiesa (4-1)(C. Condit opposed) **6.1** Accepted the recommended Proposed Budget for Budget Year 2026 from the CEO; conducted the scheduled Public Hearing to receive public comment and input on the Proposed Budget for Budget Year 2026; directed and approved any changes the Board chooses to make and then adopt the 2026 Proposed Budget; authorized the CEO and Auditor-Controller to make any necessary technical adjustments required to implement the approved 2026 Proposed Budget; amended the Salary and Position Allocation Resolution to reflect the recommended changes for the 2026 Proposed Budget, as outlined in the Staffing Impacts section of the report and detailed in Attachment 2, of the agenda item, to become effective at the start of the first full pay period on or after 07/12/2025, unless otherwise noted; and, directed the CEO to prepare the recommended 2026 Adopted Budget for the Budget Period ending on 06/30/2026, and set the Public Hearing for consideration of the 2026 Adopted Budget on 09/30/2025 – CEO

Recessed at 11:53 a.m.

Reconvened at 12:04 p.m.

Withrow/Grewal unan. **6.2** Conducted a public hearing to introduce and waive the first reading of Ordinance C.S. 1397 to amend or eliminate existing fees for the Department of Environmental Resources Landfill Division – DER

Chiesa/Withrow unan. **6.3** Conducted a public hearing on 06/10/2025, at the 9:00 a.m. meeting, to consider adjustments to the Stanislaus County Maximum Franchise Rates for Solid Waste Collection Services for Franchise Areas 1, 2, 3, and 4; and, approved the proposed adjustments to the Stanislaus County Maximum Franchise Rates for Solid Waste Collections Services for Franchise Areas 1, 2, 3, and 4 – DER

Chiesa/Withrow unan. **6.4** Conducted a public hearing to consider the status of vacancies and recruitment and retention efforts in compliance with Government Code 3502.3 – CEO

Withrow/Grewal unan. **7.1** Adopted the Mental Health Services Act (MHSA) Annual Update for FY 2025-2026 and report actual results for FY 2023-2024 and allow the expenditure of MHSA Funds for the services referenced in the Annual Update; authorized the BHRS Director, or designee, to sign and submit the MHSA Annual Update for FY 2025-2026 to the Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission; authorized the Auditor-Controller, or designee, to sign the Mental Health Services Act County Fiscal Accountability certifying that the fiscal requirements have been met; and, adopted the MHSA Prevention and Early Intervention (PEI) Three-Year Evaluation Report for FYs 2021-2022, 2022-2023, and 2023-2024 – BHRS

Corr 1 Referred to the Department of Workforce Development, an SB 1089 closure notice from Rite Aid regarding the closure of their store located at 1707 McHenry Avenue, Modesto, California effective 07/15/2025.

Corr 2 Acknowledged receipt of a copy of the San Joaquin Valley Air Pollution Control District's 2024 Annual Report to the Community.

Communication: Approval of the Minutes for June 10, 2025 (Miscellaneous)

Corr 3 Referred to the Clerk-Recorder and Registrar of Voters, the Auditor-Controller, and the Treasurer-Tax Collector, a notice regarding the Hughson Unified School District's general obligation bond Measure B and the certification of election results.

Corr 4 Referred to the Clerk-Recorder and Registrar of Voters, the Auditor-Controller, and the Treasurer-Tax Collector, a notice regarding the Oakdale Joint Unified School District's general obligation bond Measure G and the certification of election results.

Corr 5 Referred to the Fish and Wildlife Committee, a letter from the California Fish and Game Commission regarding emergency action to add Golden Mussel to the list of restricted animals.

Corr 6 Acknowledged receipt of a copy of the Turlock Mosquito Abatement District's 2024 Annual Report.

Corr 7 Referred to the Clerk-Recorder and Registrar of Voters, the Auditor-Controller, and the Treasurer-Tax Collector, a notice regarding the Keyes Union School District's general obligation bond Measure U and the certification of election results.

Supervisor C. Condit shared concerns regarding a letter issued by Senator Marie Alvarado-Gil about the Western Hills Water District's ongoing water crisis. He provided an update on the situation, noting that he and Supervisor Withrow have held several joint meetings with all the local irrigation districts in the County to brainstorm short and long-term solutions. He also shared that he had multiple meetings with Governor Newsom's office, and with private entities, and that all options are currently being considered. He thanked Supervisor Withrow for his consistent support, as well as Assemblymember Alanis and his staff. Additionally, he shared his support for the Pride community, noting he was the first supervisor to proudly present the Pride Proclamation while serving as Chair of the Board in 2023.

Supervisor Chiesa thanked Supervisors C. Condit and Withrow for their continued engagement with the Western Hills Water District and acknowledged that it's a difficult predicament.

CEO Hayes noted that the State budget is being released this week and that he will provide an update at a later time. He also shared that Senator Alex Padilla formally submitted Stanislaus County's $1.8 billion Del Puerto Canyon Public Safety Communications Infrastructure Installation Project as a funding request to the Commerce, Justice, and Science Subcommittee for consideration and inclusion in the FY 2026 budget.

Chairman B. Condit announced that the State of the County Address will take place on Tuesday, 07/01/2025 at 9:00 a.m. in the Board Chambers.

Prior to adjourning into Closed Session an opportunity was given to the public to address matters listed under Closed Session.

Adjourned to closed session at 1:28 P.M.

13.1 Conferenced with Legal Counsel - Existing Litigation: Pursuant to Government Code Section 54956.9 (d)(1). One case: Perez, Alicia Bravo vs Stanislaus County et. al., Stanislaus County Superior Court, Case No. CV-24-004887. No reportable action taken.

13.2 Conferenced with Labor Negotiators: Pursuant to Government Code Section 54957.6. Agency Negotiators: Jody Hayes, Ryan Leupp, and Joanna Navarro. Labor Organizations: Stanislaus County Employees Association, American Federation of State, County & Municipal Employees Local 10; Service Employees International Union, Local 521; County Attorney's Association; Deputy Sheriff's Association; Stanislaus County Sheriff's Supervisor Association; Stanislaus Regional Emergency Dispatchers' Association; Stanislaus County Probation Corrections Officers' Association; Stanislaus County Sheriff's Management Association; and Stanislaus County District Attorney Investigators' Association. No reportable action taken.

Adjourned at 2:43 P.M.

ATTESTED: ELIZABETH A. KING, Clerk
of the Board of Supervisors
of the County of Stanislaus
State of California

BY: KELLY RODRIGUEZ, Assistant Clerk of the Board of Supervisors
(The above is a summary of the minutes of the Board of Supervisors. Complete minutes are available from the Clerk of the Board's Office.)

Communication: Approval of the Minutes for June 10, 2025 (Miscellaneous)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Board of Supervisors

BOARD AGENDA:5.A.2
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Appointment of David Wright and Sue Zwahlen to the Stanislaus County Water Advisory Committee

STAFF RECOMMENDATION:

1. Appoint David Wright and Sue Zwahlen, representing Supervisorial District 3, to the Stanislaus County Water Advisory Committee to a term ending on December 31, 2025.

CONTACT PERSON:

Elizabeth King, Clerk of the Board

Phone number: 209-525-4494

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Board of Supervisors

BOARD AGENDA:5.A.3
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Acceptance of the Resignation of Maryn Pitt from the Workforce Development Board

STAFF RECOMMENDATION:

1. Accept the resignation of Maryn Pitt from the Workforce Development Board.

2. Direct staff to send a Certificate of Appreciation to Maryn Pitt.

CONTACT PERSON:

Elizabeth King, Clerk of the Board

Phone number: 209-525-4494

ATTACHMENT(S):

1. Resignation Letter

STANISLAUS COUNTY
WORKFORCE DEVELOPMENT

A proud partner of
America's JobCenter of California™

BOARD OF SUPERVISORS
JUN 24 '25 AM8:20

Memo

Date: June 20, 2025

To: Elizabeth King, Clerk of the Board

From: Doris Foster, Director D. Foster

Subject: Workforce Development Board (WDB) Member Resignation

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Please find this memo as official notice of resignation for Workforce Development Board Member Maryn Pitt. Maryn served on the Workforce Development Board since 2018 and was a dedicated and invaluable asset, we are grateful for her service.

Should you need further information, please call me [redacted]

Thank you.

Attachment: Resignation Letter (Resignation - Workforce Development Board)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Board of Supervisors

BOARD AGENDA:5.A.4
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1397 Amending or Eliminating Existing Fees for the Department of Environmental Resources Landfill Division

STAFF RECOMMENDATION:

1. Adopt and waive the second reading of Ordinance C.S. 1397 amending or eliminating existing fees for the Department of Environmental Resources Landfill Division.

ATTACHMENT(S):

1. Ordinance C.S. 1397

ORDINANCE NO. C.S. 1397

AN ORDINANCE TO ADOPT A REVISED FEE SCHEDULE FOR THE DEPARTMENT OF ENVIRONMENTAL RESOURCES

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

Section 1. Fees to be collected by the Department of Environmental Resources are adopted and amended or eliminated as set forth in the Department of Environmental Resources Fee Schedule attached hereto as Attachment 1 and incorporated by reference, a copy of which is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying in that office in accordance with the California Public Records Act.

Section 2. This ordinance shall take effect thirty (30) days from and after the date of its passage and before the expiration of fifteen (15) days after its passage, it shall be published once, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California.

Upon motion of Supervisor_____, seconded by Supervisor _____, the foregoing resolution was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, the _____ day of _____, 2025, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAINING: Supervisors:

_____
Matthew W. Condit,
Chairman of the Board of Supervisors of the
County of Stanislaus State of California

ORD-58-X-2

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

ATTEST:

Elizabeth A. King,
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By _____
Deputy Clerk of the Board

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By _____
Donya Nunes
Deputy County Counsel

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Weighted Labor Rates			
Weighted Labor Rate (WLR)	$137 per hour	2023	No Change
Clerical WLR	$54 per hour	2023	No Change
Administrative Fees			
Late Payment Penalty	10%	1993	No Change
Copies	$0.10 per page	1993	No Change
Copies – Labor	Clerical WLR	1993	No Change
Credit Card Surcharge/Convenience Fee	3.5%	2021	No Change
Hazardous Materials Fees			
California Electronic Reporting System (CERS)			
California Health and Safety Code 25404.5; California Code of Regulations, Title 27, Division 1, Subdivision 4, Chapter 1			
CERS - CUPA Regulated Facilities (non-farm)	$52	2023	No Change
Aboveground Petroleum Storage Act (APSA) Program			
California Health and Safety Code 25270.6(b)			
1,320 Gallons - <10,000 Gallons	No Charge	2010	No Change
10,000 Gallons - 50,000 Gallons	$475	2023	No Change
50,001 Gallons - 100,000 Gallons	$665	2023	No Change
100,001 Gallons - 1,000,000 Gallons	$854	2023	No Change
>1,000,000 Gallons	$1,043	2023	No Change
CalARP Fees			
California Health and Safety Code 25404.5; California Code of Regulations, Title 27, Division 1, Subdivision 4, Chapter 1			
Program Level 1 - Annual	$450	2019	No Change
Program Level 2 - Annual	$1,170	2019	No Change
Program Level 3 - Annual	$1,755	2019	No Change
CalARP Plan Review	WLR	2019	No Change
Underground Storage Tank (UST) Program			
California Health and Safety Code 25404.5; California Code of Regulations, Title 27, Division 1, Subdivision 4, Chapter 1			
UST Upgrades	WLR (5 hr. min)	2008	No Change
UST	$1,050 + $231/tank	2023	No Change
UST Transfer	WLR (2.5 hr. min)	2008	No Change
UST Closure	WLR (6 hr. min)	2008	No Change
UST Installation Inspection	WLR (10 hr. min)	2008	No Change
UST Plan Review	WLR (7 hr. min)	2021	No Change
Medical Waste Program			
California Health and Safety Code 117825			
Large Generator (≥200 Pounds/Month)	$305	2015	No Change
Small Generator (<200 Pounds/Month)	$152	2015	No Change
Specialty Clinic	$518	2015	No Change
Primary Care Clinic	$518	2015	No Change
Licensed Clinical Lab	$305	2015	No Change
Common Storage Facility (1-10 Generator Facility)	$152	2015	No Change
Common Storage Facility (11-49 Generator Facility)	$398	2015	No Change
Common Storage Facility (50+ Generators Facility)	$761	2015	No Change
General Acute Care Facility (1-99 Beds)	$908	2015	No Change
General Acute Care Facility (100-199 Beds)	$1,316	2015	No Change
General Acute Care Facility (200-250 Beds)	$1,718	2015	No Change
General Acute Care Facility (251+ Beds)	$2,207	2015	No Change
Acute Psychiatric Hospital	$305	2015	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Hazardous Materials Fees *(Continued)*			
Medical Waste Program *(Continued)*			
Intermediate Care Facility	$458	2015	No Change
Skilled Nursing Facility (1-99 Beds)	$415	2015	No Change
Skilled Nursing Facility (100-199 Beds)	$518	2015	No Change
Skilled Nursing Facility (200+ Beds)	$609	2015	No Change
Health Care Service Plan Facility	$518	2015	No Change
Medical Waste Transfer Facility	$761	2015	No Change
Veterinary Clinic or Hospital	$305	2015	No Change
Hazardous Material Disclosure Program			
California Health and Safety Code 25404.5 & 13009.6; California Code of Regulations, Title 27, Division 1, Subdivision 4, Chapter 1			
Business Plan (1-4 Chemicals)	$140	2022	No Change
Business Plan (5-10 Chemicals)	$198	2022	No Change
Business Plan (11-16 Chemicals)	$220	2022	No Change
Business Plan (17-30 Chemicals)	$633	2022	No Change
Business Plan (≥ 31 Chemicals)	$789	2022	No Change
Acutely Hazardous Gases (0-999 Pounds)	$185	2004	No Change
Acutely Hazardous Gases (1,000-20,000 Pounds)	$448	2004	No Change
Acutely Hazardous Gases (≥ 20,000 Pounds)	$527	2004	No Change
Acutely Hazardous Solids/Liquids (0-1,999 Pounds Or Gallons)	$185	2004	No Change
Acutely Hazardous Solids/Liquids (2,000-10,000 Pounds Or Gallons)	$264	2004	No Change
Acutely Hazardous Solids/Liquids (≥10,000 Pounds Or Gallons)	$395	2004	No Change
Emergency Response	WLR	1991	No Change
Farm Disclosure Program			
California Health and Safety Code 25404.5; California Code of Regulations, Title 27, Division 1, Subdivision 4, Chapter 1			
Inspection	$47	2021	No Change
Hazardous Waste Generator and Tiered Permitting Program			
California Health and Safety Code 25404.5; California Code of Regulations, Title 27, Division 1, Subdivision 4, Chapter 1			
CESQG (< 220 Pounds/Month)	$127	2020	No Change
CESQG Who Recycles	$55	2008	No Change
Small Quantity Generator (≥ 220 to <2,200 Pounds/Month)	$398	2020	No Change
Small Generator Who Recycles	$183	2008	No Change
Large Quantity Generator (≥ 2,200 Pounds/Month)	$913	2020	No Change
Large Generator Who Recycles	$607	2008	No Change
Permit by Rule	$850	2020	No Change
Conditional Authorization	$850	2020	No Change
Conditional Exempt	$110	2020	No Change
Conditionally Exempt Small Quantity Generator (CESQG)/Generator Program			
California Health and Safety Code 25404.5; California Code of Regulations, Title 27, Division 1, Subdivision 4, Chapter 1			
Dry Cleaning Waste:			
Filters	$2.20 Per Pound	2021	No Change
Oil	$0.91 Per Pound	2021	No Change
Water	$1.08 Per Pound	2021	No Change
Paint Waste:			No Change
Latex	$0.32 Per Pound	2021	No Change
Oil Base	$1.12 Per Pound	2021	No Change
Antifreeze Waste	$0.31 Per Pound	2021	No Change
Oil Filters	$0.31 Per Pound	2021	No Change
PCB Ballast	$6.34 Each	2021	No Change
Car Batteries	No Fee	2021	No Change
Paint Booth Filters	$5.06 Per Pound	2021	No Change
Waste Oil	$0.11 Per Pound	2021	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Hazardous Materials Fees *(Continued)*			
Conditionally Exempt Small Quantity Generator (CESQG)/Generator Program *(Continued)*			
Misc. Waste:			
(1-50 Pounds)	$21.26	2021	No Change
(51-100 Pounds)	$44.32	2021	No Change
(101-150 Pounds)	$74.44	2021	No Change
(151-220 Pounds)	$106.34	2021	No Change
Straight Fluorescent Lamp	$ 0.30 Per Foot	2021	No Change
Compact / Small Lamp	$0.72 Each	2021	No Change
U-Tube and Circular Lamp	$3.60 Each	2021	No Change
High Intensity Discharge Lamp (HID)	$3.60 Each	2021	No Change
Toxic Solids	$1.80 Per Pound	2021	No Change
Toxic Liquids	$2.00 Per Pound	2021	No Change
Flammable Liquids	$1.20 Per Pound	2021	No Change
Oxidizers	$2.70 Per Pound	2021	No Change
Acids, Solids and Liquids	$1.70 Per Pound	2021	No Change
Bases, Solids and Liquids	$1.70 Per Pound	2021	No Change
Bulk Oil Sludge	$1.60 Per Pound	2021	No Change

Miscellaneous Fees			
California Health and Safety Codes 101325, 25404.1.1; California Water Code 13801			
Monitoring Well Construction - First Well/Boring	$265	2016	No Change
Each Additional Well/Boring (on same parcel) Up to 6	$53	2016	No Change
Each Additional Well/Boring (on same parcel) 7+	WLR	2016	No Change
Monitoring Well Destruction - First Well/Boring	$265	2016	No Change
Each Additional Well/Boring (on same parcel)	$53	2016	No Change
Soil/Geotechnical Boring - First Boring	$265	2016	No Change
Each Additional Boring (on same parcel) Up to 6	$53	2016	No Change
Each Additional Boring (on same parcel) 7+	WLR	2016	No Change
Monitoring Wells Plan Reviews/Permits (Other Programs)	WLR (1 hr. min)	2008	No Change
Administrative Office Hearing	WLR (1 hr. min)	2008	No Change
Administrative Penalties	As per HSC 25404.1.1	2018	No Change
Change of Ownership/Transfer	WLR (1 hr. min)	2016	No Change
Plan Review	WLR (1 hr. min)	2008	No Change
Re-inspections	WLR (1 hr. min)	2008	No Change
Subdivision Review	WLR (8 hr. min)	2003	No Change
Justified Complaint	WLR (1 hr. min)	2006	No Change

State Fees Collected by Hazardous Materials (Applicable/Current)			
Unified Program Hazardous Materials/Waste Annual Surcharge Fees; California Health and Safety Code Section 25404.5			
CUPA General Oversight	$94	2023	No Change
Underground Storage Tank (Per Tank)	$20	2017	No Change
California Accidental Release Prevention Program	$370	2023	No Change
Aboveground Petroleum Storage Act (APSA) Program	$26	2014	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Environmental Health Fees			
Food Program			
California Health and Safety Code 114365, 114381; California Code of Regulations Title 17, 1276			
Food Bank/Food Pantry	$168	2020	No Change
Food Facility Prepackage Non-Potentially Hazardous Food	$112	2021	No Change
Food Facility Category 3	$471	2021	No Change
Food Facility Category 3 Reduced Fee Incentive Program	$355	2021	No Change
Food Facility Category 3 Seasonal	$353	2021	No Change
Food Facility Category 2A: 0-2000 sq. ft. or 0-20 seats	$647	2021	No Change
Food Facility Category 2A Reduced Fee Incentive Program	$485	2021	No Change
Food Facility Category 2B: 2001-6000 sq. ft. or 21-50 seats	$660	2021	No Change
Food Facility Category 2B Reduced Fee Incentive Program	$495	2021	No Change
Food Facility Category 2C: 6001-15000 sq. ft. or 51-100 seats	$720	2021	No Change
Food Facility Category 2C Reduced Fee Incentive Program	$541	2021	No Change
Food Facility Category 2D: 15000 sq. ft. or Over, or 101 seats or Over	$725	2021	No Change
Food Facility Category 2D Reduced Fee Incentive Program	$544	2021	No Change
Food Facility Category 2E: 0-2000 sq. ft. or 0-20 seats With Drive Thru, Take Out, or Delivery	$689	2021	No Change
Food Facility Category 2E Reduced Fee Incentive Program	$517	2021	No Change
Food Facility Category 2F: 2001-6000 sq. ft. or 21-50 seats With Drive Thru, Take Out, or Delivery	$696	2021	No Change
Food Facility Category 2F Reduced Fee Incentive Program	$522	2021	No Change
Food Facility Category 2 Caterer Using Rental Kitchen	$412	2021	No Change
Food Facility Category 1A: 0-2000 sq. ft. or 0-20 seats	$883	2021	No Change
Food Facility Category 1A Reduced Fee Incentive Program	$663	2021	No Change
Food Facility Category 1B: 2001-6000 sq. ft. or 21-50 seats	$897	2021	No Change
Food Facility Category 1B Reduced Fee Incentive Program	$673	2021	No Change
Food Facility Category 1C: 6001-15000 sq. ft. or 51-100 seats	$944	2021	No Change
Food Facility Category 1C Reduced Fee Incentive Program	$708	2021	No Change
Food Facility Category 1D: 15000 sq. ft. or Over, or 101 seats or Over	$973	2021	No Change
Food Facility Category 1D Reduced Fee Incentive Program	$730	2021	No Change
Food Facility Category 1E: 0-2000 sq. ft. or 0-20 seats With Drive Thru, Take Out, or Delivery	$918	2021	No Change
Food Facility Category 1E Reduced Fee Incentive Program	$688	2021	No Change
Food Facility Category 1F: 2001-6000 sq. ft. or 21-50 seats With Drive Thru, Take Out, or Delivery	$931	2021	No Change
Food Facility Category 1F Reduced Fee Incentive Program	$699	2021	No Change
Food Facility Category 1 Caterer Using Rental Kitchen	$471	2021	No Change
Food Facility Category 1 Rental Kitchen	$471	2021	No Change
Bed & Breakfast/Agricultural Homestay	$336	2020	No Change
County Fair Concession Stand/Truck	$93	2020	No Change
Temp Food Facilities (1-2) Application Review and Permitting	WLR (1 hr. min)	2023	No Change
Temp Food Facilities (3-10) Application Review and Permitting	WLR (2 hr. min)	2021	No Change
Temp Food Facilities (11-20) Application Review and Permitting	WLR (4 hr. min)	2021	No Change
Temp Food Facilities (21-30) Application Review and Permitting	WLR (6 hr. min)	2021	No Change
Temp Food Facilities (31-40) Application Review and Permitting	WLR (8 hr. min)	2021	No Change
Temp Food Facilities (>40) Application Review and Permitting	WLR (10 hr. min)	2021	No Change
Community Event Organizer Late Registration Fee (for packets received within 2 weeks of event date)	Additional 50% of the associated TFF	2015	No Change
Mobile Food Facility 1-Day Community Event Permit with Current Permit from Another California County	WLR (0.5 hr.)	2017	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Environmental Health Fees *(Continued)*			
Food Program *(Continued)*			
Mobile Food Facilities/Compact Mobile Food Operation:			No Change
Mobile Food Vendor – Category 1	$548	2023	No Change
Mobile Food Vendor – Category 2	$411	2023	No Change
Mobile Food Vendor – Category 3	$274	2023	No Change
Mobile Food Vendor – Category 4	$69	2023	No Change
Mobile Food Vendor – Category 4 (Additional Carts, Concurrent Inspection	$35	2023	No Change
Compact Mobile Food Operation Re-inspection No. 2	$100	2023	No Change
Compact Mobile Food Operation Re-inspection No. 3	$200	2023	No Change
Compact Mobile Food Operation Re-inspection No. 4	$500	2023	No Change
Mobile Food Facility/Mobile Support Unit/Compact Mobile Food Operation/ Mobile Auxiliary Conveyance/Auxiliary Conveyance Site Plan Review or Operational Procedure Review	WLR (4 hr. min)	2021	No Change
Compact Mobile Food Operation Commissary/ Storage Verification	WLR (1 hr. min)	2023	No Change
Out-of-County Mobile Food Facility/Compact Mobile Food Operation Commissary Verification	WLR (1/2 hr. min)	2023	No Change
Vending Site Restroom Verification	WLR (1 hr. min)	2023	No Change
Satellite Food Distribution Facility (Kiosk)	$225	2020	No Change
Certified Farmers Market	$225	2020	No Change
Produce Stand	$112	2020	No Change
Swap Meet Prepackaged Food Stand Single Site	$56	2020	No Change
Swap Meet Prepackaged Food Stand Multiple Sites	$105	2020	No Change
Swap Meet Operator	WLR (9 hr. min)	2003	No Change
Swap Meet Operator Reduced Fee Incentive Program	$790	2020	No Change
Host Facility	$647	2020	No Change
HACCP Review	WLR (2 hr. min)	2020	No Change
Plan Check	WLR (6 hr. min)	2003	No Change
Minor Remodel Less Than 25% Food Service Area Or Equipment	WLR (2 hr. min)	2003	No Change
Permit Replacement Fee	$25	2015	No Change
Food Facility Operating Without A Valid Permit	Double Fee + Permit Fee	2020	No Change
Reopening Following DER Closure	WLR (2 hr. min)	2008	No Change
Cottage Food Facility Annual Registration Class A (direct sales only)	WLR (1.5 hr. min)	2023	No Change
Cottage Food Facility Annual Permit Class B (direct & indirect sales)	WLR (3 hr. min)	2023	No Change
Cottage Food Operation Operating w/o DER Permit/Registration	Double Fee + Permit Fee	2020	No Change
Microenterprise Home Kitchen Operation	(Place Holder)	2019	No Change
Limited Service Charitable Feeding Operation	(Place Holder)	2019	No Change

Body Art			
California Health and Safety Code 119306 (b)(7), 119312 (a)(2), 119317.5, 119323, 119324.5			
Facility Annual Health Permit	$380	2023	No Change
Facility Annual Health Permit - Owner/Sole Artist (One Artist Registration Included)	$380	2023	No Change
Artist Registration (Annual)	WLR (1 hr. min)	2023	No Change
Artist Application Revision	WLR (1/2 hr. min)	2023	No Change
Artist Card Replacement	$34	2023	No Change
Temp Event Sponsor Registration and Onsite Inspections	WLR (4 hr. min)	2022	No Change
Temp Event Artist Registration	WLR (1/2 hr. min)	2023	No Change
Mobile Facility Permit	$380	2023	No Change
Mobile Facility Plan Check	WLR (2 hr. min)	2013	No Change
Facility Plan Check	WLR (4 hr. min)	2013	No Change
Facility Plan Check - Remodel	WLR (2 hr. min)	2020	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Environmental Health Fees *(Continued)*			
Body Art *(Continued)*			
Mechanical Stud & Clasp Facility Notification (One-time)	WLR (1/2 hr. min)	2023	No Change
Operating w/o DER Permit/Registration	Double Fee + Permit Fee	2020	No Change
Facility Owner for Each Artist Operating w/o Valid Permit	WLR (1 hr. min)	2023	No Change
Recreational Health			
Public Pool/Spa Single	$340	2023	No Change
Public Pool/Spa Additional - Each (Same Site)	$238	2023	No Change
Water Slide	$340	2023	No Change
Plan Check	WLR (6 hr. min)	2003	No Change
Plan Check/Remodel	WLR (3 hr. min)	2003	No Change
Private Pool Land Use Clearance - Over the Counter	WLR (1/2 hr. min)	2020	No Change
Reopening Following DER Closure	WLR (2 hr. min)	2008	No Change
Well Construction Program			
California Health and Safety Code 116565, 116570, 116577, 116580, 116585, 116595, 116650; California Water Code 13801; Health and Safety Code 114381; Stanislaus County Code Chapter 9.36			
Well Permits	WLR (6 hr. min)	2022	No Change
Well Destruction	WLR (4 hr. min)	2022	No Change
Well Destruction Without A Valid Permit	Double Fee + Permit Fee	2020	No Change
Concurrent Well Installation and Well Destruction – One Inspection Only	WLR (6 hr. min)	2022	No Change
Well Installation Without a Valid Permit	Double Fee + Permit Fee	2020	No Change
Well Permit Modification/Transfer/Cancellation	WLR (1 hr. min)	2021	No Change
CEQA Consultant and Filing Fees	Actual Cost	2022	No Change
CEQA Administrative Fee	WLR (1 hr. min)	2022	No Change
Water Program			
California Health and Safety Code 116565, 116570, 116577, 116580, 116585, 116595, 116650; California Water Code 13801; Health and Safety Code 114381; Stanislaus County Code Chapter 9.36			
Community Single Source No Treatment (1A)	$1,257	2023	No Change
Community Single Source No Treatment Incentive Program "A" (1AA)	$909	2023	No Change
Community Single Source No Treatment Incentive Program "B" (1AB)	$1,048	2023	No Change
Community Single Source Treatment (1B)	$1,398	2023	No Change
Community Single Source Treatment Incentive Program "A" (1BA)	$1,048	2023	No Change
Community Single Source Treatment Incentive Program "B" (1BB)	$1,188	2023	No Change
Community Multiple Source No Treatment (1C)	$1,678	2023	No Change
Community Multiple Source No Treatment Incentive Program "A" (1CA)	$1,329	2023	No Change
Community Multiple Source No Treatment Incentive Program "B" (1CB)	$1,469	2023	No Change
Community Multiple Source Treatment (1D)	$1,817	2023	No Change
Community Multiple Source Treatment Incentive Program "A" (1DA)	$1,469	2023	No Change
Community Multiple Source Treatment Incentive Program "B" (1DB)	$1,608	2023	No Change
Non-Transient Non-Community Single Source No Treatment (2A)	$1,188	2023	No Change
Non-Transient Non-Community Single Source No Treatment Incentive Program "A" (2AA)	$838	2023	No Change
Non-Transient Non-Community Single Source No Treatment Incentive Program "B" (2AB)	$978	2023	No Change
Non-Transient Non-Community Single Source Treatment (2B)	$1,329	2023	No Change
Non-Transient Non-Community Single Source Treatment Incentive Program "A" (2BA)	$978	2023	No Change
Non-Transient Non-Community Single Source Treatment Incentive Program "B" (2BB)	$1,118	2023	No Change
Non-Transient Non-Community Multiple Source No Treatment (2C)	$1,608	2023	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Environmental Health Fees *(Continued)*			
Water Program *(Continued)*			
Non-Transient Non-Community Multiple Source No Treatment Incentive Program "A" (2CA)	$1,257	2023	No Change
Non-Transient Non-Community Multiple Source No Treatment Incentive Program "B" (2CB)	$1,398	2023	No Change
Non-Transient Non-Community Multiple Source Treatment (2D)	$1,748	2023	No Change
Non-Transient Non-Community Multiple Source Treatment Incentive Program "A" (2DA)	$1,398	2023	No Change
Non-Transient Non-Community Multiple Source Treatment Incentive Program "B" (2DB)	$1,538	2023	No Change
Transient Non-Community Single Source No Treatment (3A)	$1,048	2023	No Change
Transient Non-Community Single Source No Treatment Incentive Program "A" (3AA)	$699	2023	No Change
Transient Non-Community Single Source No Treatment Incentive Program "B" (3AB)	$838	2023	No Change
Transient Non-Community Single Source Treatment (3B)	$1,188	2023	No Change
Transient Non-Community Single Source Treatment Incentive Program "A" (3BA)	$838	2023	No Change
Transient Non-Community Single Source Treatment Incentive Program "B" (3BB)	$978	2023	No Change
Transient Non-Community Multiple Source No Treatment (3C)	$1,469	2023	No Change
Transient Non-Community Multiple Source No Treatment Incentive Program "A" (3CA)	$1,118	2023	No Change
Transient Non-Community Multiple Source No Treatment Incentive Program "B" (3CB)	$1,257	2023	No Change
Transient Non-Community Multiple Source Treatment (3D)	$1,608	2023	No Change
Transient Non-Community Multiple Source Treatment Incentive Program "A" (3DA)	$1,257	2023	No Change
Transient Non-Community Multiple Source Treatment Incentive Program "B" (3DB)	$1,271	2023	No Change
State Small Single Source No Treatment (4A)	$769	2023	No Change
State Small Single Source No Treatment Incentive Program "A" (4AA)	$419	2023	No Change
State Small Single Source No Treatment Incentive Program "B" (4AB)	$559	2023	No Change
State Small Single Source Treatment (4B)	$1,048	2023	No Change
State Small Single Source Treatment Incentive Program "A" (4BA)	$699	2023	No Change
State Small Single Source Treatment Incentive Program "B" (4BB)	$838	2023	No Change
Water System Technical, Managerial, and Financial Review	WLR (3 hr. min)	2003	No Change
Water System Permit Issuance	WLR (3 hr. min)	2006	No Change
Permit Amendment	WLR (5 hr. min)	2003	No Change
Alternative Treatment Method - Consultation, Assessment, and Monitoring	WLR (3 hr. min)	2019	No Change
Food Code Water System Level 1	$392	2023	No Change
Food Code Water System Level 2	$262	2023	No Change
rTCR Level 2 Assessment	WLR (4 hr. min)	2023	No Change
Enforcement	WLR (6 hr. min)	2008	No Change
Public Water System Violation/ Treatment Technique Initial Assessment	WLR (2 hr. min)	2008	No Change
Citation with Penalty	Not to Exceed $1,000 per day	2018	No Change
Variance/Exemption/Waiver	WLR	2003	No Change
Plan Review	WLR	2003	No Change
Enforcement and Compliance Monitoring/Consultation	WLR (1 hr. min)	2003	No Change
CEQA Consultant and Filing Fees	Actual Cost	2022	No Change
CEQA Administrative Fee	WLR (1 hr. min)	2022	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Environmental Health Fees *(Continued)*			
Liquid Waste Program			
California Health and Safety Code 101325; California Code of Regulations, Title 17, 1276			
Septic Pumper Truck	$193	2022	No Change
Operating Without A Valid Permit	Double Fee + Permit Fee	2020	No Change
New Installation/Replacement of Septic/Primary/Secondary Onsite Wastewater Treatment System	WLR (6 hr. min)	2022	No Change
Septic/Primary/Secondary On-site Wastewater Treatment System Repair/Modification	WLR (4 hr. min)	2022	No Change
Septic/Primary/Secondary On-site Wastewater Treatment System Installation/Repair Without A Valid Permit	Double Fee + Permit Fee	2020	No Change
Septic Tank Destruction Independent Of Installation	WLR (3 hr. min)	2022	No Change
Septic Tank Destruction Without a Valid Permit	Double Fee + Permit Fee	2020	No Change
Site Evaluation/Consultation	WLR	2003	No Change
Plan Check	WLR (2 hr. min)	2003	No Change
OWTS Permit Modification/Transfer/Cancellation	WLR (1 hr. min)	2021	No Change
Land Use Program			
California Health and Safety Code 101325; California Code of Regulations, Title 17, 1276			
Land Use Fee Minor	WLR (2 hr. min)	2023	No Change
Land Use Fee Major	WLR (5 hr. min)	2023	No Change
Subdivision/ Project Road Improvement Plan Review	WLR (1/2 hr. min)	2020	No Change
Building Permit/Review Permit	WLR (1/2 hr. min)	2020	No Change
Subdivision Review	WLR (8 hr. min)	2003	No Change
Site Evaluation/Consultation	WLR	2020	No Change
Housing Program			
Health and Safety Code 17910 et seq., 101325 through 101345; Government Code 25845, 50022.1 through 50022.8, 53069.4, 54895; Stanislaus County Ordinance 2.92			
Inspection/Enforcement	WLR	2004	No Change
Title 15 Inspection			
Health and Safety Code 101045			
Detention Facility Inspection/Report	WLR	2021	No Change
Organized Camp Program			
Health and Safety Code 18897 (a)			
Organized Camp	WLR (9 hr. min)	2021	No Change
Plan/Procedure Review	WLR (4 hr. min)	2021	No Change
Organized Camp using an Approved Rental Camp Facility	WLR (1 hr. min)	2021	No Change
Employee Camps Program			
Health and Safety Code 17910 et seq., 101325 through 101345; Government Code 25845,50022.1 through 50022.8, 53069.4, 54895; Stanislaus County Ordinance 2.92, (LEA = Local Enforcement Agency)			
Permit to Operate	$200	2015	No Change
Per Employee	$27	2015	No Change
Transfer	$20	2004	No Change
Operation of Camp Without Permit (Health and Safety Code #17037)	Double Normal Permit Fees	2006	No Change
Operation of Camp Without Permit twice within 5 years (Health and Safety Code #17037)	10 x Normal Permit Fees	2006	No Change
Amended Permit	$20	2004	No Change
Employee Housing State LEA Re-inspection Fee -1st hour or any part	$178	2006	No Change
Employee Housing State LEA Re-inspection Fee - additional 1/2 hour or part	$41	2006	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Environmental Health Fees *(Continued)*			
Employee Camps Program *(Continued)*			
Employee Housing State LEA Technical Service Fee - 1st hour or any part	$196	2006	No Change
Employee Housing State LEA Technical Service Fee - additional 1/2 hour or part	$41	2006	No Change
Administration			
California Health and Safety Code 101325; California Code of Regulations, Title 17, 1276			
Application Fee	WLR (1/2 hr. min)	2020	No Change
Revoked Permit Reinstatement	Double Fee	2003	No Change
Re-inspection #2	$126	2008	No Change
Re-inspection #3	$315	2008	No Change
Re-inspection #4	$631	2008	No Change
Permit Amendment	WLR (1/2 hr. min)	2020	No Change
Change Of Ownership	WLR (1/2 hr. min)	2020	No Change
Consultation	WLR	2005	No Change
After-Hours Inspection	WLR (2 hr. min)	2020	No Change
After-Hours Rush Food Facility Plan Review	WLR (6 hr. min plus 50%)	2020	No Change
Administrative Office Hearing	WLR (6 hr. min)	2008	No Change
Justified complaint	WLR (1 hr. min)	2020	No Change
Groundwater Resources Fees			
Groundwater Ordinance Permit Program			
Stanislaus County Code 9.37.060			
Groundwater Ordinance Permit Issuance Appeal Fee - Private (All Except Ag/Irrigation)	WLR (5 hr. min)	2021	No Change
Groundwater Ordinance Permit Issuance Appeal Fee - Ag/Irrigation	WLR (6.5 hr. min)	2021	No Change
CEQA Consultant and Filing Fees	Actual Cost	2015	No Change
CEQA Administrative Fee	WLR	2015	No Change
Ground Water Ordinance Plan Review	WLR (2 hr. min)	2022	No Change
Milk and Dairy Fees *This fee ordinance supersedes 9.16.070			
Milk and Dairy Program			
Food and Agriculture Code, Division 15, Chapter 4, Article 8, 33251-33265			
Grade A & B Inspection/per quarter	$.013225/Gal up to a max of $595/Qtr	2023	No Change
Grade A & B Other Hooved Mammals Inspection/per quarter	$595	2023	No Change
Applicable State Surcharge Fee on County Inspection Fees	Currently 15%	2012	No Change
Ownership Change Fee	WLR (2 hr. min)	2016	No Change
Plan Check Fee	WLR (10 hr. min)	2008	No Change
Plan Check Proposed Change	WLR (2 hr. min)	2016	No Change
Antibiotics	WLR (3 hr. min)	2008	No Change
Rescores	WLR	2016	No Change
On Farm Compliance	WLR	2016	No Change
Milk Sample Extra	WLR (1 hr. min) + Actual Cost	2016	No Change
Grade A Application Fee	WLR (6 hr. min)	2016	No Change
Code Enforcement Fees			
Code Enforcement Program			
Government Code 25845, 38773.5; Stanislaus County Ordinance 2.92.070			
Nuisance Abatement Recovery	WLR	2003	No Change
Nuisance Abatement Hearing	WLR	2003	No Change
Incidental Costs - Fees To Other Agencies	Actual Cost	2003	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Code Enforcement Program *(Continued)*			
Nuisance Abatement - 1st Violation Citation	$100	2003	No Change
Nuisance Abatement - 2nd Violation Citation	$200	2003	No Change
Nuisance Abatement - 3rd Violation Citation	$400	2003	No Change
Graffiti Abatement - Incidental Costs	Actual Cost	1994	No Change

Solid Waste Management Fees			
Solid Waste Management Program			
Government Code 54985			
Franchise Hauler Quarterly Gross Receipts	8% of Gross Receipts	1989	No Change
Industrial Hauler Quarterly Gross Receipts	8% of Gross Receipts	1989	No Change
Small Hauler Annual Permit Fee	$84	2023	No Change
Small Hauler Annual Truck Fee	$52 per truck	2023	No Change
Food Processing By-Product Use Site - Annual Permit	WLR	1985	No Change
Food Processing By-Product Monitoring Fee	WLR (will vary)	1985	No Change
Food Processing By-Product Research Project - Tonnage	$0.10 per ton	2006	No Change
Transfer Station Plan Review Fee	WLR	1985	No Change
Resource Recovery Facility Plan Review Fee	WLR	1985	No Change
Miscellaneous			
Inert Disposal/Land Reclamation Permit	$177	1991	No Change
Farm/Ranch Disposal Permit	$30	1991	No Change
Violation - First	$100	2003	No Change
Violation - Second	$200	2003	No Change
Violation - Third	$400	2003	No Change

Landfill Fees			
Landfill			
Public Resources Code 40059 & Government Code 25823			
Washing machines	$10 each	2021	No Change
Dryers	$10 each	2021	No Change
Refrigerators/freezers/compressors/water coolers & dispensers	$20 each	2021	No Change
Air conditioners	$20 each	2021	No Change
Stoves	$10 each	2021	No Change
Water heaters	$10 each	2021	No Change
Furnaces/space heaters	$10 each	2021	No Change
Dishwashers	$10 each	2021	No Change
Microwaves	$10 each	2021	No Change
Mattresses (including baby & juvenile), box springs and futons	$10 each, unless free*	2019	No Change
*Excludes clean, dry, uncontaminated, and recyclable (not excessively damaged) mattresses and box springs, which may be disposed of at no cost for residents, once and for so long as the County has entered into contract with the Mattress Recycling Council for handling of these materials. Mattresses are defined as "a resilient material or combination of materials that is enclosed by a ticking (the outermost layer of fabric or related material of a mattress) and is intended or promoted for sleeping upon." Box springs are defined as that "which is used to support a mattress and may include constructed wood or other frames, steel springs, or other materials used alone or in combination." Specifically excluded from this definition are: waterbed mattresses, futon pads, mattress toppers or pads, juvenile and crib mattresses, and air mattresses.			
Tires (with or without rims)*:			
Motorcycle/car/pickup (9 or less)	$2.50 each	2015	No Change
Diesel truck (9 or less)	$15 each	2015	No Change
Tractor (9 or less, no larger than 17.5" x 24" rim size)	$25 each	2015	No Change
Loader (9 or less, no larger than 23.5" x 25" rim size)	$110 each	2015	No Change
Earthmover tires (larger than 23.5" x 25" rim size)	$225 each	2015	No Change
Bulk (10 or more)	$225 per ton	2015	No Change
*Hauling 10 or more tires requires a Waste Tire Hauler's Permit issued by the State of California			
Proximity Card Fee	$10	2019	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

DEPARTMENT OF ENVIRONMENTAL RESOURCES FEES

Fee Description	Current		Proposed
	Fee Amount	Fiscal Year Adopted	Fee Amount
Landfill Fees *(Continued)*			
Price by Load:			
Passenger cars, SUV's, pickups (without sideboards), vans	$12 per load	2020	No Change
Two-wheel trailers (without sideboards) - 8' maximum length, 3' maximum height	$12 per load	2020	No Change
Four-wheel trailers (without sideboards) - 8' maximum length, 3' maximum height	$18 per load	2020	No Change
Truck and two-wheel trailer (If both contain any amount and any type of refuse)	$24 per load	2020	No Change
Truck and four-wheel trailer (If both contain any amount and any type of refuse)	$30 per load	2020	No Change
Uncovered Load Fees:			
General loads	Double Load Fee	2019	No Change
Commercial loads	$100	2019	No Change
Purchase a tarp	Actual Cost	2019	No Change
Price by Ton:			
Normal Refuse: Garbage, paper, lumber, bottles, cans, small dead animals, household trash, garden refuse, demolition, construction debris, dirt, rock, gravel, concrete, asphalt, plaster, brick, roofing, tile and sheetrock.	$45 per ton	2023	$49.68
~~Ash from the WTE Facility~~	~~$36.16 per ton~~	~~2024~~	Remove
Special Handling: Any material that has to have a special hole dug and buried immediately as determined by Landfill administration (examples include treated wood waste, non-friable asbestos, dead animals). **NOTE:** Must call to arrange an appointment. Tuesday - Friday ONLY, 9 a.m. to 2 p.m. Non-friable asbestos is taken only with approval letter from the Stanislaus County Department of Environmental Resources. * Loads of large dead animals require a written request from the Director of the Office of Emergency Services. ** Price is per dead animal (large dead animals: horses, cattle, llamas, mules, donkeys; other dead animals: goats, feeder pigs, sheep, calves, breeding sows, boars) or $120/ton, whichever is greater. Must be pre-approved by Landfill staff.	$120 per ton* or $120 each for large dead animals* or $36 each for 5 or fewer other dead animals** (except horses, cattle, llamas, mules, donkeys) or $24 minimum fee for non-friable asbestos	2020	No Change
Hard-to-Handle (Bulk Material): RV trailers, mobile homes, large plastic sheets, wire, bailing twine, tree stumps/logs & whole trees, large tanks, long/large pipe (over 4 feet), large chunks of concrete over 2'x2'x2', boats, pontoons, large sheets of foam or aluminum siding, sensitive records, spoiled/damaged finished food products, and all other material in pieces over 4'x4'x4'. **NOTE:** Must call to arrange an appointment. Tuesday - Friday ONLY, 9 a.m. to 2 p.m.	$110 per ton	2020	No Change
Reload Fee	$75 per ton	2019	No Change

Attachment: Ordinance C.S. 1397 (Adopt and Waive Second Reading Ordinance C.S. 1397)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Board of Supervisors

BOARD AGENDA:5.A.5
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Adopt and Waive the Second Reading of Ordinance C.S. 1398 Amending Section 2.24.060 of the Stanislaus County Code to Clarify Competitive Procurement Requirements for the Purchase of Personal Property; Amending Section 2.24.065 of the Stanislaus County Code to Increase the Authority of the Purchasing Agent to Dispose of Surplus County Personal Property from $1,000 to $5,000; and Repealing Section 2.24.100 of the Stanislaus County Code Relating to Stores Accounts

STAFF RECOMMENDATION:

1. Adopt and waive the second reading of Ordinance C.S. 1398 amending Section 2.24.060 of the Stanislaus County Code to clarify competitive procurement requirements for the purchase of personal property; amending Section 2.24.065 of the Stanislaus County Code to increase the authority of the Purchasing Agent to dispose of surplus County personal property from $1,000 to $5,000; and repealing Section 2.24.100 of the Stanislaus County Code relating to stores accounts.

ATTACHMENT(S):

1. Ordinance C.S. 1398

ORDINANCE NO. C.S. 1398

AN ORDINANCE AMENDING SECTION 2.24.060 OF THE STANISLAUS COUNTY CODE; AMENDING SECTION 2.24.065 OF THE STANISLAUS COUNTY CODE; AND REPEALING SECTION 2.24.100 OF THE STANISLAUS COUNTY CODE

The Board of Supervisors of the County of Stanislaus, State of California, do ordain as follows:

Section 1. Chapter 2, Section 2.24.060 of the Stanislaus County Code is hereby amended to read as follows:

> **"2.24.060. Competitive bids or quotations not required.**
> Except as otherwise provided by ordinance or general law, the purchasing agent may without notice, advertisement, or the securing of competitive bids or quotations, make any purchase of personal property, or do any other thing which he or she is authorized to do in this chapter."

Section 2. Chapter 2, Section 2.24.060 of the Stanislaus County Code is hereby amended to read as follows:

> **"2.24.065. Sale of personal property.**
> The purchasing agent is authorized to sell, trade, trade in, lease, exchange, or otherwise dispose of any personal property belonging to the county which is deemed to be surplus and not required for public use by the county and which has a value of less than five thousand dollars per individual item without prior approval by the board of supervisors. Notwithstanding any other provision of this code, such disposition of surplus property may be made without securing bids or advertising. For disposition of personal property exceeding five thousand dollars per individual item, prior approval from the board of supervisors must be obtained. All proceeds from such sales shall be paid into the county treasury for the use of the county."

Section 3. Chapter 2, Section 2.24.100 of the Stanislaus County Code is repealed entirely.

Section 4. This ordinance shall take effect thirty (30) days from and after the date of its passage and before the expiration of fifteen (15) days after its passage it shall be published once, with the names of the members voting for and against the same, in the Modesto Bee, a newspaper published in the County of Stanislaus, State of California.

Upon motion of Supervisor _____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this ____ day of _____ 2025, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAINING: Supervisors:

Attachment: Ordinance C.S. 1398 (Adopt and Waive Second Reading Ordinance C.S.1398)

Matthew W. Condit
CHAIRMAN OF THE BOARD OF SUPERVISORS
of the County of Stanislaus,
State of California

ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors of the County of Stanislaus, State of California

BY: _____
Deputy Clerk of the Board

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

BY: _____
Thomas E. Boze
County Counsel

Attachment: Ordinance C.S. 1398 (Adopt and Waive Second Reading Ordinance C.S.1398)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Behavioral Health & Recovery Services BOARD AGENDA:5.B.1
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Approval to Accept the California Department of Health Care Services' California Overdose Prevention Network Grant on Behalf of the Stanislaus County Opioid Safety Coalition in the Amount of $200,000 Retroactively for the Term of January 1, 2025 Through August 30, 2027

STAFF RECOMMENDATION:

1. Authorize the Behavioral Health Director, or designee, to accept the California Department of Health Care Services (DHCS) California Overdose Prevention Network (COPN) Grant on behalf of the Stanislaus County Opioid Safety Coalition in the amount of $200,000, retroactively for the term of January 1, 2025, through August 30, 2027.
2. Authorize the Behavioral Health Director, or designee, to sign and execute all related agreements, contracts, amendments, or other documentation required for implementation of the DHCS COPN grant.

DISCUSSION:

As the contracted Behavioral Health Plan (BHP) with the State of California, Behavioral Health and Recovery Services (BHRS) administers Stanislaus County's behavioral health services, providing integrated mental health services to adults and older adults with a serious mental illness (SMI) and to children and youth with a serious emotional disturbance (SED). BHRS also provides substance use disorder (SUD) services for adults and adolescents, supportive services, prevention and early intervention services, and serves as Stanislaus County’s Public Guardian.

In 2018, BHRS and Stanislaus County Health Services Agency / Public Health (HSA) spearheaded the creation of the Stanislaus County Opioid Safety Coalition. The Coalition’s inaugural meeting was held on July 19, 2018. The mission of the Stanislaus County Opioid Safety Coalition is to build a sustainable community of partnerships committed to preventing and reducing opioid misuse & abuse by promoting a culture of wellness through education, prevention, treatment, and recovery support.

From its inception, the Stanislaus County Opioid Safety Coalition is the clearinghouse for opioid prevention awareness education in Stanislaus County, an invaluable resource where professionals and community members could gather to assess needs and gaps, identify goals and objectives, develop strategies and activities, and interpret results and data. BHRS serves as the fiscal lead on behalf of the Coalition, and its activities are overseen by the Coalition’s Executive Team comprised of leaders from BHRS and HSA

providing strategic oversight and direction for the Coalition. The Executive Team meets monthly to ensure alignment with goals and two Executive Team members co-chair the Coalition-wide monthly meetings with an average attendance of 45-65 members. Membership and regular participation include county and city law enforcement, District Attorney, city officials, college and school officials, local office of education, local acute care hospitals, health care providers, pharmacists, EMS providers, fire departments, medical and veterinary societies, SUD treatment facilities, community-based organizations, LBGTQ+IA/2S Collaborative, faith-based organizations, behavioral health, health plans, and concerned citizens, including people who have been personally affected by the opioid crisis (StanHOPE) and clients receiving SUD services.

On October 22, 2024, the California Department of Health Care Services (DHCS), in partnership with the California Overdose Prevention Network (COPN) and the Public Health Institute (PHI), released a Request for Applications (RFA) titled *"Reducing Overdose Deaths in California through Prevention, Treatment, and Harm Reduction Strategies Led by Multi-Sector Coalitions."* The purpose of the RFA is to support local overdose prevention coalitions in reducing overdose deaths from illicitly manufactured fentanyl and other drugs through the implementation of prevention, treatment, and harm reduction strategies.

On behalf of the Stanislaus County Opioid Safety Coalition, Behavioral Health and Recovery Services (BHRS) submitted an application for funding on December 6, 2024. On January 13, 2025, BHRS received a Notice of Award from DHCS in the amount of $200,000 for the grant term of January 1, 2025, through August 30, 2027. PHI will serve as the third-party administrator of the grant on behalf of DHCS.

COPN funding will enable the Stanislaus County Opioid Safety Coalition to carry out the following required objectives:

1. Expand overdose and poisoning prevention education, increase community awareness, and reduce stigma through the implementation of a comprehensive, multi-platform public education campaign of Public Service Announcements that will be shown in movie theaters, on television, and streaming platforms.
2. Improve access to medication assisted treatment (MAT) and recovery services by increasing the number of providers that prescribe MAT.
3. Increase availability of harm reduction resources and services by expanding county-wide distribution of Naloxone, Xylazine Test Strips (XTS), and Fentanyl Test Strips (FTS) through the installation of distribution boxes and by training organizations in the utilization of DHCS' Naloxone Distribution Project.

In addition, the Coalition will address the following optional objectives:

1. Partner with local Emergency Medical Services (EMS) providers to improve access and reduce barriers to in-field MAT induction by creating a baseline report identifying the current number and service locations of EMS providers in Stanislaus County, with and without existing MAT induction services and by increasing the number of active EMS MAT induction providers in Stanislaus County.
2. Conduct educational sessions across K-6, K-8, and K-12 schools to increase youth awareness of fentanyl risks and overdose and poisoning prevention, and

deliver presentations to parent groups through Parent and Family Resource Centers and school-related parent engagement events.

3. Increase outreach and overdose prevention interventions with certain populations (justice-involved, unhoused with behavioral health diagnosis) at the interim housing project, Dignity Village Modesto.
4. Incorporate Behavioral Health prevention, treatment, and/or harm reduction strategies into all BHRS programs by installing harm reduction boxes across all BHRS program locations.

The harm reduction strategy for this grant is limited to the distribution of Naloxone, Xylazine Test Strips, and Fentanyl Test Strips within the county. The strategy does not include any type of needle exchange program.

COPN funding will be used by the Stanislaus County Opioid Safety Coalition for services and supplies necessary to carry out the grant objectives. This includes the purchase of distribution boxes, media campaign services, and speaker fees for continuing medical education training. The Coalition will partner with existing BHRS staff, who will be responsible for overseeing the grants' expenditures, invoicing, and progress reporting to PHI.

The Award Agreement, in the form of a Fixed Price/Deliverables contract for services between BHRS and PHI was received from PHI on April 22, 2025. Upon receipt, BHRS began preparing the report to request the Board of Supervisors' approval of the agreement. Due to internal review delays at the department level, the item was moved to the July 1, 2025, board meeting. Since that time, the Department has implemented an internal review tracker with prompts to ensure the timely processing of staff reports. BHRS requests authority to approve the agreement retroactive to the DHCS-required term of January 1, 2025, through August 30, 2027. No costs have been incurred to date.

POLICY ISSUE:

Per the County’s Grant Policy, County departments are to seek Board approval to accept any new grants or funding agreements, regardless of whether it requires a County General Fund match. Required authorization can be obtained in a scheduled budget cycle or through a separate Board agenda action process. The Board of Supervisors’ authorization is being requested to retroactively accept the funding allocation from the Public Health Institute for the California Overdose Prevention Network grant funding.

FISCAL IMPACT:

The recommendations in this report will authorize the Department to accept COPN grant funds of $200,000 for the grant term of January 1, 2025, through August 30, 2027. Grant funds have not been spent, pending authorization from the board. Funds will be used to cover the cost of supplies, a media campaign, and educational presentations as outlined in the grant budget approved by DHCS and administered by PHI. Appropriations and estimated revenue for the provision of services will be requested as part of the 2026 Adopted Budget and the 2027 Proposed Budget cycles. There is no impact on the County General Fund.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board of Supervisors' priority of *Supporting a Healthy Community* by collaborating with other agencies and stakeholders to support local efforts to reduce the number of opioid and other drug-related poisoning and overdose deaths in Stanislaus County through evidence-based and data-informed programs.

STAFFING IMPACT:

Existing BHRS staff are available to fulfill the grant requirements. There are no additional staffing impacts associated with the approval of this agenda item.

CONTACT PERSON:

Ruben Imperial, Director (209) 525-6222

ATTACHMENT(S):

1. Notice of Award
2. Grant Agreement

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

Michelle Baass | Director

January 13, 2025

THIS LETTER SENT VIA EMAIL

Karen Servas
Administrative Manager
Stanislaus County Opioid Safety Coalition
1601 I St., Ste. 200, 2nd Fl.
Modesto, CA 95354

CALIFORNIA OVERDOSE PREVENTION NETWORK (COPN) STATE OPIOID RESPONSE IV (SOR IV) COALITION FUNDING

Dear Karen Servas,

Thank you for Stanislaus County Opioid Safety Coalition's application for the California Overdose Prevention Network (COPN) State Opioid Response IV (SOR IV) coalition funding project.

Congratulations! This letter serves as your Notice of Award.

The California Department of Health Care Services (DHCS) is pleased to announce that your application for the COPN coalition funding project was approved. Awardees have been selected based on several key variables, including application review scores, geographic location, overdose fatality rates, and population to be served.

Your award amount is for up to $200,000.00 pending updates to your work plan and discussion with the Public Health Institute's (PHI) Center for Health Leadership & Impact (CHLI), which is the administrative entity for the COPN SOR IV coalition funding project on behalf of DHCS. The COPN SOR IV coalition funding is for the period of performance commencing January 1, 2025, through August 30, 2027.

On behalf of DHCS and PHI-CHLI, congratulations on your successful application. **Please confirm acceptance of your coalition's award with CHLI by close of business on January 20, 2025.**

Attachment: Notice of Award (BHRS COPN Grant)

We look forward to working with your organization over the coming years.

If you have any questions, please reach out to copn@healthleadership.org.

Sincerely,

Marlies Perez

Marlies Perez
Division Chief
Community Services Division
Department of Health Care Services

Attachment: Notice of Award (BHRS COPN Grant)

PHI AGREEMENT No. 07093-AR76806

AWARD AGREEMENT

1. This Award Agreement ("Agreement") is entered into between Public Health Institute ("PHI"), as identified in 1 (a), and the Outside Party ("Recipient") identified in 2 (a) named below:		
1 (a). **PUBLIC HEALTH INSTITUTE** 555 12th Street, Suite 600 Oakland, CA, USA 94607 Tel: 510-285-5500		1(b). PHI's AUTHORIZED REPRESENTATIVE Ariel Isaacson Vice President of Operations and Contracts
1(c). PHI's PROGRAM REPRESENTATIVE PHI Ctr for Hlth Ldr Imp PCHLI Karya Lustig Tel: (510) 285-9107 Email: klustig@healthleadership.org	1(d). PHI's ADMINISTRATIVE REPRESENTATIVE Kimberlee Yates Email: kyates@phi.org	1(e). PHI's INVOICES AND PAYMENT CONTACT Any questions, please contact: Annalyn Madariaga amadariaga@healthleadership.org
2 (a). **STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES** c/o Behavioral Health and Recovery Services Address: 1601 I Street, Suite 300 Modesto, CA 95354 Email: CBHRS@stanbhrs.org Tel: 209-525-5377		2 (b). STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES AUTHORIZED REPRESENTATIVE Ruben Imperial, MBA Title: Behavioral Health Director, Stanislaus Email: rimperial@stanbhrs.org Tel: 209-525-6225
3. AGREEMENT NUMBER: 07093-AR76806		
4. PAYMENT TYPE: Fixed Price/Deliverables		
5. TERM OF THIS AWARD AGREEMENT: January 1, 2025 through August 30, 2027		
6. MAXIMUM AMOUNT: $200,000.00		
7. PHI and STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES hereby enter into this Fixed Price/Deliverables Agreement in accordance with the hereto attached Terms and Conditions and hereto attached Exhibits, which together are all incorporated as a single Agreement.		
AUTHORIZED SIGNATORY **PUBLIC HEALTH INSTITUTE**		**AUTHORIZED SIGNATORY** **STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES**
(Signature) (Date)		(Signature) (Date)
Ariel Isaacson		Ruben Imperial, MBA
Vice President of Operations and Contracts		Behavioral Health Director, Stanislaus

STANISLAUS COUNTY
Approved as to form:

Marc Hartley (May 6, 2025 12:26 PDT)

Attachment: Grant Agreement (BHRS COPN Grant)

PHI AGREEMENT No. 07093-AR76806

AWARD AGREEMENT
TERMS AND CONDITIONS

1. **RECITALS**: PHI is the recipient of Prime Award No. 24-40132 dated 9/30/2024 12:00:00 AM from the State of California - Department of Health Care Services that is entitled PHI Ctr for Health Leadership & Impact and Assistance Listing Identification Number (ALIN): 93.566 titled Administration for Children and Families. This Agreement will set forth the terms and conditions for which Recipient shall be obligated, including but not limited to the following: Total Amount of Funds Obligated to Recipient By This Action: $200,000.00; Total (Cumulative) Amount of Funds Obligated to Recipient: $200,000.00; UEI #: JURGKC8EB3X7.

2. **PERIOD OF PERFORMANCE**: The period of performance for work to be performed in accordance with this Agreement will start on January 1, 2025 and end on August 30, 2027, unless otherwise amended per the terms of this Agreement.

3. **PURPOSE:** Recipient will implement the activities and complete the reporting requirements outlined in Exhibit A (Statement of Objectives and Payment Schedule), which is attached and hereby made a part of this Agreement.

4. **TOTAL AMOUNT**: This Agreement is for up to the fixed price amount of $200,000.00 to be paid in accordance with Exhibit A.

5. **BUDGET CONTINGENCY**: It is mutually agreed that if the funding for the current budget period or any subsequent budget periods is reduced or canceled by the State of California - Department of Health Care Services (Funder), PHI shall have the option to either suspend, cancel, or terminate this Agreement, in part or in full, with no liability occurring to PHI, or offer, as may be appropriate, to amend this Agreement to reflect the reduced funding.

6. **USE OF FUNDS**: This Agreement will be used in accordance with Exhibit A. Recipient will obtain prior written approval of PHI to make material changes in program objectives, implementation strategy, key personnel, or timetable. Requests will be made in writing. Recipient will comply with the Funder's additional requirements, as outlined in Exhibit B (PHI's Prime Award Terms & Conditions).

7. **PAYMENT AND INVOICING**

   A. PAYMENT: Recipient will invoice PHI for services rendered in accordance with Exhibit A. Subject to any Budget Contingency clause of this Agreement, the amounts payable for each fiscal year, if applicable, will be identified in Exhibit A. All costs for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP) used by the Financial Accounting Standards Board (FASB).

   Upon approval of Recipient's invoices by the PHI's Program Representative listed on page 1, PHI will pay Recipient, in arrears, the total fixed price amount specified above. The average time to receive payment is approximately thirty (30) days to allow time for processing by the PHI program and PHI's Accounts Payable.

   B. INVOICING: In order to be paid, all invoices shall include the following information:

      1. Indicate the "Public Health Institute" name as shown on the Agreement;

      2. Include the PHI Agreement Number;

Attachment: Grant Agreement (BHRS COPN Grant)

AWARD AGREEMENT

3. Identify the billing and/or performance period covered by the invoice and provide a description of deliverables completed and payment amount for those deliverables for the same period;
4. Provide Recipient's invoice contact, telephone number and/or email address;
5. Be prepared in accordance with the approved payment schedule identified in Exhibit A; and
6. Be certified in ink, by an electronically scanned copy of a signature, or by verifiable electronic signature (e.g., DocuSign, Adobe, etc.) by the Recipient's Authorized Representative (or designee).
7. A copy of the invoice/detailed transaction ledger shall be certified in ink or by an electronically scanned copy of a signature by the Recipient's Authorized Representative (or designee) for the amount invoiced, with the following statement: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate, and that the milestone and/or deliverable reported in this form was successfully completed as described above. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." This certified document may be transmitted electronically to the PHI Invoices and Payment Contact.
8. Recipient shall submit the final invoice to PHI no later than thirty (30) calendar days after the end date of the Agreement. PHI will have no obligation to pay Recipient for invoices submitted more than thirty (30) calendar days after the date of expiration of the end date, or Budget Period if applicable, for this Agreement.
9. Invoices must be submitted directly to the PHI Invoices and Payment Contact listed on page 1.

8. **RECORD RETENTION**: Recipient will preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this Agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 2 CFR §200.334. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained. Recipient will comply with the Funder's additional requirements, as outlined in Exhibit B (PHI's Prime Award Terms & Conditions).
9. **AUDIT FILING COMPLIANCE:** Recipient will comply with the federal audit requirements of 2 CFR 200, Subpart F, 200.501, if applicable, including providing a copy of its reporting package to PHI if required by the circular. Recipient will take appropriate and timely action to follow up and correct all audit findings. Recipient will comply with the Funder's additional requirements, as outlined in Exhibit B (PHI's Prime Award Terms & Conditions).
10. **FFATA REPORTING**: Recipient will furnish its Unique Entity Identifier (UEI) number to PHI and Recipient will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, "Reporting Subaward and Executive Compensation Information."

Attachment: Grant Agreement (BHRS COPN Grant)

AWARD AGREEMENT

11. **COPYRIGHT:** Any work product, including, without limitation, any trade secret, copyright, patent, trademark, or other intellectual property, that the Recipient creates or helps create in performing services under this Agreement will be, and are hereby assigned to the Funder as its sole and exclusive property. If requested by PHI, Recipient will assist PHI, at its expense, during and after the expiration or termination of this Agreement, to obtain and enforce copyright and other protections for these works. Recipient will comply with the Funder's additional requirements, as outlined in Exhibit B (PHI's Prime Award Terms & Conditions).

12. **RIGHTS IN DATA**: PHI shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Recipient in the direct performance of this Agreement for educational and research purposes only and Funder shall have the rights set forth in 45 CFR § 75.322 or 2 CFR §200.315(d), as applicable.

13. **ACKNOWLEDGMENT:** Recipient will acknowledge this financial support as follows: "Funding is provided by PHI Ctr for Hlth Ldr Imp PCHLI, a program of the Public Health Institute, through funding from State of California - Department of Health Care Services."

14. **INDEPENDENT CONTRACTOR**: Recipient is an independent contractor, not an employee of PHI or Funder, if applicable. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. Recipient agrees that it is ineligible for PHI employee benefits and is exclusively responsible for income tax payments, social security, and any and all employment benefits, including but not limited to unemployment insurance and worker's compensation insurance.

15. **CONFIDENTIALITY**: Recipient will hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Recipient by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked "Confidential" and will be sent to Recipient's Authorized Representative. If not marked, information shall be considered "Confidential Information" if a person knowledgeable in the relevant field would conclude from the nature of the information and the circumstances of disclosure that it is the confidential or proprietary property of PHI. Confidential Information shall also include any portions thereof contained in analyses, complications, studies, notes and other material prepared by or in the possession or control of Recipient as is specified in this definition. Recipient will incorporate the requirements of this clause in all lower tier agreements, if applicable. Recipient will comply with the Funder's additional requirements, as outlined in Exhibit B (PHI's Prime Award Terms & Conditions).

16. **PUBLICATIONS:** Recipient will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Recipient will send to PHI copies of all papers, manuscripts and other materials produced that are related to this Agreement. Recipient will incorporate the requirements of this clause in all lower tier agreements. Recipient will comply with the Funder's additional requirements, as outlined in Exhibit B (PHI's Prime Award Terms & Conditions).

17. **USE OF NAME:** Neither party will use the other party's name, trade name, trademark, designations, or other logos in any advertisements, press releases, in connection with any products or promotions, marketing materials, or other publicity without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of

Attachment: Grant Agreement (BHRS COPN Grant)

this Agreement to satisfy any reporting and funding obligations, or as required by applicable law or regulation, without written permission from the other party. In any such statement, the relationship of the parties shall be accurately described.

18. **INDEMNIFICATION**: Each party will indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Recipient agrees to indemnify, defend and hold harmless Funder, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional or willful misconduct, grossly negligent act, or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.

19. **INSURANCE AND LICENSES**: Recipient will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Recipient's domicile, and all other appropriate governmental agencies. Recipient's failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this Agreement and may constitute grounds for PHI's termination. Recipient will provide PHI with a copy of insurance upon request. Recipient will comply with the Funder's additional requirements, as outlined in Exhibit B (PHI's Prime Award Terms & Conditions).

20. **LIMITATION OF LIABILITY:** To the maximum extent permitted by law, in no event will either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind, lost goodwill, lost profits, lost business, or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

21. **NON-DISCRIMINATION:** As applicable to this Agreement, Recipient shall comply with:

    A. Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

    B. 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    C. 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).

    D. The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended

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(29 USC § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 USC § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codify Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Recipient shall incorporate the requirements of this clause in all nonexempt lower tier agreements.

22. **INCORPORATION BY REFERENCE**: All provisions of the prime award issued by Funder that are applicable to this Agreement are hereby incorporated by reference in Exhibit B (PHI's Prime Award Terms & Conditions) and Recipient will comply with them in all respects. Recipient expressly waives any right to further notification or explanation of prime award provisions. If any of the prime award provisions directly and irreconcilably conflict with any other provisions of this Agreement, the prime award will take precedence. Recipient will incorporate the requirements of this section into lower tier agreements.

23. **FEDERAL RESEARCH PROVISIONS:**

A. MISCONDUCT IN SCIENCE: Recipient certifies that it has established administrative policies relating to misconduct in science that comply with 42 CFR Part 93 and further certifies that it will comply with those policies and the requirements of the regulations.

B. RIGHTS TO INVENTION: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

C. CONFLICT OF INTEREST: Recipient certifies that it maintains an appropriate, written enforced policy on conflict of interest that complies with 42 CFR part 50, Subpart F, and further certifies that it will comply with that policy and the requirements of the regulations. Recipient shall report any financial conflict of interest to PHI's Administrative Representative. Any financial conflicts of interest identified shall subsequently be reported to the funder. Such report shall be made before expenditure of funds authorized in this Agreement and within 45 days of any subsequently identified financial conflict of interest. Reports of financial conflicts of interest shall include the information listed in 42 CFR 50.605(b)(3). Recipient shall report to the PHI's Administrative Representative within 45 days when a financial conflict of interest no longer exists. Recipient shall report to the PHI's Administrative Representative within 90 days of learning of noncompliance requiring retrospective review if bias was identified. The report shall include the information listed in 42 CFR 50.605(a)(3)(B) (1)-(9).

D. PROTECTION OF HUMAN SUBJECTS: Recipient certifies that it will comply with the applicable requirements of 45 CFR Part 46, including filing all required assurances and certifications.

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E. HUMAN SUBJECTS EDUCATION: Recipient certifies that all key personnel who are involved in the design and conduct of research involving human subjects under this Agreement have completed the HHS computer-based training in the protection of human research participants (https://www.hhs.gov/ohrp/education-and-outreach/human-research-protection-training/index.html) or a comparable program, and Recipient agrees to provide documentation thereof to PHI.

24. **ASSURANCE OF COMPLIANCE:** Recipient certifies that it will comply with all applicable federal statutes, regulations, and policies (including income tax regulations), and all applicable state and local laws and ordinances. In addition, Recipient represents that it has an Assurance of Compliance with the following statutes on file with the HHS Office of Civil Rights:

    A. Title VI of the Civil Rights Act of 1964;

    B. Section 504 of the Rehabilitation Act of 1973;

    C. Title IX of the Education Amendments of 1972;

    D. Age Discrimination Act of 1975;

    E. Animal Welfare: all Subrecipient organizations are required to comply, as applicable, with the regulations (9CFR, Subchapter A) issued by the U.S. Department of Agriculture under the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and other Federal statutes and regulations relating to animals;

    F. Drug Free Workplace: the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et. Seq.) requires all organizations receiving awards from any Federal agency agree to maintain a drug-free workplace;

    G. Inclusiveness of Women and Minorities in Research Design. Supported Clinical research must conform to the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research in accord with section 492B of the PHS Act, added by the NIH Revitalization Act of 1993;

    H. Section 1557 of the Affordable Care Act;

    I. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175;

    J. Byrd Anti-Lobbying Amendment (31 USC 1352);

    K. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E); and

    L. Alien Ineligibility Certification. By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.).

25. **CLEAN AIR AND WATER**: Recipient will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C 1251 et seq.). Violations will be reported to HHS and the appropriate Environmental Protection Agency Regional Office.

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26. **LOBBYING**: If this Agreement exceeds $100,000, Recipient certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Recipient will complete and submit to PHI OMB Standard Form LLL "Disclosure of Lobbying Activities." Recipient will incorporate the requirements of this clause in all nonexempt lower tier agreements and require Recipient to certify and disclose to it, and forward their disclosures to PHI.

27. **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**: Recipient shall comply with all applicable standards, orders or regulations issued, and as amended, under 48 CFR § 52.204-25 ("Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment") and 2 CFR § 200.216 ("Prohibition on certain telecommunications and video surveillance services or equipment"), as applicable.

28. **TRAFFICKING IN PERSONS**: This Agreement is subject to requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). Recipient must comply with the applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of Recipient or individuals defined as "employees" of Recipient. The details of Recipient's obligations regarding prohibited conduct related to trafficking in persons can be found in 22 USC 7104 and FAR 52.222-50, as applicable, which are incorporated by reference. Recipient must inform PHI immediately of any information Recipient receives from any source alleging a violation of a prohibited conduct outlined in this award term. Failure to abide by the requirements of 22 USC 7104 and FAR 52.222-50, as applicable, may result in the termination of this Agreement. Recipient shall incorporate the requirements of this clause in all lower tier agreements.

29. **DEBARMENT CERTIFICATION**: Recipient certifies by signing this Agreement that neither it nor its principals (including personnel) participating directly or indirectly in the performance of this project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as specified in 2 CFR 376. Recipient certifies that it is not listed as debarred or suspended in www.sam.gov. Recipient will incorporate the requirements of this section in all non-exempt lower tier agreements. Recipient will notify PHI should its status herein change. Recipient will query www.sam.gov for all non-exempt lower tier covered transactions.

    By signing this Agreement, the Recipient certifies to the best of its knowledge and belief, that it and its principals:

    A. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false

claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty; and

B. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

C. Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.

D. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R .part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

E. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If the Recipient is unable to certify to any of the statements in this certification, the Recipient must submit an explanation to the Funder. If the Recipient knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

30. **NONDELINQUENCY ON FEDERAL DEBT**: Recipient represents to the best of its knowledge that it is not delinquent in repaying any federal debt.

31. **EXECUTIVE ORDER:** Recipient is required to comply with the Governor of California's Executive Order N-6-22 (found at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding sanctions in response to Russian aggression in Ukraine. Compliance with the EO includes, but is not limited to, compliance with the federal executive orders identified in Executive Order 14065 and the sanctions identified on the United States Department of Treasury website (found at https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). This clause shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and subawards, etc.). Recipient shall incorporate the contents of this clause into each lower tier transaction.

32. **RESTRICTION ON THE USE OF GENERATIVE AI**: Recipient will not, without the prior written consent of the PHI authorized signatory, use any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models (“Generative AI”), including, but not limited to, Chat GPT, Google BARD, etc., directly or indirectly in the performance of this Agreement or in the creation of, or otherwise incorporated into, any work under this Agreement. Consistent with this requirement, Recipient is specifically prohibited from using Generative AI to analyze, process, or store any information proprietary to the PHI without prior written consent. Recipient represents and warrants that all reports, deliverables and any other information provided under this Agreement will be the result of Recipient's independent, original efforts without any unapproved Generative AI assistance, and will not incorporate, or be based upon, any output or

AWARD AGREEMENT

contribution generated by Recipient or to the knowledge of Recipient, in whole or in part, through use of Generative AI.

33. **APPLICABILITY TO LOWER-TIER VENDORS AND SUPPLIERS**: Recipient will require its subcontractors, suppliers, employees, consultants, and agents to comply with all applicable provisions of this Agreement.

34. **TERMINATION**: PHI may suspend or terminate this Agreement at any time by giving written notice of suspension or termination to Recipient if the prime award is suspended or terminated in whole or in relevant part. If Recipient materially fails to comply with, or materially breaches, any of the terms and conditions of this Agreement, PHI may provide written notice of the breach and Recipient shall have ten (10) business days within which to remedy the breach. If Recipient fails to remedy the breach within such period, the Agreement automatically shall terminate upon the expiration of the ten (10) day cure period. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. If Recipient sends or receives a notice of suspension or termination, Recipient will cancel as many outstanding obligations as possible, and will provide a full accounting of all non-cancellable obligations for PHI's review and approval. On the date of suspension or termination, Recipient will stop work and Recipient will not incur any new obligations.

35. **STANDARD TERMS AND CONDITIONS**

    A. **REPRESENTATIONS:** Recipient represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.

    B. **EXCUSABLE DELAY:** If Recipient is delayed in the performance of its obligations by reason of power failure, acts of government, or acts of God, or other reasons or causes beyond Recipient's reasonable control, Recipient provides prompt notice to PHI of the nature and circumstances of the delay, and if agreed to in writing by the Parties, performance may be, at PHI's sole discretion, excused for the period of delay and the Agreement may be extended for a period equivalent to the delay.

    C. **INTERFERING CONDITIONS:** Recipient will promptly notify PHI of any condition that might interfere with this Agreement. Notification will not relieve Recipient of any responsibilities hereunder.

    D. **WHISTLEBLOWER:** Recipient and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9 or 2 CFR 200.217, as applicable. The Recipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712. The Recipient will insert the substance of this clause in all lower tier agreements over the simplified acquisition threshold.

    E. **COMPLIANCE WITH LAW:** Recipient will comply with all relevant state and federal statutes and regulations.

    F. **GOVERNING LAW:** The validity, construction, and effect of this Agreement will be governed by the laws of the United States of America and the State of California.

Attachment: Grant Agreement (BHRS COPN Grant)

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G. **SEVERABILITY:** If any provision of this Agreement is held in conflict with law, the validity of the remaining provisions will not be affected.

H. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.

I. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Agreement, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.

J. **TRADEMARKS**: Neither party will use the name, trade name, trademark or other designation of the other party or its affiliates in connection with any products, promotion or advertising without the prior written permission of the other party.

K. **WARRANTY**: PHI makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the results will not infringe any patent, copyright or trademark or other rights.

L. **NON-ASSIGNMENT**: This Agreement is not assignable by Recipient without the prior written consent of PHI Authorized Representative.

M. **SURVIVAL OF OBLIGATIONS**: Expiration or termination of this Agreement will not extinguish any previously-accrued rights or obligations of the parties.

N. **NOTICES**: Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Recipient's Authorized Representative named on the cover page of this Agreement.

O. **ENTIRE AGREEMENT**: This is the entire Agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

P. **AUTHORIZATION**: Recipient represents and warrants that they are fully authorized and empowered to enter into this Agreement and that the performance of the obligations under this Agreement will not violate any agreement between Recipient and any other person, firm, or organization.

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PHI AGREEMENT No. 07093-AR76806

AWARD AGREEMENT

EXHIBIT A
STATEMENT OF OBJECTIVES and PAYMENT SCHEDULE

SEE ATTACHED

EXHIBIT B
PHI'S PRIME AWARD TERMS & CONDITIONS

SEE ATTACHED

Attachment: Grant Agreement (BHRS COPN Grant)

EXHIBIT A
STATEMENT OF OBJECTIVES and PAYMENT SCHEDULE

Year	Months	Objectives	Payment	Total	Estimated Payment Date
Yr 1 - 1/1/25-6/30/25	Jan 1-Mar 31, 2025	Submit quarterly report by designated deadline	$ 9,090.91	18181.82	Apr 2025
		Participate in learning group call with other funded coalitions led by the COPN Impact Coach	$ 9,090.91		
	Apr 1-Jun 30, 2025	Submit quarterly report by designated deadline outlining progress on performance objectives and upload documentation of deliverables listed in coalition workplan	$ 6,060.61	18,181.82	Jul 2025
		Participate in a minimum of two (2) monthly learning group calls per quarter with other funded coalitions led by the COPN Impact Coach	$ 6,060.61		
		Attend biannual check-in call with COPN staff to discuss progress on workplan and requests for additional resources	$ 6,060.61		
		Year 1 Total Payment:		**$36,363.64**	
		Submit quarterly report by designated deadline outlining progress on performance objectives and upload documentation of deliverables listed in coalition workplan	$ 6,060.61		
		Participate in a minimum of two (2) monthly learning group calls per quarter with other funded coalitions led by the COPN Impact Coach	$ 6,060.61		
		Achieve >80% of total performance measure targets below:	$ 6,060.61		
		1) By August 30, 2025, Stanislaus County Opioid Safety Coalition will: expand overdose prevention education, increase community awareness, and reduce stigma through the implementation of a comprehensive, multi-platform public education campaign of PSAs that will gather social media impressions and have been shown in movie theaters. i. 142,857 ad airings and impressions across television, streaming platforms, and theaters ii. 7 movie theater screens and showings that featured PSAs during the campaign period			
		2) By August 30, 2025, Stanislaus County Opioid Safety Coalition will: improve access and reduce barriers to MAT and recovery services by increasing the number of providers that ii. 5% increase in number of active MAT prescribers in Stanislaus County			
		3) By August 30, 2025, Stanislaus County Opioid Safety Coalition will: increase availability of harm reduction resources and services through improved distribution of Naloxone and Fentanyl Test Strips (FTS) countywide, through installing Naloxone and Fentanyl Test Strip (FTS) distribution boxes and training organizations in utilization of DHCS NDP. i. 7 Naloxone and Fentanyl Test Strip (FTS) distribution boxes installed			

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	Jul 1-Sep 30, 2025	ii. 1 organization trained in utilization of DHCS NDP 4) By August 30, 2025, Stanislaus County Opioid Safety Coalition will: partner with local EMS providers to improve access and reduce barriers to in-field MAT induction by increasing the number of active EMS MAT induction providers in Stanislaus County. ii.5% increase in the number of active EMS MAT induction providers in Stanislaus County 5) By August 30, 2025, Stanislaus County Opioid Safety Coalition will: expand current youth prevention, treatment, and/or harm reduction strategies to increase fentanyl education county-wide by conducting educational sessions across K-6, K-8, and K-12 schools and delivering presentations to parent groups through Parent and Family Resource Centers and school-related parent engagement events.		18,181.82	Oct 2025
Yr 2 - 7/1/25-6/30/26		i. 7 educational sessions across K-6, K-8, and K-12 schools conducted ii. 2 presentations delivered to parent groups through Parent and Family Resource Centers and school-related parent engagement events 6) By August 30, 2025, Stanislaus County Opioid Safety Coalition will: increase outreach and overdose prevention interventions with certain populations (justice involved, unhoused with behavioral health diagnosis) at the interim housing project, Dignity Village Modesto. i. 6 residents receiving overdose & poisoning prevention education sessions for Dignity Village Modesto residents ii. 214 combined doses of Naloxone and FTS distributed to Dignity Village Modesto residents 7) By August 30, 2025, Stanislaus County Opioid Safety Coalition will: incorporate Behavioral Health prevention, treatment, and/or harm reduction strategies into all Behavioral Health and Recovery Services (BHRS) programs by conducting outreach and education sessions with BHRS programs and installing harm reduction boxes across all BHRS program locations i. 50% of BHRS programs had outreach and educational sessions offered ii. 6 harm reduction boxes installed across all BHRS program locations			
	Oct 1-Dec 31, 2025	Submit quarterly report by designated deadline outlining progress on performance objectives and upload documentation of deliverables listed in coalition workplan	$ 6,060.61	18,181.82	Jan 2026
		Participate in a minimum of two (2) monthly learning group calls per quarter with other funded coalitions led by the COPN Impact Coach	$ 6,060.61		

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	Attend biannual check-in call with COPN staff to discuss progress on workplan and requests for additional resources	$ 6,060.61		
Jan 1-Mar 31, 2026	Submit quarterly report by designated deadline outlining progress on performance objectives and upload documentation of deliverables listed in coalition workplan	$ 9,090.91	18,181.82	Apr 2026
	Participate in a minimum of two (2) monthly learning group calls per quarter with other funded coalitions led by the COPN Impact Coach	$ 9,090.91		
Apr 1-Jun 30, 2026	Submit quarterly report by designated deadline outlining progress on performance objectives and upload documentation of deliverables listed in coalition workplan	$ 6,060.61	18,181.82	Jul 2026
	Participate in a minimum of two (2) monthly learning group calls per quarter with other funded coalitions led by the COPN Impact Coach	$ 6,060.61		
	Attend biannual check-in call with COPN staff to discuss progress on workplan and requests for additional resources	$ 6,060.61		
	Year 2 Total Payment:		**$72,727.28**	
	Submit quarterly report by designated deadline outlining progress on performance objectives and upload documentation of deliverables listed in coalition workplan	$ 6,060.61		
	Participate in a minimum of two (2) monthly learning group calls per quarter with other funded coalitions led by the COPN Impact Coach	$ 6,060.61		
	Achieve >80% of total performance measure targets below:	$ 6,060.61		
	1) By August 30, 2026, Stanislaus County Opioid Safety Coalition will: expand overdose prevention education, increase community awareness, and reduce stigma through the implementation of a comprehensive, multi-platform public education campaign of PSAs that will gather social media impressions and have been shown in movie theaters. i. 571,428 total ad airings and impressions across television, streaming platforms, and theaters ii. 31 total movie theater screens and showings that featured PSAs during the campaign period 2) By August 30, 2026, Stanislaus County Opioid Safety Coalition will: improve access and reduce barriers to MAT and recovery services by increasing the number of providers that prescribe MAT. i. One complete Baseline Report identifying current number, locations, and patient capacity of MAT prescribers in Stanislaus County. ii. 11% increase in number of active MAT prescribers in Stanislaus County			

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Yr 3 - 7/1/26-6/30/27	Jul 1-Sep 30, 2026	3) By August 30, 2026, Stanislaus County Opioid Safety Coalition will: increase availability of harm reduction resources and services through improved distribution of Naloxone and Fentanyl Test Strips (FTS) countywide, through installing Naloxone and Fentanyl Test Strip (FTS) distribution boxes and training organizations in utilization of DHCS NDP. i. 14 total Naloxone and Fentanyl Test Strip (FTS) distribution boxes installed ii. 5 total organizations trained in utilization of DHCS NDP 4) By August 30, 2026, Stanislaus County Opioid Safety Coalition will: partner with local EMS providers to improve access and reduce barriers to in-field MAT induction by creating a baseline report identifying the current number and service locations of EMS providers in Stanislaus County, with and without existing MAT induction services and by increasing the number of active EMS MAT induction providers in Stanislaus County. i. 1 baseline report identifying the current number and service locations of EMS providers in Stanislaus County, with and without existing MAT induction services ii. 20% increase in the number of active EMS MAT induction providers in Stanislaus County 5) By August 30, 2026, Stanislaus County Opioid Safety Coalition will: expand current youth prevention, treatment, and/or harm reduction strategies to increase fentanyl education county-wide by conducting educational sessions across K-6, K-8, and K-12 schools and delivering presentations to parent groups through Parent and Family Resource Centers and school-related parent engagement events. i. 28 total educational sessions across K-6, K-8, and K-12 schools conducted ii. 11 total presentations delivered to parent groups through Parent and Family Resource Centers and school-related parent engagement events 6) By August 30, 2026, Stanislaus County Opioid Safety Coalition will: increase outreach and overdose prevention interventions with certain populations (justice involved, unhoused with behavioral health diagnosis) at the interim housing project, Dignity Village Modesto. i. 24 total residents receiving overdose & poisoning prevention education sessions for Dignity Village Modesto residents ii. 857 combined doses of Naloxone and FTS distributed to Dignity Village Modesto residents		18,181.82	Oct 2026	

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	7) By August 30, 2026, Stanislaus County Opioid Safety Coalition will: incorporate Behavioral Health prevention, treatment, and/or harm reduction strategies into all Behavioral Health and Recovery Services (BHRS) programs by conducting outreach and education sessions with BHRS programs and installing harm reduction boxes across all BHRS program locations. i. 100% of BHRS programs had outreach and educational sessions offered ii. 25 total harm reduction boxes installed across all BHRS program locations			
Oct 1-Dec 31, 2026	Submit quarterly report by designated deadline outlining progress on performance objectives and upload documentation of deliverables listed in coalition workplan	$ 6,060.61	18,181.82	Jan 2027
	Participate in a minimum of two (2) monthly learning group calls per quarter with other funded coalitions led by the COPN Impact Coach	$ 6,060.61		
	Attend biannual check-in call with COPN staff to discuss progress on workplan and requests for additional resources	$ 6,060.61		
Jan 1-Mar 30, 2027	Submit quarterly report by designated deadline outlining progress on performance objectives and upload documentation of deliverables listed in coalition workplan	$ 9,090.91	18,181.82	Apr 2027
	Participate in a minimum of two (2) monthly learning group calls per quarter with other funded coalitions led by the COPN Impact Coach	$ 9,090.91		
Apr 1-Jun 30, 2027	Submit quarterly report by designated deadline outlining progress on performance objectives and upload documentation of deliverables listed in coalition workplan	$ 6,060.61	18,181.82	Jul 2027
	Participate in a minimum of two (2) monthly learning group calls per quarter with other funded coalitions led by the COPN Impact Coach	$ 6,060.61		
	Attend biannual check-in call with COPN staff to discuss progress on workplan and requests for additional resources	$ 6,060.61		
	Year 3 Total Payment:		**$72,727.28**	
	Submit quarterly report by designated deadline outlining progress on performance objectives and upload documentation of deliverables listed in coalition workplan	$ 6,060.60		
	Participate in a minimum of two (2) monthly learning group calls per quarter with other funded coalitions led by the COPN Impact Coach	$ 6,060.60		
	Achieve >80% of total performance measure targets below:	$ 6,060.60		

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		1) By August 30, 2027, Stanislaus County Opioid Safety Coalition will: expand overdose prevention education, increase community awareness, and reduce stigma through the implementation of a comprehensive, multi-platform public education campaign of PSAs that will gather social media impressions and have been shown in movie theaters. i. 1,000,000 total ad airings and impressions across television, streaming platforms, and theaters ii. 55 total movie theater screens and showings that featured PSAs during the campaign period 2) By August 30, 2027, Stanislaus County Opioid Safety Coalition will: improve access and reduce barriers to MAT and recovery services by increasing the number of providers that prescribe MAT. i. One complete Baseline Report identifying current number, locations, and patient capacity of MAT prescribers in Stanislaus Count ii. 20% increase in number of active MAT prescribers in Stanislaus County 3) By August 30, 2027, Stanislaus County Opioid Safety Coalition will: increase availability of harm reduction resources and services through improved distribution of Naloxone and Fentanyl Test Strips (FTS) countywide, through installing Naloxone and Fentanyl Test Strip (FTS) distribution boxes and training organizations in utilization of DHCS NDP. i. 14 total Naloxone and Fentanyl Test Strip (FTS) distribution boxes installed ii. 10 total organizations trained in utilization of DHCS NDP 4) By August 30, 2027, Stanislaus County Opioid Safety Coalition will: partner with local EMS providers to improve access and reduce barriers to in-field MAT induction by creating a baseline report identifying the current number and service locations of EMS providers in Stanislaus County, with and without existing MAT induction services and by increasing the number of active EMS MAT induction providers in Stanislaus County. i. 1 baseline report identifying the current number and service locations of EMS providers in Stanislaus County, with and without existing MAT induction services ii. 20% increase total in the number of active EMS MAT induction providers in Stanislaus County			
Yr 4 - 7/1/27-8/30/27	Jul 1-Aug 30, 2027			18,181.80	Sept 2027	

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		5) By August 30, 2027, Stanislaus County Opioid Safety Coalition will: expand current youth prevention, treatment, and/or harm reduction strategies to increase fentanyl education county-wide by conducting educational sessions across K-6, K-8, and K-12 schools and delivering presentations to parent groups through Parent and Family Resource Centers and school-related parent engagement events. i. 50 total educational sessions across K-6, K-8, and K-12 schools conducted ii. 20 total presentations delivered to parent groups through Parent and Family Resource Centers and school-related parent engagement events 6) By August 30, 2027, Stanislaus County Opioid Safety Coalition will: increase outreach and overdose prevention interventions with certain populations (justice involved, unhoused with behavioral health diagnosis) at the interim housing project, Dignity Village Modesto. i. 42 residents receiving overdose & poisoning prevention education sessions for Dignity Village Modesto residents ii. 1500 combined doses of Naloxone and FTS distributed to Dignity Village Modesto residents 7) By August 30, 2027, Stanislaus County Opioid Safety Coalition will: incorporate Behavioral Health prevention, treatment, and/or harm reduction strategies into all Behavioral Health and Recovery Services (BHRS) programs by conducting outreach and education sessions with BHRS programs and installing harm reduction boxes across all BHRS program locations. i. 100% of BHRS programs had outreach and educational sessions offered ii. 25 total harm reduction boxes installed across all BHRS program locations			
		Year 4 Total Payment:		**$18,181.80**	
		Year 1-4 Total Payment:		**$200,000.00**	

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EXHIBIT B
PHI's PRIME AWARD TERMS & CONDITIONS

Funding Guidelines:

1. Contractor agrees expenditures must adhere to the following guidelines:
   A. Expenditures must be tied to, and for the purposes of, the State Opioid Response Project.
   B. Expenditures must be used for allowable activities and costs as outlined in this Agreement and the following:
      i. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
      ii. SAMHSA Standard Terms and Conditions.
      iii. DHCS SOR IV Allowable Cost Fact Sheet.
   C. A provider organization for direct client services (mental health/substance use disorder prevention, treatment, and recovery supports) appropriate to the award must be involved in the project. The provider may be the applicant or another organization. More than one provider organization may be involved.
   D. A mental health/substance use disorder prevention, treatment, and recovery support provider organization (which may include the applicant and any partners) must have at least two years of experience (as of the due date of the application) providing relevant services. Official documents must establish that the organization has provided relevant services for the last two years.
   E. A mental health/substance use disorder prevention, treatment, or recovery support provider organization must be in compliance with all applicable local (city, county) and state licensing, accreditation, and certification requirements, as of the due date of the application.
   F. Expenditures must be reasonable in light of the services or goods provided.
   G. Expenditures must be substantiated by invoices, receipts, pay records, checks, and other appropriate documentation; and
   H. All invoices related to this contract must be submitted to PHI within thirty (30) days of the date of service.

2. Contractor shall not use any grant funds made available under this Agreement to:
   A. Pay for any contingency management treatment activities.
   B. Pay for any lease beyond the State Opioid Response Project period or prepay any other expense beyond the Project period.
   C. Pay for patient housing.
   D. Pay for cleaning supplies, and hand sanitizers as personal protective equipment.
   E. Pay for telehealth equipment for use by clients or patients.
   F. Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision (expansion or enhancement of existing residential services is permissible).
   G. Make direct payments to individuals to induce them to enter prevention or treatment services. However, SAMHSA grant funds may be used for non-clinical support services (e.g., bus tokens, childcare) designed to improve access and retention in prevention and treatment programs.
   H. Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. Meals are generally unallowable unless specifically stated as an allowable expense in the Notice of Funding Opportunity. Grant funds may be used for light snacks, not to exceed $10.00 per person per day.
   I. The cost of food or meals are unallowable, even if they are considered an integral part of a conference or gathering.
   J. Please reference SOR IV Allowable Cost Sheet for additional guidance on unallowable costs.

3. Grant funds shall not be used for services that can be paid through other accessible sources of funding, such as Title XIX of the Social Security Act, other federal discretionary and formula grant funds, non-federal funds, third party insurance, and sliding scale self-pay, among others.
4. Grant funds made available under this Agreement shall not be utilized to pay for services covered by Medi-Cal for individuals who qualify for Medi-Cal but do not apply. The Contractor must implement policies and procedures that ensure other sources of funding (such as Medicare, Medicaid, private insurance, etc.) are used

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first when available for that individual. Policies and procedures must also be in place to determine affordability and insurance coverage for individuals seeking services. Grant award funds for payment of services may be used for individuals who are not covered by public or other health insurance programs. The Contractor must also assist eligible uninsured clients with applying for health insurance. If appropriate, consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services). The Contractor shall provide written policy and procedures to PHI for review within 90 days from contract execution.

5. Grant funds shall not supplant current funding of existing activities program income revenue generated by providing services must first be used to pay for programmatic expenses related to proposed grant activities.
6. Grant funds allocated under this contract must be expended within each budget year.
7. The Contractor is responsible for ensuring that all expenditures are made in compliance with the budget and timelines set forth in this contract.

Federal Equal Opportunity Requirements
(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, PHI and Funder, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs, Funder or PHI may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by Funder or PHI, the Contractor may request in writing to Funder or PHI, who, in turn, may request the United States to enter into such litigation to protect the interests of PHI and Funder and of the United States.

Records and Record Keeping

1. The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.

2. SAMHSA, the Inspector General, the Comptroller General, Funder and PHI, or any of its authorized representatives, have the right to access any documents, papers, or other records of the Contractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the requested documents.

3. The right to access records is not limited to the required retention period (three years) but lasts as long as the records are retained by the Contractor.

Monitoring and Audits

1. The Contractor shall be subject to monitoring by Funder or PHI for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection and auditing of the Contractor's management procedures, books, and records, as Funder or PHI deems appropriate. Funder or PHI may conduct monitoring activities at any time during the Contractor's normal business hours.

2. Funder or PHI shall conduct a review of the Contractor's records to determine if any of the claimed expenditures were an improper use of grant funds.

3. The Contractor's refusal to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for Funder or PHI to complete its monitoring and auditing activities constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate the Agreement for cause.

4. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld will be recovered by Funder or PHI by one of the following options:
   A. Contractor's remittance to Funder or PHI of the full amount of the audit exception within 30 days following Funder or PHI's request for repayment; or
   B. A repayment schedule that is agreeable to both Funder, PHI and the Contractor.

5. Funder or PHI reserve the right to select which option to employ, and Funder or PHI will notify the Contractor in writing of the claim procedure to be utilized.

6. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of Funder or PHI's demand for repayment.

7. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to Funder or PHI, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of Funder or PHI's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Contractor Non-Compliance

1. If the Contractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, DHCS may impose additional conditions on the sub-award, including:
   A. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period.
   B. Requiring additional or more detailed financial reports.
   C. Requiring technical or management assistance; and/or
   D. Establishing additional prior approvals.

2. If DHCS determines that the Contractor's noncompliance cannot be remedied by imposing additional conditions, DHCS may take one or more of the following actions:
   A. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
   B. Disallow all or part of the cost of the activity or action not in compliance.
   C. Wholly or partly suspend the award activities or terminate the Contractor's subaward.
   D. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
   E. Withhold further Federal awards.
   F. Take other remedies that may be legally available.

Federal Equal Opportunity Requirements

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, PHI and Funder, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal

Attachment: Grant Agreement (BHRS COPN Grant)

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs, Funder or PHI may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by Funder or PHI, the Contractor may request in writing to Funder or PHI, who, in turn, may request the United States to enter into such litigation to protect the interests of PHI and Funder and of the United States.

Subcontract Requirements

a. Prior written authorization will be required before the Consultant enters into or is reimbursed for any subcontract for services costing $5,000 or more. When securing subcontracts for services exceeding $5,000, the Consultant shall obtain at least three bids or justify a sole source award.
   (1) The Consultant must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
   (2) PHI and Funder may identify the information needed to fulfill this requirement.
   (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
      a) A local governmental entity or the federal government,
      b) A State college or State university from any State,
      c) A Joint Powers Authority,
      d) An auxiliary organization of a California State University or a California community college,
      e) A foundation organized to support the Board of Governors of the California Community Colleges,
      f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
      g) Firms or individuals proposed for use and approved by PHI and Funder' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
      h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.

b. PHI and Funder reserves the right to approve or disapprove the selection of Consultants and with advance written notice, require the substitution of Consultants and require the Consultant to terminate subcontracts entered into in support of this Agreement.
   (1) Upon receipt of a written notice from PHI and Funder requiring the substitution and/or termination of a subcontract, the Consultant shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by PHI and Funder.

c. Actual subcontracts (i.e., written agreement between the Consultant and a Consultant) of $5,000 or more are subject to the prior review and written approval of PHI and Funder. PHI and Funder may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by PHI and Funder.

d. Consultant shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by PHI and Funder, make copies available for approval, inspection, or audit.

e. PHI and Funder assumes no responsibility for the payment of Consultants used in the performance of this Agreement. Consultant accepts sole responsibility for the payment of Consultants used in the performance of this Agreement.

f. The Consultant is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Consultant shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

Audit and Record Retention

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that Funder, PHI, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of PHI and Funder to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) §8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
   1. If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.
   2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

Site Inspection

The Funder, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder. Consultant shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Intellectual Property Rights

a. PHI and Funder will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to PHI and Funder from the moment of creation.

b. PHI and Funder retain all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with PHI and Funder and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce PHI and Funder's intellectual property rights and interest.

d. Contractor agrees to cooperate with PHI and Funder in assuring PHI and Funder's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to PHI and Funder all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or PHI and Funder and which result from this Agreement or any subcontract.

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to Funder and PHI, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce,

manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of PHI and Funder. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:
   1. It is free to enter into and fully perform this Agreement.
   2. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
   3. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or PHI and Funder and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, nondisclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
   4. Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
   5. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.
   6. It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to PHI and Funder in this Agreement.
   7. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
   8. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

i. PHI AND FUNDER MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

j. INTELLECTUAL PROPERTY INDEMNITY
   1. Contractor must indemnify, defend and hold harmless PHI and Funder and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of PHI and Funder's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or PHI and Funder and which result directly or indirectly from

this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. PHI and Funder reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against PHI and Funder.

2. Should any Intellectual Property licensed by the Contractor to PHI and Funder under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve PHI and Funder's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to PHI and Funder. PHI and Funder will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for PHI and Funder to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, PHI and Funder will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

3. Contractor agrees that damages alone would be inadequate to compensate PHI and Funder for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges PHI and Funder would suffer irreparable harm in the event of such breach and agrees PHI and Funder will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

4. If this Agreement is funded in whole or part by federal funds, PHI and Funder will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

k. The provisions set forth herein will survive any termination or expiration of this Agreement.

Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors must promptly transmit to PHI and the Funder's Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than PHI and Funder without prior written authorization from PHI and the Funder's Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by PHI and Funder, this provision may be supplemented by additional terms and conditions covering personal health information or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

Documents, Publications and Written Reports

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees exceeds $5,000.

Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

Union Organizing

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee must, where state funds are not designated as described herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

Suspension or Stop Work Notification

a. Funder may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the Funder's Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from Funder. The resumption of work (in whole or part) will be at Funder's discretion and upon receipt of written confirmation.

1. Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
2. Within 90 days of the issuance of a suspension or stop work notification, Funder will either:
   a) Cancel, extend, or modify the suspension or stop work notification; or
   b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence from PHI or Funder.

d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

Public Communications

Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations, and they will supersede any conflicting provisions in this Agreement.

Lobbying Restrictions and Disclosure Certification

a. Certification and Disclosure Requirements
   1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
    a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
    b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
    c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.
5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.

3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

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Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year ___ quarter ___ date of last report ___.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐Prime ☐Subawardee Tier __, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

Attachment: Grant Agreement (BHRS COPN Grant)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Insurance Requirements

Contractor must comply with the following insurance requirements:

A. General Provisions Applying to All Policies

1. Coverage Term
   Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
2. Policy Cancellation or Termination & Notice of Non-Renewal
   Contractor is responsible to notify the State within thirty (30) days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible & Other Costs
   Contractor is responsible for any deductible or self-insured retention contained within their insurance program, or any premiums or assessments.
4. Primary Clause
   Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating
   All insurance companies must carry an A rating or better. If the Contractor is selfinsured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements
   Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance
   Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.
8. Subcontractors
   If Contractor has identified subcontractors for the work/services identified in the scope of work, the Contractor must include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of Contractor.
9. Certificate of Insurance
   The Contractor shall furnish a Certificate of Insurance for in complete compliance with the terms of the applicable insurance requirements in this provision (i.e., coverage type; dollar limit per occurrence; cancellation requires notification to DHCS at least thirty (30) days in advance; and the State of California, its officers, agents, and employees are included as additional insureds with respect to work performed for the State of California under this Agreement).

B. Commercial General Liability
   Contractor and any subcontractors must maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits must apply separately to this project/location, or the general aggregate limit must be twice the required occurrence limit. If the aggregate applies "per project/location" it must so state on the certificate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

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C. Automobile Liability
Contractor must maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

D. Workers Compensation and Employers Liability
Contractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of $1,000,000 are required. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the State.

Avoidance of Conflicts of Interest by Contractor

A. PHI and Funder intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, PHI and Funder reserve the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to PHI and Funder review and prior approval.

B. Conflicts of interest include, but are not limited to:
   1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.
   2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Contract. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

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Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement.
DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. **Compliance with Other Applicable Law**

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential

information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 **Safeguards and Security**.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 80053 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validatedmodules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-todate, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 **Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. **Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

    19.1 **Notice to DHCS.**

    19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

    19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 **Investigation.** Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

Attachment: Grant Agreement (BHRS COPN Grant)

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2 **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

Attachment: Grant Agreement (BHRS COPN Grant)

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Parks and Recreation

BOARD AGENDA:5.B.2
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Proclaim July 2025 as Park and Recreation Month in Stanislaus County

STAFF RECOMMENDATION:

1. Proclaim July 2025 as Park and Recreation Month in Stanislaus County.

DISCUSSION:

Launched in 1985, this year marks the 40th anniversary of Parks and Recreation month! Stanislaus County has proclaimed July as Parks and Recreation month since 2014, joining the nationwide celebration of the vital role parks and recreation plays in our communities. Each July, we celebrate park and recreation professionals and how they improve the lives of millions of people, making lasting impact in communities across the country. Park and recreation programs are essential to community health and well-being and help cultivate lifelong friendships, memories and family bonds that people hold dear decades later.

> *Together,* we're building and maintaining sustainable parks and green spaces for current and future generations.
>
> *Together*, we're building thriving communities focused on health and well-being.
>
> *Together*, we're building high-quality programs and spaces accessible and inclusive for all.
>
> *Together*, we help people play and connect through outdoor activities.

This year's theme, *"Build Together, Play Together,"* reminds us of the contributions of more than 160,000 full-time park and recreation professionals, along with hundreds of thousands of part-time and seasonal staff and volunteers, that maintain our country's local, state and community parks. To bring awareness to local community, neighborhood and regional parks, the Stanislaus County Department of Parks and Recreation is requesting to proclaim July 2025 as Park and Recreation Month.

The Department of Parks and Recreation (Department) develops and maintains recreation areas that maximize use of open space and engage the community in outdoor recreation to promote community health and wellness, while improving our park standards to meet the needs of a diverse community in ways that will provide a positive, all-inclusive experience for people to enjoy the outdoors at a reasonable cost.

The Department maintains five regional parks that include two reservoirs, two off-highway vehicle parks and four campground areas. The Department is also responsible for twenty-two community/neighborhood parks, four cemeteries, two bridges, La Grange historical areas, five fishing access points along rivers and lakes, a swimming pool, an organized youth camp and numerous acres of open space and riverbank to explore. These facilities provide a vast array of recreational opportunities including, but not limited to boating, camping, fishing, hiking, hunting, jet skiing, kayaking, picnicking, sailing, swimming, water skiing, and horseback trails.

The Department's recreational programming includes partnering with the Police Activities League to provide after-school activities, summer programs, swimming, soccer, RecVan programming, and community events such as the annual Egg Hunt.

The services that park and recreation professionals provide are vital to our community, from protecting open spaces and natural resources to promoting health and wellness and providing activities and resources for all people. Park and Recreation month encourages everyone to reflect on the exponential value park and recreation professionals bring to communities.

Parks beautify, increase value and contribute to better health and an improved ecosystem in the community. Parks offer safe options for recreation, improving the health and well-being of residents, lower risks of chronic health conditions, stress relief, and improved psychological health. Park recreational activities serve to bring communities closer and provide opportunities to achieve healthier lifestyles and promote and understand nature and conservation.

During the month of July, the Department will celebrate all the dedicated professionals who build strong, vibrant and resilient communities through the power of parks and recreation.

POLICY ISSUE:

Board of Supervisors' approval is required to make a local proclamation to recognize July 2025 as Park and Recreation month.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Boards' priorities of *Enhancing Community Infrastructure* and *Supporting a Healthy Community* by providing parks and recreational facilities that play a vital role in promoting healthy outdoor activities to the community.

STAFFING IMPACT:

The Department has a total staffing allocation of 60 full-time staff and approximately 25 extra-help seasonal staff that promote the importance of parks and recreation in the community.

CONTACT PERSON:

Tera Chumley, Director 209.525-6750

ATTACHMENT(S):

1. Proclamation

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: July 1, 2025

THE FOLLOWING RESOLUTION WAS ADOPTED:

PROCLAIMING JULY 2025 AS PARKS AND RECREATION MONTH IN STANISLAUS COUNTY

WHEREAS parks and recreation is an integral part of communities throughout this country, including Stanislaus County; and,

WHEREAS parks and recreation programs are essential to community health and well-being and help cultivate lifelong friendships, memories and family bonds that people hold dear decades later; and,

WHEREAS park recreational activities serve to bring communities closer and provide opportunities to achieve healthier lifestyles; and,

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and,

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorder, and Alzheimer's; and,

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and,

WHEREAS parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education are critical to childhood development; and,

WHEREAS parks and recreation increases a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

Attachment: Proclamation (Parks and Recreation Month 2025)

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WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and,

WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and,

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and,

WHEREAS Stanislaus County recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, BE IT RESOLVED BY the Stanislaus County Board of Supervisors that July 2025 is recognized as Parks and Recreation Month in Stanislaus County.

Attachment: Proclamation (Parks and Recreation Month 2025)

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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Chief Executive Office

BOARD AGENDA:5.B.3
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Amend the Stanislaus County Personnel Policy Manual Tab 12 - Professional Development Allowance Policy

STAFF RECOMMENDATION:

1. Approve and adopt the amended Stanislaus County Personnel Policy Manual Tab 12 – Professional Development Policy.
2. Authorize the Chief Executive Officer to amend the policy pursuant to the meet and confer process.

DISCUSSION:

In June of 2016, the Board of Supervisors reinstated and amended the Professional Development Allowance Benefits and Policy for all unrepresented confidential and management employees, department heads, and elected officials effective July 1, 2016. The Professional Development Allowance provided an annual reimbursement allowance to assist eligible employees in achieving professional and educational growth related to their professional position with Stanislaus County. The allowance covers work-related expenditures such as classes and seminars, professional memberships, registration fees, educational materials, tools, and equipment.

In February of 2019, the Board of Supervisors amended the Professional Development Allowance Benefits and Policy to provide additional guidance regarding the expenditures that are applicable for reimbursement under the policy. In addition to clarifying language, the amendments adopted by the Board of Supervisors in February 2019 included student loans as an applicable reimbursement. When the item was approved by the Board of Supervisors, it was requested that staff work to improve the policy to provide equal treatment of reimbursable educational expenses for employees who used student loans to finance their qualifying education expenses or paid directly for those expenses without a loan. In July of 2019, the Board of Supervisors further amended the Professional Development Policy to expand the provisions for reimbursement of Formal Educational expenses beyond those associated with student loans.

The current professional development approval and reimbursement process is inefficient, requiring multiple employee submissions, extensive reviews, multiple approval steps, and additional payroll processing. On average, 483 reimbursement forms are processed each fiscal year, with each form requiring at least seven steps in the approval process. The amount of staff time needed to complete one form, when all information is complete and accurate, is approximately 45 to 60 minutes. In addition to the already lengthy review and approval process, many of these forms require policy clarification, corrections, additional information, or supporting documentation, which further adds to the total processing time. It is estimated that at least 12 weeks of staff time are spent reviewing and processing reimbursement forms annually. These inefficiencies not only create obstacles for employees using the program but also tie up the valuable time of key payroll and executive level staff within the County organization responsible for administering it.

The proposed revisions to the Professional Development Policy reflect a transition from the current reimbursement structure to a taxable annual allowance, paid during the first full pay period each July. The allowance amount will remain unchanged. This policy revision is intended to enhance the employee experience, simplify the administration of professional development funds, and encourage greater participation in skill-building opportunities, with the primary objective of improving operational efficiency and reducing administrative burden and associated staff time. If approved as recommended, the allowance for eligible employees will be disbursed the first full pay period after July 1, 2025, and each July thereafter.

POLICY ISSUE:

Approval of the proposed policy revisions supports the Board priority of the Efficient Delivery of Public Services by simplifying and streamlining the professional development reimbursement process. By transitioning from a reimbursement model to an annual allowance model, the County will reduce administrative burden, eliminate delays in reimbursement, and allow employees to access funding for professional development opportunities more effectively and timely.

FISCAL IMPACT:

Professional development costs are approved within existing County Department budgets. Over the past three fiscal years, an average of $316,945 has been spent annually on Professional Development out of the $467,900 budgeted for all eligible filled positions. On average, 585 employees were eligible for the Professional Development benefit. Of those, 227 employees underutilized the benefit, and 102 did not use it at all, likely due to administrative inefficiencies, delays in the reimbursement process, and procedural barriers within the current program. By shifting to an annual allowance model, the County can expect to spend approximately $150,955 more each fiscal year by distributing the full allowance to all eligible employees. However, this increase is expected to be offset in part by a reduction in staff time required to process an average of 483 reimbursement forms annually, resulting in a savings of at least 12 weeks of staff time each year.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure*.

STAFFING IMPACT:

Existing Chief Executive Office and Auditor-Controller departmental staff will continue to oversee the implementation of this policy. The County is committed to fulfilling its obligations to bargain in good faith with employee organizations representing affected County personnel over the negotiable aspects and/or impacts of the potential actions.

CONTACT PERSON:

Monica Coryea – Human Relations Director, Chief Executive Office 209-525-6341

ATTACHMENT(S):

1. Professional Development Allowance Policy

Revised 5/2025

Purpose

The Professional Development Allowance Policy provides an annual taxable allowance to assist eligible employees with covering expenses related to their professional and educational growth within the scope of their assigned job responsibilities in Stanislaus County. This policy aims to foster continuous development and skill enhancement by empowering employees to advance their professional growth and excel in their roles.

Policy

Eligible employees will receive an annual taxable allowance as outlined in this policy. This allowance will be disbursed during the first full pay period each July, unless otherwise specified. The allowance is classified as a fringe benefit that is subject to applicable tax laws and may be administered, adjusted, or changed as determined by provisions in employee memoranda of understanding or resolution enacted by the Board of Supervisors.

A. Eligibility Requirements

1. All regular, full-time employees listed in the "Annual Amount of Professional Development Allowance" table below.

Annual Amount of Professional Development Allowance

Bargaining Unit	Fiscal Year Allowance
Confidential—BU 2	$400.00
Attorneys—BU 3*	$900.00
Management Attorneys—BU M	$900.00
Lieutenants—BU Q*	$900.00
Management—BU M	$900.00
Department Heads—BU 0,1	$1,200.00
Board of Supervisors—BU 0	$1,200.00

**Please refer to the applicable MOU for additional information.*

2. Employees newly hired to County service after the July disbursement will be eligible to receive the payment in the following year.

3. Employees who have left or leave County service prior to the issuance of the allowance payment **shall not** be eligible to receive the allowance.

4. Employees in an unpaid status during the pay period when the allowance is disbursed will become eligible to receive the allowance in the first full pay

Attachment: Professional Development Allowance Policy (Approval of the Amended Professional Development Allowance Policy)

period following their return to paid status. The allowance will only be provided if the employee returns to paid status within the same annual fiscal year in which the allowance is issued.

B. Procedure

1. The Auditor-Controller shall ensure the allowance complies with current applicable tax laws and is appropriately reported on any eligible employee pay advice and Form W-2.

2. The Chief Executive Office, Human Relations Division shall be responsible for monitoring and recommending changes to this policy based upon any applicable provisions of employee memoranda of understanding or resolution enacted by the Board of Supervisors.

C. History and Citations

1. The former version of this policy was last adopted by Board of Supervisors Resolution #2019-0335 as an employee reimbursement fringe benefit.

Attachment: Professional Development Allowance Policy (Approval of the Amended Professional Development Allowance Policy)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: General Services Agency

BOARD AGENDA:5.B.4
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval of a One-Time Contribution of $250,070 to the 10th Street Place Joint Powers Agency to Fund the County's Share of Tenant Improvements on the Third Floor Permitting Customer Service Center at 10th Street Place and Related Matters

STAFF RECOMMENDATION:

1. Approve a one-time contribution of $250,070 to the 10th Street Place Joint Powers Agency to fund the County's share of Tenant Improvements on the third floor permitting customer service center at 10th Street Place.
2. Direct the Auditor-Controller to increase appropriations by $150,000 in the Planning and Community Development Building Permits budget, as detailed in the attached budget journal.

DISCUSSION:

In 2018, the Stanislaus County Planning and Community Development Department (Planning) and the City of Modesto Community and Economic Development Department engaged in discussions to upgrade the shared customer service center on the third floor of 10th Street Place. This space is used for staff from both agencies to meet with constituents, contractors, and design professionals to review architectural plans and permit applications. The lobby is original to the building and has not been updated since the facility opened in 1999. The lobby is not secure and does not meet current ergonomic or Americans with Disabilities Act (ADA) standards. The counter also requires electrical and data updates for the computers, printers, scanners, pay machines, and other devices currently used during customer service interactions.

The project was delayed due to the COVID-19 Pandemic and other critical projects prioritized in the Capital Improvement Plan (CIP). To qualify as a CIP project, the project must extend the life of the building or change the use of space. This project does not meet the definition of a capital improvement project and is not listed in the current CIP; however, this project is on the Routine Construction list. This list is used to deliver projects that the County has deemed necessary but do not meet the definition of a capital project.

In May 2024, the 10th Street Place Joint Powers Agency (JPA) Commission authorized the Joint Powers Agency (JPA) staff to proceed with the design of third-floor improvements. Brown Watford Reynolds Architects Inc. (BRW) was retained as the Project Architect. Design was completed in early 2025, and improvements include the creation of a secure lobby, ergonomic/ADA compliant counter, updated data and

electrical, as well as the replacement of fluorescent lighting. These improvements are consistent with previous projects completed for the second floor (County Assessor's Office, General Services Agency, City of Modesto Finance) and the fifth floor (General Services Agency, City of Modesto Finance).

On May 15, 2025, the 10th Street Place JPA Commission met and approved proceeding with the project and approved a project budget of $600,000, with the cost to be funded equally by the City of Modesto and Stanislaus County. The County has already contributed $49,930 to fund the architectural plans and specifications. If these recommended actions are approved, the County will contribute an additional $250,070 towards the project. The project is pending Modesto City Council approval to contribute the City's share of $300,000 to the project.

Upon approval of all budget actions, the General Services Agency (GSA) Director/Purchasing Agent will either issue a Job Order Contract to complete the work or may elect to issue a Notice Inviting Bids. Construction is anticipated to begin as early as July 2025 and be complete no later than Spring 2026. During this time, the customer service counter will be moved to another space within 10th Street Place.

POLICY ISSUE:

California Government Code Section 29125 provides that transfers and revisions to the adopted appropriations may be made by an action formally adopted by the Board of Supervisors at a regular or special meeting by four-fifths vote.

FISCAL IMPACT:

The recommended budget for this project is $600,000 and will be accounted for by the 10th Street Place Joint Powers Agency. The project cost will be split equally between the City of Modesto and Stanislaus County, with each contributing $300,000 to the project. The County has already paid $49,930 to BRW for design work from the GSA Plant Acquisition budget; therefore, the County's remaining contribution to the project is $250,070.

The approved project budget of $600,000 includes construction, relocation costs, architectural work, and project administration costs and is detailed in the following table.

Project Costs	Budget
Staff Salaries and Benefits	$30,000
Professional Services/Relocation Costs	$72,500
Intergovernmental Charges	$2,500
Construction	$450,000
Construction Contingency	$45,000
Total	**$600,000**

If the recommended actions are approved, the County's remaining share of the cost of $250,070 will be split equally between GSA and the Planning Department; funded by existing appropriations in the GSA Fiscal Year 2026 Deferred Maintenance budget in the amount of $100,070 and fund balance from the Planning Building Permits budget unit in the amount of $150,000. The County's share of the project budget is detailed in the following table and includes costs incurred in Fiscal Years 2024 and 2025.

Source	Amount
FY 2024 GSA Plant Acquisition Budget	$25,340
FY 2025 GSA Plant Acquisition Budget	$24,590
FY 2026 GSA Deferred Maintenance Budget	$100,070
Planning Building Permits Fund Balance	$150,000
Total	**$300,000**

If approved, appropriations will be adjusted to decrease Services and Supplies and increase Other Charges by $100,070 in the GSA Deferred Maintenance budget and increase Other Charges by $150,000 in the Planning Building Permits budget, as detailed in the attached budget journal.

BOARD OF SUPERVISORS' PRIORITY:

Approval of these recommended actions is consistent with the Board's priority of *Delivering Efficient Public Services* by ensuring that both staff and customers have a modern ADA-compliant service center to conduct plan review for projects occurring in the City of Modesto and Stanislaus County.

STAFFING IMPACT:

There is no staffing impact associated with these recommended actions. Existing staff in GSA will successfully manage this project.

CONTACT PERSON:

Andrew Johnson, GSA Director/Purchasing Agent (209) 525-4380

ATTACHMENT(S):

1. 10th Street Place JPA Meeting Minutes (Pending Commission Approval)
2. Budget Journal

City of Modesto
County of Stanislaus
10th Street Place
JOINT POWERS AGENCY
1010 10TH STREET
MODESTO, CA 95354

DRAFT

THE GOVERNING COMMISSION OF THE CITY-COUNTY JOINT POWERS AGENCY (City-County Capital Improvements and Financing Authority)

MINUTES
Thursday, May 15, 2025, 10:00 A.M.
Regular Meeting
1010 10th Street, Modesto, California

Commission Members Present:	Commission Members Absent:
Nick Bavaro	
Chris Ricci	
Joseph Lopez	
Buck Condit	
Mani Grewal	
Patrice Dietrich	

Meeting was called to order by Chair B. Condit at 10:05 a.m.

I. Public Comment – None.

II. **Grewal/Bavaro unan.** Approved the election of Commissioner Ricci as the Chair of the 10th Street Place Joint Powers Agency Commission for 2025

Ricci/Bavaro unan. Approved the election of Commissioner Grewal as the Vice-Chair of the 10th Street Place Joint Powers Agency Commission for 2025

III. Minutes

Dietrich/Lopez unan. Approved the minutes of October 30, 2024

IV. Agenda Items

1. **Condit/Bavaro unan.** Considered and approved the Fiscal Year 2026 10th Street Place Operations Budget and Capital Reserve Fund; approved an annual assessment to the Capital Reserve Fund of $160,000; approved new cost allocation method for 10th Street Place assessments to be implemented in Fiscal Year 2026; approved a project budget of $600,000 for a Third Floor Lobby Improvement Project to be funded by a one-time assessment to the Capital Reserve Fund of $600,000 funded by $300,000 from the City of Modesto and $300,000 from Stanislaus County, recognizing the County's previous contribution of $42,000 in design services; authorized the Stanislaus County General Services Agency Director / Purchasing Agent to act as Project Manager for the Third Floor Planning Lobby project and authorize the Project Manager to issue a Job Order Contract with and existing vendor for construction; considered and approved the 10th Street Place Capital Reserve Fund, including the close out of$137,892 in current projects; and, approved a project budget of $600,000 for Critical Repairs to the 10th Street Place Heating Ventilation and Air Conditioning System, funded by the Capital Reserve Fund and Authorize the Stanislaus County General Services Agency

Attachment: 10th Street Place JPA Meeting Minutes (Pending Commission Approval) (10th Street Place 3rd Floor Counter)

Director/Purchasing Agent to issue a Job Order Contract for the project, procure any professional service needed to complete the work, and issue supplemental change orders for the project, so long as it is within the project budget

2. **Condit/Grewal unan.** Approved a Job Order Contract with ACCO Engineered Systems to Repair the Fire-Life Safety System; and, authorized the General Services Agency to execute the Job Order Contract with a Not to Exceed Amount of up to $145,550 and approve Supplemental Change Orders needed for the project, so long as they are within the project budget

V. Oral and Written Communication – Andy Johnson, Director of General Services Agency / Purchasing Agent, thanked Cody Nelson, Real Estate Property Manager, for stepping in and delivering the presentation today.

VI. Matters for Future Agendas – None.

VII. This meeting adjourned at 10:23 a.m.

ATTESTED: Elizabeth A. King, Secretary of the Governing Commission of the City-County 10th Street Place Joint Powers Agency

BY: Kelly Rodriguez, Assistant Clerk

Attachment: 10th Street Place JPA Meeting Minutes (Pending Commission Approval) (10th Street Place 3rd Floor Counter)

ORACLE

Budget Adjustment Template

Budget Entry Identifier (For department tracking only)	JV15459

*SC_FUND[..] (4 char)	*SC_COST CENTER[..] (7 char)	*SC_ACCOUNT[..] (5 char)	*SC_PROJECT[..] (7 char)	*SC_LOCATION[..] (6 char)	*SC_MISC[..] (6 char)	*SC_INTERFUND[..] (4 char)	*SC_FUTURE[..] (5 char)	Increase to Expense, Decrease to Revenue	Decrease to Expense, Increase to Revenue	Net Increase/(Decrease)	Comment
2251	0019501	61830	0000000	000000	000000	0000	00000		100,070	(100,070)	Decr Major alterations & repairs
2251	0019501	73010	0000000	000000	000000	0000	00000	100,070		100,070	Incr Contributions to other agencies
										-	
1206	0040400	73010	0000000	000000	000000	0000	00000	150,000		150,000	Incr Contributions to other agencies
										-	
										-	
										-	
Total								250,070	100,070	150,000	

Explanation: 1. Decrease GSA Deferred Maintenance LBU-Major Alterations & Repairs and increase GSA Deferred Maintenance LBU-Contributions to Other Agencies by $100,070.

2. Increase PL Building Permits LBU-Contributions to Other Agencies by $150,000 to be funded by Fund Balance.

Requesting Department	CEO		Auditor-Controller's Office
Cara Kiely	Carmen Murillo	Veronika Rhulenklem	Christopher L Barnes
Prepared by	Approved By	Approved By	Approved By
5/9/2025	6.11.2025	6.3.25	6/6/2025
Date	Date	Date	Date

Attachment: Budget Journal (10th Street Place 3rd Floor Counter)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.5
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of an Amendment to the Agreement with Amergis Healthcare Staffing, Inc., for the Provision of Behavioral Health Staffing Services to Retroactively Increase the Contract Max for Fiscal Year 2025 by $400,000 and Increase the Contract Max for Fiscal Year 2026 by $600,000 for a New Total Amount of $1,799,996 for the Current Term to Continue Indefinitely Until Terminated; and Related Actions

STAFF RECOMMENDATION:

1. Approve the amendment to the agreement with Amergis Healthcare Staffing, Inc. for the provision of behavioral health staffing services to retroactively increase the contract max for Fiscal Year 2025 by $400,000 and increase the contract max for Fiscal Year 2026 by $600,000 for a new total contract max of $1,799,996 for the existing term to continue indefinitely until terminated.
2. Authorize the General Services Agency Director/Purchasing Agent, or designee, to sign and execute the amendment to the agreement for the provision of behavioral health staffing services to retroactively increase the contract max for Fiscal Year 2025 by $400,000 and increase the contract max for Fiscal Year 2026 by $600,000 for a new total contract max of $1,799,996 for the existing term to continue indefinitely until terminated.
3. Authorize the General Services Agency Director/Purchasing Agent, or designee, to negotiate and sign amendments to amend the agreement by up to 25% under the same terms and conditions, within budget authority and aligned with the Purchasing Policy, through Fiscal Year 2026.

DISCUSSION:

As the contracted Behavioral Health Plan (BHP) with the State of California, Behavioral Health and Recovery Services (BHRS) administers Stanislaus County's behavioral health services, providing integrated mental health services to adults and older adults with a serious mental illness (SMI) and to children and youth with a serious emotional disturbance (SED). BHRS also provides substance use disorder (SUD) services for adults and adolescents, supportive services, prevention and early intervention services, and serves as Stanislaus County’s Public Guardian.

Behavioral Health and Recovery Services (BHRS) has historically experienced challenges in maintaining adequate levels of clinical staffing. BHRS entered into a Facility Staffing Agreement with Amergis Healthcare Staffing, Inc. (formerly Maxim Healthcare Staffing Services) on April 10, 2020, to supplement its teams of licensed

behavioral health providers. At the time the agreement was executed, BHRS was facing a severe staffing shortage and needed to contract with qualified providers to address compliance risks and gaps in clinical service delivery.

Amergis Healthcare Staffing, Inc. was procured under a Non-Competitive exemption. The contracted providers met minimum qualifications, held appropriate state licensure, demonstrated experience delivering behavioral health services to the populations served by BHRS, and possessed the ability to comply with Medi-Cal billing and reimbursement requirements. The department has utilized this agreement to secure the services of several classifications of behavioral health service providers. Most recently, two Mental Health Clinicians have been contracted under this agreement to provide clinical services within the managed care system and forensic services programs.

Given recent success in recruiting clinical staff, BHRS is currently evaluating the level of contracted staffing services needed under this agreement for Fiscal Year 2026. As a result, service levels and associated budget allocations may likely be reduced.

Below is a summary of the amendments to this agreement:

- September 23, 2020 – Amendment 1 was executed to establish a contract maximum of $199,999.
- January 11, 2022 – Amendment 2 was executed to add $199,999 for Fiscal Year 2022–2023, increasing the total contract maximum to $399,998 (Board Resolution No. 2022-0276).
- June 20, 2023 – An additional $199,999 was added for Fiscal Year 2023–2024, increasing the contract maximum to $599,997 (Board Resolution No. 2023-0286).
- June 25, 2024 – An additional $199,999 was added for Fiscal Year 2024–2025, bringing the total contract maximum to $799,996 (Board Resolution No. 2024-0332).
- July 31, 2024 – Amendment 3 was executed to update the contractor’s name from Maxim Healthcare Staffing Services to Amergis Healthcare Staffing to reflect the company’s rebranding.

The Department now seeks approval for Amendment 4, which would increase the contract maximum by $1,000,000. Of this amount, $400,000 will be retroactively applied to the Fiscal Year 2025 contract maximum and $600,000 for the Fiscal Year 2026 contract maximum, resulting in a revised total contract maximum of $1,799,996.

The Department estimates that the assumed Fiscal Year 2025 contract funds of $199,999 were exhausted in October of 2024. Anticipating this, the Department originally initiated a fourth amendment to the agreement in November 2024. During the process, it was identified that formal agreements to increase the contract maximum were not executed when the contract max was approved to be increased via the County’s contract summary process. The Department has since worked with the vendor to identify the necessary contract adjustments to ensure the continuity of services. The new, recommended contract maximum of $1,799,996 includes adjustments for which amendments were not executed, in addition to the executed and recommended amendments. Services were provided in accordance with the original scope and rates, and the Department estimates that approximately $400,000 was incurred in Fiscal Year

2025 beyond what was previously thought to have been established for the Fiscal Year. It is recommended to retroactively increase the contract maximum for Fiscal Year 2025 to $400,000, and to increase the contract maximum for Fiscal Year 2026 to $600,000, for a new total contract maximum of $1,799,996. To prevent the recurrence of this issue, the Department will implement corrective actions to ensure ongoing compliance with policies and procedures.

POLICY ISSUE:

Contracts above $200,000 require approval from the Board of Supervisors, regardless of the procurement method. Such approval may be obtained through a department agenda item or the quarterly Contract Summary Sheet process managed by the General Services Agency. (Board Resolution 2024-0347; California Government Code §25502.5).

FISCAL IMPACT:

The recommended amendment to the agreement will increase the contract maximum by a total of $1,000,000. $400,000 will be retroactive for Fiscal Year 2025 and $600,000 for Fiscal Year 2026, bringing the revised contract total to $1,799,996.

Appropriations and estimated revenues were included in the 2025 Adopted Budget in the Department's Behavioral Health and Recovery Services (BHRS) budget to support the increase of $400,000 to the agreement with Amergis Healthcare Staffing, Inc. for the provision of behavioral health staffing services. Appropriations and estimated revenues for Fiscal Year 2026 will be included in the Adopted Budget cycle.

This contract is funded with 1991 and 2011 Realignment, Medi-Cal Federal Financial Participation, and State General Fund revenues. There is no County share of cost and no impact to the County General Fund associated with the approval of the amendment.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Supporting a Healthy Community* and *Delivering Efficient Public Services* by providing mental health services in the community through vendor partnerships.

STAFFING IMPACT:

Existing BHRS staff are available to monitor the agreement and support the program contained therein. There is no additional staffing impact associated with the approval of this agenda item. The County is committed to fulfilling its obligations to bargain in good faith with employee organizations representing affected County personnel over the negotiable aspects and/or impacts of the potential actions.

CONTACT PERSON:

Ruben Imperial (209) 525-6222
Behavioral Health Director

ATTACHMENT(S):

1. Proposed Amendment
2. Original Agreement
3. Amendment 1
4. Amendment 2
5. FY 2024 Contract Max Increase
6. FY 2025 Contract Max Increase
7. Amendment 3
8. Levine Act

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AMENDMENT NO. # 4
MASTER SERVICES AGREEMENT

This **Amendment** ("Amendment") is made as of this **Effective Date of** NOVEMBER 15, 2024 between **Stanislaus County Behavioral Health and Recovery Services** ("Customer") and Amergis Healthcare Staffing, Inc. ("Amergis"), pursuant to that certain **Facility Staffing Agreement** (the "Agreement") entered into between Customer and Amergis on April 10, 2020 (the **Agreement Effective Date**).

WHEREAS, Client requested Amergis to provide temporary healthcare staffing services at the facility as set forth in the Agreement;

WHEREAS, the Parties now seek to amend certain terms of the underlying Agreement as expressly set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by this Amendment:

1. **Contract Maximum.** This Agreement will be increased by $400,000 for FY 24/25 and $600,000 for FY 25/26 with cumulative contract max total of $1,799,996. Breakdown attached hereto.

The terms and conditions of this Amendment are effective as of the effective date. Customer and Amergis have acknowledged their understanding of an agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

BOS RESOLUTION #_____

STANISLAUS COUNTY

_____
Signature of Authorized Representative

Andrew Johnson
Printed Name

GSA Director/ Purchasing Agent
Title

_____
Date

APPROVED AS TO FORM
Serenity Wang
Serenity Wang (Jan 16, 2025 09:57 PST)
Serenity Wang, Deputy County Counsel

AMERGIS HEALTHCARE STAFFING INC.:

Signed by:
Benjamin Veldman
27DC8B415169458...
Signature of Authorized Representative

Benjamin Veldman
Printed Name

Assistant Controller
Title

24-Jan-25
Date

APPROVED AS TO CONTENT
Kevin Panyanouvong, LCSW-Associate Director
Kevin Panyanouvong, LCSW-Associate Director (Jan 29, 2025 15:00 PST)
Tony Vartan, Behavioral Health Director

Attachment: Proposed Amendment [Revision 1] (Amergis Healthcare Staffing, Inc, Amendment 4)

Fiscal Year	Action	Amount	Total Contract Max
FY 20-21	Agreement	No Contract Max	
	1st Amend add contract max	$199,999	$199,999
FY 21-22			$199,999
FY 22-23	2nd Amend BOS #2022-0276	$199,999	$399,998
FY 23-24	BOS #2023-0286	$199,999	$599,997
	3rd Amend	Change Name to Amergis	
FY 24-25	BOS #2024-0332	$199,999	$799,996
	4th Amend	$400,000	$1,199,996
FY 25-26		$600,000	$1,799,996

Attachment: Proposed Amendment [Revision 1] (Amergis Healthcare Staffing, Inc, Amendment 4)

FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 10th day of April, 2020, by and between **Stanislaus County Behavioral Health & Recovery Services** located at 800 Scenic Dr. Modesto, CA 95350, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Staffing Services, Inc.,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Ave, Suite 235 Sacramento**,** CA 95825 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a Behavioral Health Facility located in CA and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.** Maxim will, upon request by FACILITY, provide one or more licensed healthcare providers (i.e. LPNs, LVNs, RNs, CNAs) or other non-clinical personnel ("Non-Clinical Personnel") as specified by FACILITY (collectively Personnel) for supplemental staffing services, subject to the availability of qualified Personnel. In the event FACILITY requires MAXIM to provide non-clinical Personnel with the Personnel Requirements as outlined in Section 2.2, FACILITY shall notify MAXIM in writing of its request to abide by such Personnel Requirements. Subject to the terms of 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will not provide services for that position.

Section 2.2 **Personnel.** MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

1) Possess current state license/registration and/or certification.

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2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.

3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.

4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.

5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.

6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.

7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 **Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY attached hereto as Exhibit B.

Section 2.4 **Use of Independent Contractors and Subcontractors.** Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 **Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 **Record Access.** In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 **Orientation.** FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding

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confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 **Requests for Personnel.** FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

Section 3.3 **Short-notice Requests.** MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 **Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 **Responsibility for Patient Care.** FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%). The obligations set forth in this Section shall survive the termination of this Agreement.

This Section 3.6 notwithstanding, CLIENT may hire any Personnel provided by MAXIM once Personnel have completed a minimum number of hours of work for CLIENT through MAXIM, according to the following schedule:

Aggregate Hours Worked By Personnel For Client in a Twelve (12) month period	Conversion Fee
Prior to completing 140 hours	20 % of annualized starting salary
After Completions of 140-280 hours	18 % of annualized starting salary
After Completions of 280-420 hours	15 % of annualized starting salary
After Completions of 420-520 hours	12 % of annualized starting salary
After Completions of 520 hours	5 % of annualized starting salary

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Section 3.7 **Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 3.8 **Right to Dismiss.** FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 **Float Policy.** Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 **Insurance.** FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 **Incident Reports.** FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 **Non-discrimination.** Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 **Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for

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Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

Stanislaus County Behavioral Health & Recovery Services
800 Scenic Drive, Building 4
Modesto, CA 95350
ATTN: Accounts Payable

Section 5.2 **Payment.** All amounts due to MAXIM are due and payable within fifteen (15) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

Section 5.3 **Late Payment.** Payments not received within fifteen (15) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 **Annual Rate Increases.** FACILITY agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. TRAVEL SERVICES

Section 6.1 **Travel Services.** In addition to the Services outlined herein, MAXIM provides supplemental travel staffing services and agrees to assign such personnel ("Travel Personnel") to work such specified assignments as agreed to by the Parties. To the extent Travel Personnel are assigned, the terms of this Article shall apply.

Section 6.2 **Interviews.** MAXIM will provide FACILITY with names of Travel Personnel interested in traveling assignments and provide all pertinent information requested by FACILITY for an interview. FACILITY reserves the right to conduct a telephone interview with any Travel Personnel prior to accepting such Travel Personnel for assignment. If FACILITY requests a face-to-face interview, MAXIM will bill FACILITY for cost of travel and lodging. FACILITY has the opportunity to interview all interested Personnel recruited by MAXIM, before said Travel Personnel provide Services. Therefore, MAXIM will not have any liability to FACILITY if said Travel Personnel fails to meet his/her requirements. Additionally, FACILITY will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Travel Personnel.

Section 6.3 **Travel Coordination.** MAXIM shall be solely responsible for coordinating Travel Personnel's travel assignments to FACILITY including housing, payroll and related functions.

Section 6.4 **Travel Assignment Cancellation.** MAXIM may cancel the remaining term of an assignment with notification to FACILITY. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Travel Personnel within fourteen (14) days from the date of notification.

Section 6.5 **Assignment Continuation.** FACILITY agrees that all Travel Personnel introduced by MAXIM and/or accepted for assignment by FACILITY, will continue to work future FACILITY assignments solely as employees of MAXIM during the term of this Agreement.

Section 6.6 **Travel Assignment Cancellation for Convenience.** FACILITY agrees to utilize Travel Personnel for the specified period of time, outlined in the Assignment

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Confirmation. Should FACILITY staffing needs change and FACILITY wishes to cancel Travel Personnel already being utilized on contract, FACILITY must give MAXIM fourteen (14) days' notice before cancellation date. If FACILITY does not provide required notice, FACILITY will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Personnel's rate subtracted by any hours worked by Travel Personnel after notice is given (calculated as Travel Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Travel Personnel in other facilities in the area.

Section 6.7 **Travel Personnel Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 6.8 **Confirmations**. Each assignment will be confirmed in writing with the specific hourly rates to be charged for specific Travel Personnel to work a specific assignment. Assignment Confirmations (Exhibit B) will be sent via electronic mail, facsimile, or reliable carrier as agreed upon by the FACILITY and MAXIM. In the event that FACILITY fails to respond to the Assignment Confirmation within two (2) business days, the FACILITY will be deemed to have accepted the terms in said Assignment Confirmation and FACILITY will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

Section 6.9 **Incorporation of Assignment Confirmations.** FACILITY agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. GENERAL TERMS

Section 7.1 **Independent Contractors.** MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 7.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 7.3 **Indemnification.** MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or

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agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 7.4 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 7.5 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Stanislaus County Behavioral Health & Recovery Services
800 Scenic Dr, Building 4
Modesto, CA 95350
ATTN: Dr. Mora

Maxim Healthcare Staffing Services, Inc.

7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
1050 Fulton Ave, Suite 235
Sacramento, CA 95825
ATTN: **Thomas Huse**

Section 7.6 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 7.7 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 7.8 **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.

Section 7.9 **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified,

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MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 7.10 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 7.11 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California.

Section 7.12 **Limitation on Liability**. Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 7.13 **Incorporation of Recitals**. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 7.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the FACILITY, or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 8. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 8.1 **Confidentiality.**

A. MAXIM/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

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C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 8.2 **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that FACILITY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of FACILITY's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in FACILITY's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of FACILITY's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to FACILITY hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

STANISLAUS COUNTY BEHAVIORAL HEALTH & RECOVERY SERVICES:	MAXIM HEALTHCARE STAFFING SERVICES, INC.:
Signature	Andrea Torres jtorres@maxhealth.com Signature
Ruben Imperial Printed Name & Title	Andrea Torres, Assistant Controller Printed Name & Title
5/7/2020 Date	04/27/2020 Date

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County of Stanislaus:

Signature

KEITH D. BOGGS, ASST. EXECUTIVE OFFICER, GSA DIRECTOR/PURCHASING AGENT

Printed Name & Title

6/3/2020

Date

"County"

APPROVED TO AS TO FORM:

Signature

MARC HARTLEY, DEPUTY COUNTY COUNSEL

Printed Name & Title

April 29, 2020

Date

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ATTACHMENT A
MAXIM HEALTHCARE STAFFING SERVICES, INC.
FACILITY STAFFING RATES FOR
Stanislaus County Behavioral Health & Recovery Services

Charges will be based on the following hourly rate schedule effective **April 10th, 2020**:

Service	Local Rate	Travel Rate
RN	$78	$85
LVN	$55	$60
CNA / Mental Health Worker	$40	N/A
Medical Assistant	$40	N/A
ACSW	$82.50	$82.50
LCSW	$90	$90
AMFT	$78	$78
LMFT	$85	$85
Psychiatrist	$290	$290

Annual Rate Increase. An annual rate increase of 2% will be added to each services type listed above on January 1 every year begining in 2022.

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation. Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)
New Year's Day
Memorial Day
Independence Day
Easter
Martin Luther King Day
Thanksgiving Day
Labor Day
Christmas Eve (from 3 PM)
Christmas Day
Presidents Day
Pioneer Day (Utah Only)

STANISLAUS COUNTY BEHAVIORAL HEALTH & RECOVERY SERVICES:

Signature

Ruben Imperial
Printed Name & Title

5/7/2020
Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Andrea Torres
Signature

Andrea Torres, Assistant Controller
Printed Name & Title

04/27/2020
Date

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EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

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Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Original Agreement (Amergis Healthcare Staffing, Inc, Amendment 4)

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Andrea Torres Date: 4/27/2020

Signature: Andrea Torres Digitally signed by Andrea Torres Date: 2020.04.27 13:20:39 -04'00' Date: 4/27/2020

Vendor Name: Maxim Healthcare Staffing Services Inc.

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO for Risk Management: [redacted] Date: 4/10/2020

Attachment: Original Agreement (Amergis Healthcare Staffing, Inc, Amendment 4)

FACILITY STAFFING AMENDMENT

This Facility Staffing Amendment is entered into this 23rd day of September, 2020, by and between **Stanislaus County Behavioral Health & Recovery Services** located at 800 Scenic Dr. Modesto, CA 95350, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Staffing Services, Inc.,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Ave, Suite 235 Sacramento, CA 95825 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a Behavioral Health Facility located in CA and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

WHEREAS, MAXIM and FACILITY entered into the Facility Staffing Agreement (hereinafter "Agreement"), with an effective date of April 10th, 2020.

WHEREAS, FACILITY and MAXIM wish to amend the terms and conditions of the Agreement to read as the following:

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.** Maxim will, upon request by FACILITY, provide one or more licensed healthcare providers (i.e. LPNs, LVNs, RNs, CNAs) or other non-clinical personnel ("Non-Clinical Personnel") as specified by FACILITY (collectively Personnel) for supplemental staffing services, subject to the availability of qualified Personnel. In the event FACILITY requires MAXIM to provide non-clinical Personnel with the Personnel Requirements as outlined in Section 2.2, FACILITY shall notify MAXIM in writing of its request to abide by such Personnel Requirements. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will not provide services for that position.

Attachment: Amendment 1 (Amergis Healthcare Staffing, Inc, Amendment 4)

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Section 2.2 **Personnel.** MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

1) Possess current state license/registration and/or certification.

2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.

3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.

4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.

5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.

6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.

7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 **Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY attached hereto as Exhibit B.

Section 2.4 **Use of Independent Contractors and Subcontractors.** Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 **Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 **Record Access.** In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

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ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 **Orientation.** FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 **Requests for Personnel.** FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

Section 3.3 **Short-notice Requests.** MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 **Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 **Responsibility for Patient Care.** FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%). The obligations set forth in this Section shall survive the termination of this Agreement.

This Section 3.6 notwithstanding, CLIENT may hire any Personnel provided by MAXIM once Personnel have completed a minimum number of hours of work for CLIENT through MAXIM, according to the following schedule:

Aggregate Hours Worked By Personnel For Client in a Twelve (12) month period	Conversion Fee

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Prior to completing 140 hours	20 % of annualized starting salary
After Completions of 140-280 hours	18 % of annualized starting salary
After Completions of 280-420 hours	15 % of annualized starting salary
After Completions of 420-520 hours	12 % of annualized starting salary
After Completions of 520 hours	5 % of annualized starting salary

Section 3.7 **Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 3.8 **Right to Dismiss.** FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 **Float Policy.** Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 **Insurance.** FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage as set forth in Exhibit B, "Insurance Requirements for Professional Services"

Section 3.11 **Incident Reports.** FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 **Non-discrimination.** Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

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ARTICLE 5. COMPENSATION

Section 5.1 **Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

Stanislaus County Behavioral Health & Recovery Services
800 Scenic Drive, Building 4
Modesto, CA 95350
ATTN: Accounts Payable

Section 5.2 **Payment.** MAXIM shall submit a written invoice identify the name of the individual performing services, the date of services were performed and the total charge for services. FACILITY shall pay Maxim within thirty (30) calendar days of the receipt of the invoice by FACILITY.

Section 5.3 **Late Payment.** Intentionally Omitted.

Section 5.4 **Annual Rate Increases.** FACILITY agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

Section 5.5 **Maximum Limit.** The total amount authorized under this Agreement for services, recruitment fees, and travel expenses shall not exceed $199,999.

ARTICLE 6. TRAVEL SERVICES

Section 6.1 **Travel Services**. If required for the performance of services required by the Maxim, Maxim may be reimbursed for reasonable travel costs, meals and lodging at the same rate FACILITY pays to its employees if required for the performance of services required by FACILITY, consistent with FACILITY's Travel Policy approved by its Board of Supervisors on March 15, 2016. Receipts of all expenses shall be provided to FACILITY prior to payment of any reimbursable expenses. FACILITY will not pay for any costs incurred by a spouse or companion of MAXIM personnel, alcoholic beverages, tobacco, or personal expenses. Any non-business charges appearing on any bill must be identified and excluded from any claim for reimbursement.

Section 6.2 **Interviews.** Intentionally Omitted.

Section 6.3 **Travel Coordination.** MAXIM shall be solely responsible for coordinating Travel Personnel's travel assignments to FACILITY including housing, payroll and related functions.

Section 6.4 **Travel Assignment Cancellation.** MAXIM may cancel the remaining term of an assignment with notification to FACILITY. MAXIM will use its best efforts to provide a qualified replacement for such canceled Travel Personnel within fourteen (14) days from the date of notification.

Section 6.5 **Assignment Continuation.** FACILITY agrees that all Travel Personnel introduced by MAXIM and/or accepted for assignment by FACILITY, will continue to work future FACILITY assignments solely as employees of MAXIM during the term of this Agreement.

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Section 6.6 **Travel Assignment Cancellation for Convenience.** FACILITY agrees to utilize Travel Personnel for the specified period of time, outlined in the Assignment Confirmation. Should FACILITY staffing needs change and FACILITY wishes to cancel Travel Personnel already being utilized on contract, FACILITY must give MAXIM fourteen (14) days' notice before cancellation date. If FACILITY does not provide required notice, FACILITY will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Personnel's rate subtracted by any hours worked by Travel Personnel after notice is given (calculated as Travel Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Travel Personnel in other facilities in the area.

Section 6.7 **Travel Personnel Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 6.8 **Confirmations**. Each assignment will be confirmed in writing with the specific hourly rates to be charged for specific Travel Personnel to work a specific assignment. Assignment Confirmations (Exhibit B) will be sent via electronic mail, facsimile, or reliable carrier as agreed upon by the FACILITY and MAXIM. In the event that FACILITY fails to respond to the Assignment Confirmation within two (2) business days, the FACILITY will be deemed to have accepted the terms in said Assignment Confirmation and FACILITY will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

Section 6.9 **Incorporation of Assignment Confirmations.** FACILITY agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. GENERAL TERMS

Section 7.1 **Independent Contractors.** MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 7.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

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Section 7.3 **Indemnification.** MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 7.4 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 7.5 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Stanislaus County Behavioral Health & Recovery Services
800 Scenic Dr, Building 4
Modesto, CA 95350
ATTN: Dr. Mora

Maxim Healthcare Staffing Services, Inc.

7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
1050 Fulton Ave, Suite 235
Sacramento, CA 95825
ATTN: **Thomas Huse**

Section 7.6 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 7.7 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 7.8 **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.

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Section 7.9 **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 7.10 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 7.11 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 7.12 **Choice of Law/Venue.** The parties hereto agreement that the provision of this agreement will be pursuant to the laws of the State of California. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Stanislaus.

Section 7.13 **Limitation on Liability**. Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 7.14 **Incorporation of Recitals**. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 7.15 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the FACILITY, or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 8. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 8.1 **Confidentiality.**

A. MAXIM/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

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B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 8.2 **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that FACILITY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of FACILITY's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in FACILITY's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of FACILITY's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to FACILITY hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

STANISLAUS COUNTY BEHAVIORAL HEALTH & RECOVERY SERVICES:	MAXIM HEALTHCARE STAFFING SERVICES, INC.:
Signature	Andrea Torres Signature justdrew@maxhealth.com
RUBEN IMPERIAL Printed Name & Title	Andrea Torres, Assistant Controller Printed Name & Title
10/12/2020 Date	09/29/2020 Date

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Doc ID: 20200928162029319
Sertifi Electronic Signature

County of Stanislaus:

Signature

Dan Wirtz, GSA Director/Purchasing Agent

Printed Name & Title

Date

"County"

APPROVED TO AS TO FORM:

Signature

MARC HARTLEY, DEPUTY COUNTY COUNSEL

Printed Name & Title

10-9-2020

Date

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ATTACHMENT A
MAXIM HEALTHCARE STAFFING SERVICES, INC.
FACILITY STAFFING RATES FOR
Stanislaus County Behavioral Health & Recovery Services

Charges will be based on the following hourly rate schedule effective **April 10th, 2020**:

Service	Local Rate	Travel Rate
RN	$78	$85
LVN	$55	$60
CNA / Mental Health Worker	$40	N/A
Medical Assistant	$40	N/A
ACSW	$82.50	$82.50
LCSW	$90	$90
AMFT	$78	$78
LMFT	$85	$85
Psychiatrist	$290	$290

Annual Rate Increase. An annual rate increase of 2% will be added to each services type listed above on January 1 every year begining in 2022.

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation. Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)
New Year's Day
Memorial Day
Independence Day
Easter
Martin Luther King Day
Thanksgiving Day
Labor Day
Christmas Eve (from 3 PM)
Christmas Day
Presidents Day
Pioneer Day (Utah Only)

Stanislaus County Behavioral Health & Recovery Services:

Signature

RUBEN SIMKERIAL
Printed Name & Title

10/12/2020
Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature

Printed Name & Title

Date

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ATTACHMENT A
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Independence Day
Easter
Martin Luther King Day
Thanksgiving Day
Labor Day
Christmas Eve (from 3 PM)
Christmas Day
Presidents Day
Pioneer Day (Utah Only)

Stanislaus County Behavioral Health & Recovery Services:	MAXIM HEALTHCARE STAFFING SERVICES, INC.:
Signature	Andrea Torres Signature judges@maxhealth.com
Printed Name & Title	Andrea Torres, Assistant Controller Printed Name & Title
Date	09/29/2020 Date

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Doc ID: 20200928162029319
Sertifi Electronic Signature

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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.3
AGENDA DATE: June 14, 2022

SUBJECT:
Approval of Agreements and Amendments for Behavioral Health and Recovery Services for Fiscal Year 2022-2023 for the Provision of Mental Health, Substance Use Disorder and Ancillary Services

BOARD ACTION AS FOLLOWS: **RESOLUTION NO. 2022-0276**

On motion of Supervisor Grewal **Seconded by Supervisor** C. Condit
and approved by the following vote,
Ayes: Supervisors: B. Condit, Chiesa, Grewal, C. Condit, and Chairman Withrow
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

1) __X__ **Approved as recommended**
2) _____ **Denied**
3) _____ **Approved as amended**
4) _____ **Other:**

MOTION:

ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

Attachment: Amendment 2 (Amergis Healthcare Staffing, Inc, Amendment 4)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.3
AGENDA DATE: June 14, 2022

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Agreements and Amendments for Behavioral Health and Recovery Services for Fiscal Year 2022-2023 for the Provision of Mental Health, Substance Use Disorder and Ancillary Services

STAFF RECOMMENDATION:

1. Approve the agreements and amendments with service providers for Behavioral Health and Recovery Services (BHRS) effective July 1, 2022, for Fiscal Year 2022-2023, as reflected in this agenda item.
2. Authorize the Behavioral Health Director, or designee, to sign the agreements and amendments for Fiscal Year 2022-2023 identified in Attachment 1 and Attachment 2 of this agenda item.
3. Authorize the Behavioral Health Director, or designee, to negotiate and sign amendments to agreements discussed in this agenda item, as Attachment 1, to add services and payment for services up to $200,000 per agreement, budget permitting, throughout Fiscal Year 2022-2023.
4. Authorize the Behavioral Health Director, or designee, to negotiate and sign amendments to agreements discussed in this agenda item, as Attachment 2, to add services and payment for services up to $100,000 per agreement, budget permitting, throughout Fiscal Year 2022-2023.

DISCUSSION:

Behavioral Health and Recovery Services (BHRS) contracts with numerous individuals and agencies for the provision of mental health, substance abuse disorder and ancillary services to Stanislaus County residents. In some cases, individuals and agencies are selected through a competitive process, which considers specific expertise as well as cost efficiency. Agreements are renewed based on a demonstrated ability to deliver required outcomes efficiently, along with availability of funding. While several agencies have successful, long-term partner relationships with BHRS, all applicable provider agreements will continue to be reviewed and competitive bids will be sought periodically, consistent with Board of Supervisors' direction.

The agreements listed in Attachment 1 and Attachment 2 do not require competitive bids for Fiscal Year 2022-2023 and can be renewed or amended with Board of Supervisors' approval of the recommendations in this agenda item. The total amount of

Attachment: Amendment 2 (Amergis Healthcare Staffing, Inc, Amendment 4)

agreements or amendments to agreements for Fiscal Year 2022-2023 which are over $200,000 cumulatively is $95,268,525, as listed in Attachment 1. The total amount of agreements or amendments to agreements over $100,000 cumulatively, but under $200,000, over this period is $1,320,291, as listed in Attachment 2. BHRS makes this comprehensive annual contracting request, typically in May or June of each year to facilitate the execution of the agreements in time for the new fiscal year. It is essential that these routine agreements or amendments to agreements being considered for approval be fully executed before July 1, 2022 to avoid disruption of critical services to the residents of Stanislaus County.

BHRS may experience increases in the utilization of services or occasional funding opportunities throughout the year, while balancing fiscal resources for the various and competing demands for services. The Department requests authorization for the Behavioral Health Director, or designee, to negotiate and execute amendments, when necessary, budget permitting, throughout Fiscal Year 2022-2023 up to $200,000 per agreement listed in Attachment 1 of this agenda item without further action by the Board of Supervisors. Any amendments to these agreements will be identified in subsequent quarterly financial reports to the Board of Supervisors.

In addition, County departments are required to provide a quarterly report to the Board of Supervisors for any agreement wherein the compensation exceeds $100,000, but does not exceed $200,000, and the contract has not been previously approved by the Board of Supervisors. Attachment 2 identifies these agreements and/or amendments to agreements.

The Department requests authorization for the Behavioral Health Director, or his designee, to negotiate and execute amendments, when necessary, budget permitting, throughout Fiscal Year 2022-2023 up to $100,000 per agreement listed in Attachment 2 of this agenda item without further action by the Board of Supervisors. Any amendments to these agreements will be identified in subsequent quarterly financial reports to the Board of Supervisors.

BHRS also recommends the renewal of the revenue lease agreement with Telecare Corporation for use of the facility to operate the Psychiatric Health Facility (PHF). The PHF is in a County-owned facility at 1904 Richland Avenue in Ceres. Renewal of this agreement will allow for continued operation of the PHF in conjunction with the provider agreement.

POLICY ISSUE:

Section 4.3.6 of the Stanislaus County Purchasing Policy #00-2019-00 stipulates that contracts or agreements wherein the total cumulative compensation exceeds $200,000 requires approval by the Board of Supervisors, regardless of the procurement method. Cumulative refers to the total compensation paid by an individual department in the reporting year and the two fiscal years immediately prior thereto, where there has been no break in contractual services over six months. Such approval may be obtained either through an agenda item, or through a department's budget appropriation approval. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (County Resolution No. 2019-0129; California Government Code §25502.5).

Attachment: Amendment 2 (Amergis Healthcare Staffing, Inc, Amendment 4)

FISCAL IMPACT:

The BHRS 2022-2023 Proposed Budget includes appropriations and estimated revenue in the amount of $96,588,816 for the agreements identified in Attachments 1 and 2 of this agenda item. Funding for these agreements comes from different revenue sources; Medi-Cal Federal Financial Participation (FFP), 1991 and 2011 Realignment, Mental Health Services Act (MHSA), various grants, Inter-Departmental Agreements, State General Fund, and County General Fund. There is no additional impact to County General Fund as a result of this agenda item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Supporting Community Health* and *Delivering Efficient Public Services and Community Infrastructure* by contracting with community providers to deliver the needed services at appropriate levels in a cost-effective manner.

STAFFING IMPACT:

Existing staff from Behavioral Health and Recovery Services are available to support these agreements including any necessary monitoring, amending, and reporting.

CONTACT PERSON:

Ruben Imperial, MBA (209) 525-6222
Director, Behavioral Health and Recovery Services

ATTACHMENT(S):

1. Contracts Over $200,000
2. Contracts Between $100,000 and $200,000

Attachment: Amendment 2 (Amergis Healthcare Staffing, Inc, Amendment 4)

Department	Budget Unit	Contractor	Brief Description of Services	Previous Contracted Amounts for 07/01/20 - 06/30/22 Combined	Proposed Contracted Amounts for 07/1/22 - 06/30/23	Cumulative Contract Total
Behavioral Health and Recovery Services	Behavioral Health	Jackson & Coker Locum Tenens, LLC	Locum Tenens: Psychiatrists	$ 1,206,400	$ 603,200	$ 1,809,600
Behavioral Health and Recovery Services	Behavioral Health	Kings View	Behavioral Health Management Information Systems	$ 708,547	$ 521,660	$ 1,230,207
Behavioral Health and Recovery Services	Behavioral Health & Mental Health Services Act	Mar-Ric Jones Care Home	Transitional Residential Program	$ 3,000,000	$ 1,500,000	$ 4,500,000
Behavioral Health and Recovery Services	Behavioral Health & Mental Health Services Act	Maxim Healthcare Services	Healthcare Employment	$ 199,999	$ 199,999	$ 399,998
Behavioral Health and Recovery Services	Behavioral Health	Medical Hill Rehab Center, LLC (Canyon Manor)	Skilled Nursing Facility: Guardian Post	$ 595,000	$ 395,000	$ 990,000
Behavioral Health and Recovery Services	Behavioral Health	Mental Health Management I, Inc., (Canyon Manor)	IMD Facility	$ 2,400,000	$ 1,200,000	$ 3,600,000
Behavioral Health and Recovery Services	Behavioral Health	Merced Behavioral Center, LLC	Treatment Facility	$ 2,000,000	$ 1,000,000	$ 3,000,000
Behavioral Health and Recovery Services	Behavioral Health	Netsmart Technologies	Software Provider	$ 420,000	$ 210,000	$ 630,000
Behavioral Health and Recovery Services	Alcohol and Other Drug	Nirvana Alcohol and Drug Treatment Program	SUD Services	$ 4,609,248	$ 2,304,624	$ 6,913,872
Behavioral Health and Recovery Services	Mental Health Services Act	Oak Valley Hospital District	RAIZ Promotora MH Prevention Program: Oakdale	$ 124,368	$ 75,763	$ 200,131
Behavioral Health and Recovery Services	Mental Health Services Act	Parent Resource Center	RAIZ Promotora MH Prevention Program: West Modesto	$ 150,000	$ 75,000	$ 225,000
Behavioral Health and Recovery Services	Behavioral Health & Mental Health Services Act & Alcohol and Other Drug	Rogers Drug Stores Pharmacy, Inc.	Outpatient Pharmacy Services and Physician Consultant Services	$ 448,000	$ 224,000	$ 672,000
Behavioral Health and Recovery Services	Alcohol and Other Drug	Scenic Faculty Medical Group, Inc. (SFMG)	MD for Medical Exams @ Genesis	$ 112,915	$ 400,000	$ 512,915
Behavioral Health and Recovery Services	Behavioral Health	Servas, Karen	Contracted Employee - Fiscal/Admin Support	$ 48,000	$ 156,000	$ 204,000
Behavioral Health and Recovery Services	Behavioral Health	Sierra Vista Child and Family Services	Intensive Community Support (ICS) & Behavioral Health Services Team (BHST)	$ 5,220,233	$ 4,714,730	$ 9,934,963
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	Early Psychosis Prevention and Intervention Services	$ 1,131,911	$ 636,911	$ 1,768,822
Behavioral Health and Recovery Services	Behavioral Health	Sierra Vista Child and Family Services	First Step Perinatal	$ 1,696,174	$ 848,087	$ 2,544,261
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: Denair/Hickman/Waterford	$ 150,000	$ 75,000	$ 225,000
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: Empire/Hughson	$ 150,000	$ 75,000	$ 225,000
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: North Modesto/Salida	$ 150,000	$ 75,000	$ 225,000
Behavioral Health and Recovery Services	Behavioral Health	Sierra Vista Child and Family Services	Short Term Residential Therapeutic Program (STRTP)	$ 1,528,000	$ 764,000	$ 2,292,000
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	Youth Assessment Center (YAC)	$ 300,000	$ 150,000	$ 450,000
Behavioral Health and Recovery Services	Managed Care	Sierra Vista Hospital	Acute Psychiatric Inpatient Services	$ 300,000	$ 150,000	$ 450,000
Behavioral Health and Recovery Services	Mental Health Services Act	St. Claire, Beatrice, MD.	Contracted Employee - Psychiatrist	$ 436,800	$ 275,000	$ 711,800
Behavioral Health and Recovery Services	Mental Health Services Act	Stanislaus County Affordable Housing Corporation (STANCO)	Property Management and Rent Subsidy for Placement of Homeless or Clients at Risk of Homelessness with a Mental Illness	$ 1,376,500	$ 784,860	$ 2,161,360
Behavioral Health and Recovery Services	Mental Health Services Act	Stanislaus County Aging and Veterans Services	Adult/Older Adult Brief Intervention Counseling (BIC)	$ 748,800	$ 374,400	$ 1,123,200
Behavioral Health and Recovery Services	Managed Care	Sutter Valley Hospitals dba Sutter Center for Psychiatry	Inpatient Psychiatric Hospitalization Services	$ 400,000	$ 150,000	$ 550,000
Behavioral Health and Recovery Services	Mental Health Services Act	Telecare Corporation	CSS Outreach and Engagement	$ 1,230,327	$ 697,220	$ 1,927,547
Behavioral Health and Recovery Services	Behavioral Health	Telecare Corporation	IMD/SNF Treatment Facilities	$ 1,600,000	$ 800,000	$ 2,400,000
Behavioral Health and Recovery Services	Managed Care & Mental Health Services Act	Telecare Corporation	Psychiatric Health Facility	$ 13,792,406	$ 6,142,648	$ 19,935,054
Behavioral Health and Recovery Services	Managed Care	Telecare Corporation	Revenue Lease Agreement for Psychiatric Health Facility Lease Agreement	$ 838,692	$ 414,311	$ 1,253,003
Behavioral Health and Recovery Services	Mental Health Services Act	Telecare Corporation	Telecare Behavioral Health Services Team (BHST)	$ 9,837,974	$ 8,450,240	$ 18,288,214
Behavioral Health and Recovery Services	Mental Health Services Act	Telecare Corporation	Transitional Age Youth (TAY) Behavioral Health Services Team and Transitional Age Youth (TAY) Drop-in Center	$ 3,033,202	$ 3,380,120	$ 6,413,322

Attachment: Amendment 2 (Amergis Healthcare Staffing, Inc, Amendment 4)

maxim healthcare services

AGREEMENT AMENDMENT TWO

This Amendment (hereinafter "Amendment") to the Facility Staffing Agreement (hereinafter "Agreement") is entered into this 11th day of January, 2022, by and between **Stanislaus County Behavioral Health & Recovery Services** located at 800 Scenic Dr., Modesto, CA 95350, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Ave, Suite 235, Sacramento, CA 95825, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY and MAXIM entered into the Agreement, with an effective date of 9/23/2020.

WHEREAS, FACILTY and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to amend the Agreement to reflect the following terms and conditions. The Agreement is hereby amended to increase the contract maximum amount by $199,999 for Fiscal Year 2022-2023, bringing the total contract maximum from $199,999 to $399,998 for for Fiscal Year 2022-2023

The following rates shall be applicable as of the Effective Date listed below:

Services	Hourly Rate
AMFT/ACSW/APCC	$110/hr
LMFT/LCSW/LPCC	$120/hr
RN	$95/hr

The terms and conditions of this Amendment are effective as of 1/11/2022. All other terms and conditions will remain unchanged as stated in the Agreement.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES

Signature

Ruben Imperial

Printed Name & Title

2/2/2022

Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature

Printed Name & Title

Date

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY
DATE: 1-31-2022

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Attachment: Amendment 2 (Amergis Healthcare Staffing, Inc, Amendment 4)

AGREEMENT AMENDMENT TWO

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The following rates shall be applicable as of the Effective Date listed below:

Services	Hourly Rate
AMFT/ACSW/APCC	$110/hr
LMFT/LCSW/LPCC	$120/hr
RN	$95/hr

The terms and conditions of this Amendment are effective as of 1/11/2022. All other terms and conditions will remain unchanged as stated in the Agreement.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES	MAXIM HEALTHCARE STAFFING SERVICES, INC.:
	Andrea Torres
Signature	Signature
	Andrea Torres, Assistant Controller
Printed Name & Title	Printed Name & Title
	02/04/2022
Date	Date

Attachment: Amendment 2 (Amergis Healthcare Staffing, Inc, Amendment 4)

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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:6.B.1
AGENDA DATE: June 20, 2023

SUBJECT:
Approval of Agreements and Amendments for Behavioral Health and Recovery Services for the Provision of Mental Health, Substance Use Disorder and Ancillary Services and the Lease Agreement for the Psychiatric Health Facility with Telecare Corporation for Fiscal Year 2024

BOARD ACTION AS FOLLOWS: **RESOLUTION NO. 2023-0286**

On motion of Supervisor Chiesa **Seconded by Supervisor** B. Condit
and approved by the following vote,
Ayes: Supervisors: B. Condit, Chiesa, Withrow, Grewal, and Chairman C. Condit
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

1) X **Approved as recommended**
2) _____ **Denied**
3) _____ **Approved as amended**
4) _____ **Other:**

MOTION:

Elizabeth A King

ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

Attachment: FY 2024 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

Department	Budget Unit	Contractor	Brief Description of Services	Previous Contracted Amounts for 07/01/21 - 06/30/23 Combined	Proposed Contracted Amounts for 07/1/23 - 06/30/24	Cumulative Contract Total
Behavioral Health and Recovery Services	Mental Health Services Act	God's Love Outreach Ministries - GLOM	Adult Residential Facility	$ 2,091,468	$ 1,057,740	$ 3,149,208
Behavioral Health and Recovery Services	Behavioral Health	Helios Healthcare, LLC	Idylwood Care Center	$ 810,000	$ 405,000	$ 1,215,000
Behavioral Health and Recovery Services	Mental Health Services Act	Hope's Care Home	Transitional Board and Care Facility	$ 300,374	$ 189,710	$ 490,084
Behavioral Health and Recovery Services	Stanislaus Recovery Center	Howard Prep	Food Services @ SRC	$ 666,906	$ 301,092	$ 967,998
Behavioral Health and Recovery Services	Behavioral Health	Jackson & Coker Locum Tenens, LLC	Locum Tenens: Psychiatrists	$ 1,206,400	$ 603,200	$ 1,809,600
Behavioral Health and Recovery Services	Public Guardian	Johnson, Barbara	Conservatorships & Training	$ 142,000	$ 94,000	$ 236,000
Behavioral Health and Recovery Services	Behavioral Health	Kings View	Behavioral Health Management Information Systems	$ 1,230,207	$ 1,339,419	$ 2,569,626
Behavioral Health and Recovery Services	Mental Health Services Act	Mar-Ric Jones Care Home	Transitional Residential Program	$ 3,000,000	$ 1,500,000	$ 4,500,000
Behavioral Health and Recovery Services	Behavioral Health	Maxim Healthcare Services	Healthcare Employment	$ 399,998	$ 199,999	$ 599,997
Behavioral Health and Recovery Services	Behavioral Health	Medical Hill Rehab Center, LLC (Canyon Manor)	Skilled Nursing Facility: Guardian Post	$ 790,000	$ 395,000	$ 1,185,000
Behavioral Health and Recovery Services	Behavioral Health	Mental Health Management I, Inc., (Canyon Manor)	IMD Facility	$ 2,400,000	$ 1,200,000	$ 3,600,000
Behavioral Health and Recovery Services	Behavioral Health	Merced Behavioral Center, LLC	Treatment Facility	$ 2,236,000	$ 1,236,000	$ 3,472,000
Behavioral Health and Recovery Services	Behavioral Health	Modesto Police Department	Crisis Intervention Training	$ 116,800	$ 116,800	$ 233,600
Behavioral Health and Recovery Services	Alcohol and Other Drug	Nirvana Alcohol and Drug Treatment Program	SUD Services	$ 4,609,248	$ 2,304,624	$ 6,913,872
Behavioral Health and Recovery Services	Mental Health Services Act	Oak Valley Hospital District	RAIZ Promotora MH Prevention Program: Oakdale	$ 145,447	$ 63,174	$ 208,621
Behavioral Health and Recovery Services	Mental Health Services Act	Parent Resource Center	RAIZ Promotora MH Prevention Program: West Modesto	$ 224,067	$ 84,770	$ 308,837
Behavioral Health and Recovery Services	Behavioral Health	Rogers Drug Stores Pharmacy, Inc.	Outpatient Pharmacy Services and Physician Consultant Services	$ 448,000	$ 224,000	$ 672,000
Behavioral Health and Recovery Services	Alcohol and Other Drug	Scenic Faculty Medical Group, Inc. (SFMG)	MD for Medical Exams	$ 800,000	$ 400,000	$ 1,200,000
Behavioral Health and Recovery Services	Behavioral Health	Servas, Karen	Contracted Employee - Fiscal/Admin Support	$ 204,000	$ 156,000	$ 360,000
Behavioral Health and Recovery Services	Behavioral Health	Sierra Vista Child and Family Services	Intensive Community Support (ICS) & Behavioral Health Services Team (BHST)	$ 7,456,955	$ 4,878,835	$ 12,335,790
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	Lasting Indepdendence & Family Empowerment (LIFEPATH) Early Psychosis Intervention (EPI)	$ 1,273,822	$ 636,911	$ 1,910,733
Behavioral Health and Recovery Services	Alcohol and Other Drug	Sierra Vista Child and Family Services	First Step Perinatal	$ 1,696,174	$ 848,087	$ 2,544,261
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: Denair/Hickman/Waterford	$ 248,963	$ 85,410	$ 334,373
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: Empire/Hughson	$ 367,071	$ 87,127	$ 454,198
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: North Modesto/Salida	$ 380,003	$ 88,822	$ 468,825
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: South Modesto	$ 131,750	$ 87,359	$ 219,109
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	Short Term Residential Therapeutic Program (STRTP)	$ 1,428,000	$ 764,000	$ 2,192,000
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	Youth Assessment Center (YAC)	$ 300,000	$ 150,000	$ 450,000
Behavioral Health and Recovery Services	Managed Care	Sierra Vista Hospital	Acute Psychiatric Inpatient Services	$ 300,000	$ 150,000	$ 450,000
Behavioral Health and Recovery Services	Mental Health Services Act	St. Claire, Beatrice, MD.	Contracted Employee - Psychiatrist	$ 477,600	$ 259,200	$ 736,800
Behavioral Health and Recovery Services	Mental Health Services Act	Stanislaus County Affordable Housing Corporation (STANCO)	Property Management and Rent Subsidy for Placement of Homeless or Clients at Risk of Homelessness with a Mental Illness	$ 1,535,000	$ 809,860	$ 2,344,860
Behavioral Health and Recovery Services	Mental Health Services Act	Stanislaus County Aging and Veterans Services	Adult/Older Adult Brief Intervention Counseling (BIC)	$ 748,800	$ 393,120	$ 1,141,920
Behavioral Health and Recovery Services	Managed Care	Sutter Valley Hospitals dba Sutter Center for Psychiatry	Inpatient Psychiatric Hospitalization Services	$ 300,000	$ 150,000	$ 450,000
Behavioral Health and Recovery Services	Behavioral Health	Symplr	Compliance Monitoring Software	$ 190,593	$ 68,664	$ 259,257
Behavioral Health and Recovery Services	Mental Health Services Act	Telecare Corporation	CSS Outreach and Engagement	$ 1,394,440	$ 697,220	$ 2,091,660
Behavioral Health and Recovery Services	Behavioral Health	Telecare Corporation	IMD/SNF Treatment Facilities	$ 1,600,000	$ 800,000	$ 2,400,000
Behavioral Health and Recovery Services	Managed Care	Telecare Corporation	Psychiatric Health Facility	$ 12,285,296	$ 6,142,648	$ 18,427,944
Behavioral Health and Recovery Services	Mental Health Services Act	Telecare Corporation	Telecare Behavioral Health Services Team (BHST)	$ 13,938,462	$ 8,450,240	$ 22,388,702

Attachment: FY 2024 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.11
AGENDA DATE: June 25, 2024

SUBJECT:
Approval of Agreements and Amendments for Behavioral Health and Recovery Services for the Provision of Mental Health, Substance Use Disorder and Ancillary Services and the Lease Agreement for the Psychiatric Health Facility with Telecare Corporation for Fiscal Year 2025

BOARD ACTION AS FOLLOWS: **RESOLUTION NO. 2024-0332**

On motion of Supervisor Withrow **Seconded by Supervisor** B. Condit
and approved by the following vote,
Ayes: Supervisors: B. Condit, Chiesa, Withrow, C. Condit, and Chairman Grewal
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

1) X **Approved as recommended**
2) _____ **Denied**
3) _____ **Approved as amended**
4) _____ **Other:**

MOTION:

This item was removed from the consent calendar for discussion and consideration.

Elizabeth A. King

ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.11
AGENDA DATE: June 25, 2024

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval of Agreements and Amendments for Behavioral Health and Recovery Services for the Provision of Mental Health, Substance Use Disorder and Ancillary Services and the Lease Agreement for the Psychiatric Health Facility with Telecare Corporation for Fiscal Year 2025

STAFF RECOMMENDATION:

1. Approve the agreements and amendments with service providers for Behavioral Health and Recovery Services (BHRS) effective July 1, 2024, for Fiscal Year 2025, as reflected in Attachment 1 Contracts over $200,0000 and Attachment 2 Contracts between $100,000 and $200,000 of this agenda item.
2. Authorize the Behavioral Health Director, or designee, to sign the agreements and amendments for Fiscal Year 2025 identified in Attachment 1 and Attachment 2 of this agenda item.
3. Authorize the Behavioral Health Director, or designee, to negotiate and sign amendments to agreements discussed in this agenda item, as detailed in Attachment 1, to add services and payment for services up to $200,000 per agreement, budget permitting, throughout Fiscal Year 2025.
4. Authorize the Behavioral Health Director, or designee, to negotiate and sign amendments to agreements discussed in this agenda item, as detailed in Attachment 2, to add services and payment for services up to $100,000 per agreement, budget permitting, throughout Fiscal Year 2025.
5. Approve any agreements or amendments being considered for approval in this agenda item to be retroactive to July 1, 2024, to avoid disruption of critical services to the residents of Stanislaus County in the event they are not fully executed by July 1, 2024.
6. Authorize the Behavioral Health Director, or designee to implement and execute necessary amendments to provide incentives for specified BHRS contractors that experienced financial losses during the Fiscal Year 2023/2024.
7. Approve the lease agreement for the Psychiatric Health Facility (PHF) with Telecare Corporation for Fiscal Year 2025 and allow the Department to obtain the required approvals for the lease agreement insurance provisions before the final execution of the agreement.

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

8. Authorize the County Purchasing Agent, or designee, to sign the lease agreement for the PHF with Telecare Corporation for Fiscal Year 2025.

DISCUSSION:

Behavioral Health and Recovery Services (BHRS) contracts with numerous individuals and agencies for the provision of mental health, substance abuse disorder and ancillary services to residents of Stanislaus County. In some cases, individuals and agencies are selected through a competitive process, which considers specific expertise as well as cost efficiency. Agreements are renewed based on a demonstrated ability to deliver required outcomes efficiently, along with the availability of funding. While several agencies have successful, long-term partner relationships with BHRS, all applicable provider agreements will continue to be reviewed and competitive bids will be sought periodically, consistent with the Board of Supervisors' direction. The contracts detailed in Attachment 1, Contracts greater than $200,000 and Attachment 2, Contracts between $100,000 and $200,000, are consistent with the current scope of BHRS services.

BHRS makes this comprehensive annual contracting request, typically in May or June of each year, to support the timing needed to process and execute the contracts in time for the new fiscal year, which begins July 1, 2024. The agreements listed in Attachments 1 and 2 do not require a competitive bid for Fiscal Year 2025 and can be renewed or amended with the Board Supervisors' approval of the recommendations in this agenda item.

BHRS may experience an increase in the utilization of services or occasional funding opportunities throughout the year while balancing fiscal resources for the various and competing demands for services. The Department requests authorization for the Behavioral Health Director, or designee, to negotiate and execute amendments, when necessary, budget permitting, throughout Fiscal Year 2025 up to $200,000 per agreement listed in Attachment 1 of this agenda item without further action by the Board of Supervisors. Any amendments to these agreements will be identified in subsequent quarterly reports to the Board of Supervisors.

In addition, the Department requests authorization for the Behavioral Health Director, or designee, to negotiate and execute amendments, when necessary, budget permitting, throughout Fiscal Year 2025 up to $100,000 per agreement listed in Attachment 2 of this agenda item without further action by the Board of Supervisors. Any amendments to these agreements will be identified in subsequent quarterly reports to the Board of Supervisors.

Lastly, it is essential that these routine agreements or amendments to agreements being considered for approval be fully executed before July 1, 2024, to avoid disruption of critical services to the residents of Stanislaus County. Therefore, it is recommended that any agreement or amendment not fully executed by July 1, 2024, be retroactive to July 1, 2024. The Department is currently experiencing significant vacancies in the Administrative and Fiscal Division, which may lead to slight delays in getting the agreements and amendments executed.

<u>California Advancing and Innovating Medi-Cal (CalAIM) Financial Incentives</u>

Due to the transition from cost-based reimbursement to the new CalAIM payment reform model, financial projections and necessary rates for vendors to cover costs were

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

difficult to determine at the time contracts were initially signed with vendors. BHRS aims to alleviate potential financial losses that may have occurred during Fiscal Year 2024 for those BHRS contractors providing outpatient MediCal Behavioral Health Services under the new CalAIM initiative. Therefore, the Department proposes that contractors who experienced a financial loss as a direct result of the implementation of the CalAIM initiative be eligible for incentives, up to a maximum of 5% of the contract total, not to exceed $250,000. Contractors may qualify for these incentives by accomplishing specified milestones defined by BHRS. These milestones include:

- Submission of an attestation or other documentation showing that 80% of all direct service staff have logged in to SmartCare Electronic Health Record and completed all required training;
- Submission of an attestation or other documentation showing that the Contractor has implemented the CalAIM Screening and Transition of Care Tools; and/or
- Submission of documentation demonstrating that the Contractor is utilizing the SmartCare Invoice Generator to submit monthly invoices to the County.

Telecare Corporation Lease Agreement

BHRS also recommends the renewal of the revenue lease agreement with Telecare Corporation for the use of the facility to operate the Psychiatric Health Facility (PHF). The PHF is in a County-owned facility at 1904 Richland Avenue in Ceres. This renewal is essential for the continued operation of the PHF in conjunction with the provider/operating agreement with Telecare Corporation. The department has an existing operating agreement with Telecare for the Psychiatric Health Facility, which contains all provisions of the lease insurance requirements exhibit, except for the property insurance requirement to cover the vendor's improvements and betterments. The Psychiatric Health Facility is compliant with the provisions of the existing agreement. BHRS recommends and CEO Risk Management is supportive of the Board approving the agreement and allowing the Department to obtain the required approvals for the lease agreement insurance provisions before the final execution of the agreement.

POLICY ISSUE:

Section 4.3.6 of the Stanislaus County Purchasing Policy #00-2022-00 requires Board of Supervisors' approval for any contract or agreement wherein the total cumulative compensation exceeds $200,000, based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent. Cumulative refers to the total compensation paid by an individual department in the reporting year and the two fiscal years immediately prior thereto, where there has been no break in contractual services over six months. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (County Resolution No. 2022-0287; California Government Code §25502.5).

Pursuant to Government Code §25536 and Section 13.4 of Stanislaus County Purchasing Policy #00-2022-00, a four-fifths vote of the Board of Supervisors is required for the County to enter into leases of County-owned property.

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

FISCAL IMPACT:

The total amount of agreements or amendments to agreements for Fiscal Year 2025 which are over $200,000 cumulatively, is $125,608,401, as listed in Attachment 1. The total amount of agreements or amendments to agreements over $100,000 but under $200,000 for Fiscal Year 2025 is $797,285, as listed in Attachment 2.

The BHRS 2025 Proposed Budget includes appropriations and estimated revenue in the amount of $126,405,686 for the agreements identified in Attachments 1 and 2 of this agenda item. Funding for these agreements comes from different revenue sources: Medi-Cal Federal Financial Participation, 1991 and 2011 Realignment, Mental Health Services Act, various grants, Inter-Departmental Agreements, State General Fund, and County General Fund.

The lease agreement with Telecare Corporation to operate the PHF on the Stanislaus Recovery Center campus will generate $414,311 in rental revenue for BHRS that can be utilized to support other operational costs. There is no additional impact to the County General Fund as a result of this agenda item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board of Supervisors' priorities of *Supporting a Healthy Community* and *Delivering Efficient Public Services* by collaborating with other agencies and community-based organizations to provide behavioral health services to the community.

STAFFING IMPACT:

Existing staff from Behavioral Health and Recovery Services are available to support these agreements, including any necessary monitoring, amending, and reporting.

CONTACT PERSON:

Tony Vartan, MSW, LCSW (209) 525-6222
Director, Behavioral Health and Recovery Services

ATTACHMENT(S):

1. Attachment 1
2. Attachment 2
3. Telecare Lease Agreement
4. Levine Act Disclosure Forms
5. Letter from the City of Turlock

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

Attachment 1

Fiscal Year 2024-2025
Contract Summary Sheet
All Funds
Contracts over $200,000

Department	Budget Unit	Contractor	Brief Description of Services	Previous Contracted Amounts for 07/01/22 - 06/30/24 Combined	FY 22/23 Contracted Amounts	FY 23/24 Contracted Amounts	Proposed Contracted Amounts for 07/1/24 - 06/30/25	Cumulative Contract Total
Behavioral Health and Recovery Services	Behavioral Health	A&A Health Services	Transitional Board and Care Residential Services	$ 6,143,825	$ 1,295,000	$ 4,848,825	$ 7,764,000	$ 13,907,825
Behavioral Health and Recovery Services	Stanislaus Recovery Center	ABM Industry Groups, LLC	SRC Facility Maintenance	$ 452,000	$ 226,000	$ 226,000	$ 226,000	$ 678,000
Behavioral Health and Recovery Services	Substance Use Disorder	Aegis Treatment Centers, LLC	Narcotic Replacement Therapy Services	$ 19,000,000	$ 7,000,000	$ 12,000,000	$ 12,000,000	$ 31,000,000
Behavioral Health and Recovery Services	Mental Health Services Act	Cerida Investment Corporation dba AnswerNet	Access Line Services	$ 536,736	$ 268,368	$ 268,368	$ 268,368	$ 805,104
Behavioral Health and Recovery Services	Behavioral Health	Aspiranet	Crisis Stabilization and Intensive Community Support	$ 4,801,844	$ 2,400,922	$ 2,400,922	$ 2,650,922	$ 7,452,766
Behavioral Health and Recovery Services	Behavioral Health	Aspiranet	Family Urgent Response System (FURS)	$ 1,306,000	$ 653,000	$ 653,000	$ 653,000	$ 1,959,000
Behavioral Health and Recovery Services	Mental Health Services Act	Aspiranet	RAIZ Promotora MH Prevention Program, Turlock	$ 245,255	$ 72,787	$ 172,468	$ 85,801	$ 331,056
Behavioral Health and Recovery Services	Mental Health Services Act	Aspiranet	Short Term Residential Therapeutic Program (STRTP)	$ 3,000,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 4,500,000
Behavioral Health and Recovery Services	Behavioral Health	Aspiranet	Therapeutic Behavioral Services	$ 969,464	$ 484,732	$ 484,732	$ 734,732	$ 1,704,196
Behavioral Health and Recovery Services	Behavioral Health	Aspiranet	Wraparound Program	$ 4,962,190	$ 2,481,095	$ 2,481,095	$ 2,481,095	$ 7,443,285
Behavioral Health and Recovery Services	Managed Care	Bakersfield Behavioral Healthcare Hospital, LLC	Inpatient Psychiatric Hospitalization Services	$ 600,000	$ 300,000	$ 300,000	$ 300,000	$ 900,000
Behavioral Health and Recovery Services	Behavioral Health	Barton & Associates	Locum Tenens: Psychiatrists	$ 2,496,000	$ 1,248,000	$ 1,248,000	$ 1,248,000	$ 3,744,000
Behavioral Health and Recovery Services	Behavioral Health	Burdick, Karen	HR Support	$ 161,400	$ 62,400	$ 99,000	$ 99,000	$ 260,400
Behavioral Health and Recovery Services	Mental Health Services Act	California Locums, P.C.,	Locum Tenens: Psychiatrists	$ 1,144,000	$ 437,000	$ 707,000	$ 707,000	$ 1,851,000
Behavioral Health and Recovery Services	Behavioral Health	California Psychiatric Transitions	Mental Health Rehab Center	$ 8,333,332	$ 4,166,666	$ 4,166,666	$ 4,166,666	$ 12,499,998
Behavioral Health and Recovery Services	Mental Health Services Act	Carver Care Residential, LLC	Adult Residential Facility	$ 1,398,100	$ -	$ 1,398,100	$ 1,398,100	$ 2,796,200
Behavioral Health and Recovery Services	Substance Use Disorder	Center for Human Services	Primary Prevention: Student Assistance Program (SAP)	$ 724,276	$ 444,178	$ 280,098	$ 280,098	$ 1,004,374
Behavioral Health and Recovery Services	Mental Health Services Act	Center for Human Services	RAIZ Promotora MH Prevention Program: Airport Community	$ 208,123	$ 62,500	$ 145,623	$ 86,800	$ 294,923
Behavioral Health and Recovery Services	Mental Health Services Act	Center for Human Services	RAIZ Promotora MH Prevention Program: Ceres/Keyes	$ 252,705	$ 82,000	$ 170,705	$ 103,600	$ 356,305
Behavioral Health and Recovery Services	Mental Health Services Act	Center for Human Services	RAIZ Promotora MH Prevention Program: Grayson/Westley	$ 120,022	$ 32,322	$ 87,700	$ 87,700	$ 207,722

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

Department	Budget Unit	Contractor	Brief Description of Services	Previous Contracted Amounts for 07/01/22 - 06/30/24 Combined	FY 22/23 Contracted Amounts	FY 23/24 Contracted Amounts	Proposed Contracted Amounts for 07/1/24 - 06/30/25	Cumulative Contract Total
Behavioral Health and Recovery Services	Mental Health Services Act	Center for Human Services	RAIZ Promotora MH Prevention Program: Newman/Crows Landing/Riverdale Park Tract	$ 231,610	$ 75,000	$ 156,610	$ 93,000	$ 324,610
Behavioral Health and Recovery Services	Mental Health Services Act	Center for Human Services	RAIZ Promotora MH Prevention Program: Patterson	$ 461,684	$ 82,000	$ 379,684	$ 94,200	$ 555,884
Behavioral Health and Recovery Services	Mental Health Services Act	Center for Human Services	School Behavioral Health Integration	$ 6,407,968	$ 3,383,984	$ 3,023,984	$ 3,273,984	$ 9,681,952
Behavioral Health and Recovery Services	Substance Use Disorder	Center for Human Services	Substance Use Disorder (SUD) Intensive Outpatient Treatment Program	$ 1,259,137	$ 609,137	$ 650,000	$ 1,400,000	$ 2,659,137
Behavioral Health and Recovery Services	Substance Use Disorder	Center for Human Services	Substance Use Disorder (SUD)Youth Tx Services	$ 563,328	$ -	$ 563,328	$ 563,328	$ 1,126,656
Behavioral Health and Recovery Services	Mental Health Services Act	Central Star Behavioral Health, Inc.	Children's Behavioral Health Services Team	$ 4,539,434	$ 2,269,717	$ 2,269,717	$ 2,519,717	$ 7,059,151
Behavioral Health and Recovery Services	Managed Care	Central Star Behavioral Health, Inc.	Psychiatric Health Facility	$ 900,000	$ 450,000	$ 450,000	$ 450,000	$ 1,350,000
Behavioral Health and Recovery Services	Mental Health Services Act	Community Housing and Shelter Services (CHSS)	Shelter Nights	$ 163,322	$ 81,661	$ 81,661	$ 81,661	$ 244,983
Behavioral Health and Recovery Services	Mental Health Services Act	Connect For (previously Kate Trompetter)	Strategic Planning Support	$ 170,000	$ 120,000	$ 50,000	$ 50,000	$ 220,000
Behavioral Health and Recovery Services	Mental Health Services Act	Creative Alternatives, Inc.	Short Term Residential Therapeutic Program (STRTP)	$ 2,000,000	$ 1,000,000	$ 1,000,000	$ 1,250,000	$ 3,250,000
Behavioral Health and Recovery Services	Behavioral Health	Crestwood Behavioral Health, Inc.	Treatment Facilities (IMD)	$ 7,623,934	$ 3,666,667	$ 3,957,267	$ 3,957,267	$ 11,581,201
Behavioral Health and Recovery Services	Mental Health Services Act	Davis Guest Home, Inc.	Transitional Residential Program	$ 8,081,810	$ 3,732,455	$ 4,349,355	$ 4,349,355	$ 12,431,165
Behavioral Health and Recovery Services	Mental Health Services Act	El Concilio California	Youth Behavioral Health Outreach Worker (YBHOW)	$ 1,128,944	$ 584,472	$ 544,472	$ 270,000	$ 1,398,944
Behavioral Health and Recovery Services	Behavioral Health	Elizabeth Morrison Consulting	The Lay Counselor Academy	$ 171,000	$ -	$ 171,000	$ 171,000	$ 342,000
Behavioral Health and Recovery Services	Mental Health Services Act	Ever Well Health Systems	Residential Facility	$ 10,113,836	$ 4,456,918	$ 5,656,918	$ 5,656,918	$ 15,770,754
Behavioral Health and Recovery Services	Behavioral Health	GHC of Anberry LLC dba Anberry Nursing & Rehab Center	Skilled Nursing Facility/Special Treatment Program	$ 616,500	$ -	$ 616,500	$ 616,500	$ 1,233,000
Behavioral Health and Recovery Services	Mental Health Services Act	God's Love Outreach Ministries - GLOM	Adult Residential Facility	$ 2,710,930	$ 1,653,190	$ 1,057,740	$ 1,057,740	$ 3,768,670
Behavioral Health and Recovery Services	Behavioral Health	Gonzales Guzman, Lizette	Contract Employee - Clinician	$ 198,000	$ 99,000	$ 99,000	$ 99,000	$ 297,000
Behavioral Health and Recovery Services	Behavioral Health	Helios Healthcare, LLC	Idylwood Care Center	$ 859,800	$ 405,000	$ 454,800	$ 454,800	$ 1,314,600
Behavioral Health and Recovery Services	Mental Health Services Act	Hope's Care Home	Transitional Board and Care Facility	$ 497,820	$ 189,710	$ 308,110	$ 308,110	$ 805,930
Behavioral Health and Recovery Services	Stanislaus Recovery Center	Howard Prep	Food Services @ SRC	$ 755,814	$ 365,814	$ 390,000	$ 390,000	$ 1,145,814
Behavioral Health and Recovery Services	Behavioral Health	Jackson & Coker Locum Tenens, LLC	Locum Tenens: Psychiatrists	$ 1,206,400	$ 603,200	$ 603,200	$ 603,200	$ 1,809,600

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

Department	Budget Unit	Contractor	Brief Description of Services	Previous Contracted Amounts for 07/01/22 - 06/30/24 Combined	FY 22/23 Contracted Amounts	FY 23/24 Contracted Amounts	Proposed Contracted Amounts for 07/1/24 - 06/30/25	Cumulative Contract Total
Behavioral Health and Recovery Services	Public Guardian	Johnson, Barbara	Conservatorships & Training	$ 280,600	$ 94,000	$ 186,600	$ 186,600	$ 467,200
Behavioral Health and Recovery Services	Behavioral Health	Kings View	Behavioral Health Management Information Systems	$ 1,861,079	$ 521,660	$ 1,339,419	$ 1,339,419	$ 3,200,498
Behavioral Health and Recovery Services	Mental Health Services Act	Mar-Ric Jones Care Home	Transitional Residential Program	$ 3,077,500	$ 1,500,000	$ 1,577,500	$ 1,577,500	$ 4,655,000
Behavioral Health and Recovery Services	Behavioral Health	Maxim Healthcare Services	Healthcare Employment	$ 399,998	$ 199,999	$ 199,999	$ 199,999	$ 599,997
Behavioral Health and Recovery Services	Behavioral Health	Medical Hill Rehab Center, LLC (Canyon Manor)	Skilled Nursing Facility: Guardian Post	$ 896,800	$ 395,000	$ 501,800	$ 501,800	$ 1,398,600
Behavioral Health and Recovery Services	Behavioral Health	Mental Health Management I, Inc., (Canyon Manor)	IMD Facility	$ 2,400,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 3,600,000
Behavioral Health and Recovery Services	Behavioral Health	Merced Behavioral Center, LLC	Treatment Facility	$ 2,472,000	$ 1,236,000	$ 1,236,000	$ 1,236,000	$ 3,708,000
Behavioral Health and Recovery Services	Behavioral Health	Modesto Police Department	Crisis Intervention Training	$ 233,600	$ 116,800	$ 116,800	$ 116,800	$ 350,400
Behavioral Health and Recovery Services	Substance Use Disorder	Nirvana Alcohol and Drug Treatment Program	SUD Services	$ 4,609,248	$ 2,304,624	$ 2,304,624	$ 2,454,624	$ 7,063,872
Behavioral Health and Recovery Services	Substance Use Disorder	Nirvana Alcohol and Drug Treatment Programs	Recovery Residences for SUD Clients	$ 209,580	$ 142,580	$ 67,000	$ 50,000	$ 259,580
Behavioral Health and Recovery Services	Mental Health Services Act	Pacific Clinics	Enhanced-Intensive Services Foster Care (E-ISFC) and Therapeutic Foster Care (TFC)	$ 195,000	$ -	$ 195,000	$ 769,440	$ 964,440
Behavioral Health and Recovery Services	Mental Health Services Act	Parent Resource Center	RAIZ Promotora MH Prevention Program: West Modesto	$ 233,837	$ 75,000	$ 158,837	$ 84,770	$ 318,607
Behavioral Health & Recovery Services	Substance Use Disorder	Recover Medical Group, P.C.	Medication Treatment Services	$ 250,000	$ 100,000	$ 150,000	$ 100,000	$ 350,000
Behavioral Health and Recovery Services	Behavioral Health	Relias LLC (dba Bertelsmann Learning LLC)	Online Training	$ 98,500	$ 49,250	$ 49,250	$ 191,767	$ 290,267
Behavioral Health and Recovery Services	Behavioral Health	Rogers Drug Stores Pharmacy, Inc.	Outpatient Pharmacy Services and Physician Consultant Services	$ 448,000	$ 224,000	$ 224,000	$ 224,000	$ 672,000
Behavioral Health and Recovery Services	Behavioral Health	Servas, Karen	Contracted Employee - Fiscal/Admin Support	$ 312,000	$ 156,000	$ 156,000	$ 156,000	$ 468,000
Behavioral Health and Recovery Services	Behavioral Health	Sierra Vista Child and Family Services	Intensive Community Support (ICS) & Behavioral Health Services Team (BHST)	$ 9,757,670	$ 4,878,835	$ 4,878,835	$ 5,378,835	$ 15,136,505
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	Lasting Indepdendence & Family Empowerment (LIFEPATH) Early Psychosis Intervention (EPI)	$ 1,273,822	$ 636,911	$ 636,911	$ 636,911	$ 1,910,733
Behavioral Health and Recovery Services	Substance Use Disorder	Sierra Vista Child and Family Services	First Step Perinatal	$ 1,889,174	$ 1,041,087	$ 848,087	$ 848,087	$ 2,737,261
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: Denair/Hickman/Waterford	$ 255,623	$ 75,000	$ 180,623	$ 85,410	$ 341,033
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: Empire/Hughson	$ 375,448	$ 75,000	$ 300,448	$ 87,127	$ 462,575

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

Department	Budget Unit	Contractor	Brief Description of Services	Previous Contracted Amounts for 07/01/22 - 06/30/24 Combined	FY 22/23 Contracted Amounts	FY 23/24 Contracted Amounts	Proposed Contracted Amounts for 07/1/24 - 06/30/25	Cumulative Contract Total
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: North Modesto/Salida	$ 390,075	$ 75,000	$ 315,075	$ 88,822	$ 478,897
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	RAIZ Promotora MH Prevention Program: South Modesto	$ 361,643	$ 64,000	$ 297,643	$ 87,359	$ 449,002
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	Short Term Residential Therapeutic Program (STRTP)	$ 1,528,000	$ 764,000	$ 764,000	$ 764,000	$ 2,292,000
Behavioral Health and Recovery Services	Mental Health Services Act	Sierra Vista Child and Family Services	Youth Assessment Center (YAC)	$ 300,000	$ 150,000	$ 150,000	$ 150,000	$ 450,000
Behavioral Health and Recovery Services	Mental Health Services Act	Stanislaus County Affordable Housing Corporation (STANCO)	Property Management and Rent Subsidy for Placement of Homeless or Clients at Risk of Homelessness with a Mental Illness	$ 1,577,360	$ 767,500	$ 809,860	$ 943,214	$ 2,520,574
Behavioral Health and Recovery Services	Mental Health Services Act	Stanislaus County Aging and Veterans Services	Adult/Older Adult Brief Intervention Counseling (BIC)	$ 767,520	$ 374,400	$ 393,120	$ 423,120	$ 1,190,640
Behavioral Health and Recovery Services	Mental Health Services Act	Telecare Corporation	CSS Outreach and Engagement	$ 1,394,440	$ 697,220	$ 697,220	$ 697,220	$ 2,091,660
Behavioral Health and Recovery Services	Behavioral Health	Telecare Corporation	IMD/SNF Treatment Facilities	$ 1,600,000	$ 800,000	$ 800,000	$ 800,000	$ 2,400,000
Behavioral Health and Recovery Services	Managed Care	Telecare Corporation	Psychiatric Health Facility	$ 12,285,296	$ 6,142,648	$ 6,142,648	$ 7,313,028	$ 19,598,324
Behavioral Health and Recovery Services	Mental Health Services Act	Telecare Corporation	Telecare Behavioral Health Services Team (BHST)	$ 18,548,690	$ 8,450,240	$ 10,098,450	$ 14,000,240	$ 32,548,930
Behavioral Health and Recovery Services	Mental Health Services Act	Telecare Corporation	Transitional Age Youth (TAY) Behavioral Health Services Team and Transitional Age Youth (TAY) Drop-in Center	$ 6,760,240	$ 3,380,120	$ 3,380,120	$ 3,630,120	$ 10,390,360
Behavioral Health and Recovery Services	Mental Health Services Act	Traditions Psychology Group dba Traditions Behavioral Health	Psychiatric Locum Services	$ 8,311,600	$ 3,561,600	$ 4,750,000	$ 4,892,500	$ 13,204,100
Behavioral Health and Recovery Services	Public Guardian	Trompetter, Philip S.	Conservatorship Evaluations, Associated Court Testimony and MHSA Duties	$ 178,408	$ 100,204	$ 78,204	$ 78,204	$ 256,612
Behavioral Health and Recovery Services	Mental Health Services Act	Turner Residential, Inc.	Transitional Board and Care	$ 857,950	$ 410,625	$ 447,325	$ 447,325	$ 1,305,275
Behavioral Health and Recovery Services	Mental Health Services Act	Turning Point Community Programs	Garden Gate Respite (MHSA OE-02)	$ 3,101,044	$ 1,448,695	$ 1,652,349	$ 1,652,349	$ 4,753,393
Behavioral Health and Recovery Services	Mental Health Services Act	Turning Point Community Programs	Turning Point Behavioral Health Services Team (BHST)	$ 7,353,466	$ 3,676,733	$ 3,676,733	$ 3,926,733	$ 11,280,199
Behavioral Health and Recovery Services	Mental Health Services Act	Turning Point Community Programs, Inc.	Community Activities & Rehabilitation Transportation Services and Out of County Transports	$ 180,000	$ 90,000	$ 90,000	$ 135,000	$ 315,000
Behavioral Health and Recovery Services	Substance Use Disorder	Valley Recovery Resources dba Redwood Family Treatment Center (RFTC)	SUD Services	$ 3,700,000	$ 1,690,000	$ 2,010,000	$ 2,086,854	$ 5,786,854
Behavioral Health and Recovery Services	Substance Use Disorder	Valley Recovery Resouces dba Redwood Family Center	Recovery Residences for SUD Clients	$ 278,556	$ 188,556	$ 90,000	$ 85,000	$ 363,556

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

Department	Budget Unit	Contractor	Brief Description of Services	Previous Contracted Amounts for 07/01/22 - 06/30/24 Combined	FY 22/23 Contracted Amounts	FY 23/24 Contracted Amounts	Proposed Contracted Amounts for 07/1/24 - 06/30/25	Cumulative Contract Total
Behavioral Health and Recovery Services	Substance Use Disorder	Valley Sober Charties	Recovery Residences for SUD Clients	$ 238,800	$ 133,800	$ 105,000	$ 85,000	$ 323,800
Behavioral Health and Recovery Services	Mental Health Services Act	Villalba, Janelle	MHSA Project Management - Consulting	$ 282,880	$ 141,440	$ 141,440	$ 141,440	$ 424,320
Behavioral Health and Recovery Services	Behavioral Health	Vista Pacifica Center	IMD	$ 1,400,000	$ 700,000	$ 700,000	$ 700,000	$ 2,100,000
Behavioral Health and Recovery Services	Behavioral Health	Woods' Board and Care Home	Wood's Step Up Program (WSUP): Transition into Community or Maintain Lower Level of Care at Board and Care Homes	$ 1,004,244	$ 499,122	$ 505,122	$ 505,122	$ 1,509,366
				$ 211,446,234	$ 96,372,544	$ 115,073,690	$ 125,608,401	$ 337,054,635

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

Attachment 2

Fiscal Year 2024-2025
Contract Summary Sheet
All Funds
Contracts between $100,000 and $200,000

Department	Budget Unit	Contractor	Brief Description of Services	Previous Contracted Amounts for 07/01/22 - 06/30/24 Combined	Proposed Contracted Amounts for 07/1/24 - 06/30/25	Cumulative Contract Total
Behavioral Health and Recovery Services	Mental Health Services Act	The Alliance for Community Wellness dba La Familia	Community Cultural Collaborative	$ 58,250	$ 58,250	$ 116,500
Behavioral Health and Recovery Services	Mental Health Services Act	Bourang, Shamerin	Clinical Supervisor	$ 55,000	$ 55,000	$ 110,000
Behavioral Health and Recovery Services	Mental Health Services Act	California Mental Health Services Authority (CalMHSA)	Central Valley Suicide Prevention Hotline	$ 128,507	$ 65,002	$ 193,509
Behavioral Health and Recovery Services	Mental Health Services Act	Costa, Dawn	Clinical Supervisor	$ 110,400	$ 55,200	$ 165,600
Behavioral Health and Recovery Services	Behavioral Health	Ellington, John	Clinical Supervisor	$ 124,800	$ 62,400	$ 187,200
Behavioral Health and Recovery Services	Mental Health Services Act	Kluding, Dennis	Clinical Supervisor	$ 115,200	$ 57,600	$ 172,800
Behavioral Health and Recovery Services	Behavioral Health	Marson, Suzanne	Clinical Supervisor	$ 124,800	$ 62,400	$ 187,200
Behavioral Health and Recovery Services	Mental Health Services Act	National Alliance for Mentally Ill (NAMI)	Training and Intervention Services (Outreach)	$ 121,666	$ 60,833	$ 182,499
Behavioral Health & Recovery Services	Public Guardian	Panoramic Software Incorporated	Public Guardian Software and Maintenance	$ 64,500	$ 36,000	$ 100,500
Behavioral Health & Recovery Services	Mental Health Services Act	Prospect Theater Project	MHSA Training and Consultation	$ 20,000	$ 10,000	$ 30,000
Behavioral Health and Recovery Services	Behavioral Health	Senior Advocacy Network	Legal Services for Relative Guardianship and Senior Family Issues	$ 70,000	$ 35,000	$ 105,000
Behavioral Health and Recovery Services	Mental Health Services Act	Silva, Natalie	Clinical Supervisor	$ 55,000	$ 55,000	$ 110,000
Behavioral Health and Recovery Services	Behavioral Health	Trilogy Integrated Resources, LLC	Network of Care Maintenance	$ 50,000	$ 25,000	$ 75,000
Behavioral Health and Recovery Services	Behavioral Health	Verdone, Dan'l	Clinical Supervisor	$ 124,800	$ 62,400	$ 187,200
Behavioral Health and Recovery Services	Mental Health Services Act	Williams, Shanette	Clinical Supervisor	$ 110,400	$ 55,200	$ 165,600
Behavioral Health and Recovery Services	Substance Use Disorder	Zacara Gerald Mack dba Serenity House	Recovery Residences for SUD Clients	$ 124,000	$ 42,000	$ 166,000
				$ 1,457,323	$ 797,285	$ 2,254,608

Attachment: FY 2025 Contract Max Increase (Amergis Healthcare Staffing, Inc, Amendment 4)

THIRD AMENDMENT
TO FACILITY STAFFING AGREEMENT

This Third Amendment for Facility Staffing is made and entered into by and between the County of Stanislaus ("County") and Maxim Healthcare Staffing Services, dba Maxim Staffing Solutions, Inc. (“Original Contractor”) effective as of the date of the parties’ last signature below.

Recitals

WHEREAS, the County and Original Contractor entered into a Facility Staffing Agreement dated April 10, 2020 (“Agreement’).

WHEREAS, the Original Contractor formed a disregarded entity under the name Maxim Healthcare Services Holding, Inc. dba Amergis Healthcare Staffing, Inc. (California Secretary of State Corporation No. 4285675) and assigned all rights, titles, and interests in the Agreement to the newly formed corporation.

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

I. The Original Contractor hereby represents and warrants that it has assigned all of its rights, titles, and interests in the Agreement to Maxim Healthcare Services Holding Inc., dba Amergis Healthcare Staffing, Inc. The County hereby consents to the assignment to the newly formed corporation. All references in the Agreement to “Contractor” shall be to Amergis Healthcare Staffing, Inc.

II. All other terms and conditions of said Agreement shall remain in full force and effect.

(SIGNATURES SET FORTH ON FOLLOWING PAGE)

Attachment: Amendment 3 (Amergis Healthcare Staffing, Inc, Amendment 4)

IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) shown below.

COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES

Tony Vartan
Tony Vartan (Jul 31, 2024 13:17 PDT)

Tony Vartan, MSW, LCSW Date
Director

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

Serenity Wang
Serenity Wang (Jul 29, 2024 09:13 PDT)

Serenity Wang
Deputy County Counsel

AMERGIS HEALTHCARE STAFFING, INC.

Florence Ugokwe
Florence Ugokwe (Jul 29, 2024 15:58 EDT)

Florence Ugokwe
Assistant Controller

Attachment: Amendment 3 (Amergis Healthcare Staffing, Inc, Amendment 4)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act (Amergis Healthcare Staffing, Inc, Amendment 4)

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Ben Veldman Digitally signed by Ben Veldman Date: 2025.03.31 13:44:06 -04'00'	Date March 31, 2025
Print Name: Ben Veldman	
Title: Assistant Controller	
Company: Amergis Healthcare Staffing, Inc	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act (Amergis Healthcare Staffing, Inc, Amendment 4)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Community Services Agency

BOARD AGENDA:5.B.6
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approve Agreements with Center for Human Services and Sierra Vista Child and Family Services for the Provision of Family Resource Center and Family First Prevention Services Act Services for the Term of July 1, 2025, Through June 30, 2026

STAFF RECOMMENDATION:

1. Approve an agreement with Center for Human Services for the provision of Family Resource Center (FRC) and Family First Prevention Service Act (FFPSA) services for Area C in the amount of $258,708 for the term of July 1, 2025, through June 30, 2026.
2. Approve an agreement with Sierra Vista Child and Family Services for the provision of Family Resource Center (FRC) services for Area E in the amount of $289,523 for the term of July 1, 2025, through June 30, 2026.
3. Authorize the General Services Agency Director/Purchasing Agent, or designee, to sign the agreements with Center for Human Services and Sierra Vista Child and Family Services for the provision of FRC and FFPSA services for Areas C and FRC services for Area E, respectively, for the term of July 1, 2025, through June 30, 2026.
4. Authorize the General Services Agency Director/Purchasing Agent, or designee, to amend the agreements by up to 25% under the same terms and conditions, within budget authority and aligned with the Purchasing Policy.

DISCUSSION:

The Community Services Agency's (CSA) mission is to build community by cultivating safety, stability, and resiliency – strengthening the foundation for all. CSA operates and has oversight of a variety of social welfare programs that provide cash assistance and social services and supports for the benefit of the community. CSA strives to service, aid, and protect needy and vulnerable children and adults in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.

On February 7, 2025, the General Services Agency (GSA) Purchasing Division issued Request for Proposal (RFP) 24-55-PL for the provision of Family Resource Center (FRC) and Family First Prevention and Services Act (FFPSA) services which include child abuse/neglect prevention, early intervention and support services to children and their families on behalf of CSA and First 5 Stanislaus. The intent of the RFP was to seek

qualified and experienced FRC service organizations to provide a range of flexible, family-focused, and culturally appropriate programs and services to the surrounding communities. The following table shows the seven geographical areas to be served:

Area	Zip Code Service Area	Locations
A	95380, 95382	Turlock
B	95313, 95360, 95363, 95385, 95387	West County: Patterson, Crowslanding, Newman, Vernalis, Westley
C	95307, 95328	Ceres, Keyes
D	95351, 95354, 95358	Modesto
E	95350, 95355, 95356, 95368	North Modesto, Salida
F	95316, 95319, 95323, 95326, 95329, 95357, 95386	Southeast County: Hughson, Denair, Empire, Hickman, Keyes, La Grange, Empire, Waterford
G	95230, 95361, 95367	Northeast County: Oakdale, Valley Home, Riverbank

RFP 24-51 PL was posted for all vendors who are registered with the Planet Bids platform to download and was also sent directly to 4 vendors electronically. In total, 27 vendors downloaded the RFP. A non-mandatory pre-proposal conference was held on February 25, 2025, and a total of nine (9) vendors attended. The RFP closed on April 8, 2025, and GSA received responses from the following five (5) vendors:

- ABD APED Consulting – non-responsive letter sent (did not submit full proposal, only lump sum amount)
- Aspiranet
- Center for Human Services
- Parent Resource Center
- Sierra Vista Child and Family Services

All proposers, except for the one listed above that did not submit a full proposal, met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review.

An Evaluation Committee containing four (4) evaluators was selected to evaluate the proposals. The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer's qualification proposal along with their proposed budget. The scores of each Evaluation Committee member were averaged to determine the actual Phase II score of each proposal. The RFP Evaluation Committee's average scores for each proposal and a breakdown are listed in the tables below.

Scores for FRC Services for CSA and First 5:

Proposal Item Number	AREA (A, B, C, D, E, F, G)	Vendor Name	Total Points Out of 155	
			CSA	First 5
1.	A	Aspiranet	131	131.75

2.	B	Center for Human Services	147.25	147.75
3.	C	Center for Human Services	147	142
4.	D	Parent Resource Center	*	*
5.	D	Sierra Vista Child & Family Services	*	*
6.	E	Sierra Vista Child & Family Services	140.75	141
7.	F	Sierra Vista Child & Family Services	141	141
8.	G	Center for Human Services	147.75	147.75

Scores for FFPSA Services for CSA:

Proposal Item Number	AREA (A, B, C, D, E, F, G)	Vendor Name	Total Points Out of 80
1.	C	Center for Human Services	77.5
2.	D	Parent Resource Center	*
3.	D	Sierra Vista Child & Family Services	*

Awards were made to the vendors whose proposals best met the criteria set forth in the RFP and provided the best value to the County, with proposed budgets and all other factors considered. The County received a protest on its intent to award contracts for Area D and has elected to cancel this portion of the RFP. CSA and First 5 Stanislaus will be issuing a new RFP for Area D FRC and FFPSA. CSA and First 5 will issue separate agreements with the vendors for the services to be provided with their respective funding sources.

Based on the evaluation scores, the following vendors are being awarded contracts:

AREA (A, B, C, D, E, F, G)	Vendor Name	Amount
A (FRC)	Aspiranet	$156,294
B (FRC)	Center for Human Services	$114,060
C (FRC & FFPSA)	Center for Human Services	$258,708
D (FRC)	No award made at this time	N/A
D (FFPSA)	No award made at this time	N/A
E (FRC)	Sierra Vista Child & Family Services	$289,523
F (FRC)	Sierra Vista Child & Family Services	$98,042
G (FRC)	Center for Human Services	$118,746
	TOTAL	**$1,035,373**

CSA is requesting approval to award an agreement to Center for Human Services for Area C in the amount of $258,708 for the provision of FRC and FFPSA services, and an agreement with Sierra Vista Child and Family Services for Area E in the amount of $289,523, for the provision of FRC services. The General Services Agency/Purchasing Agent has the authority to award and execute agreements for the other areas for which awards were made, since they fall under the $200,000 threshold required by the County

Purchasing Policy.

POLICY ISSUE:

Contracts above $200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained through a department agenda item, or the quarterly Contract Summary Sheet process managed by the General Services Agency. (Board Resolution 2024-0347; California Government Code §25502.5).

FISCAL IMPACT:

The total cost of the agreements being awarded for FRC services is $1,035,373 for the period of July 1, 2025, through June 30, 2026. The services are funded by a combination of Title IV-E, Promoting Safe and Stable Families (PSSF), Child Abuse Prevention Intervention and Treatment (CAPIT), Child Welfare Services Outcomes Improvement Project (CWSOIP), and Family First Prevention Services Act (FFPSA) revenue. Appropriations and estimated revenue to support the provision of services were included in CSA's budget in the 2026 Proposed Budget. There is no impact on the County General Fund as a result of this item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Supporting a Healthy Community* and *Efficient Delivery of Public Services* by awarding an agreement to local community-based organizations to provide critical services to the community.

STAFFING IMPACT:

There is no additional staffing impact associated with the approval of this agenda item.

CONTACT PERSON:

Christine Huber, MSW 209-558-2500
Director, Community Services Agency

ATTACHMENT(S):

1. Agreement - Family Resource Center Area C
2. Agreement - Family Resource Center Area E
3. Levine Act Disclosure

AGREEMENT BETWEEN
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AND CENTER FOR HUMAN SERVICES
FOR FAMILY RESOURCE CENTER SERVICES – AREA C
JULY 1, 2025 THROUGH JUNE 30, 2026

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY ("County") and **CENTER FOR HUMAN SERVICES** ("Contractor"), a California non-profit Corporation, as of July 1, 2025, or the execution of the Agreement by both parties (the "Effective Date").

INTRODUCTION

WHEREAS, County has the need for Family Resource Center Services; and

WHEREAS, Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Contractor or its subcontractors in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire, Contractor hereby assigns to County all copyrights to such works. With the County's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Contractor, then the County agrees to require the new contractor to assume any and all obligations for the reuse of the documents, and the County releases Contractor and its subcontractors from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

1.4 Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations and resolutions. Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 Upon the mutual agreement, the Contractor and other County departments or other local agencies may contract directly with Contractor for similar scope of work on the substantially the same terms and conditions set forth herein.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in EXHIBIT A.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to meals, lodging, transportation, drawings, renderings or mockups. Reimbursable travel expenses will be limited to meals, lodging, and transportation, and will be paid in accordance with the County's travel policy. Any such request for reimbursement by Contractor shall include all receipts. The County will not pay any markup by Contractor on such travel expenses. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, or fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State and Federal funds.

3. TERM

3.1 The Agreement shall commence on July 1, 2025, and shall terminate on June 30, 2026, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

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3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, or (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in section 2 herein, subject to any applicable setoffs.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS AND COMPLIANCE WITH LAWS

4.1 Any licenses, certificates or permits required by the Federal, State, County or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the County.

4.2 Contractor shall comply with all applicable local, State and Federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. Contractor, not the County, has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B, which is hereby incorporated by reference and made a part hereof.

7. DEFENSE AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the gross negligence or willful misconduct of the County or its agents, officers and employees. This obligation shall survive termination of this Agreement.

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7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

7.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;

7.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under State or Federal law; and

7.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum-contaminated soils or other regulated substances pass to Contractor.

8. STATUS OF CONTRACTOR

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. Both Contractor and County understand that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

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8.4 If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by Contractor.

8.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; and develop and implement budget procedures. In addition, the Contractors retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractor, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. RECORDS AND AUDITS

9.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 353.

9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further,

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County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

9.4 County shall have the right to audit all invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.

9.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.

9.7 Contractor expending in excess of $1,000,000 in Federal funds annually must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of States, local governments, institutions of higher education and non-profit. Contractor shall notify the County it at CSAReport@stancounty.com once their Single Audit is submitted to the Federal Audit Clearinghouse.

9.8 For Contractors who have biennial Financial and Compliance Audits completed, the reports must cover both years within the biennial period.

9.9 The Financial and Compliance Audit must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) and the statements must be prepared in conformity with Generally Accepted Accounting Principles (GAAP).

9.10 Contractor shall include in the Financial and Compliance Audit or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 75, and all applicable State and Federal guidelines, policies and procedures.

9.11 Expenses incurred by Contractor to provide for the performance of a Financial and Compliance Audit or Single Audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

9.12 Contractor is responsible for submitting to the County at CSAReport@stancounty.com a Financial and Compliance Audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. CONFIDENTIALITY

10.1 Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions Code (WIC); Division 19 of the California Department of Social Services Manual of Policies and Procedures, as well as any other applicable local, State, and Federal laws, rules and regulations to assure that:

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10.1.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of public social services.

10.1.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

10.1.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of misdemeanor.

10.2 Medi-Cal Data Privacy and Security:

10.2.1 Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS), California Department of Social Services (CDSS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.

10.2.2 Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.

10.2.3 Contractor shall abide by the following Information Technology (IT) protocols and procedures:

10.2.3.1 Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.

10.2.3.2 Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:

- Changing the methodology of storing, processing or transmitting customer PII and reports.
- Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.

10.2.3.3 Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement,

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the Social Security Administration Technical System Security Requirements (TSSR) 7.0.

10.2.3.4 PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

11. NON-DISCRIMINATION

11.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be

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required or may desire to make shall be made within thirty (30) days in writing to the address or to the email listed below as follows to the respective parties:

To County:
County of Stanislaus
Community Services Agency
Attention: Contracts Manager
P.O. Box 42
Modesto, CA 95353

Or

Csa-contracts@stancounty.com

To Contractor:
Center for Human Services
Attention: Gina Machado, Executive Director
2000 West Briggsmore Avenue, Suite 1
Modesto, CA 95350

Or

gmachado@centerforhumanservices.org

15. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. AUTHORIZED SIGNATURE

22.1 The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for all parties. Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. GENERAL ACCOUNTABILITY

24.1 In the event of an audit exception or exceptions, the Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

24.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, Contractor shall make reimbursement to the damaged party.

24.3 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

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25. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations, which set standards for their profession.

- Quality of Service: Employees of Contractor shall promote the goals of the program, which includes enhancement of participant self-esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.

- Respect and Courtesy: Employees of Contractor shall conduct all activities with respect and courtesy for participants.

- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.

- Positive Representation: Employees of contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

26. COPYRIGHT ACCESS

County, State, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, and to authorize others to do so, all material developed under this Agreement including those covered by copyright.

27. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

28. CONVICTION OF CRIME

28.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.

28.2 Contractor agrees not to knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds or a misdemeanor or felony involving abuse, neglect, violence or sexual conduct involving or perpetrated upon a minor.

28.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166 and shall comply with the provisions of the code section.

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29. MATCHING FUNDS

These funds are not available for matching with Federal, State or local funds for this or any other Agreement unless certified by County.

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

30.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Contractor shall be referred to as the "prospective recipient".

30.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 180, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

30.2.1 The prospective recipient of Federal assistance funds certifies by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

30.2.2 The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

30.2.3 Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

30.2.4 The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in section 30, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

30.2.5 The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to section 30 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

30.2.6 The certification in section 30 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

31. CERTIFICATION REGARDING ECONOMIC SANCTIONS CALIFORNIA EXECUTIVE ORDER N-6-22

31.1 Contractor shall review their investments and agreements to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia

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(Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

31.2 County shall terminate any agreement with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter into an agreement with any such individual or entity while the Order is in effect.

31.3 For agreements valued at five million dollars ($5,000,000) or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

32. DEBARMENT

Contractor represents and warrants that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving an agreement from any Federal, State or local government or agency, nor has it been declared ineligible for the award of agreements by any Federal, State, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.

33. LEVINE ACT DISCLOSURE STATEMENT

Contractor shall execute the Levine Act Disclosure Statements attached hereto concurrently with the execution of this Agreement.

34. COMPLIANCE WITH FALSE CLAIMS ACT

34.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

34.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By:_____
Andrew Johnson

Title: GSA Director/Purchasing Agent

Dated:_____

CENTER FOR HUMAN SERVICES

Gina Machado
By: Gina Machado (Jun 2, 2025 09:05 PDT)
Gina Machado

Title: Executive Director

Dated: 06/02/2025

APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

Jeff Davis
By: Jeff Davis (Jun 5, 2025 08:47 PDT)
Jeff Davis

Title: Associate Director

Dated: 06/05/2025

APPROVED AS TO FORM:
COUNTY COUNSEL

Sophia Ahmad
By: Sophia Ahmad (May 30, 2025 20:24 PDT)

Title: Deputy County Counsel

Dated: 05/30/2025

COUNTY OF STANISLAUS

Approved BOS Resolution #:_____

Dated:_____

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

EXHIBIT A

SCOPE OF WORK
FOR
CENTER FOR HUMAN SERVICES
FAMILY RESOURCE CENTER SERVICES – AREA C
JULY 1, 2025 THROUGH JUNE 30, 2026

Request for Proposal #24-55-PL issued by Stanislaus County GSA Purchasing Division; the Proposer's responding proposal; Information of Proposers; General Conditions, as well as any plans, specifications, Addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Scope of Work, and the resultant form of Agreement issued by the County to the successful Proposer (henceforth "Contractor"), shall comprise the contract and all services provided hereunder that shall be performed by Contractor in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of the Agreement shall prevail.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.331 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Assistance Listing Number 93.556.

1. SCOPE OF WORK:

1.1 Contractor shall provide Family Resource Center (FRC) services through diverse delivery methodology, including both in-person and virtual means, as appropriate.

1.1.1 Services shall be culturally and linguistically appropriate to the populations served.

1.1.2 Equity to all populations shall be a guiding principle of operations.

1.2 Contractor shall provide services at the Family Resource Center located at 1317 Grandview Avenue, Ceres, California 95307.

1.2.1 The location shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays. Hours of service shall include evenings and weekends, as appropriate.

1.2.2 Staffing level and employee qualifications shall be appropriate to services that provide specific support and strengthening services/activities to the targeted population.

1.2.3 Contractor shall provide training to their staff as follows:

1.2.3.1 At least one (1) time each year, cultural competency training to staff to enhance skill sets and to support the goal of reaching cultures not represented in the program;

1.2.3.2 Training shall also include a focus on race and equity in the provision of services; and

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1.2.3.3 Contractor staff shall participate in Community Services Agency (CSA) trainings, as needed, or as necessary. Contractor shall reach out to County Program Manager for training details.

1.3 Contractor shall provide services/activities listed in this Scope of Work and target populations to Stanislaus County residents in the 95307 and 95328 zip codes, unless otherwise specified by County.

1.3.1 Residency in a specific zip code is required for participants to receive services from the FRCs. However, exceptions can be made as long as funding permits, with prior email approval from County Program Manager is obtained.

1.4 Contractor staff shall report any reasonable suspicion of child abuse and/or neglect to the Child & Family Services hotline at 1 (800) 558-3665.

1.4.1 Refer family back to County if the alleged allegation of abuse or neglect continues to occur or a new allegation of abuse or neglect is discovered.

1.5 Contractor shall be available for joint home visit(s) with County's Social Workers (SW) within three (3) business days of notice.

1.6 Contractor shall utilize standardized forms and/or operating procedures as follows, but is not limited to:

1.6.1 Intake document(s) for new clients; and

1.6.2 Referral system for making referrals for participants. The system shall be identified by County Program Manager.

1.7 Contractor shall provide services through Promoting Safe and Stable Families (PSSF) and Child Abuse Prevention, Intervention, and Treatment (CAPIT) funding to families with children/adolescents zero through seventeen (0-17) years of age as follows:

1.7.1 Service delivery shall be at the FRC, participant's home, and/or virtually, with an emphasis on in-person delivery;

1.7.2 Contractor shall provide Differential Response (DR) service as follows:

1.7.2.1 Receive referrals from County's Child Welfare Services (CWS) and respond to the CWS Social Worker (SW) or the family (depending on path type) within seventy-two (72) hours;

1.7.2.1.1 Once referral is received, via fax or other transmission method, Contractor shall follow-up with the family to offer resources alone or as a joint visit with CWS SW.

1.7.2.1.2 Provide services depending on the Path Decision Tool or Contractors own screening assessment.

1.7.2.2 Path 1, 2, and 3 Decision Tools will have family information denoting resources that may be helpful for the family. The goal for each path is to provide case management services to families that are referred.

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1.7.2.2.1 Path 1 indicates low, or no risk of abuse or neglect and the referral from CWS will be closed at intake and sent to the appropriate FRCs.

1.7.2.2.2 Path 2 indicates a moderate risk of abuse or neglect, and a referral will be sent after the CWS SW has determined assessment.

1.7.2.2.3 Path 3 indicates the child(ren) are unsafe and/or at high risk of abuse or neglect and are assessed by CWS SW immediately. CWS will determine the risk and safety for the appropriate referral, if needed.

1.7.2.2.4 Path 2 and 3 shall require a joint home visit with the CWS SW.

1.7.2.2.5 Contractor shall collaborate with CWS and referred families to attenuate barriers to services and prepare a case plan for families that are referred.

1.7.3 Contractor shall complete the Adverse Childhood Experiences (ACEs) Questionnaire, provided by County Program Manager, with the adults in the referred family during their intake, to measure childhood trauma prior to their eighteenth (18th) birthday;

1.7.4 Contractor shall provide case management services that shall include up to six (6) months of case management services for DR and/or AfterCare (AC) families;

1.7.5 Contractor shall provide resources and referrals to families that have been referred by CWS;

1.7.5.1 Contractor shall screen children zero through five (0-5) years of age by utilizing the appropriate screening measures through the Ages and Stages Developmental screening.

1.7.6 Contractor shall provide parent, caregiver, and provider education services as follows:

1.7.6.1 Services shall have fidelity and linkage to evidence-based or evidence informed services;

1.7.6.2 Parenting classes shall be provided for two (2)-full cycles a year or thirty (30) weeks and shall target parents that have children ages six through seventeen (6-17) years of age;

1.7.6.3 Parent Cafés shall be provided to parents, caregivers, and providers virtually or in-person by a member of staff that has been trained;

1.7.6.3.1 There shall be twelve to fifteen (12-15) classes a session.

1.7.6.4 Parenting curriculum shall be approved by County, as appropriate; and

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

1.7.6.5 Contractor shall hold classes when minimum class size is met. The goal for minimum class size is five (5). County Program Manager approval is required if class size is less than five (5).

1.7.7 AC services are provided once the Child Welfare case is closed, and referral is received from CWS; and

1.7.7.1 Contractor and CWS SW shall do a joint visit up to a month before the case closes to ensure continuity.

1.7.7.2 Contractor shall ensure families have support and provide appropriate resources and services to families outside of the Child Welfare system.

1.7.7.2.1 Referral may include identified areas where the family can further engage in support and/or utilize resources in.

1.7.8 Contractor shall complete a Pre and Post Protective Factors Survey to be completed with the referred families upon the first visit (intake) and at three (3) months from the intake or at the time of case management closure, as indicated by the County Program Manager.

1.8 Contractor shall provide Family Check-up (FCU) model services through the Family First Prevention Services Act (FFPSA) funding to families with children/adolescents two through seventeen (2-17) years of age as follows:

1.8.1 Contractor shall participate in the required training in order to become a Qualified Family Check Up Model provider;

1.8.2 Follow all FCU Best Practice Standards provided during implementation and training from Northwest Prevention Science (NPS);

1.8.3 Receive and follow-up on referrals from County and monitor progress for each family serviced;

1.8.4 Provide services at the FRC and/or at the participant's home;

1.8.5 Assess the following behaviors, which shall include, but not limited to: disruption, risk-taking, depression, anxious moods, and/or substance abuse;

1.8.6 Develop a service delivery plan for each family, including detailed information on agreed-upon activities such as referrals to other agencies, recommended parenting education classes, ect.;

1.8.7 Participate in feedback sessions with families;

1.8.8 Implement the Family Check Up Model that incorporates FFPSA services, Child Welfare Services (CWS) protocols, and Family Check UP required outcomes;

1.8.9 Provide Everyday Parenting curriculum, which shall include, but is not limited to, family's needs and family management curriculum. Curriculum helps support positive behavior, setting healthy limits, and building family relationships;

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1.8.10 Contractor shall be required to track data for each child/adolescent that is deemed a candidate for the FCU Program services; and

1.8.11 Contractor shall enroll and actively enter data into the FCU Portal online, which is a web-based application system provided by County Program Manager.

1.9 Contractor shall provide all services for PSSF, CAPIT and FFPSA, as described in the Stanislaus County Outcomes and Results Reporting Sheet (SCOARRS), EXHIBIT D, which is hereby incorporated by reference and made a part hereof.

1.10 Contractor shall implement the following strategies and guiding principles for PSSF, CAPIT and FFPSA services:

1.10.1 Contractor shall actively recruit and engage community members and consumers of services as participants in planning and implementing these services.

1.10.2 Contractor shall coordinate with other FRCs or alternative sites, as appropriate:

1.10.2.1 Provide services reaching new participants;

1.10.2.2 Refer participants to other FRC sites, as appropriate; and

1.10.2.3 Contractor shall cross-promote appropriate services to existing participants and to increase the number of clients served.

1.10.3 Contractor shall increase collaborations and service delivery efficiencies where appropriate, this shall include, but is not limited to the following:

1.10.3.1 Collaborate with other agencies/organizations, parents, and schools located within the geographical service area including the appropriate referral of participants to other community-based agencies/organizations.

1.10.4 Contractor shall conduct services in the most cost-effective manner as possible and shall closely monitor and analyze data associated with their services/activities for outcomes and opportunities for improvement.

1.11 Contractor shall participate in the following for PSSF, CAPIT and FFPSA:

1.11.1 To promote collaboration with other agencies, Contractor shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees;

1.11.2 Contractor shall ensure all necessary individuals attend partner meetings;

1.11.3 Contractor shall participate in an activity and/or assessment regarding collaboration efforts and outcomes;

1.11.4 Contractor shall have a representative actively participating on the FRC Leadership Team and Cohort groups;

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1.11.5 Contractor shall participate in site visits annually. Contractor shall also meet periodically with County representative upon the reasonable request of County to discuss, review, and evaluate program activities; and

1.11.6 Contractor shall participate in Multidisciplinary Team (MDT) meetings held on the second (2nd) and fourth (4th) Wednesday of each month.

2. SUBCONTRACT AGREEMENTS:

2.1 Subcontracting this Agreement shall only be authorized with express written consent of County pursuant to Section 12 of this Agreement.

2.2 Contractor shall provide a copy of the separate subcontracted service agreement for review and approval to csa-contracts@stancounty.com and to County Program Manager thirty (30) days prior to the execution of the agreement. All subcontracted activities shall be pre-approved and agreed upon by County and Contractor prior to any services being subcontracted.

2.2.1 The separate subcontracted service agreement shall include the Terms and Conditions as set forth by the County in this Agreement.

3. REPORTS:

3.1 Monthly Reports:

3.1.1 Contractor shall submit data on a monthly basis associated with services and activities through a data reporting tool provided by the County Program Manager. Contractor will also collect service recipient data that includes an identifier to the Area as well as additional data of service recipient, when possible. Contractors shall submit the Differential Response Client Data Sheet (DR Client Data Sheet) via email to DRClientData@stancounty.com.

3.1.2 In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name and case number to County Program Manager (if available).

3.1.3 Monthly reports are due once a month, according to the following schedule:

3.1.3.1 Thirty (30) days after the end of the current month.

3.2 Quarterly Reports:

3.2.1 Contractor shall submit quarterly the following reports:

3.2.1.1 SCOARRS Card, EXHIBIT D;

3.2.1.2 PSSF and CAPIT, and/or other forms provided by County;

3.2.1.3 Complete a Pre and Post Protective Factors Survey (PFS) to be completed upon the first visit and at three (3) months or at the time of case management closure, as indicated by the County Program Manager and

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shall be uploaded within seven (7) days after the end of each Quarter to a secure online data base link, pfsonline.friendsnrc.org for Differential Response and AfterCare services;

3.2.1.4 Contractor shall submit a Quarterly Narrative to County Program Manager describing the steps to ensure the Protective Factors Surveys are completed at intake and at three (3) months or at time of case management closure and uploaded into the PFS database as well as any successes and/or challenges experienced during the term of this Agreement year; and

3.2.1.5 Complete Adverse Childhood Experiences (ACEs) questionnaire for adults upon the first visit, at intake, and submit quarterly, following the below guideline, to County Program Manager.

3.2.2 Quarterly reports shall be submitted to CSAReport@stancounty.com on the last day of the month following the end of each quarter as outlined below, unless stated otherwise above.

Quarter	Due
Quarter 1: July 1, 2025 – September 30, 2025	October 31, 2025
Quarter 2: October 1, 2025 – December 31, 2025	January 31, 2026
Quarter 3: January 1, 2026 – March 31, 2026	April 30, 2026
Quarter 4: April 1, 2026 – June 30, 2026	July 31, 2026

3.3 Annual Reports:

3.3.1 Contractor shall submit to County Program Manager an Annual Report in the format provided by County. The Annual Report shall include data/information regarding:

3.3.1.1 Leveraging, linkages/collaboration, best practices/evidence-based practices, cultural proficiency, evaluation capacity, response to prior evaluation recommendations, contract compliance issues, financial management, outcomes/results, and participant demographics.

3.3.2 Contractor shall develop and conduct an employee satisfaction survey on an annual basis. Survey results shall be compiled and submitted to County; and

3.3.3 Annual reports shall be submitted no later than August 5, 2026 to CSAReport@stancounty.com.

3.4 Customer Satisfaction Survey:

3.4.1 Contractor shall develop and conduct a customer satisfaction survey during the second and fourth quarters as outlined below.

3.4.2 Survey results shall be compiled and submitted to CSAReport@stancounty.com:

Quarter	Due
Quarter 2: October 1, 2025 – December 31, 2025	January 31, 2026
Quarter 4: April 1, 2026 – June 30, 2026	July 31, 2026

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4. MONITORING:

Contractor shall give authorized County, Federal and State officers, agents, employees, or independent auditors and monitors access to examine and audit all records and material related to program services (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards § 200.329, Monitoring and reporting program performance).

5. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

5.1 Costs:

5.1.1 The maximum amount of this Agreement for the period July 1, 2025, through June 30, 2026, shall not exceed $258,708.

5.1.2 There are multiple funding sources for this agreement as follows:

5.1.2.1 For PSSF/CAPIT, the maximum amount shall not exceed $138,708 as described in EXHIBIT C, which is hereby incorporated by reference and made a part hereof.

5.1.2.2 For FFPSA, the maximum amount shall not exceed $120,000 as described in EXHIBIT C-1. FFPSA funds shall only be used for specific services/activities as defined in the Scope of Work section.

5.1.3 This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C and EXHIBIT C-1, which is hereby incorporated by reference and made a part hereof.

5.1.4 Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C and EXHIBIT C-1, or as the budget is thereafter amended or obligated.

5.2 Contractor shall make no charge to the recipient and shall collect no share of cost.

5.3 Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement only include allowable costs, both indirect and direct, relative to the services in this Agreement.

5.4 Contractor shall execute the Assurance of Compliance Form, attached hereto concurrently with the execution of this agreement.

5.5 Costs must comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right

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to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 75, Administration of Grants.

5.6 County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds.

5.7 Invoices:

5.7.1 Contractor shall submit an itemized program line-item budget to County at the start of the agreement and/or anytime a change per detail line item occurs.

5.7.2 Family Resource Center Services cost reimbursement invoices shall include the following information and supporting documentation:

5.7.2.1 Name of Contractor: Center for Human Services;

5.7.2.2 Services Provided: Family Resource Center Services – Area C;

5.7.2.3 Copies of signed or electronically approved Time Studies, Exhibit E, for any employee dedicating their time to multiple funding sources/programs shall include the actual time dedicated to the services outlined in this Agreement only;

5.7.2.4 Supporting payroll and fringe benefit journals;

5.7.2.5 Overtime requires written County Program Manager pre-approval. Email of approval shall be attached to the monthly invoice;

5.7.2.6 Contractor shall submit invoice(s) for accrued vacation and/or sick time cash-outs for a staff member who has separated from service as follows:

5.7.2.6.1 Vacation and/or sick time accrued/earned during the current Agreement period shall be reimbursed according to the allocation based on the employee's time (Full Time Equivalent %).

5.7.2.6.2 Vacation and/or sick time accruals earned during the Agreement period, up to the employee's date of separation from service shall be reimbursed.

5.7.2.6.3 Reimbursement of vacation and/or sick time shall be at the separated employee's current hourly rate of pay.

5.7.2.6.4 Vacation and/or sick time accrued in any prior fiscal year outside of the current Agreement, will not be reimbursed.

5.7.2.7 Contractor shall submit their FRC Worksheet to County with their monthly invoice submittal;

5.7.2.8 Any client supportive service shall include the participant's Client ID, the supportive service description, the date the supportive service was given and the back-up documentation;

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5.7.2.9 Any gift cards purchased shall include the participant's full name, pre-approval back-up documentation and shall follow Stanislaus County Auditor Controller's Incentive Gift Card Policy for receiving incentives; and

5.7.2.10 Copies of invoices and proof of payment of all Contractor operational costs billed to this Agreement.

5.7.3 Family First Prevention Services Act cost reimbursement invoices shall include the following information and supporting documentation:

5.7.3.1 Copies of signed or electronically approved Time Studies, Exhibit E, for any employee dedicating their time to multiple funding sources/programs shall include the actual time dedicated to the services outlined in this Agreement only;

5.7.3.2 Supporting payroll and fringe benefit journals;

5.7.3.3 Overtime requires written County Program Manager pre-approval. Email of approval shall be attached to the monthly invoice;

5.7.3.4 Contractor shall submit invoice(s) for accrued vacation and/or sick time cash-outs for a staff member who has separated from service as follows: and

5.7.3.4.1 Vacation and/or sick time accrued/earned during the current Agreement period shall be reimbursed according to the allocation based on the employee's time (Full Time Equivalent %).

5.7.3.4.2 Vacation and/or sick time accruals earned during the Agreement period, up to the employee's date of separation from service shall be reimbursed.

5.7.3.4.3 Reimbursement of vacation and/or sick time shall be at the separated employee's current hourly rate of pay.

5.7.3.4.4 Vacation and/or sick time accrued in any prior fiscal year outside of the current Agreement, will not be reimbursed.

5.7.3.5 Copies of invoices and proof of payment of all Contractor operational costs billed to this Agreement.

5.7.4 For services provided in the months of July 2025 through April 2026, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2026 are as follows:**

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April 2026.

Invoice requirements are subject to change and the Contractor shall be notified in writing.

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5.7.5 Invoices shall be submitted to:

County of Stanislaus
Community Services Agency
Attention: Accounts Payable Supervisor, E2A
P.O. Box 42
Modesto, CA 95353-0042
or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

5.7.6 To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

- County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
- Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

5.8 Payments:

5.8.1 If the conditions set forth in this Agreement are met, County shall pay, on or before the thirtieth (30th) day after receipt of the invoices, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices).

5.8.2 In the event invoices are not received in the timeframes set forth in this Agreement, at the discretion of County's Community Services Agency Director or her/his designee, the Community Services Agency shall have the right to deny payment of any invoices received.

5.8.3 Contractor shall be reimbursed for travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy. The County established mileage rate, maintained by the Stanislaus County Auditor-Controller's Office, may be adjusted annually based on the Internal Revenue Service (IRS) stated rate for that year. Incremental IRS rate increases are not automatic.

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NOTE: Contractor must have out of county travel approved by County thirty (30) days prior to the event. The request shall be submitted to County Program Manager via email. The approval must be submitted with any applicable invoice.

5.8.4 County retains the right to withhold payment on disputed claims.

5.8.5 Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative.

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Exhibit B

Insurance Required for Most Contracts

(Not for Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars ($1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the County.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or Subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

NA Exempt from Auto – By initialing, I certify Contractor's officers, employees, agents, representatives, or subcontractors will not utilize a vehicle in the performance of my work with the County.

NA Exempt from WC – By initialing, I certify Contractor is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Gina Machado Date: 06/02/2025

Signature: Gina Machado Gina Machado (Jun 2, 2025 09:05 PDT) Date: 06/02/2025

Vendor Name: Center for Human Services

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: Derick Holt Derick Holt (Jun 2, 2025 14:29 PDT) Date: 06/02/2025

EXHIBIT C

AGREEMENT BUDGET
FOR
CENTER FOR HUMAN SERVICES
FAMILY RESOURCE CENTER SERVICES – AREA C
JULY 1, 2025 THROUGH JUNE 30, 2026

BUDGET CATEGORY	TOTAL
Personnel Services	
Salaries	$ 84,832
Fringe Benefits (20.7% Federal Fringe Benefits Rate)	$ 17,560
Total Personnel	$102,392
Operating Expenses	$ 16,162
Indirect (17% of Personnel and Operating)	$ 20,154
TOTAL COSTS	**$138,708**

Fringe Benefits and Indirect Cost Rate shall be equal to the Contractor's current year federally approved benefit and indirect rate, as stated in their Negotiated Indirect Cost Rate Agreement.

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

EXHIBIT C-1

AGREEMENT BUDGET
FOR
CENTER FOR HUMAN SERVICES
FAMILY FIRST PREVENTION SERVICES ACT – AREA C
JULY 1, 2025 THROUGH JUNE 30, 2026

BUDGET CATEGORY	TOTAL
Personnel Services	
Salaries	$ 57,612
Fringe Benefits (20.7% Federal Fringe Benefits Rate)	$ 11,926
Total Personnel	$ 69,538
Operating Expenses	$ 33,026
Indirect (17% of Personnel and Operating)	$ 17,436
TOTAL COSTS	**$120,000**

Fringe Benefits and Indirect Cost Rate shall be equal to the Contractor's current year federally approved benefit and indirect rate, as stated in their Negotiated Indirect Cost Rate Agreement.

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

Stanislaus County
Outcomes and Results Reporting Sheet
(SCOARRS)

Date: _____

Agency: _____

Program Name: _____

Prepared by: _____

Phone Number: _____

Email: _____

Reporting for Quarter:

☐ 1st Quarter

☐ 2nd Quarter

☐ 3rd Quarter

☐ 4th Quarter

PLANNED OUTCOMES, RESULTS, AND OBJECTIVES

Vision
Children and families are strong, thriving, and connected to their community.

Mission
FRCs provide support and strengthening services and activities to children and families in their neighborhood and communities

Long-Term Outcomes

1. Families are strong and children are healthy from their early years to adulthood
2. Children are eager and ready learners
3. Children live in safe, stable, and permanent homes

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
Children live in safe, stable, and permanent homes	**Differential Response and AfterCare** 1. FRC Staff will provide a PFS assessment to the caregivers of children (DR & AC). • 40% of DR referred children (all ages) whose caregivers respond to a contact will receive a first PFS assessment at the time of intake (first visit). • 30% of DR referred children (all ages) whose caregivers respond to a contact will receive a second PFS assessment at 3 months or at time of closure. • 40% AC children (all ages) whose caregivers respond to a contact will receive a first PFS	a. [ ] # of referred DR children 0-5	a. [ ] # of referred DR children 0-5	(b) / (a) = [ ] % of DR referred children 0-5 whose caregivers responded to a contact. (c) / (b) = [ ] % of DR children 0-5 whose caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit). (d) / (c) = [ ] % of DR children 0-5 whose caregivers received a first PFS assessment at the time of intake and received a second PFS assessment at 3 months or at time of closure. (f) / (e) = [ ] % of DR referred children (all ages) whose caregivers responded to a contact.	
		b. # of referred DR children 0-5 whose caregivers responded to a contact	b. [ ] # of referred DR children 0-5 whose caregivers responded to a contact		
		c. # of DR children 0-5 whose caregivers received a first PFS assessment at the time of intake (first visit)	c. # of DR children 0-5 whose caregivers received a first PFS assessment at the time of intake (first visit)		
		d. # of DR children 0-5 whose caregivers received a second PFS assessment at 3 months or at time of closure	d. # of DR children 0-5 whose caregivers received a second PFS assessment at 3 months or at time of closure		
		e. # of referred DR children (all ages)	e. # of referred DR children (all ages)		
		f. # of referred DR children (all ages) whose caregivers responded to a contact	f. # of referred DR children (all ages) whose caregivers		

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	assessment at intake. • 30 % AC children (all ages) whose caregivers respond to a contact will receive a second PFS assessment at 3 months or at time of closure.		responded to a contact	(g) / (f) = [ ] % of DR referred children (all ages) whose caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit). (h) / (g) = [ ] % of DR referred children (all ages) whose caregivers received a first PFS assessment at the time of intake (first visit) and received a second PFS assessment at 3 months or at time of closure. (j) / (i) = [ ] % of After Care referred children 0-5 whose caregivers responded to a contact.	
		g. # of DR children (all ages) whose caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit)	g. # of DR children (all ages) whose caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit)		
		h. # of DR children (all ages) whose caregivers responded to a contact and received a second PFS assessment at 3 months or at time of closure	h. # of DR children (all ages) whose caregivers responded to a contact and received a second PFS assessment at 3 months or at time of closure		
		i. # of referred AC children 0-5	i. # of referred AC children 0-5		

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
		j. # of referred AC children 0-5 whose caregivers responded to a contact k. # of AC children 0-5 whose caregivers received a first PFS assessment at the time of intake (first visit)	j. # of referred AC children 0-5 whose caregivers responded to a contact k. # of AC children 0-5 whose caregivers received a first PFS assessment at the time of intake (first visit)	(k) / (j) = [ ] % of After Care children 0-5 whose caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit).	
		l. # of AC children 0-5 whose caregivers received a second PFS assessment at 3 months or at time of closure	l. # of AC children 0-5 whose caregivers received a second PFS assessment at 3 months or at time of closure	(l) / (k) = [ ] % of After Care children 0-5 whose caregivers received a first PFS assessment at the time of intake (first visit) and received a second PFS assessment at 3 months or at time of closure.	
		m. # of referred AC children (all ages)	m. # of referred AC children (all ages)		
		n. # of referred AC children (all ages) whose caregivers responded to a contact	n. # of referred AC children (all ages) whose caregivers responded to a contact	(n) / (m) = [ ] % of After Care referred children (all ages) whose caregivers responded to a contact.	
		o. # of AC children (all ages) whose caregivers responded to a contact and received a first PFS	o. # of AC children (all ages) whose caregivers responded to a contact and received a	(o) / (n) = [ ] % of After Care referred children (all ages) whose caregivers	

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
		assessment at the time of intake (first visit)	first PFS assessment at the time of intake (first visit)	responded to a contact and received a first PFS assessment at the time of intake (first visit). (p) / (n) = [ ] % of After Care referred children (all ages) whose caregivers received a first PFS assessment at the time of intake (first visit) and received a second PFS assessment at 3 months or at time of closure.	
		p. # of AC children (all ages) whose caregivers responded to a contact and received a second PFS assessment at 3 months or at time of closure	p. # of AC children (all ages) whose caregivers responded to a contact and received a second PFS assessment at 3 months or at time of closure		
	2. FRC Staff will provide an ACEs questionnaire to adults at time of intake • 80% of adults who respond to a contact will receive an ACEs questionnaire at the time of intake (first visit).	q. [ ] # of adults that completed an ACEs questionnaire this quarter r. [ ] # of adults that *did not* complete an ACEs questionnaire this quarter	q. [ ] # of adults that completed an ACEs questionnaire year to date r. [ ] # of adults that *did not* complete an ACEs questionnaire year to date	(q) / (b) = [ ] % of caregivers that responded to a contact and received an ACEs questionnaire at the time of intake (first visit).	

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	Case Management 3. FRC Staff will provide DR/AC Clients who have multiple Case Management services	s. # of DR/AC children whose caregivers received Case Management Services	s. [ ] # of DR/AC children whose caregivers received Case Management Services	[ ] % of DR/AC children whose caregivers received Case Management Services	
Families are strong and children are healthy from their early years to adulthood	**Ages and Stages Developmental Screenings** 4. FRC Staff will provide DR / AC children 0-5 with developmental screenings using the Ages & Stages Questionnaire (ASQ).	t. [ ] # of DR children 0-5 who received a developmental screening u. [ ] # of AC children 0-5 who received a developmental screening	t. [ ] # of DR children 0-5 who received a developmental screening u. [ ] # of AC children 0-5 who received a developmental screening	(s+t) / (b+j) = [ ] % of children 0-5, whose caregivers responded to a DR or AC contact, received a developmental screening	
	Parent/caregiver Education 5. DR /AC Caregivers have increased parenting knowledge, skills, and support. A variety of parenting education	v. [ ] # of children 0-5 whose caregiver attended parent education (assessed or not assessed) during this quarter w. [ ] # of caregivers for children 0-5 who	v. [ ] # of children 0-5 whose caregiver attended parent education (assessed or not assessed) year to date w. [ ] # of caregivers for children		CUMULATIVE INFORMATION: In this section, explain: • the curriculum(s) used,

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	will be provided to parents of children 0-5 and 6-17 including family nurturing, social skills development, and child development/health topics. • 80% of the children 0-5 will have caregivers who indicate an increase in parenting knowledge or skills after attending parenting education as measured by an increase in knowledge/skills through a survey or pre/post test. • 80% of the children 6-17 will have caregivers who indicate an increase in parenting knowledge of skills	attended parent education (assessed or not assessed) during this quarter x. [ ] # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test during this quarter y. [ ] # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test during this quarter z. [ ] # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter aa. [ ] # of caregivers of children	0-5 who attended parent education (assessed or not assessed) year to date x. [ ] # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test year to date y. [ ] # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test year to date z. [ ] # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date	(z) / (x) = [ ] % of children 0-5 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date (aa) / (y)= [ ] % of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and	• if the curriculum is evidence based or evidence informed, and • if the children 0-5 participated in the class with the caregivers • if there's a mixture of evidence based vs. evidence informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence based, children participate, 10 0-5 children, 5 caregivers; or New Beginnings, evidence informed, children do not

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	after attending parenting education as measured by an increase in knowledge / skills through a survey or pre/post test.	0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter SECTION for 6-17: bb. [ ] # of children 6-17 whose caregiver attended parent education (assessed or not assessed) during this quarter cc. [ ] # of caregivers for children 6-17 who attended parent education (assessed or not assessed) during this quarter dd. [ ] # of children 6-17 whose caregiver attended parenting education and completed a survey or	aa. [ ] # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date SECTION for 6-17: bb. [ ] # of children 6-17 whose caregiver attended parent education (assessed or not assessed) year to date cc. [ ] # of caregivers for children 6-17 who attended parent education (assessed or not assessed) year to date dd. [ ] # of children 6-17 whose caregiver attended parenting education and completed a survey or	indicated an increase in knowledge or skills year to date (ff)/ (dd) = [ ] % of children 6-17 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills	participate, 15 caregivers.) SECTION for 6-17: In this section, explain: • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 6-17 participate in the class with the caregivers • if there's a mixture of evidence based vs. evidence informed or parenting education with children in[illegible]ed

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
		pre/post test during this quarter ee. [ ] # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test during this quarter ff. [ ] # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter gg. [ ] # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter	pre/post test year to date ee. [ ] # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test year to date ff. [ ] # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date gg. [ ] # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date	after attending parenting education year to date (gg) / (ee)= [ ] % of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date	vs. not, please separate the counts here. (i.e. Empowering families, evidence based, children participate, 10 6-17 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)

Community Services Agency Outcomes

Long Term Outcomes	*Annual Target*	*Indicators Current Quarter (Progress)*	*Indicators Cumulative (Progress)*	*Indicators Cumulative Calculated*	*Narrative (Only if Needed)*
Enhanced parenting skills, reduced family conflict, improved self-regulation in children, and greater parent involvement in schools	**Family Check-Up Model** 6. FRC staff will receive referrals made for FCU services by County staff • 80% of families referred will receive FCU services	hh. [ ] # of referrals this quarter ii. [ ] # of families engaged this quarter jj. [ ] # of families who completed services this quarter kk. [ ] # of families that dropped out	hh. [ ] # of referrals year to date ii. [ ] # of families engaged year to date jj. [ ] # of families who completed services year to date kk. [ ] # of families that dropped out year to date	(jj) / (hh)= [ ] % of # of referrals based on families that completed services to date. (kk) / (jj)= [ ] % of families that dropped out versus # of families who completed services.	

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):

Resource Changes (Only if Needed):

Activities & Services:

Activities & Services Changes (Only if Needed)

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

Packet Pg. 204

5.B.6.a

TIME STUDY

FILL IN YELLOW HIGHLIGHTED AREAS IF APPLICABLE

TIME STUDY: FAMILY RESOURCE CENTER SERVICES | STANISLAUS COUNTY | PAYROLL PERIOD | CLASSIFICATION

LAST NAME FIRST NAME

	PROGRAM DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
CFC	CFC Funded Activities																																0.00
CSA CWS FUNDED ACTIVITIES																																	
DR	Differential Response																																0.00
AC	AfterCare																																0.00
AD	CSA Child Welfare Administration																																0.00
	Subtotal CSA CWS - FRC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FFPSA	Family Check-Up (FCU)																																0.00
OTHER	Non-CFC Funded Activities																																0.00
	Total Direct Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Paid Time Off (Hol, Vac, Sck)																																0.00
	GRAND TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CFC

Paid Time Off (PTO) Allocation: 0.00 direct hrs ÷ 0.00 total direct hrs = #DIV/0! CFC % x 0.00 PTO = #DIV/0! CFC portion of PTO hrs
Adjusted Hours: 0.00 direct hrs + #DIV/0! CFC PTO = #DIV/0! CFC total hrs - OT hrs = - = #DIV/0! CFC regular hrs
Wage Calculation:
Hourly Employee #DIV/0! CFC regular hrs @ $ 15.00 = $ #DIV/0! + 0.00 CFC OT hrs @ $ 22.50 = $ 0.00 +Other (retro, split shift, etc) $ 0.00 = $ #DIV/0! CFC Wages
For Salary Employee Total gross wages paid for pay period x #DIV/0! CFC % = #DIV/0! CFC Wages

DR/AC FRC

Paid Time Off (PTO) Allocation: 0.00 direct hrs ÷ 0.00 total direct hrs = #DIV/0! DR/AC % x 0.00 PTO = #DIV/0! DR/AC PTO hrs
Adjusted Hours: 0.00 direct hrs + #DIV/0! DR/AC PTO = #DIV/0! DR/AC total hrs - OT hrs = - = #DIV/0! DR/AC regular hrs
Wage Calculation:
Hourly Employee #DIV/0! DR/AC regular hrs @ $ 15.00 = $ #DIV/0! + 0.00 DR/AC OT hrs @ $ 22.50 = $ 0.00 +Other (retro, split shift, etc) $ 0.00 = $ #DIV/0! DR/AC Wages
For Salary Employee Total gross wages paid for pay period x #DIV/0! DR/AC % = #DIV/0! DR/AC Wages

FFPSA

Paid Time Off (PTO) Allocation: 0.00 direct hrs ÷ 0.00 total direct hrs = #DIV/0! CSA CS % x 0.00 PTO = #DIV/0! FFPSA portion of PTO hrs
Adjusted Hours: 0.00 direct hrs + #DIV/0! FFPSA PTO = #DIV/0! FFPSA total hrs - OT hrs = - = #DIV/0! FFPSA regular hrs
Wage Calculation:
Hourly Employee #DIV/0! FFPSA regular hrs @ $ 15.00 = $ #DIV/0! + 0.00 FFPSA OT hrs @ $ 22.50 = $ 0.00 +Other (retro, split shift, etc) $ 0.00 = $ #DIV/0! FFPSA Wages
For Salary Employee Total gross wages paid for pay period x #DIV/0! FFPSA % = #DIV/0! FFPSA Wages

FAMILY RESOURCE CENTER SERVICES STAFF: I certify that this is a true and accurate report of my time and the activities performed as shown.

SUPERVISOR: I certify that the employee's time records have been examined and that, to the best of my knowledge and belief, this time record is true and correct and the activities were performed as shown.

Employee's Signature: _____ **Date:** _____ **Supervisor's Signature:** _____ **Date:** _____

ASSURANCE OF COMPLIANCE
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

CENTER FOR HUMAN SERVICES

HEREBY AGREES that it will comply with Title VII of the Civil Right Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008, the Pregnancy Discrimination Act, the Equal Pay Act, the Age Discrimination in Employment Act of 1967 (ADEA), and Title II of the Genetic Information Nondiscrimination Act of 200 (GINA); the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; and other applicable federal and state laws, as well as their implementing regulations, by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall be excluded from participation in or be denied the benefits because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex , sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, military and veteran status, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

Vendor Name: Center for Human Services

Signature: Gina Machado
Gina Machado (Jun 2, 2025 09:05 PDT)

Name and Title: Gina Machado Executive Director

Date: 06/02/2025

Attachment: Agreement - Family Resource Center Area C (RFP 24-55-PL Family Resource Center)

AGREEMENT BETWEEN
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AND SIERRA VISTA CHILD & FAMILY SERVICES
FOR FAMILY RESOURCE CENTER SERVICES – AREA E
JULY 1, 2025 THROUGH JUNE 30, 2026

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY ("County") and **SIERRA VISTA CHILD & FAMILY SERVICES** ("Contractor"), a California non-profit Corporation, as of July 1, 2025, or the execution of the Agreement by both parties (the "Effective Date").

INTRODUCTION

WHEREAS, County has the need for Family Resource Center Services; and

WHEREAS, Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Contractor or its subcontractors in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire, Contractor hereby assigns to County all copyrights to such works. With the County's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Contractor, then the County agrees to require the new contractor to assume any and all obligations for the reuse of the documents, and the County releases Contractor and its subcontractors from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

1.4 Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations and resolutions. Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 Upon the mutual agreement, the Contractor and other County departments or other local agencies may contract directly with Contractor for similar scope of work on the substantially the same terms and conditions set forth herein.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in EXHIBIT A.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to meals, lodging, transportation, drawings, renderings or mockups. Reimbursable travel expenses will be limited to meals, lodging, and transportation, and will be paid in accordance with the County's travel policy. Any such request for reimbursement by Contractor shall include all receipts. The County will not pay any markup by Contractor on such travel expenses. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, or fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State and Federal funds.

3. TERM

3.1 The Agreement shall commence on July 1, 2025, and shall terminate on June 30, 2026, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, or (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in section 2 herein, subject to any applicable setoffs.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS AND COMPLIANCE WITH LAWS

4.1 Any licenses, certificates or permits required by the Federal, State, County or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the County.

4.2 Contractor shall comply with all applicable local, State and Federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. Contractor, not the County, has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B, which is hereby incorporated by reference and made a part hereof.

7. DEFENSE AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the gross negligence or willful misconduct of the County or its agents, officers and employees. This obligation shall survive termination of this Agreement.

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7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

7.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;

7.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under State or Federal law; and

7.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum-contaminated soils or other regulated substances pass to Contractor.

8. STATUS OF CONTRACTOR

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. Both Contractor and County understand that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

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8.4 If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by Contractor.

8.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; and develop and implement budget procedures. In addition, the Contractors retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractor, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. RECORDS AND AUDITS

9.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 353.

9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further,

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County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

9.4 County shall have the right to audit all invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.

9.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.

9.7 Contractor expending in excess of $1,000,000 in Federal funds annually must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of States, local governments, institutions of higher education and non-profit. Contractor shall notify the County it at CSAReport@stancounty.com once their Single Audit is submitted to the Federal Audit Clearinghouse.

9.8 For Contractors who have biennial Financial and Compliance Audits completed, the reports must cover both years within the biennial period.

9.9 The Financial and Compliance Audit must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) and the statements must be prepared in conformity with Generally Accepted Accounting Principles (GAAP).

9.10 Contractor shall include in the Financial and Compliance Audit or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 75, and all applicable State and Federal guidelines, policies and procedures.

9.11 Expenses incurred by Contractor to provide for the performance of a Financial and Compliance Audit or Single Audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

9.12 Contractor is responsible for submitting to the County at CSAReport@stancounty.com a Financial and Compliance Audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. CONFIDENTIALITY

10.1 Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions Code (WIC); Division 19 of the California Department of Social Services Manual of Policies and Procedures, as well as any other applicable local, State, and Federal laws, rules and regulations to assure that:

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10.1.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of public social services.

10.1.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

10.1.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of misdemeanor.

10.2 Medi-Cal Data Privacy and Security:

10.2.1 Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS), California Department of Social Services (CDSS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.

10.2.2 Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.

10.2.3 Contractor shall abide by the following Information Technology (IT) protocols and procedures:

10.2.3.1 Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.

10.2.3.2 Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:

- Changing the methodology of storing, processing or transmitting customer PII and reports.
- Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.

10.2.3.3 Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement,

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the Social Security Administration Technical System Security Requirements (TSSR) 7.0.

10.2.3.4 PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

11. NON-DISCRIMINATION

11.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be

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required or may desire to make shall be made within thirty (30) days in writing to the address or to the email listed below as follows to the respective parties:

To County:
County of Stanislaus
Community Services Agency
Attention: Contracts Manager
P.O. Box 42
Modesto, CA 95353

Or

Csa-contracts@stancounty.com

To Contractor:
Sierra Vista Child & Family Services
Attention: Andrew Timbie, Chief Executive Officer
1600 N Carpenter Road, Building B
Modesto, CA 95351

Or

atimbie@svcfs.org

15. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. AUTHORIZED SIGNATURE

22.1 The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for all parties. Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. GENERAL ACCOUNTABILITY

24.1 In the event of an audit exception or exceptions, the Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

24.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, Contractor shall make reimbursement to the damaged party.

24.3 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

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25. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations, which set standards for their profession.

- Quality of Service: Employees of Contractor shall promote the goals of the program, which includes enhancement of participant self-esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.

- Respect and Courtesy: Employees of Contractor shall conduct all activities with respect and courtesy for participants.

- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.

- Positive Representation: Employees of contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

26. COPYRIGHT ACCESS

County, State, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, and to authorize others to do so, all material developed under this Agreement including those covered by copyright.

27. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

28. CONVICTION OF CRIME

28.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.

28.2 Contractor agrees not to knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds or a misdemeanor or felony involving abuse, neglect, violence or sexual conduct involving or perpetrated upon a minor.

28.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166 and shall comply with the provisions of the code section.

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29. MATCHING FUNDS

These funds are not available for matching with Federal, State or local funds for this or any other Agreement unless certified by County.

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

30.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Contractor shall be referred to as the "prospective recipient".

30.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 180, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

30.2.1 The prospective recipient of Federal assistance funds certifies by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

30.2.2 The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

30.2.3 Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

30.2.4 The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in section 30, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

30.2.5 The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to section 30 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

30.2.6 The certification in section 30 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

31. CERTIFICATION REGARDING ECONOMIC SANCTIONS CALIFORNIA EXECUTIVE ORDER N-6-22

31.1 Contractor shall review their investments and agreements to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

(Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

31.2 County shall terminate any agreement with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter into an agreement with any such individual or entity while the Order is in effect.

31.3 For agreements valued at five million dollars ($5,000,000) or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

32. DEBARMENT

Contractor represents and warrants that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving an agreement from any Federal, State or local government or agency, nor has it been declared ineligible for the award of agreements by any Federal, State, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.

33. LEVINE ACT DISCLOSURE STATEMENT

Contractor shall execute the Levine Act Disclosure Statements attached hereto concurrently with the execution of this Agreement.

34. COMPLIANCE WITH FALSE CLAIMS ACT

34.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

34.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By:_____
Andrew Johnson

Title: GSA Director/Purchasing Agent

Dated:_____

SIERRA VISTA CHILD & FAMILY SERVICES

By: Andrew Timbie (May 30, 2025 14:32 PDT)
Andrew Timbie

Title: Chief Executive Officer

Dated: 05/30/2025

APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

By: Jeff Davis (Jun 2, 2025 16:09 PDT)
Jeff Davis

Title: Associate Director

Dated: 06/02/2025

APPROVED AS TO FORM:
COUNTY COUNSEL

By: Jonathan Lee
Jonathan Lee (May 30, 2025 13:54 PDT)

Title: Deputy County Counsel

Dated: 05/30/2025

COUNTY OF STANISLAUS

Approved BOS Resolution #:_____

Dated:_____

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

EXHIBIT A

SCOPE OF WORK
FOR
SIERRA VISTA CHILD & FAMILY SERVICES
FAMILY RESOURCE CENTER SERVICES – AREA E
JULY 1, 2025 THROUGH JUNE 30, 2026

Request for Proposal #24-55-PL issued by Stanislaus County GSA Purchasing Division; the Proposer's responding proposal; Information of Proposers; General Conditions, as well as any plans, specifications, Addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Scope of Work, and the resultant form of Agreement issued by the County to the successful Proposer (henceforth "Contractor"), shall comprise the contract and all services provided hereunder that shall be performed by Contractor in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of the Agreement shall prevail.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.331 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Assistance Listing Number 93.556.

1. SCOPE OF WORK:

1.1 Contractor shall provide Family Resource Center (FRC) services through diverse delivery methodology, including both in-person and virtual means, as appropriate.

1.1.1 Services shall be culturally and linguistically appropriate to the populations served.

1.1.2 Equity to all populations shall be a guiding principle of operations.

1.2 Contractor shall provide services at the Family Resource Center located at 2020 Standiford Avenue, Suite C1, Modesto, California 95350.

1.2.1 The location shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays. Hours of service shall include evenings and weekends, as appropriate.

1.2.2 Staffing level and employee qualifications shall be appropriate to services that provide specific support and strengthening services/activities to the targeted population.

1.2.3 Contractor shall provide training to their staff as follows:

1.2.3.1 At least one (1) time each year, cultural competency training to staff to enhance skill sets and to support the goal of reaching cultures not represented in the program;

1.2.3.2 Training shall also include a focus on race and equity in the provision of services; and

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1.2.3.3 Contractor staff shall participate in Community Services Agency (CSA) trainings, as needed, or as necessary. Contractor shall reach out to County Program Manager for training details.

1.3 Contractor shall provide services/activities listed in this Scope of Work and target populations to Stanislaus County residents in the 95350, 95355, 95356, and 95368 zip codes, unless otherwise specified by County.

1.3.1 Residency in a specific zip code is required for participants to receive services from the FRCs. However, exceptions can be made as long as funding permits, with prior email approval from County Program Manager is obtained.

1.4 Contractor staff shall report any reasonable suspicion of child abuse and/or neglect to the Child & Family Services hotline at 1 (800) 558-3665.

1.4.1 Refer family back to County if the alleged allegation of abuse or neglect continues to occur or a new allegation of abuse or neglect is discovered

1.5 Contractor shall be available for joint home visit(s) with County's Social Workers (SW) within three (3) business days of notice.

1.6 Contractor shall utilize standardized forms and/or operating procedures as follows, but is not limited to:

1.6.1 Intake document(s) for new clients; and

1.6.2 Referral system for making referrals for participants. The system shall be identified by County Program Manager.

1.7 Contractor shall provide services through Promoting Safe and Stable Families (PSSF) and Child Abuse Prevention, Intervention, and Treatment (CAPIT) funding to families with children/adolescents zero through seventeen (0-17) years of age as follows:

1.7.1 Service delivery shall be at the FRC, participant's home, and/or virtually, with an emphasis on in-person delivery;

1.7.2 Contractor shall provide Differential Response (DR) service as follows:

1.7.2.1 Receive referrals from County's Child Welfare Services (CWS) and respond to the CWS Social Worker (SW) or the family (depending on path type) within seventy-two (72) hours; and

1.7.2.1.1 Once referral is received, via fax or other transmission method, Contractor shall follow-up with the family to offer resources alone or as a joint visit with CWS SW.

1.7.2.1.2 Provide services depending on the Path Decision Tool or Contractors own screening assessment.

1.7.2.2 Path 1, 2, and 3 Decision Tools will have family information denoting resources that may be helpful for the family. The goal for each path is to provide case management services to families that are referred.

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

1.7.2.2.1 Path 1 indicates low, or no risk of abuse or neglect and the referral from CWS will be closed at intake and sent to the appropriate FRCs.

1.7.2.2.2 Path 2 indicates a moderate risk of abuse or neglect, and a referral will be sent after the CWS SW has determined assessment.

1.7.2.2.3 Path 3 indicates the child(ren) are unsafe and/or at high risk of abuse or neglect and are assessed by CWS SW immediately. CWS will determine the risk and safety for the appropriate referral, if needed.

1.7.2.2.4 Path 2 and 3 shall require a joint home visit with the CWS SW.

1.7.2.2.5 Contractor shall collaborate with CWS and referred families to attenuate barriers to services and prepare a case plan for families that are referred.

1.7.3 Contractor shall complete the Adverse Childhood Experiences (ACEs) Questionnaire, provided by County Program Manager, with the adults in the referred family during their intake, to measure childhood trauma prior to their eighteenth (18th) birthday;

1.7.4 Contractor shall provide case management services that shall include up to six (6) months of case management services for DR and/or AfterCare (AC) families;

1.7.5 Contractor shall provide resources and referrals to families that have been referred by CWS;

1.7.5.1 Contractor shall screen children zero through five (0-5) years of age by utilizing the appropriate screening measures through the Ages and Stages Developmental screening.

1.7.6 Contractor shall provide parent, caregiver, and provider education services as follows:

1.7.6.1 Services shall have fidelity and linkage to evidence-based or evidence informed services;

1.7.6.2 Parenting classes shall be provided for two (2)-full cycles a year or thirty (30) weeks and shall target parents that have children ages six through seventeen (6-17) years of age;

1.7.6.3 Parent Cafés shall be provided to parents, caregivers, and providers virtually or in-person by a member of staff that has been trained;

1.7.6.3.1 There shall be twelve to fifteen (12-15) classes a session.

1.7.6.4 Parenting curriculum shall be approved by County, as appropriate; and

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1.7.6.5 Contractor shall hold classes when minimum class size is met. The goal for minimum class size is five (5). County Program Manager approval is required if class size is less than five (5).

1.7.7 AC services are provided once the Child Welfare case is closed, and referral is received from CWS; and

1.7.7.1 Contractor and CWS SW shall do a joint visit up to a month before the case closes to ensure continuity.

1.7.7.2 Contractor shall ensure families have support and provide appropriate resources and services to families outside of the Child Welfare system.

1.7.7.2.1 Referral may include identified areas where the family can further engage in support and/or utilize resources in.

1.7.8 Contractor shall complete a Pre and Post Protective Factors Survey to be completed with the referred families upon the first visit (intake) and at three (3) months from the intake or at the time of case management closure, as indicated by the County Program Manager.

1.8 Contractor shall provide all services for PSSF/CAPIT as described in the Stanislaus County Outcomes and Results Reporting Sheet (SCOARRS), EXHIBIT D, which is hereby incorporated by reference and made a part hereof.

1.9 Contractor shall implement the following strategies and guiding principles for PSSF/CAPIT:

1.9.1 Contractor shall actively recruit and engage community members and consumers of services as participants in planning and implementing these services.

1.9.2 Contractor shall coordinate with other FRCs or alternative sites, as appropriate:

1.9.2.1 Provide services reaching new participants;

1.9.2.2 Refer participants to other FRC sites, as appropriate; and

1.9.2.3 Contractor shall cross-promote appropriate services to existing participants and to increase the number of clients served.

1.9.3 Contractor shall increase collaborations and service delivery efficiencies where appropriate, this shall include, but is not limited to the following:

1.9.3.1 Collaborate with other agencies/organizations, parents, and schools located within the geographical service area including the appropriate referral of participants to other community-based agencies/organizations.

1.9.4 Contractor shall conduct services in the most cost-effective manner as possible and shall closely monitor and analyze data associated with their services/activities for outcomes and opportunities for improvement.

1.10 Contractor shall participate in the following for PSSF/CAPIT:

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

1.10.1 To promote collaboration with other agencies, Contractor shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees;

1.10.2 Contractor shall ensure all necessary individuals attend partner meetings;

1.10.3 Contractor shall participate in an activity and/or assessment regarding collaboration efforts and outcomes;

1.10.4 Contractor shall have a representative actively participating on the FRC Leadership Team and Cohort groups;

1.10.5 Contractor shall participate in site visits annually. Contractor shall also meet periodically with County representative upon the reasonable request of County to discuss, review, and evaluate program activities; and

1.10.6 Contractor shall participate in Multidisciplinary Team MDT meetings held on the second (2nd) and fourth (4th) Wednesday of each month.

2. SUBCONTRACT AGREEMENTS:

2.1 Subcontracting this Agreement shall only be authorized with express written consent of County pursuant to Section 12 of this Agreement.

2.2 Contractor shall provide a copy of the separate subcontracted service agreement for review and approval to csa-contracts@stancounty.com and to County Program Manager thirty (30) days prior to the execution of the agreement. All subcontracted activities shall be pre-approved and agreed upon by County and Contractor prior to any services being subcontracted.

2.2.1 The separate subcontracted service agreement shall include the Terms and Conditions as set forth by the County in this Agreement.

3. REPORTS:

3.1 Monthly Reports:

3.1.1 Contractor shall submit data on a monthly basis associated with services and activities through a data reporting tool provided by the County Program Manager. Contractor will also collect service recipient data that includes an identifier to the Area as well as additional data of service recipient, when possible. Contractors shall submit the Differential Response Client Data Sheet (DR Client Data Sheet) via email to DRClientData@stancounty.com.

3.1.2 In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name and case number to County Program Manager (if available).

3.1.3 Monthly reports are due once a month, according to the following schedule:

3.1.3.1 Thirty (30) days after the end of the current month.

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3.2 Quarterly Reports:

3.2.1 Contractor shall submit quarterly the following reports:

3.2.1.1 SCOARRS Card, EXHIBIT D;

3.2.1.2 PSSF and CAPIT, and/or other forms provided by County;

3.2.1.3 Complete a Pre and Post Protective Factors Survey (PFS) to be completed upon the first visit and at three (3) months or at the time of case management closure, as indicated by the County Program Manager and shall be uploaded within seven (7) days after the end of each Quarter to a secure online data base link, pfsonline.friendsnrc.org for Differential Response and AfterCare services;

3.2.1.4 Contractor shall submit a Quarterly Narrative to County Program Manager describing the steps to ensure the Protective Factors Surveys are completed at intake and at three (3) months or at time of case management closure and uploaded into the PFS database as well as any successes and/or challenges experienced during the term of this Agreement year; and

3.2.1.5 Complete Adverse Childhood Experiences (ACEs) questionnaire for adults upon the first visit, at intake, and submit quarterly, following the below guideline, to County Program Manager.

3.2.2 Quarterly reports shall be submitted to CSAReport@stancounty.com on the last day of the month following the end of each quarter as outlined below, unless stated otherwise above.

Quarter	Due
Quarter 1: July 1, 2025 – September 30, 2025	October 31, 2025
Quarter 2: October 1, 2025 – December 31, 2025	January 31, 2026
Quarter 3: January 1, 2026 – March 31, 2026	April 30, 2026
Quarter 4: April 1, 2026 – June 30, 2026	July 31, 2026

3.3 Annual Reports:

3.3.1 Contractor shall submit to County Program Manager an Annual Report in the format provided by County. The Annual Report shall include data/information regarding:

3.3.1.1 Leveraging, linkages/collaboration, best practices/evidence-based practices, cultural proficiency, evaluation capacity, response to prior evaluation recommendations, contract compliance issues, financial management, outcomes/results, and participant demographics.

3.3.2 Contractor shall develop and conduct an employee satisfaction survey on an annual basis. Survey results shall be compiled and submitted to County; and

3.3.3 Annual reports shall be submitted no later than August 5, 2026 to CSAReport@stancounty.com.

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3.4 Customer Satisfaction Survey:

3.4.1 Contractor shall develop and conduct a customer satisfaction survey during the second and fourth quarters as outlined below.

3.4.2 Survey results shall be compiled and submitted to CSAReport@stancounty.com:

Quarter	Due
Quarter 2: October 1, 2025 – December 31, 2025	January 31, 2026
Quarter 4: April 1, 2026 – June 30, 2026	July 31, 2026

4. MONITORING:

Contractor shall give authorized County, Federal and State officers, agents, employees, or independent auditors and monitors access to examine and audit all records and material related to program services (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards § 200.329, Monitoring and reporting program performance).

5. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

5.1 Costs:

5.1.1 The maximum amount of this Agreement for the period July 1, 2025, through June 30, 2026, shall not exceed $289,523.

5.1.2 This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C, which is hereby incorporated by reference and made a part hereof.

5.1.3 Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.

5.2 Contractor shall make no charge to the recipient and shall collect no share of cost.

5.3 Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement only include allowable costs, both indirect and direct, relative to the services in this Agreement.

5.4 Contractor shall execute the Assurance of Compliance Form, attached hereto concurrently with the execution of this agreement.

5.5 Costs must comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from

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funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 75, Administration of Grants.

5.6 County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds.

5.7 Invoices:

5.7.1 Contractor shall submit an itemized program line-item budget to County at the start of the agreement and/or anytime a change per detail line item occurs.

5.7.2 Cost reimbursement invoices shall include the following information and supporting documentation:

5.7.2.1 Name of Contractor: Sierra Vista Child & Family Services;

5.7.2.2 Services Provided: Family Resource Center Services – Area E;

5.7.2.3 Copies of signed or electronically approved Time Studies, Exhibit E, for any employee dedicating their time to multiple funding sources/programs shall include the actual time dedicated to the services outlined in this Agreement only;

5.7.2.4 Supporting payroll and fringe benefit journals;

5.7.2.5 Overtime requires written County Program Manager pre-approval. Email of approval shall be attached to the monthly invoice;

5.7.2.6 Contractor shall submit invoice(s) for accrued vacation and/or sick time cash-outs for a staff member who has separated from service as follows:

5.7.2.6.1 Vacation and/or sick time accrued/earned during the current Agreement period shall be reimbursed according to the allocation based on the employee's time (Full Time Equivalent %).

5.7.2.6.2 Vacation and/or sick time accruals earned during the Agreement period, up to the employee's date of separation from service shall be reimbursed.

5.7.2.6.3 Reimbursement of vacation and/or sick time shall be at the separated employee's current hourly rate of pay.

5.7.2.6.4 Vacation and/or sick time accrued in any prior fiscal year outside of the current Agreement, will not be reimbursed.

5.7.2.7 Contractor shall submit their FRC Worksheet to County with their monthly invoice submittal;

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5.7.2.8 Any client supportive service shall include the participant's Client ID, the supportive service description, the date the supportive service was given and the back-up documentation;

5.7.2.9 Any gift cards purchased shall include the participant's full name, pre-approval back-up documentation and shall follow Stanislaus County Auditor Controller's Incentive Gift Card Policy for receiving incentives; and

5.7.2.10 Copies of invoices and proof of payment of all Contractor operational costs billed to this Agreement.

5.7.3 For services provided in the months of July 2025 through April 2026, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2026 are as follows:**
Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April 2026.

Invoice requirements are subject to change and the Contractor shall be notified in writing.

5.7.4 Invoices shall be submitted to:

County of Stanislaus
Community Services Agency
Attention: Accounts Payable Supervisor, E2A
P.O. Box 42
Modesto, CA 95353-0042

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

5.7.5 To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

- County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
- Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

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5.8 Payments:

5.8.1 If the conditions set forth in this Agreement are met, County shall pay, on or before the thirtieth (30th) day after receipt of the invoices, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices).

5.8.2 In the event invoices are not received in the timeframes set forth in this Agreement, at the discretion of County's Community Services Agency Director or her/his designee, the Community Services Agency shall have the right to deny payment of any invoices received.

5.8.3 Contractor shall be reimbursed for travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy. The County established mileage rate, maintained by the Stanislaus County Auditor-Controller's Office, may be adjusted annually based on the Internal Revenue Service (IRS) stated rate for that year. Incremental IRS rate increases are not automatic.

NOTE: Contractor must have out of county travel approved by County thirty (30) days prior to the event. The request shall be submitted to County Program Manager via email. The approval must be submitted with any applicable invoice.

5.8.4 County retains the right to withhold payment on disputed claims.

5.8.5 Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative.

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Exhibit B

Insurance Required for Most Contracts

(Not for Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars ($1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the County.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or Subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

NA Exempt from Auto – By initialing, I certify Contractor's officers, employees, agents, representatives, or subcontractors will not utilize a vehicle in the performance of my work with the County.

NA Exempt from WC – By initialing, I certify Contractor is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Andrew Timbie Date: 05/30/2025

Signature: Andrew Timbie (May 30, 2025 14:32 PDT) Date: 05/30/2025

Vendor Name: Sierra Vista Child & Family Services

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: Peggy J Huntsinger Peggy J Huntsinger (Jun 2, 2025 11:28 PDT) Date: 06/02/2025

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

EXHIBIT C

AGREEMENT BUDGET
FOR
SIERRA VISTA CHILD & FAMILY SERVICES
FAMILY RESOURCE CENTER SERVICES – AREA E
JULY 1, 2025 THROUGH JUNE 30, 2026

BUDGET CATEGORY	TOTAL
Personnel Services	
Salaries	$154,133
Fringe Benefits (27% Federal Fringe Benefit Rate)	$ 41,616
Total Personnel	$195,749
Operating Expenses	$ 47,957
Indirect (18.8% of Personnel and Operating)	$ 45,817
TOTAL COSTS	**$289,523**

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

Stanislaus County
Outcomes and Results Reporting Sheet
(SCOARRS)

Date: _____

Agency: _____

Program Name: _____

Prepared by: _____

Phone Number: _____

Email: _____

Reporting for Quarter:

☐ 1st Quarter

☐ 2nd Quarter

☐ 3rd Quarter

☐ 4th Quarter

PLANNED OUTCOMES, RESULTS, AND OBJECTIVES

Vision
Children and families are strong, thriving, and connected to their community.

Mission
FRCs provide support and strengthening services and activities to children and families in their neighborhood and communities

Long-Term Outcomes

1. Families are strong and children are healthy from their early years to adulthood
2. Children are eager and ready learners
3. Children live in safe, stable, and permanent homes

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
Children live in safe, stable, and permanent homes	**Differential Response and AfterCare** 1. FRC Staff will provide a PFS assessment to the caregivers of children (DR & AC). • 40% of DR referred children (all ages) whose caregivers respond to a contact will receive a first PFS assessment at the time of intake (first visit). • 30% of DR referred children (all ages) whose caregivers respond to a contact will receive a second PFS assessment at 3 months or at time of closure. • 40% AC children (all ages) whose caregivers respond to a contact will receive a first PFS assessment at intake.	a. [ ] # of referred DR children 0-5 b. # of referred DR children 0-5 whose caregivers responded to a contact c. # of DR children 0-5 whose caregivers received a first PFS assessment at the time of intake (first visit) d. # of DR children 0-5 whose caregivers received a second PFS assessment at 3 months or at time of closure e. # of referred DR children (all ages) f. # of referred DR children (all ages) whose caregivers responded to a contact	a. [ ] # of referred DR children 0-5 b. [ ] # of referred DR children 0-5 whose caregivers responded to a contact c. # of DR children 0-5 whose caregivers received a first PFS assessment at the time of intake (first visit) d. # of DR children 0-5 whose caregivers received a second PFS assessment at 3 months or at time of closure e. # of referred DR children (all ages) f. # of referred DR children (all ages) whose caregivers responded to a contact	(b) / (a) = [ ] % of DR referred children 0-5 whose caregivers responded to a contact. (c) / (b) = [ ] % of DR children 0-5 whose caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit). (d) / (c) = [ ] % of DR children 0-5 whose caregivers received a first PFS assessment at the time of intake and received a second PFS assessment at 3 months or at time of closure. (f) / (e) = [ ] % of DR referred children (all ages) whose caregivers responded to a contact. (g) / (f) = [ ] % of DR referred children (all ages) whose	

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	• 30 % AC children (all ages) whose caregivers respond to a contact will receive a second PFS assessment at 3 months or at time of closure.	g. # of DR children (all ages) whose caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit)	g. # of DR children (all ages) whose caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit)	caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit). (h) / (g) = [ ] % of DR referred children (all ages) whose caregivers received a first PFS assessment at the time of intake (first visit) and received a second PFS assessment at 3 months or at time of closure. (j) / (i) = [ ] % of After Care referred children 0-5 whose caregivers responded to a contact. (k) / (j) = [ ] % of After Care children 0-5 whose caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit).	
		h. # of DR children (all ages) whose caregivers responded to a contact and received a second PFS assessment at 3 months or at time of closure	h. # of DR children (all ages) whose caregivers responded to a contact and received a second PFS assessment at 3 months or at time of closure		
		i. # of referred AC children 0-5	i. # of referred AC children 0-5		
		j. # of referred AC children 0-5 whose caregivers responded to a contact k. # of AC children 0-5 whose caregivers received a first PFS	j. # of referred AC children 0-5 whose caregivers responded to a contact k. # of AC children 0-5 whose caregivers received a first PFS assessment		

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
		assessment at the time of intake (first visit)	at the time of intake (first visit)	(l) / (k) = [ ] % of After Care children 0-5 whose caregivers received a first PFS assessment at the time of intake (first visit) and received a second PFS assessment at 3 months or at time of closure. (n) / (m) = [ ] % of After Care referred children (all ages) whose caregivers responded to a contact. (o) / (n) = [ ] % of After Care referred children (all ages) whose caregivers responded to a contact and received a first PFS assessment at the time of intake (first visit). (p) / (n) = [ ] %	
		l. # of AC children 0-5 whose caregivers received a second PFS assessment at 3 months or at time of closure	l. # of AC children 0-5 whose caregivers received a second PFS assessment at 3 months or at time of closure		
		m. # of referred AC children (all ages)	m. # of referred AC children (all ages)		
		n. # of referred AC children (all ages) whose caregivers responded to a contact	n. # of referred AC children (all ages) whose caregivers responded to a contact		
		o. # of AC children (all ages) whose caregivers responded to a contact and received a first PFS	o. # of AC children (all ages) whose caregivers responded to a contact and received a		

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
		assessment at the time of intake (first visit)	first PFS assessment at the time of intake (first visit)	of After Care referred children (all ages) whose caregivers received a first PFS assessment at the time of intake (first visit) and received a second PFS assessment at 3 months or at time of closure.	
		p. # of AC children (all ages) whose caregivers responded to a contact and received a second PFS assessment at 3 months or at time of closure	p. # of AC children (all ages) whose caregivers responded to a contact and received a second PFS assessment at 3 months or at time of closure		
	2. FRC Staff will provide an ACEs questionnaire to adults at time of intake • 80% of adults who respond to a contact will receive an ACEs questionnaire at the time of intake (first visit).	q. [ ] # of adults that completed an ACEs questionnaire this quarter r. [ ] # of adults that *did not* complete an ACEs questionnaire this quarter	q. [ ] # of adults that completed an ACEs questionnaire year to date r. [ ] # of adults that *did not* complete an ACEs questionnaire year to date	(q) / (b) = [ ] % of caregivers that responded to a contact and received an ACEs questionnaire at the time of intake (first visit).	

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	Case Management 3. FRC Staff will provide DR/AC Clients who have multiple Case Management services	s. # of DR/AC children whose caregivers received Case Management Services	s. [ ] # of DR/AC children whose caregivers received Case Management Services	[ ] % of DR/AC children whose caregivers received Case Management Services	
Families are strong and children are healthy from their early years to adulthood	**Ages and Stages Developmental Screenings** 4. FRC Staff will provide DR / AC children 0-5 with developmental screenings using the Ages & Stages Questionnaire (ASQ).	t. [ ] # of DR children 0-5 who received a developmental screening u. [ ] # of AC children 0-5 who received a developmental screening	t. [ ] # of DR children 0-5 who received a developmental screening u. [ ] # of AC children 0-5 who received a developmental screening	(s+t) / (b+j) = [ ] % of children 0-5, whose caregivers responded to a DR or AC contact, received a developmental screening	
	Parent/caregiver Education 5. DR /AC Caregivers have increased parenting knowledge, skills, and support. A variety of parenting education	v. [ ] # of children 0-5 whose caregiver attended parent education (assessed or not assessed) during this quarter w. [ ] # of caregivers for children 0-5 who	v. [ ] # of children 0-5 whose caregiver attended parent education (assessed or not assessed) year to date w. [ ] # of caregivers for children		CUMULATIVE INFORMATION: In this section, explain: • the curriculum(s) used,

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	will be provided to parents of children 0-5 and 6-17 including family nurturing, social skills development, and child development/health topics. • 80% of the children 0-5 will have caregivers who indicate an increase in parenting knowledge or skills after attending parenting education as measured by an increase in knowledge/skills through a survey or pre/post test. • 80% of the children 6-17 will have caregivers who indicate an increase in parenting knowledge of skills	attended parent education (assessed or not assessed) during this quarter x. [ ] # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test during this quarter y. [ ] # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test during this quarter z. [ ] # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter aa. [ ] # of caregivers of children	0-5 who attended parent education (assessed or not assessed) year to date x. [ ] # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test year to date y. [ ] # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test year to date z. [ ] # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date	(z) / (x) = [ ] % of children 0-5 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date (aa) / (y)= [ ] % of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and	• if the curriculum is evidence based or evidence informed, and • if the children 0-5 participated in the class with the caregivers • if there's a mixture of evidence based vs. evidence informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence based, children participate, 10 0-5 children, 5 caregivers; or New Beginnings, evidence informed, children do not

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	after attending parenting education as measured by an increase in knowledge / skills through a survey or pre/post test.	0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter SECTION for 6-17: bb. [ ] # of children 6-17 whose caregiver attended parent education (assessed or not assessed) during this quarter cc. [ ] # of caregivers for children 6-17 who attended parent education (assessed or not assessed) during this quarter dd. [ ] # of children 6-17 whose caregiver attended parenting education and completed a survey or pre/post test during this quarter	aa. [ ] # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date SECTION for 6-17: bb. [ ] # of children 6-17 whose caregiver attended parent education (assessed or not assessed) year to date cc. [ ] # of caregivers for children 6-17 who attended parent education (assessed or not assessed) year to date dd. [ ] # of children 6-17 whose caregiver attended parenting education and completed a survey or	indicated an increase in knowledge or skills year to date (ff)/ (dd) = [ ] % of children 6-17 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills	participate, 15 caregivers.) SECTION for 6-17: In this section, explain: • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 6-17 participate in the class with the caregivers • if there's a mixture of evidence based vs. evidence informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering

Community Services Agency Outcomes

Long Term Outcomes	Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
		ee. [ ] # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test during this quarter ff. [ ] # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter gg. [ ] # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter	pre/post test year to date ee. [ ] # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test year to date ff. [ ] # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date gg. [ ] # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date	after attending parenting education year to date (gg) / (ee)= [ ] % of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date	families, evidence based, children participate, 10 6-17 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):

Resource Changes (Only if Needed):

Activities & Services:

Activities & Services Changes (Only if Needed)

TIME STUDY

FILL IN YELLOW HIGHLIGHTED AREAS IF APPLICABLE

CHILDREN AND FAMILIES COMMISSION AND COMMUNITY SERVICES AGENCY — STANISLAUS COUNTY

TIME STUDY: FAMILY RESOURCE CENTER SERVICES — PAYROLL PERIOD — CLASSIFICATION

LAST NAME FIRST NAME

	PROGRAM DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
CFC	CFC Funded Activities																																0.00
	CSA CWS FUNDED ACTIVITIES																																
DR	Differential Response																																0.00
AC	AfterCare																																0.00
AD	CSA Child Welfare Administration																																0.00
	Subtotal CSA CWS - FRC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSA-CS	CSA Concrete Supports																																0.00
OTHER	Non-CFC Funded Activities																																0.00
	Total Direct Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Paid Time Off (Hol, Vac, Sck)				4.00				4.00						4.00										8.00								20.00
	GRAND TOTAL	0.00	0.00	0.00	4.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00

CFC

Paid Time Off (PTO) Allocation: 0.00 direct hrs ÷ 0.00 total direct hrs = #DIV/0! CFC % x 20.00 PTO = #DIV/0! CFC portion of PTO hrs
Adjusted Hours: 0.00 direct hrs + #DIV/0! CFC PTO = #DIV/0! CFC total hrs - OT hrs = - = #DIV/0! CFC regular hrs
Wage Calculation:
Hourly Employee #DIV/0! CFC regular hrs @ $ 15.00 = $ #DIV/0! + 0.00 CFC OT hrs @ $ 22.50 = $ 0.00 +Other (retro, split shift, etc) $ 0.00 = $ #DIV/0! CFC Wages
For Salary Employee Total gross wages paid for pay period x #DIV/0! CFC % = #DIV/0! CFC Wages

DR/AC FRC

Paid Time Off (PTO) Allocation: 0.00 direct hrs ÷ 0.00 total direct hrs = #DIV/0! DR/AC % x 20.00 PTO = #DIV/0! DR/AC PTO hrs
Adjusted Hours: 0.00 direct hrs + #DIV/0! DR/AC PTO = #DIV/0! DR/AC total hrs - OT hrs = - = #DIV/0! DR/AC regular hrs
Wage Calculation:
Hourly Employee #DIV/0! DR/AC regular hrs @ $ 15.00 = $ #DIV/0! + 0.00 DR/AC OT hrs @ $ 22.50 = $ 0.00 +Other (retro, split shift, etc) $ 0.00 = $ #DIV/0! DR/AC Wages
For Salary Employee Total gross wages paid for pay period x #DIV/0! DR/AC % = #DIV/0! DR/AC Wages

CSA / CS

Paid Time Off (PTO) Allocation: 0.00 direct hrs ÷ 0.00 total direct hrs = #DIV/0! CSA CS % x 20.00 PTO = #DIV/0! CSA CS portion of PTO hrs
Adjusted Hours: 0.00 direct hrs + #DIV/0! CSA/CS PTO = #DIV/0! CSA/CS total hrs - OT hrs = - = #DIV/0! CSA/CS regular hrs
Wage Calculation:
Hourly Employee #DIV/0! CSA CS regular hrs @ $ 15.00 = $ #DIV/0! + 0.00 CSA/CS OT hrs @ $ 22.50 = $ 0.00 +Other (retro, split shift, etc) $ 0.00 = $ #DIV/0! CSA/CS Wages
For Salary Employee Total gross wages paid for pay period x #DIV/0! CSA/CS % = #DIV/0! CSA/CS Wages

FAMILY RESOURCE CENTER SERVICES STAFF: I certify that this is a true and accurate report of my time and the activities performed as shown.

FAMILY RESOURCE CENTER SERVICES I certify that the employee's time records have been examined and that, to the best of my knowledge and belief, this time record is true and correct and the activities were performed as shown.

Employee's Signature: _____ Date: _____ Supervisor's Signature: _____ Date: _____

ASSURANCE OF COMPLIANCE
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

SIERRA VISTA CHILD & FAMILY SERVICES

HEREBY AGREES that it will comply with Title VII of the Civil Right Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008, the Pregnancy Discrimination Act, the Equal Pay Act, the Age Discrimination in Employment Act of 1967 (ADEA), and Title II of the Genetic Information Nondiscrimination Act of 200 (GINA); the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; and other applicable federal and state laws, as well as their implementing regulations, by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall be excluded from participation in or be denied the benefits because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex , sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, military and veteran status, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

Vendor Name: SIERRA VISTA CHILD & FAMILY SERVICES

Signature: Andrew Timbie (May 30, 2025 14:32 PDT)

Name and Title: Andrew Timbie CEO

Date: 05/30/2025

Attachment: Agreement - Family Resource Center Area E (RFP 24-55-PL Family Resource Center)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ☐ ***YES*** ☒ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ ***YES*** ☒ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

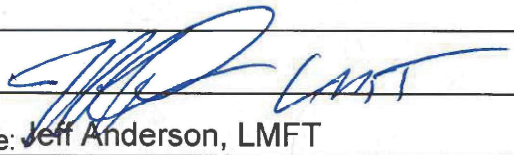
_____

Attachment: Levine Act Disclosure (RFP 24-55-PL Family Resource Center)

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 	Date May 30, 2025
Print Name: Jeff Anderson, LMFT	
Title: Chief Program Officer	
Company: Sierra Vista Child & Family Services	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure (RFP 24-55-PL Family Resource Center)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? _☐_ ***YES*** _☑_ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? _☐_ ***YES*** _☑_ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure (RFP 24-55-PL Family Resource Center)

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Gina Machado Gina Machado (Jun 2, 2025 09:05 PDT)	Date 06/02/2025
Print Name: Gina Machado	
Title: Executive Director	
Company: Center for Human Services	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure (RFP 24-55-PL Family Resource Center)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Community Services Agency

BOARD AGENDA:5.B.7
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of an Agreement with Aspiranet for the Provision of Wraparound Program Services in the Amount of $1,762,702 for the Term of July 1, 2025 Through June 30, 2026; and Related Actions

STAFF RECOMMENDATION:

1. Approve an agreement with Aspiranet for the provision of wraparound program services for the Community Services Agency (CSA) and Probation in the amount of $1,762,702, for the term of July 1, 2025, through June 30, 2026.
2. Authorize the General Services Agency Director/Purchasing Agent, or designee, to sign the agreement for the provision of wraparound program services in the amount of $1,762,702 for the term of July 1, 2025, through June 30, 2026.
3. Authorize the General Services Agency Director/Purchasing Agent, or designee, to amend the agreement by up to 25% under the same terms and conditions, within budget authority and aligned with the Purchasing Policy, to meet the community's service needs.

DISCUSSION:

The Community Services Agency (CSA) builds community by cultivating safety, stability, and resiliency – strengthening the foundation for all. CSA operates and has oversight of a variety of social welfare programs that provide cash assistance and social services and supports for the benefit of the community. CSA strives to serve, aid, and protect needy and vulnerable children and adults in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.

In 1997, wraparound services were established in California under Senate Bill (SB) 163 (Chapter 795, Statutes of 1997), which allowed California counties to develop a wraparound services program using State and county Aid to Families with Dependent Children -Foster Care (AFDC-FC) funds. This legislation permits counties to use the funding for planning and service delivery instead of placing children or youth in high-level group homes. The legislation intended to return children and youth in group home care to their homes and communities or help children at imminent risk of placement in high-end group homes to remain in their homes. Wraparound services may also be used for children who are eligible for Adoption Assistance Program benefits.

Wraparound services are defined as community-based intervention services that emphasize the strengths of the child and family and include the delivery of coordinated, highly individualized, unconditional services to address needs and achieve positive

outcomes in their lives. The wraparound services program provides the opportunity to serve children who are currently residing in a Short-Term Residential Therapeutic Program (STRTP), or at risk of being placed in an STRTP because they require a higher level of care, services and supervision due to significant behavioral, mental health issues or families with significant parenting needs. Providing wraparound services gives the identified children, youth, and/or non-minor dependents (NMD) an increased opportunity to return home or live in a less restrictive setting supported by their family and the community. The program is strength-based, family-focused, and helps to provide a seamless delivery of services while ensuring that the family has connections and support systems.

CSA's Child Welfare Services (CWS) program is focused on establishing permanency for youth in care. It aims to keep children safely with their parents while mitigating the issues that brought them into the child welfare system of care. Providing wraparound services improves this opportunity by providing the family with linkages and support required to complete their court-ordered case plan. The wraparound services program also funds a variety of services as an alternative to foster care and STRTP placement. The wraparound services program uses existing State funding in a flexible way to allow for more services to be directed to a family to keep the child at home or in a lower level of care. Although the wraparound services program is aimed at a small number of high-risk children and their families, it is an important vehicle to provide intensive services to the most at-risk children. This supports the County's System Improvement Plan in Child Welfare, which is a subset of California's Performance Improvement Plan, required by Federal regulation. Although this plan is currently in development, connecting youth in care with relatives and improving relative placements is at the forefront of plan development as priorities are set.

The wraparound services program is a partnership between CSA, Behavioral Health and Recovery Services (BHRS), and Probation. The partners are jointly responsible for ensuring that wraparound services:

- Be family-centered, individualized, culturally relevant, and strength-based;
- Be team and community-based;
- Identify and rely on a family's natural and community supports;
- Develop a child and family team plan to identify service needs;
- Place the child in the least restrictive environment;
- Track and evaluate outcomes; and
- Reinvest cost savings into child welfare programs.

During implementation in Stanislaus County, various Wraparound Committees were formed to ensure that Stanislaus County's model conforms to state requirements. The committees are tasked with determining program services and delivery methods. CSA, as the lead agency, provides the administrative and fiscal oversight. Each of the three County departments receives referrals for wraparound services from their staff and uses their existing internal processes to determine eligibility. Each child, youth, and/or NMD determined to be eligible is presented to the County's Interagency Placement Committee (IPC). IPC makes the final selection and approval.

On June 29, 2010, the Board of Supervisors approved the Stanislaus County California Wraparound Plan and Memorandum of Understanding (MOU) between CSA and the California Department of Social Services (CDSS) to implement the Stanislaus County

California Wraparound Program (Board Resolution 2010-419). The approval included authorizing Behavioral Health and Recovery Services (BHRS) to issue a Request for Proposal (RFP) to solicit bids to select a vendor to provide Wraparound services. RFP 10-33-SAS resulted in the selection of Aspiranet as the Wraparound Program service provider, and an agreement was approved by the Board on December 21, 2010, for the term of January 11, 2011, through June 30, 2012 (Board Resolution 2010-767). Two subsequent RFPs were conducted, and Aspiranet continued to be the wraparound services provider (Board Resolutions 2014-630 and 2019-0221). In 2022, it was determined by BHRS and the General Services Agency (GSA) Purchasing that there was no advantage to continuing the Request for Proposal (RFP) process for the services, and Aspiranet has continued to be the provider of wraparound services. The current agreement expired on June 30, 2025.

Over the years, it has been challenging for BHRS, CSA, and Probation to include all the requirements for each of their unique processes in a single contract. It has been determined that it will be more beneficial for the three departments to contract separately with Aspiranet for the provision of their respective services. Since CSA and Probation's services and funding models for services are similar, it was agreed that the two agencies would share a contract with Aspiranet, with CSA acting as a lead.

Aspiranet is uniquely qualified to operate a wraparound services program, as they have demonstrated experience in operations and functions, and possess the necessary staffing and fiscal capacity. CSA and Probation are requesting Board approval to execute an agreement with Aspiranet for the provision of wraparound services in the amount of $1,762,702 for the period of July 1, 2025, through June 30, 2026.

POLICY ISSUE:

Contracts above $200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained through a department agenda item, or the quarterly Contract Summary Sheet process managed by the General Services Agency. (Board Resolution 2024-0347; California Government Code §25502.5).

FISCAL IMPACT:

The agreement with Aspiranet totals $1,762,702 for the term of July 1, 2025, through June 30, 2026, and is funded with AFDC-FC and Wraparound Reinvestment revenue. Stanislaus County continues to claim foster care payments in accordance with the claiming instructions issued in County Fiscal Letter No. 21/22-36 dated November 24, 2021. The County is approved to claim funding for 34 eligible children at a time and can negotiate a higher count at any time the County determines the need. As of May 31, 2025, there are an average of 29 children per month eligible for wraparound services who are CWS clients, and an average of 5 children per month who are Probation clients, with an average of 26 also receiving mental health services. Compared to Fiscal Year 2024, there was an average of 30 children who were CWS clients, and an average of 2 per month who were Probation clients. As of June 30, 2025, the projected Wraparound funds reserve is $2,091,605 and is intended to be used to support this agreement.

Appropriations and estimated revenues to support the provision of wraparound services were included in the 2026 Proposed Budget. There is no impact on the County General Fund associated with the agreement.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Supporting a Healthy Community* and *Efficient Delivery of Public Services* by executing an agreement with Aspiranet to provide critical services to the community.

STAFFING IMPACT:

Existing Community Services Agency staff are available to support this agreement.

CONTACT PERSON:

Christine Huber, MSW 209-558-2500
Director, Community Services Agency

ATTACHMENT(S):

1. Agreement
2. Levine Act

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND COUNTY OF STANISLAUS PROBATION DEPARTMENT AND ASPIRANET FOR WRAPAROUND PROGRAM SERVICES JULY 1, 2025 THROUGH JUNE 30, 2026

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY ("CSA") and **COUNTY OF STANISLAUS PROBATION DEPARTMENT** ("Probation") jointly as "County" and **ASPIRANET** ("Contractor"), a non-profit corporation, as of July 1, 2025, or the execution of the Agreement by both parties (the "Effective Date").

INTRODUCTION

WHEREAS, County has the need for Wraparound Program Services; and

WHEREAS, Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Contractor or its subcontractors in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire, Contractor hereby assigns to County all copyrights to such works. With the County's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Contractor, then the County agrees to require the new contractor to assume any and all obligations for the reuse of the documents, and the County releases Contractor and its subcontractors from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, the hours and times for completion of said services and work are to be set by

Attachment: Agreement (Aspiranet Wraparound Program Services)

the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations and resolutions. Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 Upon the mutual agreement, the Contractor and other County departments or other local agencies may contract directly with Contractor for similar scope of work on the substantially the same terms and conditions set forth herein.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in EXHIBIT A.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to meals, lodging, transportation, drawings, renderings or mockups. Reimbursable travel expenses will be limited to meals, lodging, and transportation, and will be paid in accordance with the County's travel policy. Any such request for reimbursement by Contractor shall include all receipts. The County will not pay any markup by Contractor on such travel expenses. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Contractor shall provide the County with a monthly or quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded int eh same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State and Federal funds.

3. TERM

3.1 The Agreement shall commence on July 1, 2025, and shall terminate on June 30, 2026, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.

Attachment: Agreement (Aspiranet Wraparound Program Services)

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, or (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in section 2 herein, subject to any applicable setoffs.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS AND COMPLIANCE WITH LAWS

4.1 Any licenses, certificates or permits required by the Federal, State, County or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the County.

4.2 Contractor shall comply with all applicable local, State and Federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. Contractor, not the County, has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B, which is hereby incorporated by reference and made a part hereof.

7. DEFENSE AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the gross negligence or willful misconduct of the County

Attachment: Agreement (Aspiranet Wraparound Program Services)

or its agents, officers and employees. This obligation shall survive termination of this Agreement.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

7.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;

7.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under State or Federal law; and

7.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum-contaminated soils or other regulated substances pass to Contractor.

8. STATUS OF CONTRACTOR

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. Both Contractor and County understand that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the

Attachment: Agreement (Aspiranet Wraparound Program Services)

responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by Contractor.

8.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; and develop and implement budget procedures. In addition, the Contractors retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractor, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. RECORDS AND AUDITS

9.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 353.

Attachment: Agreement (Aspiranet Wraparound Program Services)

9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

9.4 County shall have the right to audit all invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.

9.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.

9.7 Contractor expending in excess of $1,000,000 in Federal funds annually must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of States, local governments, institutions of higher education and non-profit. Contractor shall notify the County at CSAReport@stancounty.com once their Single Audit is submitted to the Federal Audit Clearinghouse.

9.8 For Contractors who have biennial Financial and Compliance Audits completed, the reports must cover both years within the biennial period.

9.9 The Financial and Compliance Audit must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) and the statements must be prepared in conformity with Generally Accepted Accounting Principles (GAAP).

9.10 Contractor shall include in the Financial and Compliance Audit or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 75, and all applicable State and Federal guidelines, policies and procedures.

9.11 Expenses incurred by Contractor to provide for the performance of a Financial and Compliance Audit or Single Audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

9.12 Contractor is responsible for submitting to the County at CSAReport@stancounty.com a Financial and Compliance Audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. CONFIDENTIALITY

10.1 Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions Code (WIC); Division 19 of the

Attachment: Agreement (Aspiranet Wraparound Program Services)

California Department of Social Services Manual of Policies and Procedures, as well as any other applicable local, State, and Federal laws, rules and regulations to assure that:

10.1.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of public social services.

10.1.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

10.1.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

10.2 Medi-Cal Data Privacy and Security:

10.2.1 Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS), California Department of Social Services (CDSS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.

10.2.2 Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.

10.2.3 Contractor shall abide by the following Information Technology (IT) protocols and procedures:

10.2.3.1 Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.

10.2.3.2 Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:

- Changing the methodology of storing, processing or transmitting customer PII and reports.
- Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.

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10.2.3.3 Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration Technical Systems Security Requirements (TSSR) 7.0.

10.2.3.4 PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

11. NON-DISCRIMINATION

11.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

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14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be made within thirty (30) days in writing to the address or to the email listed below as follows to the respective parties:

To County:
County of Stanislaus
Community Services Agency
Attention: Contracts Manager
P.O. Box 42
Modesto, CA 95353

Or

Csa-contracts@stancounty.com

To Probation:
County of Stanislaus
Probation Department
Attention: Mark Ferriera, Chief Probation Officer
2215 Blue Gum Avenue
Modesto, CA 95358

Or

fermar@stanpro.org

To Contractor:
Aspiranet
Attention: Vernon Brown, Chief Executive Officer
400 Oyster Point Blvd, Suite 501
South San Francisco, CA 94080

Or

vbrown@aspiranet.org

15. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

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17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. AUTHORIZED SIGNATURE

22.1 The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. A signature delivered by electronic means shall be considered binding for all parties. Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile

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or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. GENERAL ACCOUNTABILITY

24.1 In the event of an audit exception or exceptions, the Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

24.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, Contractor shall make reimbursement to the damaged party.

24.3 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

25. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations, which set standards for their profession.
- Quality of Service: Employees of Contractor shall promote the goals of the program, which includes enhancement of participant self-esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

26. COPYRIGHT ACCESS

County, State, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, and to authorize others to do so, all material developed under this Agreement including those covered by copyright.

27. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

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28. CONVICTION OF CRIME

28.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.

28.2 Contractor agrees not to knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds or a misdemeanor or felony involving abuse, neglect, violence or sexual conduct involving or perpetrated upon a minor.

28.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166 and shall comply with the provisions of the code section.

29. MATCHING FUNDS

These funds are not available for matching with Federal, State or local funds for this or any other Agreement unless certified by County.

30. CERTIFICATION REGARDING ECONOMIC SANCTIONS CALIFORNIA EXECUTIVE ORDER N-6-22

30.1 Contractor shall review their investments and agreements to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

30.2 County shall terminate any agreement with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter into an agreement with any such individual or entity while the Order is in effect.

30.3 For agreements valued at five million dollars ($5,000,000) or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

31. DEBARMENT

Contractor represents and warrants that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving an agreement from any Federal, State or local government or agency, nor has it been declared ineligible for the award of agreements by any Federal, State, or local government or agency, nor does it appear on any

Attachment: Agreement (Aspiranet Wraparound Program Services)

federal, state or local government's excluded parties list system. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.

32. LEVINE ACT DISCLOSURE STATEMENT

Contractor shall execute the Levine Act Disclosure Statement attached hereto concurrently with the execution of this agreement.

33. COMPLIANCE WITH FALSE CLAIMS ACT

33.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

33.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

////////////

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By:_____
Andrew Johnson

Title: GSA Director/Purchasing Agent

Dated:_____

APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS PROBATION

By: Mark Ferriera (May 19, 2025 13:50 PDT)
Mark Ferriera

Title: Chief Probation Officer

Dated: 05/19/2025

APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

By: Christine Huber (May 20, 2025 12:12 PDT)
Christine Huber, MSW

Title: Director

Dated: 05/20/2025

APPROVED AS TO FORM:
COUNTY OF STANISLAUS PROBATION
COUNTY COUNSEL

By:_____

Title: Deputy County Counsel

Dated: 05/07/2025

APPROVED AS TO FORM:
COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY COUNTY COUNSEL

By: Mark Gabriel R. Doronio (May 2, 2025 10:42 PDT)

Title: Deputy County Counsel

Dated: 05/02/2025

ASPIRANET

By: Vernon Brown (May 12, 2025 09:23 PDT)
Vernon Brown

Title: Chief Executive Officer

Dated: 05/12/2025

COUNTY OF STANISLAUS

Approved BOS Resolution #:_____

Dated:_____

Attachment: Agreement (Aspiranet Wraparound Program Services)

EXHIBIT A

SCOPE OF WORK
FOR
ASPIRANET
WRAPAROUND PROGRAM SERVICES
JULY 1, 2025 THROUGH JUNE 30, 2026

1. SCOPE OF WORK:

1.1 Contractor shall provide strength-based, needs-driven, team approach to bring flexible services and supports to children, youth, and/or non-minor dependents (NMDs), experiencing significant behavioral health needs or families with significant parenting needs.

1.2 Services shall be provided to eligible children, youth, NMD and families who are currently or would be placed in out-of-home care, are stepping down from a higher level of care, or to maintain placement with the birth parent, relative, non-relative extended family, adoptive parent, licensed or certified foster parent or guardian as referred by Child Welfare Services (CWS) and/or Probation.

1.2.1 Contractor shall provide orientation to the children/youth, NMDs and families, who have been referred.

1.2.2 Contractor shall advise the Wraparound Reinvestment Committee (WRC) if there are any immediate openings and/or if the child, youth, and/or NMD will be placed on a waitlist.

1.3 Contractor shall provide family-based aftercare services post discharge from Qualified Residential Treatment Programs (QRTPs) as outlined in section 672(k)(4)(F) of Title 42 of the United States Code and California's Wraparound model and mandated All County Letters (ACLs) and shall support each child, youth and/or NMDs permanency plan.

1.3.1 Post discharge aftercare services shall be provided to children discharged from a placement in a Short-Term Residential Therapeutic Program (STRTP) to a family-based setting.

1.3.2 The child-specific transition/permanency plan must be an individualized, family-based aftercare support plan, which identifies necessary supports, services, and treatment to be provided to the child, the child's caregivers, and the Child and Family Team (CFT).

1.4 Contractor shall adhere to requirements under Assembly Bill 153 (AB 153), which focuses on the implementation of Family First Prevention Services Act (FFPSA) Part I and IV (Qualified Individual and Aftercare Wraparound), in consultation with County.

1.5 Contractor shall create an individualized plan that is comprehensive, and addresses needs in various life domains. The service plan shall reflect the family culture and preferences, including, but not limited to, the following:

1.5.1 Family;

Attachment: Agreement (Aspiranet Wraparound Program Services)

1.5.2 Living situation;

1.5.3 Social/friends;

1.5.4 Psychological/emotional;

1.5.5 Educational/vocational,

1.5.6 Legal;

1.5.7 Social/recreational;

1.5.8 Cultural/spiritual;

1.5.9 Medical/dental; and

1.5.10 Crisis and safety planning.

1.6 Contractor shall provide services that are child, youth, NMD and family driven, as the family works with a trained facilitator to engage a supportive team who will work with the family towards achieving their goals.

1.6.1 Services and supports shall be available twenty-four (24) hours a day.

1.7 The County Department Directors of Community Services Agency (CSA), Behavioral Health and Recovery Services (BHRS), and Probation have approved an average daily number of clients to receive Wraparound Program services of thirty-four (34) slots described as follows:

1.7.1 An average of twenty-four (24) Probation and Child Welfare Services (CWS) foster care eligible child, youth and/or NMD wraparound slots.

1.7.1.1 This includes services to reduce re-offending behavior for Probation Foster Care Youth who has completed probation. Slots shall be provided to:

1.7.1.1.1 Foster Care (FC) and NMDs, as referred and eligible by CSA;

1.7.1.1.2 Services for children, youth and/or NMDs that need Aftercare services under Family First Prevention Services Act (FFPSA) shall include the following:

1.7.1.1.2.1 Up to seven (7) months for children, youth and/or NMDs transitioning from a Short-Term Residential Therapeutic Program (STRTP) to a family-based setting;

1.7.1.1.2.1.1 One (1) month while the child, youth and/or NMD is still placed in a STRTP to engage the child, youth and/or NMD; and

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1.7.1.1.2.1.2 Six (6) months after the child, youth and/or NMD is placed in a family-based setting.

1.7.1.1.3 Aftercare service cases shall be identified at the time of referral.

1.7.2 An average of two (2) dual-insurance/private insurance Wraparound cases. Dual-insurance/private insurance cases are child/youth who are dual-insured and have private insurance that makes them ineligible to bill Medi-Cal for services;

1.7.3 An average of eight (8) Intensive Family Maintenance (FM) Wraparound cases at a time. Higher case count may be negotiated between Contractor and County departments at any time. Need is determined by CSA, BHRS, and Probation; and

1.7.4 Wraparound Reinvestment funds may only be utilized, as approved by the Wraparound Steering Committee (WSC), to provide expanded prevention services to eligible children, youth and/or NMDs within the same Wraparound Program plan goals.

1.8 Contractor shall participate in scheduled Child and Family Team (CFT) meetings as mandated within the Continuum of Care Reform (CCR) and Katie A. implementation standards.

1.8.1 Contractor shall meet with the family as part of the CFT to support families with engaging cross system partners to address needs identified by the child, youth, NMD and/or family or other team members.

1.8.2 Services shall be provided within Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) model.

1.9 Contractor shall provide Targeted Case Management and Intensive Care Coordination (ICC) Intervention as follows:

1.9.1 Targeted Case Management services are activities provided by Contractor's staff to assist the child, youth, NMD and/or the family in accessing needed community services to eligible wraparound clients that may include, but is not limited to, the following:

1.9.1.1 Medical, education, social, prevocational, vocational, rehabilitative, or other needed community services, such as: consultation, communication, coordination and referrals.

1.9.1.1.1 Contractor shall monitor service delivery to ensure an individual's access to services, progress and placement services.

1.9.2 ICC are key service components that must fully integrate a CFT into the process and typically requires more frequent and active participation by an ICC coordinator to ensure the needs of the child, youth and/or NMDs are appropriately and effectively met. One or more of the following must be described in the description of the intervention progress notes:

Attachment: Agreement (Aspiranet Wraparound Program Services)

1.9.2.1 Assessing: child, youth, NMDs and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and other sources; Evaluating effectiveness or previous interventions and activities;

1.9.2.2 Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of the individual involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the individuals and family's assessed needs;

1.9.2.3 Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the individual and family's assessed needs; and

1.9.2.4 Transition: Developing a transition plan for the individual and family to foster long term stability including the effective use of natural supports and community resources.

1.10 CSA and Probation shall be represented on the following committees:

1.10.1 Oversight Committee (OC) – The OC is composed of a Manager IV for CSA, the Division Director – Juvenile Field Services for Probation, and the Chief of the Children's System of Care for BHRS, or a designated alternative representative.

1.10.2 Wrap Reinvestment Committee (WRC) - The WRC provides overall oversight to carry out the vision, mission, and policies of the Wraparound Program. The WRC has the ability to move reinvestment funds from one assigned area to another with the unanimous agreement of all committee members.

1.10.2.1 Probation Officers shall refer and present the target population to the internal Probation Resource Review Board (PRRB). The PRRB will present the referrals to WRC for further review and approval

1.10.3 Wraparound Steering Committee (WSC) – the WSC is composed of representatives, both fiscal and program, from CSA, Probation and BHRS, and Wraparound Contractor. The WSC provides progress updates and implementation of improvements.

1.10.4 The BIG III Committee - is composed of two (2) supervisors from CSA's Child Welfare Services (CWS) and one (1) Coordinator and/or Manager from BHRS Children System of Care.

1.10.4.1 Shall submit referrals to Contractor for eligible Wraparound Program Services, as needed;

1.10.4.2 The County Wrap Liaison, as part of their Big III responsibilities, is responsible for maintaining a waiting list to immediately fill openings and present to the Contractor with the background of all the individuals being referred.

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1.10.4.2.1 Aftercare Service cases shall not be placed on a waiting list and shall start receiving services as soon as it is determined a child, youth and/or NMD will be transitioning from an STRTP to a family-based setting.

1.10.4.2.2 Aftercare Services are mandated services, though the child, youth and/or NMD may choose not to participate.

1.10.4.3 The child, youth, NMDs and family shall be informed if approved to participate once approved by the Big III committee.

1.10.4.3.1 If not approved, or if the child, youth, NMD and family choose not to participate, the participating Big III partners will recommend resources or alternative services available to the family.

1.11 CSA and Probation shall have the following responsibilities:

1.11.1 Shall attend required trainings;

1.11.2 Attend contract-monitoring meetings with Contractor;

1.11.3 Maintain all documentation to support the cost of the service delivery and track the child, youth, NMDs participating in Wraparound program services;

1.11.4 Adhere to the High-Fidelity Wraparound standards, in accordance with the guidelines set forth by the State of California;

1.11.5 CSA Social Workers shall utilize the CFT recommendation of services needed for the individuals being referred for Wraparound services;

1.11.6 CSA Social Workers shall refer and present the target population to CSA's internal BIG III Committee.

1.11.7 Probation Officers shall refer and present the target population to the internal Probation Resource Review Board (PRRB). The PRRB will present the referrals to WRC for further review and approval.

2. SUBCONTRACT AGREEMENTS:

2.1 Subcontracting this Agreement shall only be authorized with express written consent of County pursuant to Section 12 of this Agreement.

2.2 Contractor shall provide a copy of the separate subcontracted service agreement for review and approval to csa-contracts@stancounty.com and to County Program Manager thirty (30) days prior to the execution of the agreement. All subcontracted activities shall be pre-approved and agreed upon by County and Contractor prior to any services being subcontracted.

2.2.1 The separate subcontracted service agreement shall include the Terms and Conditions as set forth by the County in this Agreement.

Attachment: Agreement (Aspiranet Wraparound Program Services)

3. REPORTS:

3.1 Monthly report:

3.1.1 Contractor shall provide the following information to CSA Program Manager and CSA liaison via e-mail no later than thirty (30) days after the end of each service month using the County approved format as follows:

3.1.2 Contractor shall submit a monthly list of all participants in the contracted activities and include the following:

3.1.2.1 Full name;

3.1.2.2 Case number;

3.1.2.3 Start date;

3.1.2.4 Projected graduation date; and

3.1.2.5 Graduation date.

4. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

4.1 Costs:

4.1.1 The maximum amount of this Agreement for the period July 1, 2025, through June 30, 2026, shall not exceed $1,762,702.

4.1.2 This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C, which is hereby incorporated by reference and made a part hereof.

4.1.3 Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.

4.2 Contractor shall make no charge to the recipient and shall collect no share of cost.

4.3 Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement only include allowable costs, both indirect and direct, relative to the services in this Agreement.

4.4 Contractor shall execute the Assurance of Compliance Form, attached hereto concurrently with the execution of this agreement.

4.5 County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds.

4.6 Invoices:

Attachment: Agreement (Aspiranet Wraparound Program Services)

4.6.1 Contractor shall submit an itemized program line item budget to County at the start of the Agreement and/or anytime a change per detailed line item occurs.

4.6.2 Cost reimbursement invoices shall include the following information and supporting documentation:

4.6.2.1 Name of Contractor: Aspiranet

4.6.2.2 Services Provided: Wraparound Program Services;

4.6.2.3 Copies of signed or electronically approved time studies for any employee splitting their time between multiple funding sources/programs shall include the actual hours worked, specifying the time dedicated to the services outlined in this Agreement only;

4.6.2.4 Supporting payroll and fringe benefit journals;

4.6.2.5 Overtime requires written County Program Manager pre-approval. Email of approval shall be attached to the monthly invoice;

4.6.2.6 Contractor shall submit invoice(s) for accrued vacation and/or sick time cash-outs for a staff member who has separated from service as follows:

4.6.2.6.1 Vacation and/or sick time accrued/earned during the current Agreement period shall be reimbursed according to the allocation based on the employee's time (Full Time Equivalent %).

4.6.2.6.2 Vacation and/or sick time accruals earned during the Agreement period, up to the employee's date of separation from service shall be reimbursed.

4.6.2.6.3 Reimbursement of vacation and/or sick time shall be at the separated employee's current hourly rate of pay.

4.6.2.6.4 Vacation and/or sick time accrued in any prior fiscal year outside of the current Agreement, will not be reimbursed.

4.6.2.7 Supportive Services shall include the following supporting documentation:

4.6.2.7.1 Participant's full name and case number (if available).

4.6.2.7.2 Service being supported include clothing, food, supervised activities, program supplies, housing support, supplies, utilities etc.

4.6.2.8 Copies of invoices and proof of payment of all Contractor operational costs billed to this Agreement.

4.6.3 For services provided in the months of July 2025 through April 2026, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2026 are as follows:**

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Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April 2026.
Invoice requirements are subject to change and the Contractor shall be notified in writing.

4.6.4 Invoices shall be submitted to:

County of Stanislaus
Community Services Agency
Attention: Accounts Payable Supervisor, E2A
P.O. Box 42
Modesto, CA 95353-0042

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

4.6.5 To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

- County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
- Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

4.7 Payments:

4.7.1 If the conditions set forth in this Agreement are met, County shall pay, on or before the thirtieth (30th) day after receipt of the invoices, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices).

4.7.2 In the event invoices are not received in the timeframes set forth in this Agreement, at the discretion of County's Community Services Agency Director or her/his designee, the Community Services Agency shall have the right to deny payment of any invoices received.

4.7.3 Contractor shall be reimbursed for travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy. The County established mileage rate, maintained by the Stanislaus

Attachment: Agreement (Aspiranet Wraparound Program Services)

County Auditor-Controller's Office, may be adjusted annually based on the Internal Revenue Service (IRS) stated rate for that year. Incremental IRS rate increases are not automatic.

NOTE: Contractor must have out of county travel approved by County thirty (30) days prior to the event. The request shall be submitted to CSA Program Manager via email. The approval must be submitted with any applicable invoice.

4.7.4 County retains the right to withhold payment on disputed claims.

4.7.5 Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative.

Attachment: Agreement (Aspiranet Wraparound Program Services)

Exhibit B

Insurance Required for Most Contracts

(Not for Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars ($1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Attachment: Agreement (Aspiranet Wraparound Program Services)

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the County.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.

Attachment: Agreement (Aspiranet Wraparound Program Services)

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or Subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Agreement (Aspiranet Wraparound Program Services)

NA Exempt from Auto – By initialing, I certify Contractor's officers, employees, agents, representatives, or subcontractors will not utilize a vehicle in the performance of my work with the County.

NA Exempt from WC – By initialing, I certify Contractor is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Vernon Brown Date: 05/12/2025

Signature: Vernon Brown Vernon Brown (May 12, 2025 09:23 PDT) Date: 05/12/2025

Vendor Name: Aspiranet

Attachment: Agreement (Aspiranet Wraparound Program Services)

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: Derick Holt Derick Holt (May 16, 2025 16:34 PDT) Date: 05/16/2025

EXHIBIT C

AGREEMENT BUDGET
FOR
ASPIRANET
WRAPAROUND PROGRAM SERVICES
JULY 1, 2025 THROUGH JUNE 30, 2026

BUDGET CATEGORY	TOTAL
Personnel Services	
Salaries	$1,001,040
Fringe Benefits (25% Invoice actual employer paid only)	$ 250,260
Total Personnel	$1,251,300
Operating Expenses	$ 270,115.04
Supportive Services	$ 89,145.45
Indirect (10% of Personnel and Operating)	$ 152,141.51
TOTAL COSTS	**$1,762,702**

Attachment: Agreement (Aspiranet Wraparound Program Services)

ASSURANCE OF COMPLIANCE
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

ASPIRANET

HEREBY AGREES that it will comply with Title VII of the Civil Right Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008, the Pregnancy Discrimination Act, the Equal Pay Act, the Age Discrimination in Employment Act of 1967 (ADEA), and Title II of the Genetic Information Nondiscrimination Act of 200 (GINA); the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; and other applicable federal and state laws, as well as their implementing regulations, by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall be excluded from participation in or be denied the benefits because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex , sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, military and veteran status, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

Vendor Name: Aspiranet

Signature: Vernon Brown
Vernon Brown (May 12, 2025 09:23 PDT)

Name and Title: Vernon Brown CEO

Date: 05/12/2025

Attachment: Agreement (Aspiranet Wraparound Program Services)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act (Aspiranet Wraparound Program Services)

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Vernon Brown Vernon Brown (May 12, 2025 09:23 PDT)	Date 05/12/2025
Print Name: Vernon Brown	
Title: CEO	
Company: Aspiranet	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act (Aspiranet Wraparound Program Services)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Sheriff

BOARD AGENDA:5.B.8
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of an Agreement with Allways Towing to Provide Large Junk Towing Services in the Amount of $400,000 for the Term of July 1, 2025, Through June 30, 2027; and Related Actions

STAFF RECOMMENDATION:

1. Approve the agreement with Allways Towing to provide large junk towing services for $400,000 and a term of July 1, 2025, through June 30, 2027.
2. Authorize the General Services Agency/Purchasing Agent to execute the agreement with Allways Towing to provide large junk towing services for $400,000 and a term of July 1, 2025, through June 30, 2027.

DISCUSSION:

The Sheriff's Office, through the Community Resources Unit (CRU), is responsible for removing abandoned vehicles and recreational vehicles (RVs) as a public nuisance. It has been a priority of the Board of Supervisors to remove these abandoned vehicles and vessels to focus on the safety of the community.

When a vehicle or vessel is classified as junk, the deputy who requested the tow fills out a junk slip and provides it to the tow company, and the item is dismantled almost immediately. The junk slip is a Department of Motor Vehicles (DMV) form designed for use by law enforcement. Before the vehicle or vessel can be dismantled and crushed, the tow company must remove any household garbage and any vehicle parts. If the vehicle or vessel does not have a junk slip, the towing company must store it for up to 30 days before the item can be dismantled. Tow companies often find that removing junk vehicles is more trouble than it's worth, as these bulky cars and vessels take up valuable storage space and generate insufficient revenue.

The previous vendor, who had provided large junk tow services to the County for several years, decided to discontinue providing tow services for large junk tows due to the RVs occupying too much space in their yard, and they were no longer profiting from these services to the County. Since the vendor stopped towing for the County, it was discovered that tow companies would receive a call requesting services from Stanislaus Regional 911 (SR911). Before the tow companies committed to providing services, they would send a scouting vehicle to the location to determine if they wanted to provide tow services. If the vehicle or vessel was not in good condition and not likely to be profitable for them, they would return SR911's call and refuse to provide service. In every case, all local tow companies with the capability to tow such vehicles refused service.

This resulted in the Sheriff's Office reaching out to the Merced County Sheriff's Office, who recommended Allways Towing LLC, which also has a tow yard in Stanislaus County. Allways Towing LLC has been the only towing company willing to tow and dispose of these vehicles and vessels. They have agreed to charge Stanislaus County the same towing rates as those charged to Merced County. Allways Towing qualifies under a non-competitive exemption under the County's Purchasing and Salvage Policy, as there would be no competitive advantage for the Department to seek competitive bids.

POLICY ISSUE:

Contracts above $200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained through a department agenda item or the quarterly Contract Summary Sheet process managed by the General Services Agency. (Board Resolution 2024-0347; California Government Code §25502.5).

FISCAL IMPACT:

The agreement term is from July 1, 2025, to June 30, 2027, and has a contract maximum of $400,000. Appropriations for Fiscal Year 2026 have been included in the 2026 Proposed Budget; therefore, no increase in appropriations is being requested. Funding for subsequent fiscal year funds will be made through future budget cycles.

BOARD OF SUPERVISORS' PRIORITY:

Approval of this agreement supports the Board of Supervisors' priority of *Supporting a Strong and Safe Community* by continuing the removal of abandoned vehicles and RVs in the unincorporated areas of the County.

STAFFING IMPACT:

Existing Sheriff and General Services Agency staff will execute and monitor this agreement.

CONTACT PERSON:

Jeff Dirkse, Sheriff-Coroner (209) 525-7216

ATTACHMENT(S):

1. Agreement
2. Levine Act Disclosure Statement Form

AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Allways Towing, ("Contractor") on _____ 2025 (the "Agreement").

Recitals

WHEREAS, the County has a need for services involving towing of large junk tows;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Contractor or its subcontractors in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire, Contractor hereby assigns to County all copyrights to such works. With the County's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Contractor, then the County agrees to require the new contractor to assume any and all obligations for the reuse of the documents, and the County releases Contractor and its subcontractors from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit A**. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 Upon the mutual agreement, the Contractor and other County departments or other local agencies may contract directly with Contractor for similar scope of work on substantially the same terms and conditions set forth herein.

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

2. Consideration

2.1 The Contractor shall be compensated on either a time and materials basis or a lump sum basis, as provided in **Exhibit A** attached hereto.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Reimbursable travel expenses will be limited to meals, lodging, and transportation, and will be paid in accordance with the County's travel policy. Any such request for reimbursement by Contractor shall include all receipts. The County will not pay any markup by Contractor on such travel expenses. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

3. Term

3.1 This Agreement shall commence on July 1, 2025 and shall terminate on June 30, 2027.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days' prior written notice without cause. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 Upon written notice to Contractor, the County may terminate this Agreement upon the occurrence of Contractor's bankruptcy or the sale of Contractor's business.

4. Required Licenses, Certificates, and Permits and Compliance with Laws

Any licenses, certificates, or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in **Exhibit A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to the County.

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services under this Agreement. Contractor - not the County - has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached **Exhibit B**.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend the County and its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors. This obligation shall survive termination of this Agreement.

7.2 Contractor's obligation to defend, indemnify, and hold the County and its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend, and hold harmless and shall be responsible for any and all federal, state, and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security, and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in **Exhibit A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct, control, and supervise the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; and develop and implement budget procedures. In addition, the Contractors retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractor, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable federal, state and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County:
Stanislaus County
Sheriff's Office
250 E Hackett Rd
Modesto, CA 95358

To Contractor:
Allways Towing
6201 N Winton Way Suite A
Winton, CA 95388

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents, and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed to

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for all parties. Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. Certification Regarding Economic Sanctions -- California Executive Order N-6-22

24.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 County shall terminate any agreement with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein and shall not enter into an agreement with any such individual or entity while the Order is in effect.

24.3 For agreements valued at five million ($5,000,000) or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

25. Debarment

Contractor represents and warrants that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving an agreement from any federal, state or local government or agency, nor has it been declared ineligible for the award of agreements by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.

26. Levine Act Disclosure Statement

Contractor shall execute the Levine Act Disclosure Statement attached hereto concurrently with the execution of this Agreement

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: _____
Andrew Johnson
GSA Director / Purchasing Agent

"County"

ALLWAYS TOWING LLC

By: Brandon Espinoza (May 27, 2025 16:08 PDT)
Brandon Espinoza
Owner

"Contractor"

APPROVED: BOS Resolution #_____

APPROVED AS TO CONTENT
Department of Sheriff

By: Sheriff Jeff Dirkse (May 27, 2025 17:36 PDT)
Jeff Dirkse
Sheriff Coroner

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

By: _____
Jesus Mendoza
Deputy County Counsel

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

EXHIBIT A

1. Scope of Work

The Contactor shall be compensated for the services provided under this Agreement as follows:

- If junk slip is issued, abandoned junk vehicles are picked up, towed to facility and immediately disposed of.
- If no junk slip is issued, abandoned junk vehicles are picked up, towed to facility and lien sale is conducted on the vehicle through the DMV. Once the date of sale has been reached, the vehicle is disposed of.

2. Compensation

Contractor shall be compensated for the services provided under this Agreement as follows:

A. Contractor will be compensated on a time and materials basis, not to exceed the limit of in Paragraph 2.C. below, based on the hours worked by the Contractor's employees or subcontractors at the hourly rates specified below or attached hereto. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. Contractor will not be reimbursed for any expenses without the prior written approval of the County. If expenses are approved in writing, no markup shall be paid on reimbursed items.

B. Contractor's rates are as follows:

- $750.00 (seven hundred and fifty) per motorhome/travel trailer.
- $60.00 (sixty) per foot per disposal for large junk tows.
- $50.00 (fifty) per hour for labor.

C. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed $400,000.00 (four-hundred thousand) including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

3. Invoice To

Invoices shall be submitted to:

Stanislaus County Sheriff's Office
250 E Hackett Rd
Modesto, Ca 95358

OR

finance@stansheriff.com

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

Exhibit B

Insurance Required for Most Contracts

(Not for Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars ($1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the County.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or Subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

_____ Exempt from Auto – By initialing, I certify Contractor's officers, employees, agents, representatives, or subcontractors will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – By initialing, I certify Contractor is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Brandon Espinoza Date: 05/27/2025

Signature: Brandon Espinoza (May 27, 2025 16:08 PDT) Date: 05/27/2025

Vendor Name: Allways Towing

Attachment: Agreement (Allways Towing Agreement July 2025 - June 2027)

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: Derick Holt Derick Holt (May 29, 2025 11:25 PDT) Date: 05/29/2025

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS FORM****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials-list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ***YES*** ☐ ***NO*** ☑

If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Statement Form (Allways Towing Agreement July 2025 - June 2027)

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ***YES*** ☐ ***NO*** ☑

If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

_____

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Brandon Espinoza (May 27, 2025 16:08 PDT)	Date 05/27/2025
Print Name: Brandon Espinoza	
Title: Owner	
Company: Allways Towing	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Statement Form (Allways Towing Agreement July 2025 - June 2027)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Information Technology Central

BOARD AGENDA:5.B.9
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Participate in a Cooperative Agreement with CDW-G for CrowdStrike Cyber Security Software in the Amount of $464,908

STAFF RECOMMENDATION:

1. Approve participation in a CDW-G cooperative agreement for CrowdStrike software in the amount of $464,908.
2. Authorize the General Services Agency Director, in consultation with County Counsel and staff from Informational Technology Central, to execute the required License Agreement for use of the software.
3. Authorize the General Services Agency Director, in collaboration with Information Technology Central staff, to increase the associated purchase order by up to 20% for additional software or services deemed necessary to implement and install the cyber security software.

DISCUSSION:

CrowdStrike has played a vital role in Stanislaus County's cybersecurity posture, with most County departments independently adopting its services over the years. While this decentralized procurement model allowed departments to meet their immediate needs, it resulted in inconsistent coverage, variable pricing, and fragmented visibility across the organization.

To improve efficiency, consistency, and compliance, the County has made a strategic effort to standardize CrowdStrike's Government Cloud platform. This move strengthens the County's ability to meet federal and state security standards, particularly for departments handling sensitive or protected information, and better align with compliance and other regulatory requirements.

A key enabler of this effort has been CrowdStrike Flight Control, which provides centralized visibility and aggregated reporting across the County's decentralized information technology (IT) structure. Flight Control has significantly improved visibility into threat activity and enabled better coordination of incident response efforts across all participating County departments.

Information Technology Central (ITC) is requesting approval to enter into a single consolidated CrowdStrike licensing agreement. This consolidation will allow the County to leverage its collective purchasing power, realize improved pricing and terms, and establish standardized services and renewal cycles. As a result, the County will achieve

more consistent cybersecurity coverage, eliminate redundant or underused licenses, and realize measurable cost savings.

These actions will further strengthen Stanislaus County's cybersecurity defenses, improve operational efficiency, and ensure uniform protection across participating departments, while providing the capability for departments with unique IT needs and responsibilities to continue to manage their environment.

The 2025 Annual Cost table below summarizes the attached quote, consolidating the existing CrowdStrike services across the County. County departments participating in CrowdStrike Falcon Complete services with Flight Control benefit from enhanced security through CrowdStrike's 24/7 monitoring and Security Operations Center (SOC) services, while also strengthening the County's overall security posture through centralized visibility and aggregated reporting. This includes 6,125 County endpoints and 4,400 County users, managed through eight customer identification (CID) accounts, allowing IT departments to continue managing their environments. The table also includes 875 endpoint licenses to renew the Sheriff Department's existing CrowdStrike licensing for their self-managed Falcon Endpoint Protection, which is not integrated into the overall County's Falcon Complete and Flight Control model.

2025 Annual Cost				
ITEM	DEPT	QTY	UNIT	TOTAL
PARTICIPATING DEPARTMENTS - CrowdStrike Falcon Complete / Flight Control				
CrowdStrike 12-Month Falcon Complete with Threat Graph on GovCloud	ALL	6125	$58.75	$359,843.75
CrowdStrike 12-Month Essential Support	ALL	1	$42,000.00	$42,000.00
Falcon Identity Threat Detection	ALL	4400	$6.04	$26,576.00
CrowdStrike 12-Month Falcon Spotlight Application	ALL	6125	$2.56	$15,680.00
CrowdStrike 12-Month Falcon Device Control (5,000-9,999 Licenses)	ALL	6125	$0.28	$1,715.00
CrowdStrike 12-Month Discover - Bundled Software Subscription	ALL	6125	$0.01	$61.25
Falcon Complete - Subscription license (1 year) - 1 license	ALL	6125	$0.01	$61.25
CrowdStrike 12-Month Insight - Bundled Software Subscription	ALL	6125	$0.01	$61.25
CrowdStrike 12-Month Overwatch - Bundled	ALL	6125	$0.01	$61.25
CrowdStrike 12-Month Prevent - Bundled Software Subscription	ALL	6125	$0.01	$61.25
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software	ALL	6125	$0.01	$61.25
CrowdStrike 12-Month Falcon Complete Additional Customer ID (CID)	ALL	8	$0.01	$0.08
SHERIFF DEPARTMENT - CrowdStrike Falcon Endpoint / Non-Flight Control				
CrowdStrike 12-Month Falcon Endpoint Protection Premium Flexible Bundle	SHERIFF	875	$10.16	$8,890.00
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software	SHERIFF	875	$7.13	$6,238.75
CrowdStrike 12-Month Falcon Overwatch Service (5,000-9,999 Licenses)	SHERIFF	875	$4.08	$3,570.00
CrowdStrike 12-Month Falcon Discover - (Discovery Solution)	SHERIFF	875	$0.01	$8.75
CrowdStrike 12-Month Falcon Insight Endpoint Detection and Response (EDR)	SHERIFF	875	$0.01	$8.75
CrowdStrike 12-Month Falcon Prevent Next-Generation Antivirus (NGAV)	SHERIFF	875	$0.01	$8.75
TOTAL				**$464,907.33**

To ensure the continued success of the County's CrowdStrike consolidation and standardization efforts, and to accommodate future growth and unforeseen service needs, it is recommended to authorize staff to increase the associated purchase order by up to 20%, as needed, for additional software or services deemed necessary to fully implement and install the cybersecurity software, not to exceed $557,890. This will

provide the necessary flexibility to address any unexpected challenges and support the ongoing enhancement efforts of Countywide cybersecurity initiatives.

The ITC Department intends to complete this purchase through CDW-G by leveraging the terms and conditions of the City of Mesa, Arizona Master Agreement established under the National Cooperative Purchasing Alliance (NCPA) Technology Solutions Contract No. 2018011. This Master Agreement enables Stanislaus County to access competitively bid pricing and contract terms that streamline the procurement process. Cooperative purchasing is a procurement action conducted by, or on behalf of, one or more public agencies. By leveraging the combined needs of multiple public agencies into a single competitive solicitation, better contracting offers and cost savings are generally received. The resultant cooperative agreements are commonly referred to as "piggyback" agreements and are permissible under California Government Code §6502. Without utilizing this cooperative purchasing agreement, the County would be unable to proceed with the consolidated procurement of cybersecurity services and technical support for CrowdStrike's endpoint protection and cybersecurity monitoring tools.

It is recommended that the agreement be fully executed according to the individual term dates as indicated in the attached quote, to avoid any interruption in services or risk of being out of compliance with the licensing use of CrowdStrike Services.

POLICY ISSUE:

The County's purchasing policy requires Board of Supervisors' approval for contracts exceeding $200,000. This requirement is based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

The cost for CrowdStrike Cybersecurity Software Products and Services is $464,908 for the period from August 15, 2025, through August 14, 2026. This represents a savings of approximately $30,000 from prior year costs due to consolidating and standardizing services across County departments. Funding for this software has been included in the 2026 Proposed Budget for ITC. Costs to ITC will be recouped through charges back to departments through the Cost Allocation Plan (CAP).

BOARD OF SUPERVISORS' PRIORITY:

Approval of this agreement supports the Board of Supervisors' priority of *Delivering Efficient Public Services* by seeking to improve Stanislaus County's overall information technology operations and security posture.

STAFFING IMPACT:

Existing Information Technology Central, Chief Executive Office, and General Services Agency staff will execute and monitor this agreement.

CONTACT PERSON:

Eric McLoughlin Telephone: (209) 525-4357
CIO / Director, Information Technology Central

ATTACHMENT(S):

1. Crowdstrike Agreement
2. Levine Act Disclosure Statement

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

RONNIE MERRITT,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PLCR208	5/14/2025	PLCR208	7278034	$464,907.33

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CrowdStrike 12-Month Falcon Device Control Software (5,000-9,999 Licenses) Mfg. Part#: CS.DEVICE.SOLN.T10.12M UNSPSC: 43233203 Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $4.76 LIBRARY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	290	5296391	$0.28	$81.20
CrowdStrike 12-Month Falcon Complete with Threat Graph Standard on GovCloud Mfg. Part#: CS.FCSD.GOV.SOLN.T8.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $147.60 LIBRARY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	290	7044717	$58.75	$17,037.50
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 LIBRARY Electronic distribution - NO MEDIA Contract: MARKET	290	5429993	$0.01	$2.90
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 LIBRARY Electronic distribution - NO MEDIA Contract: MARKET	290	5429994	$0.01	$2.90
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T10.12M	290	5429995	$0.01	$2.90

Attachment: Crowdstrike Agreement (CrowdStrike Cybersecurity Software Products and Services)

QUOTE DETAILS (CONT.)

Start Date: 08/15/2025 End Date: 08/14/2026 LIBRARY Electronic distribution - NO MEDIA Contract: MARKET				
Falcon Complete - subscription license (1 year) - 1 license Mfg. Part#: CS.FALCOMPSGOV.SVC.12M Start Date: 08/15/2025 End Date: 08/14/2026 LIBRARY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	290	6663518	$0.01	$2.90
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 LIBRARY Electronic distribution - NO MEDIA Contract: MARKET	290	5430000	$0.01	$2.90
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software Mfg. Part#: CS.TG.STD.GOV.12M Start Date: 08/15/2025 End Date: 08/14/2026 LIBRARY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	290	5486316	$0.01	$2.90
CrowdStrike 12-Month Falcon Complete Additional CID Software Subscription Mfg. Part#: CS.FALCOMPONBM.SOLN.12M Start Date: 08/15/2025 End Date: 08/14/2026 LIBRARY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	6366135	$0.01	$0.01
CrowdStrike 12-Month Falcon Spotlight Application Mfg. Part#: CS.SPOTLT.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP$$13.73 LIBRARY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	290	6164389	$2.56	$742.40
CrowdStrike 12-Month Falcon Device Control Software (5,000-9,999 Licenses) Mfg. Part#: CS.DEVICE.SOLN.T10.12M UNSPSC: 43233203 Start Date: 08/15/2025 End Date: 08/14/2026 MSRP$4.76 ITC Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	2500	5296391	$0.28	$700.00
CrowdStrike 12-Month Falcon Complete with Threat Graph Standard on GovCloud Mfg. Part#: CS.FCSD.GOV.SOLN.T8.12M Start Date: 08/15/2025 End Date: 08/14/2026 $147.60 ITC Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	2500	7044717	$58.75	$146,875.00

Attachment: Crowdstrike Agreement (CrowdStrike Cybersecurity Software Products and Services)

QUOTE DETAILS (CONT.)

CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 ITC Electronic distribution - NO MEDIA Contract: MARKET	2500	5429993	$0.01	$25.00
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 ITC Electronic distribution - NO MEDIA Contract: MARKET	2500	5429994	$0.01	$25.00
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 ITC Electronic distribution - NO MEDIA Contract: MARKET	2500	5429995	$0.01	$25.00
Falcon Complete - subscription license (1 year) - 1 license Mfg. Part#: CS.FALCOMPSGOV.SVC.12M Start Date: 08/15/2025 End Date: 08/14/2026 ITC Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	2500	6663518	$0.01	$25.00
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 ITC Electronic distribution - NO MEDIA Contract: MARKET	2500	5430000	$0.01	$25.00
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software Mfg. Part#: CS.TG.STD.GOV.12M Start Date: 08/15/2025 End Date: 08/14/2026 ITC Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	2500	5486316	$0.01	$25.00
CrowdStrike 12-Month Essential Support Mfg. Part#: RR.HOS.ENT.ESTL.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $43,038.87 ITC Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	5145023	$42,000.00	$42,000.00
CrowdStrike 12-Month Falcon Complete_Additional CID Software Subscription Mfg. Part#: CS.FALCOMPONBM.SOLN.12M Start Date: 08/15/2025 End Date: 08/14/2026 ITC Electronic distribution - NO MEDIA	1	6366135	$0.01	$0.01

QUOTE DETAILS (CONT.)

Contract: National IPA Technology Solutions (2018011)

CrowdStrike 12-Month Falcon Spotlight Application Mfg. Part#: CS.SPOTLT.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP$$13.73 ITC Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	2500	6164389	$2.56	$6,400.00
CrowdStrike 12-Month Falcon Complete with Threat Graph Standard on GovCloud Mfg. Part#: CS.FCSD.GOV.SOLN.T8.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $147.60 HSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	820	7044717	$58.75	$48,175.00
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 HSA Electronic distribution - NO MEDIA Contract: MARKET	820	5429993	$0.01	$8.20
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 HSA Electronic distribution - NO MEDIA Contract: MARKET	820	5429994	$0.01	$8.20
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 HSA Electronic distribution - NO MEDIA Contract: MARKET	820	5429995	$0.01	$8.20
Falcon Complete - subscription license (1 year) - 1 license Mfg. Part#: CS.FALCOMPSGOV.SVC.12M Start Date: 08/15/2025 End Date: 08/14/2026 HSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	820	6663518	$0.01	$8.20
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 HSA Electronic distribution - NO MEDIA Contract: MARKET	820	5430000	$0.01	$8.20
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software Mfg. Part#: CS.TG.STD.GOV.12M	820	5486316	$0.01	$8.20

Attachment: Crowdstrike Agreement (CrowdStrike Cybersecurity Software Products and Services)

QUOTE DETAILS (CONT.)

Start Date: 08/15/2025 End Date: 08/14/2026 HSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)				
CrowdStrike 12-Month Falcon Device Control Software (5,000-9,999 Licenses) Mfg. Part#: CS.DEVICE.SOLN.T10.12M UNSPSC: 43233203 Start Date: 08/15/2025 End Date: 08/14/2026 MSRP$4.76 HSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	820	5296391	$0.28	$229.60
CrowdStrike 12-Month Falcon Complete Additional CID Software Subscription Mfg. Part#: CS.FALCOMPONBM.SOLN.12M Start Date: 08/15/2025 End Date: 08/14/2026 HSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	6366135	$0.01	$0.01
CrowdStrike 12-Month Falcon Spotlight Application Mfg. Part#: CS.SPOTLT.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP$13.73 HSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	820	6164389	$2.56	$2,099.20
Falcon Complete with HPS Threat Graph Standard on GovCloud - subscription I Mfg. Part#: CS.FCSD.HPS.GOV.SOLN.T8.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $170.25 CSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1535	8368264	$58.75	$90,181.25
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 CSA Electronic distribution - NO MEDIA Contract: MARKET	1535	5429993	$0.01	$15.35
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 CSA Electronic distribution - NO MEDIA Contract: MARKET	1535	5429994	$0.01	$15.35
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026	1535	5429995	$0.01	$15.35

QUOTE DETAILS (CONT.)

CSA
Electronic distribution - NO MEDIA
Contract: MARKET

Falcon Complete - subscription license (1 year) - 1 license Mfg. Part#: CS.FALCOMPSGOV.SVC.12M Start Date: 08/15/2025 End Date: 08/14/2026 CSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1535	6663518	$0.01	$15.35
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 CSA Electronic distribution - NO MEDIA Contract: MARKET	1535	5430000	$0.01	$15.35
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software Mfg. Part#: CS.TG.STD.GOV.12M Start Date: 08/15/2025 End Date: 08/14/2026 CSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1535	5486316	$0.01	$15.35
CrowdStrike 12-Month Falcon Complete_Additional CID Software Subscription Mfg. Part#: CS.FALCOMPONBM.SOLN.12M Start Date: 08/15/2025 End Date: 08/14/2026 CSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	6366135	$0.01	$0.01
CrowdStrike 12-Month Falcon Spotlight Application Mfg. Part#: CS.SPOTLT.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $13.73 CSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1535	6164389	$2.56	$3,929.60
CrowdStrike 12-Month Falcon Device Control Software (5,000-9,999 Licenses) Mfg. Part#: CS.DEVICE.SOLN.T10.12M UNSPSC: 43233203 Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $4.76 CSA Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1535	5296391	$0.28	$429.80
CrowdStrike 12-Month Falcon Device Control Software (5,000-9,999 Licenses) Mfg. Part#: CS.DEVICE.SOLN.T10.12M UNSPSC: 43233203 Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $4.76 PROBATION Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	360	5296391	$0.28	$100.80

QUOTE DETAILS (CONT.)

CrowdStrike 12-Month Falcon Spotlight Application Mfg. Part#: CS.SPOTLT.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $13.73 PROBATION Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	360	6164389	$2.56	$921.60
CrowdStrike 12-Month Falcon Complete with Threat Graph Standard on GovCloud Mfg. Part#: CS.FCSD.GOV.SOLN.T8.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $147.60 PROBATION Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	360	7044717	$58.75	$21,150.00
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 PROBATION Electronic distribution - NO MEDIA Contract: MARKET	360	5429993	$0.01	$3.60
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 PROBATION Electronic distribution - NO MEDIA Contract: MARKET	360	5429994	$0.01	$3.60
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 PROBATION Electronic distribution - NO MEDIA Contract: MARKET	360	5429995	$0.01	$3.60
Falcon Complete - subscription license (1 year) - 1 license Mfg. Part#: CS.FALCOMPSGOV.SVC.12M Start Date: 08/15/2025 End Date: 08/14/2026 PROBATION Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	360	6663518	$0.01	$3.60
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 PROBATION Electronic distribution - NO MEDIA Contract: MARKET	360	5430000	$0.01	$3.60
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software Mfg. Part#: CS.TG.STD.GOV.12M Start Date: 08/15/2025 End Date: 08/14/2026	360	5486316	$0.01	$3.60

Attachment: Crowdstrike Agreement (CrowdStrike Cybersecurity Software Products and Services)

QUOTE DETAILS (CONT.)

PROBATION
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011)

CrowdStrike 12-Month Falcon Complete Additional CID Software Subscription Mfg. Part#: CS.FALCOMPONBM.SOLN.12M Start Date: 08/15/2025 End Date: 08/14/2026 PROBATION Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	6366135	$0.01	$0.01
CrowdStrike 12-Month Falcon Device Control Software (5,000-9,999 Licenses) Mfg. Part#: CS.DEVICE.SOLN.T10.12M UNSPSC: 43233203 Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $4.76 WORKFORCE DEVELOPMENT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	250	5296391	$0.28	$70.00
CrowdStrike 12-Month Falcon Spotlight Application Mfg. Part#: CS.SPOTLT.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $13.73 WORKFORCE DEVELOPMENT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	250	6164389	$2.56	$640.00
CrowdStrike 12-Month Falcon Complete with Threat Graph Standard on GovCloud Mfg. Part#: CS.FCSD.GOV.SOLN.T8.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $147.60 WORKFORCE DEVELOPMENT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	250	7044717	$58.75	$14,687.50
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 WORKFORCE DEVELOPMENT Electronic distribution - NO MEDIA Contract: MARKET	250	5429993	$0.01	$2.50
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 WORKFORCE DEVELOPMENT Electronic distribution - NO MEDIA Contract: MARKET	250	5429994	$0.01	$2.50
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 WORKFORCE DEVELOPMENT Electronic distribution - NO MEDIA Contract: MARKET	250	5429995	$0.01	$2.50

QUOTE DETAILS (CONT.)				
Falcon Complete - subscription license (1 year) - 1 license Mfg. Part#: CS.FALCOMPSGOV.SVC.12M Start Date: 08/15/2025 End Date: 08/14/2026 WORKFORCE DEVELOPMENT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	250	6663518	$0.01	$2.50
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 WORKFORCE DEVELOPMENT Electronic distribution - NO MEDIA Contract: MARKET	250	5430000	$0.01	$2.50
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software Mfg. Part#: CS.TG.STD.GOV.12M Start Date: 08/15/2025 End Date: 08/14/2026 WORKFORCE DEVELOPMENT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	250	5486316	$0.01	$2.50
CrowdStrike 12-Month Falcon Complete Additional CID Software Subscription Mfg. Part#: CS.FALCOMPONBM.SOLN.12M Start Date: 08/15/2025 End Date: 08/14/2026 WORKFORCE DEVELOPMENT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	6366135	$0.01	$0.01
CrowdStrike 12-Month Falcon Complete with Threat Graph Standard on GovCloud Mfg. Part#: CS.FCSD.GOV.SOLN.T8.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $147.60 STANISLAUS COUNTY CLERK-RECORDER Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	120	7044717	$58.75	$7,050.00
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 STANISLAUS COUNTY CLERK-RECORDER Electronic distribution - NO MEDIA Contract: MARKET	120	5429993	$0.01	$1.20
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 STANISLAUS COUNTY CLERK-RECORDER Electronic distribution - NO MEDIA Contract: MARKET	120	5429994	$0.01	$1.20
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026	120	5429995	$0.01	$1.20

QUOTE DETAILS (CONT.)

STANISLAUS COUNTY CLERK-RECORDER Electronic distribution - NO MEDIA Contract: MARKET				
Falcon Complete - subscription license (1 year) - 1 license Mfg. Part#: CS.FALCOMPSGOV.SVC.12M Start Date: 08/15/2025 End Date: 08/14/2026 STANISLAUS COUNTY CLERK-RECORDER Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	120	6663518	$0.01	$1.20
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 STANISLAUS COUNTY CLERK-RECORDER Electronic distribution - NO MEDIA Contract: MARKET	120	5430000	$0.01	$1.20
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software Mfg. Part#: CS.TG.STD.GOV.12M Start Date: 08/15/2025 End Date: 08/14/2026 STANISLAUS COUNTY CLERK-RECORDER Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	120	5486316	$0.01	$1.20
CrowdStrike 12-Month Falcon Complete Additional CID Software Subscription Mfg. Part#: CS.FALCOMPONBM.SOLN.12M Start Date: 08/15/2025 End Date: 08/14/2026 STANISLAUS COUNTY CLERK-RECORDER Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	6366135	$0.01	$0.01
CrowdStrike 12-Month Falcon Device Control Software (5,000-9,999 Licenses) Mfg. Part#: CS.DEVICE.SOLN.T10.12M UNSPSC: 43233203 Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $4.76 STANISLAUS COUNTY CLERK-RECORDER Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	120	5296391	$0.28	$33.60
CrowdStrike 12-Month Falcon Spotlight Application Mfg. Part#: CS.SPOTLT.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $13.73 STANISLAUS COUNTY CLERK-RECORDER Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	120	6164389	$2.56	$307.20
CrowdStrike 12-Month Falcon Endpoint Protection Premium Flexible Bundle Mfg. Part#: CS.EPPPRE.SOLN.T10.12M UNSPSC: 43233205 Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $46.32 SHERRIFS DEPT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	875	5757590	$10.16	$8,890.00

Attachment: Crowdstrike Agreement (CrowdStrike Cybersecurity Software Products and Services)

QUOTE DETAILS (CONT.)

CrowdStrike 12-Month Falcon Prevent (NGAV) Application Mfg. Part#: CS.PREVENT.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 SHERRIFS DEPT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	875	5194613	$0.01	$8.75
CrowdStrike 12-Month Falcon Insight (EDR) Application Mfg. Part#: CS.INSIGHT.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 SHERRIFS DEPT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	875	5436083	$0.01	$8.75
CrowdStrike 12-Month Falcon Discover - (Discovery Solution) Mfg. Part#: CS.DISC.SOLN.T10.12M UNSPSC: 43232901 Start Date: 08/15/2025 End Date: 08/14/2026 SHERRIFS DEPT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	875	5418043	$0.01	$8.75
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software Mfg. Part#: CS.TG.STD.GOV.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $7.29 SHERRIFS DEPT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	875	5486316	$7.13	$6,238.75
CrowdStrike 12-Month Falcon Overwatch Service (5,000-9,999 Licenses) Mfg. Part#: CS.OW.SVC.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $12.39 SHERRIFS DEPT Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	875	5194046	$4.08	$3,570.00
CrowdStrike 12-Month Falcon Complete with Threat Graph Standard on GovCloud Mfg. Part#: CS.FCSD.GOV.SOLN.T8.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $147.60 DISTRICT ATTORNEY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	250	7044717	$58.75	$14,687.50
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 DISTRICT ATTORNEY Electronic distribution - NO MEDIA Contract: MARKET	250	5429993	$0.01	$2.50
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T10.12M	250	5429994	$0.01	$2.50

QUOTE DETAILS (CONT.)

Start Date: 08/15/2025 End Date: 08/14/2026 DISTRICT ATTORNEY Electronic distribution - NO MEDIA Contract: MARKET				
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 DISTRICT ATTORNEY Electronic distribution - NO MEDIA Contract: MARKET	250	5429995	$0.01	$2.50
Falcon Complete - subscription license (1 year) - 1 license Mfg. Part#: CS.FALCOMPSGOV.SVC.12M Start Date: 08/15/2025 End Date: 08/14/2026 DISTRICT ATTORNEY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	250	6663518	$0.01	$2.50
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 DISTRICT ATTORNEY Electronic distribution - NO MEDIA Contract: MARKET	250	5430000	$0.01	$2.50
CrowdStrike 12-Month Threat Graph Standard on GovCloud Software Mfg. Part#: CS.TG.STD.GOV.12M Start Date: 08/15/2025 End Date: 08/14/2026 DISTRICT ATTORNEY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	250	5486316	$0.01	$2.50
CrowdStrike 12-Month Falcon Complete_Additional CID Software Subscription Mfg. Part#: CS.FALCOMPONBM.SOLN.12M Start Date: 08/15/2025 End Date: 08/14/2026 DISTRICT ATTORNEY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	6366135	$0.01	$0.01
CrowdStrike 12-Month Falcon Device Control Software (5,000-9,999 Licenses) Mfg. Part#: CS.DEVICE.SOLN.T10.12M UNSPSC: 43233203 Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $4.76 DISTRICT ATTORNEY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	250	5296391	$0.28	$70.00
CrowdStrike 12-Month Falcon Spotlight Application Mfg. Part#: CS.SPOTLT.SOLN.T10.12M Start Date: 08/15/2025 End Date: 08/14/2026 MSRP $13.73 DISTRICT ATTORNEY Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	250	6164389	$2.56	$640.00

QUOTE DETAILS (CONT.)				
Falcon Identity Threat Detection - subscription license (1 year) - 1 accoun	4400	7996716	$6.04	$26,576.00

Mfg. Part#: CS.IDTD.SOLN.T1.12M

Start Date: 08/15/2025
End Date: 08/14/2026
MSRP $21.00
IDENTITY THREAT DETECTION - ALL GOV
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011)

SUBTOTAL	$464,907.33
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$464,907.33**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: STANISLAUS COUNTY SBT ADMINISTRAT 801 11TH ST STE 4100 MODESTO, CA 95354-2348 **Phone:** (209) 525-4357 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** STANISLAUS COUNTY SBT ADMINISTRAT 801 11TH ST STE 4100 MODESTO, CA 95354-2348 **Phone:** (209) 525-4357 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Kenny Stoller | (877) 246-8092 | kennsto@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$464,907.33	**$13,156.88/Month**	**$464,907.33**	**$15,128.08/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

 My Account

 Support

 Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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Attachment: Crowdstrike Agreement (CrowdStrike Cybersecurity Software Products and Services)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

NONE

- If YES, please identify the County Officer receiving the contribution:

NONE

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

NONE

- If YES, please identify the County Officer receiving the contribution:

NONE

Attachment: Levine Act Disclosure Statement (CrowdStrike Cybersecurity Software Products and Services)

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Freda Hill Digitally signed by Freda Hill Date: 2025.06.10 21:13:22 -04'00'	Date 6/10/2025
Print Name: FREDA HILL	
Title: SR MGR PROPOSALS	
Company: CDW GOVERNMENT LLC	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Statement (CrowdStrike Cybersecurity Software Products and Services)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: General Services Agency

BOARD AGENDA:5.B.10
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval of Phase II of the Bonita Pool Project to Install a New Playground, Adult Exercise Equipment, Picnic Area, and Other Park Amenities, to Increase the Project Budget by $650,000 Funded by a State of California Proposition 68 Per Capita Grant, and Related Matters

STAFF RECOMMENDATION:

1. Approve Phase II of the Bonita Pool Project to install a new playground, adult exercise equipment, picnic area, and other park amenities.
2. Approve an increase of $650,000 to the General Services Agency's Bonita Pool Improvement Capital Project budget, funded by a State of California Proposition 68 Per Capita Grant.
3. Direct the Auditor-Controller to make the necessary budget adjustments to support the General Services Agency's Parks Bonita Pool Capital Project, as detailed in the attached budget journal.
4. Authorize the General Services Agency Director/Purchasing Agent to use an approved Job Order Contractor to perform needed site work for the new playground, adult exercise equipment, and picnic area.
5. Authorize the General Services Agency Director/Purchasing Agent to execute contracts, agreements, work authorizations, and amendments as long as they are within the project's budget.
6. Authorize the General Services Agency Director/Purchasing Agent to negotiate and sign change orders and supplemental job order authorizations as long as they are within the project's budget and consistent with the State of California Public Contract Code.
7. Authorize the General Services Agency Director/Purchasing Agent to complete project close-out activities including filing Notices of Completion, release of retention, and other items required to complete the project.

DISCUSSION:

The Bonita Pool Project construction commenced in February 2025. Construction of the new pool, restrooms, support buildings, and site work is progressing on schedule with completion expected on July 31, 2025. The Parks and Recreation Department is

requesting to add a second phase to the project to install a new playground, adult exercise equipment, picnic area, and other park amenities such as benches and walking paths. This request dates to the original concept for this project which included modernization of the pool and installation of a playground and park equipment.

The Parks and Recreation Department (Parks) has confirmed that the $650,000 in Proposition 68 Per-Capita Grant funding awarded in 2018 for this park is available for use. Parks and the General Services Agency (GSA) have collaborated on the project scope and are confident this use of the $650,000 in funding will satisfy all the grant requirements: renovation of the existing pool, installation of a playground and adult exercise equipment, picnic area, and installation of park amenities.

If these recommended actions are approved, GSA will issue a Supplemental Job Order Authorization to Marvulli Inc., the contractor hired to renovate Bonita Pool. The Change Order will include necessary site work to prepare for the playground installation, along with the installation of benches, barbecues, and required paths of travel to be compliant with Americans with Disabilities Act (ADA) requirements. Site work will begin immediately and be completed before the end of 2025. GSA will then procure and install the playground and the adult exercise equipment through a cooperative agreement. The playground is envisioned to be available for use in late spring/early summer 2026.

POLICY ISSUE:

California Government Code Section 29125 provides that transfers and revisions to the adopted appropriations may be made by an action formally adopted by the Board of Supervisors at a regular or special meeting by a four-fifths vote.

FISCAL IMPACT:

The recommended revised project budget of $4,822,400 includes a $650,000 increase over the previously approved budget of $4,172,400 (Board Resolution 2025-0059). This increase will be funded by existing appropriations in Parks' Fiscal Year 2026 Administration budget, as detailed in the attached budget journal. This increase will fund the installation of a new playground, adult exercise equipment, ADA compliance mitigation, picnic area, and other park amenities, such as benches and walking paths. The total recommended revised project budget of $4,822,400 is detailed in the following table.

Project Costs	Current Budget	Revised Budget	Increase/ (Decrease)
Staff Salaries and Benefits	$115,823	$160,823	$45,000
Professional Services	$200,427	$260,427	$60,000
Architectural Services	$310,000	$310,000	$0
Intergovernmental Charges	$13,750	$13,750	$0
Construction	$3,532,400	$4,012,400	$480,000
Construction Contingency	$0	$65,000	$65,000
Total	**$4,172,400**	**$4,822,400**	**$650,000**

If approved, appropriations and Operating Transfers In will be increased by $650,000 in the GSA Parks Bonita Pool Project budget, and existing appropriations will be adjusted in the Parks budget to decrease Structures and Improvements and increase Operating Transfers Out by $650,000, as detailed in the attached budget journal.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board of Supervisors' priorities of *Supporting a Healthy Community*, *Delivering Efficient Public Services*, and *Enhancing Community Infrastructure* by providing improvements to Bonita Park for the community to enjoy.

STAFFING IMPACT:

Existing staff in Parks and GSA will successfully manage Phase II of this project.

CONTACT PERSON:

Andrew Johnson, GSA Director/Purchasing Agent	(209) 525-4380
Tera Chumley, Director of Parks and Recreation	(209) 525-6750

ATTACHMENT(S):

1. Proposition 68 Grant Funding Request, Bonita Pool Project
2. Budget Journal

State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
Stanislaus County Parks and Recreation	Bonita Park Pool Project

Development project scope (Describe the project in 30 words or less):
This project will be funded by a CNRA grant, Per Capita grant, and county matching funds to rennovate an existing closed pool, create a new playground, picnic, and amenities.

Project Scope Items - ☐ all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
☐	☑	☐	Pool, aquatic center, splash pad
☑	☑	☐	Trails or walking paths
☐	☑	☐	Landscaping or irrigation
☑	☐	☐	Group picnic, outdoor classrooms, other gathering spaces
☑	☐	☐	Play equipment, outdoor fitness equipment
☐	☐	☐	Sports fields, sports courts, court lighting
☐	☐	☐	Community center, gym, other indoor facilities
☑	☐	☑	Restroom, concession stand
☐	☑	☐	Other: Electrical upgrade
☑	☐	☐	Other: Cameras for safety
☑	☐	☐	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	$162,500.00
Construction	$1,954,470.00
Total PROJECT cost	$2,116,970.00
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -$ 162,500.00
Total GRANT amount requested	$650,000.00

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

5/12/25

AUTHORIZED REPRESENTATIVE Signature — Date

Vinal Chand — Administrative Manager

Print Name and Title

Attachment: Proposition 68 Grant Funding Request, Bonita Pool Project (Bonita Park-Playground Project)

ORACLE

Budget Adjustment Template

Budget Entry Identifier (For department tracking only)	JV15531

*SC_FUND[..] (4 char)	*SC_COST CENTER[..] (7 char)	*SC_ACCOUNT[..] (5 char)	*SC_PROJECT[..] (7 char)	*SC_LOCATION[..] (6 char)	*SC_MISC[..] (6 char)	*SC_INTERFUND[..] (4 char)	*SC_FUTURE[..] (5 char)	Increase to Expense, Decrease to Revenue	Decrease to Expense, Increase to Revenue	Net Increase/(Decrease)	Comment
2250	0061341	63000	0000000	000000	000000	0000	00000	60,000		60,000	Incr Professional & special services
2250	0061341	73537	0000000	000000	000000	0000	00000	45,000		45,000	Incr Govt fund capital proj labor chg
2250	0061341	80300	0000000	000000	000000	0000	00000	480,000		480,000	Incr Structures & improvements
2250	0061341	80305	0000000	000000	000000	0000	00000	65,000		65,000	Incr Change order contingency (Structures & Improvement)
										-	
0100	0035110	80300	0000000	000000	000000	0000	00000		650,000	(650,000)	Decr Structures & improvements
0100	0035110	85850	0000000	000000	000000	0000	00000	650,000		650,000	Incr Operating transfers out
2250	0061341	46600	0000000	000000	000000	0000	00000		650,000	650,000	Incr Operating transfers in
										-	
										-	
Total								1,300,000	1,300,000	1,300,000	

Explanation: 1. Increase GSA Parks Bonita Pool Project budget and increase appropriations by $650,000 for Phase 2 of the project.

2. Decrease Parks LBU-Structures & Improvements, increase Parks LBU-Op Trans Out, and increase GSA Parks Bonita Pool Project LBU-Op Trans In by $650,000.

Account 73537 does not have offsetting interfund revenue entry due to interfund revenue previously budget at Proposed Budget 2026.

Requesting Department		CEO	Auditor-Controller's Office
Cara Kiely	Vinal Chand	Veronika Rhulenklem	Christopher L Barnes
Prepared by	Approved By	Approved By	Approved By
5/22/2025	6/16/2025	6.16.25	6/16/2025
Date	Date	Date	Date

Attachment: Budget Journal (Bonita Park-Playground Project)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Sheriff

BOARD AGENDA:5.B.11
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Issue Blanket Purchase Orders to Various Sheriff's Office Vendors for the Term of July 1, 2025, Through June 30, 2026

STAFF RECOMMENDATION:

1. Approve Blanket Purchase Orders (BPO's) for Sheriff's Office vendors for the term of July 1, 2025, through June 30, 2026.
2. Authorize the General Services Director/Purchasing Agent, or designee, to issue BPO's for Sheriff's Office vendors as listed in Attachment A for Fiscal Year 2026.

DISCUSSION:

A Blanket Purchase Order (BPO), also known as a standing or open purchase order, is a procurement method that allows departments to make multiple purchases from a single vendor over a specified period (typically one Fiscal Year), most often for supplies, whereas contracts generally are used for services. BPOs streamline purchasing for recurring needs by pre-establishing vendor agreement terms and pricing while maintaining flexibility for as-needed orders. They are helpful for recurring purchases where the quantity or timing of needs is uncertain, either through scheduled deliveries or on an as-needed basis. Pricing and/or vendor qualifications must be competitively procured, unless otherwise exempt from competitive procurement requirements. The attached list of BPOs qualifies under a non-competitive exemption per the County's Purchasing and Salvage Policy, as there would be no competitive advantage for the department to seek competitive bids.

The Sheriff's Office requests approval of the attached list of BPOs as part of its comprehensive annual contract and purchase order requests to support the timing needed to process and execute its contracts and purchase orders before the start of the new Fiscal Year 2026, beginning July 1, 2025. The amounts in the attached BPO list represent not-to-exceed amounts that are higher than recent actual expenditure trends support. They are set this way to ensure there is adequate purchasing agent authority to approve the Department's needs in Fiscal Year 2026 and to avoid inadvertently affecting operations if more authority needs to be secured. As the funds are encumbered, budget availability will be closely monitored to ensure that there is sufficient funding and appropriation authority to support both encumbered and expended amounts against these BPOs.

POLICY ISSUE:

Purchase orders are linked to County documented terms and conditions that qualify them for the same treatment as all contracts. Contracts above $200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained through a department agenda item or with Purchasing Agent approval via the quarterly Contract Summary Sheet process managed by the General Services Agency. (Board Resolution 2024-0347; California Government Code §25502.5)

FISCAL IMPACT:

The Sheriff's Office requests BPOs with vendors with a not-to-exceed dollar amount of $10.4 million as detailed in Attachment A for Fiscal Year 2026. Budgeted appropriations associated with these BPOs were included in the Sheriff's Fiscal Year 2026 Proposed Budget. Requests to add appropriations for increased utilization of services will be made through future budget cycles if needed. There is no additional impact on the County General Fund associated with this agenda item.

BOARD OF SUPERVISORS' PRIORITY:

Approval of these recommendations supports the Board's priorities of *Supporting a Strong and Safe Community* and *Delivering Efficient Public Services* through effectively securing available needed resources in a planned, organized, and compliant manner.

STAFFING IMPACT:

Existing Sheriff's Office and General Services Agency staff will execute, implement, and manage the requested BPO.

CONTACT PERSON:

Jeff Dirkse, Sheriff-Coroner (209) 525-7216

ATTACHMENT(S):

1. BPO Approval List Summary
2. Levine Act Disclosure Forms

Sheriff's Office
Reporting For Blanket Purchase Order's
Compensation over $200,000
For Fiscal Year 2026

Budget Unit	Contractor	Brief Description of Service Provided	Proposed Blanket Purchase Order Not-To-Exceed Dollar Amount
Detention	AB2B Industrial Products, Allen Packaging	Lidding and Trays	$750,000
Various	Black Box Safety	Law Enforcement supplies and equipment	$300,000
Detention	Bob Barker	Clothing, Mattresses, Custom Kits	$300,000
Detention	Crystal Creamery	Milk	$500,000
Admin	Calif Dept of Justice	Livescan	$250,000
Various	Galls	Law Enforcement supplies and equipment	$500,000
Various	Home Depot	Misc supplies	$500,000
Detention	Imperial Bag & Paper Co dba Imperial Dade West Coast	Misc supplies	$500,000
Detention	Keefe Group LLC dba Keefe/Crawford	Commissary Sales Product	$500,000
Various	Miwall Corporation	Ammunition	$300,000
Air Support	Modesto Jet Center	Fuel for helicopter	$350,000
Detention	National Food Group	Food for inmates	$500,000
Detention	Performance Food Group Inc dba Vistar dba Jenny Service Company	Commissary Sales Product	$700,000
Various	Staples	Misc supplies	$450,000
Detention	Sysco	Food for Inmates	$3,000,000
Various	Uline	Misc supplies	$600,000
Detention	Victory Supply	Clothing, bedding, misc supplies	$400,000

Attachment: BPO Approval List Summary (Sheriff FY 2026 BPO's over $200K)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS FORM****

Government Code section 8 4308 part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 8 4308 is prohibited from contributing more than $500 to an "Officer".

Section 8 4308a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18 4381, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: ***********stanvote.com/pdf/elected-officials-list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ***YES*** ☐ ***NO*** ☒

If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ***YES*** ☐ ***NO*** ☒

If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

_____

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: John Mikulka	Date 5-22-2025
Print Name: JOHN MIKULKA	
Title: CORRECTIONAL SALES MANAGER	
Company: B2B INDUSTRIAL PRODUCTS, DBA: ALLEN PACKAGING.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

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Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

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1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ***YES*** ☐ ***NO*** ☑

If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ***YES*** ☐ ***NO*** ☑

If YES, please identify the person(s) or agent(s) making the contribution:

If YES, please identify the County Officer receiving the contribution:

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Jackson Dalton	Date 06/12/2025
Print Name: Jackson Dalton	
Title: President	
Company: Black Box Safety, Inc.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS FORM****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

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(2)Serve as a member of a board or commission;
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If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

_____

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2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ***YES*** _____ ***NO*** __x____

If YES, please identify the person(s) or agent(s) making the contribution:

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If YES, please identify the County Officer receiving the contribution:

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I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: *Kimberley Wall*	Date 05/21/2025
Print Name: Kimberley Wall	
Title: Account Manager	
Company: Bob Barker Company	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

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If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

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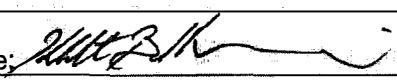
I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 	Date 06/04/2025
Print Name: Klodet Barkhosir	
Title: Finance Manager, FP&A	
Company: Crystal Creamery Inc.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

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If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

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I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Mike Fadden	Date 05/22/2025
Print Name: Mike Fadden	
Title: CEO	
Company: Galls, LLC	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

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If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ***YES*** ☐ ***NO*** ☑

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I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:	Date 5/23/2025
Print Name: ZACHARY M. MARTINEZ	
Title: CREDIT ANALYST	
Company: IMPERIAL BAG & PAPER CO LLC	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

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If YES, please identify the person(s) or agent(s) making the contribution:

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If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

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Signature: Sean Riley	Date 05/21/2025
Print Name: Sean Riley	
Title: Manager	
Company: Miwall Corporation	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

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If YES, please identify the person(s) or agent(s) making the contribution:

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If YES, please identify the County Officer receiving the contribution:

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I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:	Date 05/27/2025
Print Name: Daniel Kimmel	
Title: Vice President	
Company: Modesto Executive Air Charter, Inc.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

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Signature: Tom Downey	Date 5/27/25
Print Name: Tom Downey	
Title: CFO	
Company: National Food Group	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

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CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

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Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

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An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials-list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ***YES*** ☐ ***NO*** ☑

If YES, please identify the person(s) or agent(s) making the contribution:

_____

If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ***YES*** ☐ ***NO*** ☑

If YES, please identify the person(s) or agent(s) making the contribution:

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- Contracts under $50,000;
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- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Mark White	Date 5/21/25
Print Name: Mark White	
Title: General Manager Corrections	
Company: Performance Food Group	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

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I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Lovejit Edmondson (May 22, 2025 07:46 PDT)	Date 22-May-2025
Print Name: Lovejit Edmondson	
Title: Area Vice President	
Company: Staples Contract & Commercial LLC	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

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Signature: Summer B. Knight	Date 6/5/2025
Print Name: Summer B. Knight	
Title: Regional Contract and Bid Manager	
Company: Sysco Central Ca.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

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I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:	Date 5/30/2025
Print Name: Evan Trommer	
Title: Owner	
Company: Victory Supply LLC	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

After multiple attempts, the Sheriff's Office was unable to obtain Levine Act forms from the following vendors:

Home Depot

Keefe Group LLC dba Keefe/Crawford

Uline

Attachment: Levine Act Disclosure Forms (Sheriff FY 2026 BPO's over $200K)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Environmental Resources BOARD AGENDA:5.B.12
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Approval to Award a Construction Contract to Tetra Tech BAS, Inc., for the Fink Road Landfill 2025 Gas Collection and Control System Expansion Project

STAFF RECOMMENDATION:

1. Approve the award of a construction contract to Tetra Tech BAS, Inc., for the Fink Road Landfill 2025 Gas Collection and Control System Expansion Project in the amount of $908,835.
2. Authorize the General Services Agency Director/Purchasing Agent to execute the construction contract with Tetra Tech BAS, Inc., for the Fink Road Landfill Gas Collection and Control System Expansion Project, and to sign any necessary documents.
3. Authorize the General Services Agency Director/Purchasing Agent to execute change orders up to $70,442, representing $25,000 plus 5% of the original contract price, in accordance with Public Contract Code Section 20142 (b).
4. Upon project completion authorize the General Services Agency Director/Purchasing Agent to accept the completed improvements and perform all necessary closeout activities for the project.

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, operates and maintains the Fink Road Landfill (Landfill). In-house staff perform the day-to-day operations and maintenance of the Landfill; however, specialized services and expertise are often needed in the area of construction projects, emergency services, and repairs. For those specialized services, the Department has historically hired outside expertise.

The Landfill needs to implement a Landfill Gas Collection and Control System (GCCS) expansion design plan for the site in order to satisfy National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements for municipal solid waste landfills, as directed under Title 40 of the Code of Federal Regulations, Part 63, Subpart AAAA. To complete this work, the County tasked its Consultant, Stearns, Conrad and Schmidt Consulting Engineers, Inc. (SCS Engineers) to prepare the plans and specifications for the GCCS expansion.

SCS Engineers reviewed the current GCCS design, evaluated the potential for Landfill Gas (LFG) to be generated at the Landfill over the next 20-year period, conducted meetings with Landfill staff, and collected other data to assist in the proposed design for the GCCS expansion. Based on this research, SCS Engineers prepared design

drawings showing proposed upgrades to the GCCS, including new vertical LFG extraction wells, LFG header and lateral piping, condensate sumps, and leachate riser connections. The Plans and Specifications outline the LFG extraction well locations, surface elevations, well depths, and perforated pipe lengths.

The project consists of installing 18 vertical below-grade high-density polyethylene (HDPE) LFG extraction wells and connecting three (3) existing horizontal wells to the existing GCCS infrastructure. This includes the installation of below-grade and above-grade HDPE LFG laterals and header, air supply line, and liquid conveyance line. Header appurtenances also are to be installed, including sumps, isolation valves, access risers and blind flanges. Gas wellheads, including fittings, valves, tubing, and hoses will be installed for each well. New pumps will also be supplied and installed for each sump. The project area will need to be backfilled with clean soil and gravel.

On April 15, 2025, the Board of Supervisors approved and adopted the Plans and Specifications for the Project and directed the General Services Agency Purchasing Division to publish the Notice Inviting Bids (Notice). On April 15, 2025, the Notice as posted to Planet Bids. The Engineer's Estimate was $1,415,697. On May 16, 2025, four sealed bids were received, publicly opened, and read.

A summary of the bids is as follows:

Contractor	Bid $ Amount
Tetra Tech BAS, Inc.	$ 908,835
BSE General Engineering, Inc.	$ 947,294
Blue Flame Crew West, LLC	$1,133,934
Cal Valley Construction, Inc.	$1,280,460

A review of the bids indicates that all bidders met the requirements as specified in the bid documents and related addenda. On that basis, a Notice of Intent to Award was issued on May 23, 2025, to the lowest responsible and responsive bidder, Tetra Tech BAS, Inc. The contract will be awarded in the amount of $908,835.

The project is categorically exempt from the California Environmental Quality Act (CEQA), per the following: Section 15308, of Title 14 of the California Code of Regulations, Article 19: Categorical Exemptions: Class 8 consists of actions taken by regulatory agencies, as authorized by State or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment.

POLICY ISSUE:

The County's purchasing policy requires Board of Supervisors' approval for contracts exceeding $200,000. This requirement is based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

The contract amount with Tetra Tech BAS, Inc. is $908,835. Per Public Contract Code Section 20142, the contingency amount on this project shall not exceed $70,442, which is $25,000 plus 5% of the original contract amount. The total not-to-exceed project amount is $979,277. Sufficient appropriations exist in the 2026 Proposed Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Enhancing Community Infrastructure* by promoting a safe and healthy environment and improving the quality of life in the community through a balance of science, education, partnerships, and environmental regulation.

STAFFING IMPACT:

Existing staff will oversee the work related to this project.

CONTACT PERSON:

Robert Kostlivy, Director of Environmental Resources	209-525-6770
Todd Rocha, Manager IV, Landfill Division	209-837-4800

ATTACHMENT(S):

1. Contract with Tetra Tech BAS, Inc.
2. Levine Act Disclosure Statement

PUBLIC WORKS OF IMPROVEMENT CONTRACT

THIS PUBLIC WORKS OF IMPROVEMENT CONTRACT is made and entered into this day of _____, between Stanislaus County hereinafter referred to as "County" and Tetra Tech BAS, Inc., hereinafter referred to as "Contractor".

RECITALS

A. County did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

B. Contractor, in response to such Notice, submitted to the County within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid, and the other bids submitted in response to said Notice, were publicly opened in the manner provided by law; and,

C. Contractor was the lowest responsible bidder for the performance of said work, and County intends to award a contract to Contractor for the performance of the work described herein.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. **Scope of Work.** Contractor will furnish labor, tools, equipment and materials for the Stanislaus County 2025 Gas Collection and Control System Expansion Project at the Fink Road Landfill ("Project") described in the Contract Documents. Contractor's bid is the basis for this Contract. The bid included all labor, tools, equipment and materials needed for the Project to be completed in conformance with the plans, specifications, and addenda (if any) that were issued prior to the date of the bid. Contractor's bid, the plans, specifications and addenda (if any) are all hereby incorporated by this reference and made a part of this Contract.

2. **Contract Time.** The Contractor must achieve Substantial Completion by no later than **September 12, 2025**. Substantial Completion means that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose. The Contractor shall achieve Final Completion within **30** days after Substantial Completion. Final Completion means the full and final completion of all Work and requirements in accordance with the Contract Documents.

3. **Liquidated Damages.**

a. Contractor shall pay to the County a sum of **$2,500.00** per calendar day for each and every calendar day of delay in finishing the work in excess of the number of calendar days prescribed in the Contract Time. Completion of the Project includes correction of any punch list items identified by the County's Representative.

b. All time limits stated in the Contract Documents are of the essence.

c. Contractor shall construct and complete the Work, including final clean up, final inspection, and final acceptance of the Work, within the Contract Time. It is expressly understood and agreed, by and between County and Contractor, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

d. If the Work is not completed within the Contract Time and any previously authorized extensions thereof, County may extend the Contract Time at his discretion and, if so extended, Contractor shall pay to the County

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

all or any part, as County may deem just and proper, of the actual costs incurred by County due to such extension and that are directly related to the Work including the cost of additional engineering, consultant or professional services, tests, inspections, painting inspections, supervision, administration, and other incidental and overhead expenses, and the Change Order authorizing such extension of the Contract Time will effect an appropriate reduction in the Contract Price.

e. If the Work is not completed within the Contract Time, or within any period of authorized extension thereof, it shall be understood and agreed that County will suffer damage solely by reason of delay. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the County, as fixed and liquidated damages and not as a penalty, the amount set forth above.

4. **Terms and Conditions.**

a. The terms and conditions set forth in the General and Special Conditions are hereby incorporated by reference as set forth in full. Said terms and conditions are a part of this Contract, and Contractor and County agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them as set forth therein. All of said work done under this Contract shall be performed to the satisfaction of the Board of Supervisors of County, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

b. Upon the condition Contractor faithfully performs its obligations herein, County agrees to make payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum NOT TO EXCEED: **Nine Hundred and Eight Thousand, Eight Hundred and Thirty-Five Hundred Dollars ($908,835.00)** including without limitation, the cost of any labor, tools, equipment, materials, subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under the Contract.

c. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

d. The terms of payment are Net 30 days after approval of pay requests.

e. Contractor shall submit a detailed invoice for work actually completed, and a certification that the work is complete.

f. All invoices shall have appropriate back up documents (i.e. copies of receipts, if applicable) attached to the invoices and be in accordance with Contractor's Fee Schedule attached to the Contract.

g. Invoices shall be mailed or delivered to the County department indicated below. The remit address is:

Stanislaus County
Department of Environmental Resources
Attn: Stephanie Musso
3800 Cornucopia Way, Suite C
Modesto, CA 95358
smusso@envres.org

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

5. **Piggyback.** For bids involving unit prices or hourly rates, the County reserves the right to allow other public agencies or other County departments to contract with Contractor on the same terms, conditions, prices and hourly rates contained in this contract. A separate contract or purchase order will be issued for work for other agencies or departments.

6. **Insurance.**

a. Within ten (10) days of County's delivery of the Notice of Intent to Award the Contract to Contractor, Contractor shall furnish a Certificate of Insurance substantiating the fact that Contractor has taken out the insurance set forth in **Part II**, Exhibit B.

b. If Contractor utilizes one or more subcontractors in the performance of this Contract, Contractor shall require that each subcontractor carry insurance equivalent to that required of Contractor and may be required to provide evidence of insurance coverage from each subcontractor if requested by the County's Representative.

7. **Indemnification.** Contractor shall indemnify, defend with counsel acceptable to the County and hold harmless to the full extent permitted by law, County, its Board of Supervisors, directors, officers, employees, agents, inspectors, construction managers, project managers, consultants, subconsultants, their employees, and the County's Representative, and each of them, (collectively "the Indemnified Parties"), from and against any and all liability, loss, damage, claims, liens, stop notices, expenses and costs which arise out of or are connected in any way with the work performed, materials furnished, or services provided under this Contract, or from any violation of any federal, state, or local law or ordinance, by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors or a breach of this Contract by Contractor. Contractor shall not be obligated to indemnify or defend the Indemnified Parties to the extent a claim arises from the active negligence of the County. To the extent California Civil Code sections 2782, et seq., limits the defense or indemnity obligations of Contractor to the County, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Contractor under the law. This clause shall survive termination of this Contract.

8. **Labor Code Compliance and Prevailing Wages.**

a. **Registration.** In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1, including Contractor, when applicable) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relations. Labor Code Section 1725.5(f) states: "This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work." Although the unregistered contractor or subcontractor under Labor Code Section 1725.5(f) is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner, such unregistered contractor shall retain the records specified in Section 1776 for at least three years after completion of the work. (Labor Code Section 1771.4).

b. **Working Hours** (Labor Code Section 1810-1815):

i. Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. (Labor Code Section 1810).

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

ii. The time of service of any worker employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as provided for under Labor Code Section 1815. (Labor Code Section 1811).

iii. Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement. (Labor Code Section 1812).

iv. Contractor or subcontractor shall, as a penalty to the County, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement. (Labor Code Section 1813).

v. Notwithstanding the provisions of Labor Code Sections 1810 to 1814, inclusive, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. (Labor Code Section 1815).

c. **Workers Compensation** (Labor Code Section 1860-1861):

i. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his or her employees. (Labor Code Section 1860).

ii. By submission of a bid, Contractor hereby certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." (Labor Code Section 1861).

d. **Debarred Contractors and Subcontractors.** In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

e. **Prevailing Wages.**

i. This Project is subject to applicable prevailing wage requirements, including prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

ii. "Public Works" Includes Preconstruction, Construction, Post-Construction Work. Under Labor Code 1720(a), "public works" includes all of the following: Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. For purposes of this

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paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

iii. This Project is subject to the requirements of Labor Code Section 1720 et seq., the terms of which are incorporated herein by this reference.

iv. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at http://www.dir.ca.gov/dlse/dlsePublicWorks.html or in the offices of the County and are deemed included in the Bidding Documents. Upon request, County will make available copies to any interested party. The successful Bidder shall post the applicable prevailing wage rates at the Site.

v. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

vi. Contractor shall forfeit, as a penalty to the County, Two Hundred Dollars ($200.00) for each worker employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such worker is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by County. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

vii. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

viii. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813. Failure to so comply, including without limitation Labor Code Section 1776, shall constitute a default under this Contract.

ix. Contractor and all Subcontractors shall keep accurate payroll records in accordance with Labor Code Section 1776. If directed by the Labor Commissioner, County will withhold Contract payments when payroll records are delinquent or inadequate.

x. Contractor shall post all jobsite notices if and when prescribed by regulation.

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xi. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code Section 1776.

xii. Contractor shall inform County of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.

xiii. Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(1) At least monthly or more frequently if specified in the contract with the awarding body. For purposes of this clause, "monthly" means that a submission of records shall be made at least once every 30 days while work is being performed on the project and within 30 days after the final day of work performed on the project.

(2) In an electronic format, in the manner prescribed by the Labor Commissioner, on the department's internet website.

xiv. A contractor or subcontractor who fails to furnish records relating to its employees, shall be subject to a penalty by the Labor Commissioner of one hundred dollars ($100) per each day in which that party was in violation of subparagraph (A), not to exceed a total penalty of five thousand dollars ($5,000) per project. Penalties received pursuant to this paragraph shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

xv. If Contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5 (work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work), the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

xvi. Contractor or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code Section 1776(a). In the event that Contractor or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to the County on whose behalf the contract is made or awarded, forfeit $100.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this paragraph due to the failure of a Subcontractor to comply with this paragraph.

xvii. Contractor shall notify County in writing in the event of any change, addition or substitution of a subcontractor.

xviii. Contractor will be fully responsible for reporting to and providing all documentation and other information required by the Department of Industrial Relations, and for paying all resulting penalties, fines, and other amounts due on account of any prevailing wage or other labor, wage or hour violation.

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9. **Apprentices on Public Works Projects.**

a. Contractor and Contractor's subcontractor(s) shall be responsible for compliance with the provisions of law relating to employment of apprentices, including Labor Code Sections 1777.5, 1777.6, and 1777.7. Pursuant to Labor Code Section 1777.7, violations of Labor Code Section 1777.5 may result in forfeiture not to exceed One Hundred Dollars ($100.00) for each full calendar day of non-compliance. Information regarding apprenticeship standards, wage schedules, and other requirements may be obtained from the DIR or from the Division of Apprenticeship Standards of the DIR.

b. The requirements of Labor Code §1777.5 do not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

c. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

d. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract.

e. This Project is subject to the requirements of Section 1770 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractor and its subcontractors who perform work under this Contract are required to comply with these requirements. Prevailing wage information for this Project is available at the Agency's main office or may be obtained via the internet at: www.dir.ca.gov.

10. **Equal Employment Opportunity.** During the performance of this Contract, Contractor agrees as follows:

a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations or advertisements for employees by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.

c. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

11. **Guarantee.** Should any failure of the work occur within a period of two (2) years after completion of the work or within any designated warranty period, which can be attributed to faulty materials, poor workmanship, or defective equipment, Contractor shall promptly make the needed repairs at Contractor's expense. The County is hereby authorized to make such repairs if Contractor fails to make or undertake with

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due diligence the aforesaid repairs within ten (10) days after Contractor is given written notice of such failure and without notice to the surety provided, however, that in case of emergency where, in the opinion of the County, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to Contractor or surety, and Contractor shall pay the entire costs thereof.

12. **Debarment.** Contractor represents and warrants, to the best of its knowledge and belief, that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's Excluded Parties List System. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Contract. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, County may terminate this Contract.

13. **Debarred Contractors and Subcontractors.** In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

14. **Certification Re: Economic Sanctions Pursuant To California State Executive Order N-6-22.**

a. Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

b. County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

c. For contracts valued at $5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

15. **Counterparts; Electronic Signature.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Contract and any other documents to be delivered in connection herewith may be

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digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

16. **General and Special Conditions.** Contactor shall comply with the General and Special Conditions attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, County and Contractor have caused this Contract (Public Works of Improvement) to be signed as of the day and year first above written.

COUNTY OF STANISLAUS

By:_____
Andrew Johnson, GSA Director / Purchasing Agent

"County"

TETRA TECH BAS, INC.

Jeffrey M. Williams

By: Jeffrey M. Williams (Jun 5, 2025 15:01 PDT)
Jeffrey M. Williams, VP/CFO

"Contractor"

APPROVED AS TO CONTENT
Department of Environmental Resources

Robert Kostlivy

By: Robert Kostlivy (Jun 9, 2025 10:01 PDT)
Robert Kostlivy, Director

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

Thomas E. Boze

By: Thomas Boze (Jun 5, 2025 12:59 PDT)
Thomas E. Boze, County Counsel

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GENERAL CONDITIONS

1. Definitions.

a. The term "Change Order" shall refer to a written agreement in the form included in these Contract Documents, signed by the County and Contractor, modifying the Contract.

b. The term "Contract" means and includes the Public Works of Improvement Contract and the Contract Documents.

c. The term "Contract Sum" means the total compensation specified in the Contract. The Contract Sum may be adjusted by Change Order.

d. The term "Contract Time" means the number of days set forth in the Contract Documents within which the full completion of Contractor's work must be achieved. The Contract Time may be adjusted by Change Order.

e. The term "Contractor" means the person or firm identified as such in the Contract, or its authorized representative.

f. The term “day” means a calendar day unless otherwise specifically noted.

g. The term “Indemnified Parties” means the County and its Board of Supervisors, directors, officers, employees, agents, inspectors, construction managers, project managers, consultants, subconsultants, their employees, and the County’s Representative.

h. The term "County" means Stanislaus County.

i. The term "County’s Representative" means the Director of GSA/Purchasing Agent or designee. Upon Contractor's receipt of notice from the County of such replacement, Contractor shall recognize such person or firm as County’s Representative for all purposes under the Contract Documents.

j. The term "Project" means the total of the work and obligations agreed to be performed by Contractor under the Contract Documents, including but not limited to labor, equipment, materials, supplies, and taxes.

2. Contract Documents.

a. The Contract Documents, all of which are incorporated herein by this reference, consist of:

PART I:	**PART II:**	**PART III:**
Notice Inviting Bids Instructions to Bidders Public Works of Improvement Contract General and Special Conditions Payment Bond Performance Bond	**Exhibit A**: Technical Specifications and Construction Drawings **Exhibit B**: Insurance Requirements **Exhibit C:** Fee Schedule	Bid Proposal Addenda Subcontractor List Noncollusion Affidavit Contractor Certifications Bid Bond or other bid security Levine Act Disclosure

b. The Contract Documents also include insurance; bonds, notice to proceed; addenda issued; Change Orders; amendments; permits, and any other documents described as such within these Contract Documents.

c. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations or agreements, either written or oral. Contract Documents do not include: soils, geotechnical, or other reports, surveys, or analyses, which may be printed, bound or assembled within the Contract Documents or otherwise made available to Contractor for review or information under this Contract, unless specifically enumerated and directly incorporated herein. Such information is available to Contractor for information purposes only. Contractor shall be solely responsible for the interpretation of all such information, and County makes no representation or warranty as to the reliability or accuracy of any such information.

3. **Responsibility of Contractor.**

a. Contractor shall do all of the work and furnish all labor, materials, tools, equipment, appliances, bonds and insurance except as otherwise herein expressly stipulated, necessary, or proper for performing and completing the work herein required, including any Change Order work, disputed work or extra work directed by the County or County's Representative, within the time specified.

b. Contractor shall pay, when due, all valid claims of subcontractors, suppliers, and workmen with respect to the project.

4. **Examination of Contract Documents and Site of Work.** Each bidder shall examine carefully the site of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered. The submission of a bid shall be conclusive evidence that Contractor has satisfied itself through Contractor's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents.

5. **Pre-Construction Conference.** Prior to the start of work, a conference may be called by the County's Representative for the purpose of reviewing the construction program with Contractor. At this conference, the sequence of work, methods of access to the construction site and temporary facilities shall be reviewed by Contractor and County.

6. **Intent of Plans and Specifications or Scope of Work.** It is the intent of these Contract Documents that the work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents.

7. **Clarification of Contract Documents.** 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, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, Contractor shall apply to the County's Representative for such further explanations as may be necessary.

8. **Supplemental Drawings and Instructions.** In addition to the drawings incorporated in the Contract at the time of signing, the County may furnish such working drawings and supplemental instructions from time to time as may be necessary to make clear, or to define in greater detail, the intent of the Contract drawings and specifications. In furnishing such additional drawings and/or instructions, the County shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work. These working drawings and supplemental instructions shall become a part of the Contract Documents, and Contractor shall make its work conform to them.

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9. Beginning of Work.

a. Contractor shall not commence work until Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance.

b. When Contractor has started work on the Project, Contractor shall diligently prosecute the work to completion within the time limit provided in the approved schedule of work.

10. Schedule of Values, Cost Breakdown and Payments.

a. Upon the request of the County, prior to the first application for payment, Contractor shall submit to the County a cost breakdown of the Contract Sum. Contractor's cost breakdown shall utilize a "Schedule of Values" format approved by County. All progress payments shall be submitted using this percent complete form. The cost breakdown shall itemize, as separate line items, the cost of each work activity and all other costs, including warranties, record documents, insurance, bonds, overhead expenses, and the total allowance for profit, the total of which shall equal the Contract Sum. The cost breakdown shall include a separate line-item cost for each activity listed on Contractor's initial (as-planned) schedule. The cost breakdown, when accepted by the County, shall become the basis for determining the cost of work performed for Contractor's applications for payment.

b. On a monthly basis, Contractor shall submit to the County's Representative an itemized application for payment for the cost of the work in permanent place, as approved by the County's Representative, which has been completed in accordance with the Contract Documents. The application for payment shall be prepared in a form acceptable to the County and County's Representative and shall contain itemized amounts in accordance with the cost breakdown. The applications for payment shall not include requests for payment on account of changes which have not been completed or authorized by Change Orders, or for amounts Contractor does not intend to pay a subcontractor because of a dispute or other reason. By submission of an application for payment, Contractor represents to the County that all work for which Contractor is seeking compensation, has been performed in strict compliance with these Contract Documents. Upon request by the County, Contractor shall provide certified payroll documents, lien releases in the statutory forms, and updated schedule if necessary prior to making payment.

c. Contractor warrants that upon submittal of an application for payment, all work for which certificates of payment have been previously issued and payment has been received from County, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the work.

d. Approval of all, or any part, of an application for payment may be withheld, a certificate of payment may be withheld, and all or part of a previous certificate for payment may be nullified and that amount withheld from a current certificate for payment, on account of any of the following:

i. Defective work not remedied;
ii. Third-party claims against Contractor or the County arising from the acts or omissions of Contractor or subcontractors;
iii. Stop notices;
iv. Failure of Contractor to make timely payments due to subcontractors for material or labor;
v. A reasonable doubt that the work can be completed for the balance of the Contract Sum then unpaid;
vi. Damage to the County or others for which Contractor is responsible;

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vii. Reasonable evidence that the work cannot be completed within the Contract Time, and the unpaid balance of the Contract Sum would not be adequate to complete the work and cover the County's damages for the anticipated delay;
viii. Failure of Contractor to maintain, update, and submit record documents;
ix. Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
x. Performance of the work by Contractor without properly processed shop drawings;
xi. Liquidated damages assessed;
xii. Any other failure of Contractor to perform its obligations under the Contract Documents.

e. Within thirty (30) days of receipt of an approved payment application, the County agrees to pay Contractor, subject to all of the terms and conditions of these Contract Documents, an amount equal to ninety-five percent (95%) of the sum of the following (less any amounts withheld as permitted by the Contract Documents):

i. Cost of the work in permanent place as of the end of the preceding month as set forth and approved on the certificate for payment;
ii. Less amounts previously paid;
iii. Less amounts withheld by County as allowed in the Contract Documents.

f. Within sixty (60) after completion, the County agrees to pay the remaining contract balance, subject to offsets and withholdings under the Contract Documents.

11. Responsibility for Accuracy. Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which Contractor shall be responsible. Each subcontractor shall adjust, correct, and coordinate Contractor's work with the work of others so that no discrepancies will result in the whole work. Contractor shall be responsible for verifying that all information and data contained and set forth in all of Contractor's submittals that may be required by the Contract Documents, comply in all respects with the Contract Documents.

12. Effect of Inspection or Use. Neither the inspection by an inspector, County, County's Representative, Construction Manager, architect, engineer, or anyone acting in their behalf ("County Parties"), nor any measurement, approved modification, submittal, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the County or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved therein, or of any right to damages thereunder; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

13. Inspection.

a. All work performed, and all materials and equipment furnished under the Contract Documents shall be subject to the inspection and approval of the County Parties. They shall at all times have access to the work during its construction and shall be furnished with every reasonable facility and assistance for ascertaining that the materials and workmanship are in accordance with the requirements and intent of the Contract Documents.

b. Any work constructed or performed without inspection as provided above, except with the specific written consent or approval of the County's Representative or constructed or performed contrary to the instructions or orders of the County's Representative, or his or her authorized representative, must, if requested by the County's Representative, be uncovered for examination and properly restored at Contractor's expense.

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c. The inspection of the work by the County Parties does not relieve Contractor of any of Contractor's obligation to fulfill the Contract as prescribed.

d. Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents shall be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or approved and payment therefor may have been made.

e. Re-examination of any work may be ordered by the County's Representative, and such work must be uncovered by Contractor. Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the work does not conform to the Contract Documents.

f. Contractor shall, upon request and without delay, remove from the site of the Work, all debris, trash, excess construction materials, and rejected or condemned materials of any kind brought to, or incorporated in, the work.

14. **Use of Completed Portions.** The County shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.

15. **Means and Methods.** Neither the County's Representative nor the County Parties will have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

16. **Contract Time and Delays.**

a. Contractor agrees to complete all of its work required in the Contract Documents, or any subsequent revisions or modifications thereto, within the time specified in the Bid Proposal, subject to Change Orders increasing or decreasing the time specified.

b. It is agreed by the parties to this Contract that time is of the essence to the performance of this Contract by Contractor, and that in case all work called for under the Contract is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon extensions of time, damage will be sustained by the County.

c. The granting of an extension of time for the completion of the work on account of delays which, in the judgment of the County, are unavoidable delays, or granted for the performance of extra or additional work, shall in no way operate as a waiver on the part of the County of any of its rights under this Contract.

17. **Cost and Pricing.** All cost and pricing data submitted by Contractor to the County with respect to any work, change, prospective or completed, or any claim for extra compensation shall be a true, complete, accurate, and current representation of actual cost and pricing of the work. The cost of tools shall be without markup. The County's Representative or his or her authorized representative may require a formal certification as to cost and pricing data submitted by Contractor. Certification shall be in the form acceptable to the County.

18. **Proceed with Work.** Notwithstanding the making of any Claim or the existence of any dispute regarding the Contract Documents, Contractor shall not cause any delay, cessation, or termination in or of Contractor's

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performance of the work but shall diligently proceed with performance of the work in accordance with the Contract Documents.

19. **Access to Records.** The County Parties shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids and bids, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any Claim for which additional compensation has been requested or notice of potential Claim has been tendered. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at County's cost.

20. **Temporary Suspension of Work.** The County shall have the authority to suspend the work wholly or in part for such period as it may deem necessary, due to unsuitable weather, lack of adherence to safety regulations, or to any other conditions it considers unfavorable for the suitable prosecution of the work, or for such time as it may deem necessary, due to the failure on the part of Contractor to carry out orders given or to perform any provisions of the Contract, or for any other reason. Contractor shall immediately comply with such written order of the County to suspend the work wholly or in part.

21. **Termination.**

    a. Whenever, in the opinion of the County, Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence specified in the Contract; or if Contractor should refuse or fail to comply with laws, ordinances, or directions of the County's Representative; or if Contractor should fail to make prompt payments to subcontractors or for labor or materials; or otherwise be in breach of this Contract; the County may give written notice of at least five (5) calendar days to Contractor and Contractor's sureties that if the defaults are not remedied within a time specified in such notice, Contractor's control over the work will be terminated.

    b. Upon such termination or the County's declaration that Contractor is in default, the County may direct the surety to complete, or cause to be completed, the Contract work, or the County may direct that all or any part of the work be completed by day labor, or by employment of other contractors on informal contracts, or both. If the County directs the surety to complete or cause to be completed, the Contract work, Contractor's performance bond surety agrees to immediately undertake to complete or cause to be completed, all Contract work.

    c. If Contractor's control over the work is terminated as provided above, Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the County in finishing the work, plus all damages sustained, or to be sustained, by the County, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by Contractor for the work herein contemplated, the excess not otherwise required by these Contract Documents to be retained shall be paid Contractor. If the sum so expended exceeds the unpaid balance, Contractor and Contractor's surety are liable to the County for the amount of such excess. If the surety completes the Contract work as provided above, such surety shall be subrogated to money due under the Contract, and to money which shall become due in the course of completion by the surety. However, Contractor and Surety agree that any subrogation rights of surety are subordinate to and inferior to rights of County.

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d. The County reserves the right to terminate the work for its convenience upon written notice to Contractor. In such event, Contractor shall be paid its reasonable costs for that portion of the work performed to the date of termination, reasonable costs associated with demobilization, plus ten percent (10%) of all such costs for overhead and profit.

22. Final Inspection, Field Acceptance, And Acceptance. Contractor shall notify the County's Representative in writing of the completion of the work, and the County's Representative may inspect the work. Contractor will be notified in writing of any defects or deficiencies to be remedied prior to final acceptance. Within ten (10) calendar days of such notification, Contractor shall proceed to correct such defects or deficiencies. Final acceptance by the County shall cause the commencement of guarantee periods.

23. Cleaning Up.

a. Throughout the construction period or the performance of the work, Contractor shall keep the site of the work in a presentable and safe condition, dispose of any surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the work, to the satisfaction of the County's Representative and County.

b. Upon completion of the work, and prior to requesting final inspection, Contractor shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

24. Assignment. The performance of the Contract may not be assigned except upon written consent of the County, and no assignment shall be permitted which would relieve the original Contractor or Contractor's surety of their responsibilities under the Contract.

25. Compliance with Laws and Regulations. Contractor shall keep itself fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by Contractor or under him, to observe and comply with all applicable laws, codes, regulations, orders, and decrees which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. Particular attention is called to the following the Labor Code and Prevailing Wage requirements set forth in the Contract between County and Contractor.

26. Safety Requirements.

a. All General or Prime Contractors will be responsible for their employees and subcontractors. It will be up to them to enforce all safety regulations set forth by the County and Cal-OSHA. This will include all safety ware and equipment necessary to provide a safe work environment for all workers and the public in and around the job site.

b. The use of safety wear and equipment, such as eye protection, ear protection, and other required safety equipment will be strictly enforced.

c. Work areas will be marked off and safe paths provided for County employees and the general public.

d. Noise and dust will need to be contained and kept to a minimum when working in occupied areas and may require after hours work.

e. When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.

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f. All welding, cutting or brazing will require a fire-watch with a fire extinguisher.

g. All Contractors are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.

h. All Contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.

i. Material Safety Data Sheets for any materials used on the project are required per OSHA standards. No storage or disposal of hazardous materials on site is allowed.

j. For any work site/facility that is equipped with a security system, or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.

k. The Project Manager will explain all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.

l. Work attire will be neat and clean and will meet OSHA requirements.

m. A visitor identification badge will be worn at all times if within County's facilities if required by County.

n. The County has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.

27. Reporting Requirements.

a. Failure to deliver to the County specific information, records, reports, certifications, or any other documents required for compliance with these Contract Documents shall be considered noncompliance. If found by the County to be in noncompliance, Contractor shall correct specific deficiencies and make immediate corrections. Monetary deductions may be made for failure to effect corrections or delinquencies.

b. Deductions for noncompliance will be in addition to all other deductions provided for in this Contract and will apply irrespective of the number of instances of noncompliance. Deductions may be made separately and additively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

28. Protection of Workers.

a. Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health and any other governing body having jurisdiction over the work. Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist or that the County's Representative may indicate. Failure of the County's Representative to suspend the work or notify Contractor of the inadequacy of the safety precautions or noncompliance with the law shall not relieve Contractor of this responsibility.

b. In the event this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design plan showing the design of shoring, bracing, sloping, or other

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provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches pursuant to applicable laws and regulations.

c. When requested by County or required by safety regulations, Contractor shall submit a proposed safety program which outlines the precautions to be taken by contractor to ensure the safety of County employees and the public.

29. Protection of Materials and Equipment. Contractor shall protect the work, materials, and equipment from damage due to the nature of the work, the action of the elements, trespassers, or other causes. Contractor shall properly store materials and equipment, and erect such temporary structures as are required to protect them from damage, including, but not limited to, construction fencing.

30. Sanitary Provisions. The necessary sanitary conveniences for the use of the workers on the project, properly obscured from public observance, shall be provided and maintained by Contractor.

31. Existing Utilities.

a. It is recognized by Contractor that the location of existing utility facilities as shown on Contract drawings and specifications are approximate; their exact location is unknown.

b. Contractor agrees and is required to coordinate and fully cooperate with the County and utility owners for the location, relocation, and protection of services and utilities. Contractor's attention is directed to the existence of services and utilities, underground and overhead. Contractor shall make arrangements with utility owners and Underground Service Alert (USA) for the location of all service or utility lines in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility County or Contractor.

c. In accordance with Section 4215 of the Government Code of the State of California, the County shall make provisions to compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. In the event Contractor discovers utilities not identified in the Contract Documents, Contractor shall immediately notify the County's Representative and the utility County by the most expeditious means available and later confirm in writing.

d. It is understood and agreed that the failure of Contractor or its subcontractor to comply fully with these provisions constitutes failure of Contractor to exercise reasonable care and precludes Contractor's recovery from County for any related costs or damages.

32. Cooperation.

a. The County may perform other work adjacent to or within the project area, concurrent with Contractor's operations. Contractor shall cooperate fully with County in all operations which coincide with other work being performed, and provide County with such scheduling and other information as may be required by County to perform such other work. Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with Contractor.

b. Any disputes or conflicts which may arise between Contractor and any other forces or contractors retained by the County, causing delays or hindrance to each other, shall be referred to the County's Representative for resolution.

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c. If the work of Contractor is delayed because of any acts or omissions of any other forces or other contractor, Contractor shall on that account have no claim against the County other than for an extension of time.

33. **Air Pollution Control.** Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified State of Federal law, and the San Joaquin Valley Air Pollution Control District. Unless otherwise provided in the Contract Documents, material to be disposed of shall not be burned.

34. **Water Pollution.** Contractor shall comply with all rules, regulations, ordinances, and statues (including County Code Section 14.14) which apply to water pollution, including but not limited to, erosion control. When required by law, Contractor must prepare a Storm Water Pollution Prevention (SWPP) Plan prior to beginning Work. The SWPP must include, as a minimum, the method for protecting all storm drains and waterways adjacent to the demolition area and/or other Work areas.

35. **Sound Control Requirements.** Contractor shall comply with all sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

36. **Protection Against Patent Claims.** Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

37. **Weekend, Holiday, And Night Work.** No work shall be done between the hours of 5:00 PM and 8:00AM, or on Saturdays, Sundays or legal holidays, except with written permission of the County's Representative. Requests to work between these hours, or on Saturdays, Sundays or legal holidays, must be submitted in writing at least two working days in advance of the intended work. In case of an emergency, Contractor will be allowed to work at night or on Saturdays, Sundays or legal holidays but must notify the County's Representative immediately. An emergency shall be considered an unforeseen event that poses a danger to the public or to the uncompleted work. It is understood, however, that two or three shift operations may be established as a regular procedure by Contractor if Contractor first obtains written permission from the County and County's Representative. Such permission may be revoked by the County or County's Representative at any time, without cause, or if Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work or fails to provide sufficient artificial light to permit the work to be carried on properly and safely and to permit proper inspection.

38. **Overloading.** Contractor shall determine safe loading capacities and shall not overload any structure beyond its safe capacity during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, Contractor shall repair to the County's Representative's satisfaction or reimburse the County for the costs of repairing damage resulting therefrom.

39. **Liability of Officials.** Neither the County, the County's Representative, nor any officers, employees, agents, or representatives of the County, nor any of them, shall be responsible for any liability arising under this Contract, except with respect to such obligations as are expressly set forth herein.

40. **Contractor Not an Agent of County.** The right of general supervision shall not make Contractor an agent of the County, and the liability of Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

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41. **Assignment of Antitrust Actions.** Pursuant to Section 4552 of the Government Code of the State of California, contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), or under 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.

42. **Property Rights in Materials.** Nothing in this Contract shall be construed as vesting in Contractor any right of property in the materials used, after they have been installed, attached, or affixed to the work, but all such materials shall be the property of the County and cannot be removed from the work without the consent of the County.

43. **Contractor's Equipment.** Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work, including completion within the time allotted. Only equipment suitable to produce the quality of work required will be permitted to operate on the project, and specific types of equipment may be requested on component parts of the work. In any case where the use of a particular type or piece of equipment has been banned, or in cases where the County's Representative has condemned for use on the work, any piece or pieces of equipment, Contractor shall promptly remove such equipment from the site of the work. Failure to do so within a reasonable time may be considered a breach of contract.

44. **Claims.**

    a. A Claim is any request by Contractor to adjust, alter, modify, or otherwise change the Contract Sum or the Contract Time, or both. A Claim must be stated with specificity, including identification of the event or occurrence giving rise to the Claim, the date of the event, and the asserted effect on the Contract Sum and the Contract Time, if any. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract Time shall include scheduling data demonstrating the impact of the event on the critical path and completion of the Project. Adequate supporting data for a Claim for an adjustment in the Contract Sum shall include a detailed cost breakdown of items included within the Claim and documentation supporting each item of cost.

    b. The parties agree that the County's exercise of its rights to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of Contractor to adjustments of the Contract Time and the Contract Sum, based on changes ordered in the work or suspension of the work, shall be solely governed by this provision.

45. **False Claims.**

    a. California Penal Code Section 72, provides that any person who presents for payment with intent to defraud any County, board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars ($10,000.00) and/or imprisonment in the state prison.

    b. Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages, plus a civil penalty, plus costs. All Claims by Contractor, shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

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46. Public Contract Code Section 9204. Public Contract Code section 9204 provides:

PCC 9204 (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency….

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

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(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, Contractor shall notify the subcontractor in writing as to whether Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

47. **Resolution of Construction Claims** (Public Contract Code Section 20104 - 20104.6). This section applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency. (b) (1) “Public work” means “public works contract” as defined in Section 1101. “Claim” means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency. The provisions of Public Contract Code Section 20104 through Section 204104.6 are incorporated herein by this reference.

48. **Government Claim.** Contractor shall present any claim prescribed by Government Code Section 910 within one year of the last breach of the contract (Government Code Section 911.2). This claim is in addition to all of the claim process required under this contract.

49. **Miscellaneous Provisions.**

a. Contractor is subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the contract being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include,

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but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

b. Contractor, its contractors and subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace by taking the actions required under Government Code Section 8350.

c. Contractor affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

d. During the performance of this Contract, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Contract because of race, religious creed, color, national origin, ancestry, ethnic group identification, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.); and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Contractor shall comply with 13 CCR Section 2449 regarding In-Use of Off-Road Diesel Fuel Fleets all related reporting requirements.

e. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) and California accessibility laws in performing its obligations under this Contract. In particular, if Contractor is providing services, programs or activities to employees or members of the public as part of this Contract, Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability.

f. All bids become public information after the opening of Bids, with the exception of those portions of a proposal that are identified at the time of the submittal by the Proposer as "Confidential" or "Proprietary" and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statues and regulations.

g. For goods, equipment and/or services, the County reserves the right to extend the terms, conditions, and prices of this contract to other local agencies or other County departments who express an interest in piggybacking on this contract. Each of the piggyback institutions or departments will issue their own purchasing documents for the goods, equipment and/or services. Contractor agrees that County shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

h. This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of County, in the same manner as if such parties had been expressly named herein.

i. This Contract shall be governed by the laws of the State of California.

j. If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

k. The Contract Documents constitute the full and complete understanding of the parties, and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

l. All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this contract.

m. Contractor agrees to assign to the County all its first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by County in writing, and only as to those subcontracts which County designates in writing. Such assignment is part of the consideration to the County for entering into the Contract with Contractor and may not be withdrawn.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

SPECIAL CONDITIONS

1. Permits and Licenses.

The Contractor shall be responsible for securing all necessary permits for this project.

2. Special Testing or Inspections.

Contractor shall procure all other permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor. Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

2. Hours of Work.

Regular working hours are defined as up to 10 hours per day, Monday through Saturday, beginning no earlier than 6:30 A.M. and ending no later than 4:30 P.M., unless otherwise approved by the County's Representative and excluding Sundays and Owner observed Holidays.

3. Guarantee.

a. Should any failure of the work occur within a period of two (2) years after recordation of the notice of completion of the project or portions thereof or within any designated warranty period, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at Contractor's expense.

b. The County is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after Contractor is given written notice of such failure and without notice to the surety provided, however, that in case of emergency where, in the opinion of the County, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs thereof.

4. Temporary Structures.

Contractor shall assume responsibility for temporary structures used to implement construction such as shoring and scaffolding.

5. Safety Requirements.

a. All General or Prime Contractors will be responsible for their Employees, and subcontractors. It will be up to them to enforce all safety regulations set forth by the County and Cal-OSHA. This will include all safety ware and equipment necessary to provide a safe work environment for all workers and the public in and around the job site.

b. The use of safety wear and equipment, such as eye protection, ear protection, personal gas monitors, and other required safety equipment will be strictly enforced.

c. Work areas will be marked off and safe paths provided for County employees and the general public.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

d. Noise and dust will need to be contained and kept to a minimum when working in occupied areas and may require after hours work.

e. When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.

f. All welding, cutting or brazing will require a fire-watch with a fire extinguisher.

g. All Contractors are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.

h. All Contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.

i. Safety Data Sheets for any materials used on the project are required per OSHA standards. No storage or disposal of hazardous materials on site is allowed.

j. For any work site/facility that is equipped with a security system, or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.

k. The Project Manager will explain all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.

l. Work attire will be neat and clean and will meet OSHA requirements.

m. A visitor identification badge will be worn at all times if within County's facilities if required by County.

n. The County has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.

6. 13 CCR § 2449. REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS

Regulations Re: In Use Off-Road Diesel Fueled Fleets

Introduction

Amendments to the California Code of Regulations, Title 13, Chapter 9, Article 4.8 Section 2449, were approved by the California Air Resources Board (CARB) in 2022 (2022 amendments) to the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation or regulation) incorporate new contracting requirements. CARB added the contracting requirements to establish a proactive check at the onset of a project or at contract renewal to encourage fleets to comply with the regulation. Contracting requirements also safeguard against the unfair monetary advantage of noncompliance and thus help level the playing field for all fleets.

Contractor and its subcontractors shall comply with all applicable CARB laws and regulations, including but not limited to Off-Road Regulations.

Contracting Requirements [*Section 2449(i)*]

For a project involving the use of vehicles subject to the Off-Road Regulations, the prime contractor must obtain copies of the valid Certificates of Reported Compliance, as described in Off Road

Regulation section 2449(n), for the fleet selected for the contract and their listed subcontractors, if applicable. All Certificates of Reported Compliance must be submitted to the County in the sealed envelope with the Contractor's bid or prior to award.

The County will keep a copy of the Certificates in its records for a period of three years.

Additional Prime Contractor Obligations [*Section 2449(j)*]

Beginning January 1, 2024, prime contractors are also subject to the requirements described in section 2449(j)(1) -- (2) below, in addition to the contracting requirements in section 2449(i).

(1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.

(2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.

(3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report the following information to CARB at https://calepacomplaints.secure.force.com/complaints/Complaint, or email dieselcomplaints@arb.ca.gov, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery:

(A) The date on which the prime contractor discovered the fleet's lack of a valid Certificate of Reported Compliance or observed the noncompliant vehicle;

(B) The fleet's Responsible Party name;

(C) The fleet's business address;

(D) The fleet's business email, if known;

(E) The fleet's business phone number, if known;

(F) The DOORS fleet ID number of the fleet, if known;

(G) The location of the job site on which the fleet or the noncompliant vehicle is operating or had operated, if applicable; and

(H) A statement specifying whether the fleet or vehicle is continuing to operate at the job site, if applicable.

(4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

(5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) "Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

(C) "How to Report Observed Noncompliance

If you have information regarding possible violations of the In-use Off-road Diesel Regulation, fill out a complaint form at https://calepacomplaints.secure.force.com/complaints/Complaint, or email dieselcomplaints@arb.ca.gov the following information:

1. The name of the party that is responsible for the vehicle that was observed to be noncompliant;

2. The Business's name;

3. The job site location (including address, city, and Zip, or coordinates);

4. The following information for the vehicle you observed to be noncompliant:

    a. EIN, if observed;

    b. A description of the vehicle type if the EIN is unknown; and

    c. Photos of the vehicle, where possible; and

5. A description of the noncompliance you observed."

(D) "For more information on the Off-Road Regulation, including Fact Sheets, Frequently Asked Questions (FAQs), and DOORS User Guides, please visit the Off-Road Zone at http://arb.ca.gov/offroadzone."

-See attached signage approved by CARB-

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

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CALIFORNIA AIR RESOURCES BOARD

In-Use Off-Road Diesel-Fueled Fleets Regulation

Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets).

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2. The Business's name;
3. The job site location (including address, city, and Zip, or coordinates);
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   a. EIN, if observed;
   b. A description of the vehicle type if the EIN is unknown; and
   c. Photos of the vehicle, where possible; and
5. A description of the noncompliance you observed.

For more information on the Off-Road Regulation, including Fact Sheets, Frequently Asked Questions (FAQs), and DOORS User Guides, please visit the Off-Road Zone at *arb.ca.gov/offroadzone*.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

FORM OF BOND

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Stanislaus ("County") has awarded to Tetra Tech BAS, Inc. as Principal, a Contract dated the_____ day of _____, 2025 (the "Contract"), titled the Stanislaus County 2025 Gas Collection and Control System Expansion Project at the Fink Road Landfill in the amount of $908,835.00 which Contract is by this reference made a part hereof.

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____as Surety, are held and firmly bound unto County in the sum of 100% OF THE CONTRACT PRICE ($908,835.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by County, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with California Mechanic's Lien Law and related construction remedies including stop notices.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing County's rights against the other.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal Contractor: _____
[Principal's Full Name]
[Principal's Title]
[Company/Organization Name]
[Company/Organization Address]
[City, State, ZIP Code]
[Phone Number]
[Email Address]
[Date]

(Corporate Seal)

Surety: _____
[Surety's Full Name]
[Surety's Title]
[Surety Company Name]
[Surety Company Address]
[City, State, ZIP Code]
[Phone Number]
[Email Address]
[Date]

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

Note: The signatures of both the surety and the contractor must be notarized.

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

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 _____ §

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

NOTE: This acknowledgment is to be completed for the Contractor's authorized representative who signed the Contract.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

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 _____ §

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF DOCUMENT

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Stanislaus ("County") has awarded to Tetra Tech BAS, Inc. as Principal, a Contract dated the_____ day of _____, 2025 (the "Contract"), titled Stanislaus County 2025 Gas Collection and Control System Expansion Project at the Fink Road Landfill in the amount of $908,835.00 which Contract is by this reference made a part hereof.

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the performance of the work as provided by law;

NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____as Surety, are held and firmly bound unto County in the sum of 100% OF THE CONTRACT PRICE ($908,835.00) ("Penal Sum"), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the County, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract Documents during the original term and any extensions thereof as may be granted by the County, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract Documents, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract Documents made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the County as stipulated in the Contract Documents, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship, then the obligations of Surety hereunder shall continue so long as any such obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

In furtherance of the above, Principal and Surety hereby additionally agree:

1. Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Principal completely and properly performs all of its obligations under the Construction Contract, Surety and Principal shall have no obligation under this Bond.

3. If there is no County Default, Surety's obligation under this Bond shall arise after:

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

3.1. The County provides Surety with written notice that the County has declared a Principal Default under the Construction Contract pursuant to the terms of the Construction Contract; and

3.2. The County has agreed to pay the Balance of the Contract Sum:

3.2.1. To Surety in accordance with the terms of this Bond and the Construction Contract; or
3.2.2. To a Principal selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When the County has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

4.1. Arrange for Principal, with consent of the County, to perform and complete the Construction Contract (but the County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below; or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Principal as its agent or independent contractor or Contractor without the County's consent; or

4.3. Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to the County for a contract for performance and completion of the Construction Contract and, upon determination by the County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by the County and the contractor or Principal selected with the County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to the County the amount of such excess; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Principal, and with reasonable promptness under the circumstances and, after investigation and consultation with the County, determine in good faith its monetary obligation to the County under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to the County with full explanation of the payment's calculation. If the County accepts Surety's tender under this Paragraph 4.4, the County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Principal Default, as agreed by the County and Surety at the time of tender. If the County disputes the amount of Surety's tender under this Paragraph 4.4, the County may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times the County shall be entitled to enforce any remedy available to the County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.

6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4 above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Principal's Construction Contract obligations. Surety's obligations include, but are not limited to:

6.1. Principal's obligations to complete the Construction Contract and correct Defective Work;

6.2. Principal's obligations to pay liquidated damages; and

6.3. To the extent otherwise required of Principal under the Construction Contract, Principal's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Principal Default.

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4,3, or 4.4 above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from the County to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Principal Default. To the extent Surety's independent default causes the County to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which the County is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.

8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.

9. No right of action shall accrue on this Bond to any person or entity other than the County or its successors or assigns.

10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any the County action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any County action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is a County Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between the County and Principal regarding the Construction Contract, or in the Superior Court of the County of Stanislaus, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from the County to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12. All notices to Surety or Principal shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to the County shall be mailed or delivered as provided in the Contract Documents. Actual receipt of notice by Surety, the County or Principal, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1. Balance of the Contract Sum: The total amount payable by the County to Principal pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

14.2. Construction Contract: The agreement between the County and Principal identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3. Principal Default: Material failure of Principal, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the General Conditions.

14.4. County Default: Material failure of the County, which has neither been remedied nor waived, to pay Principal progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Principal Default and is sufficient to justify Principal termination of the Construction Contract.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____ , 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

Note: The signatures of both the surety and the contractor must be notarized.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal Contractor: _____
[Principal's Full Name]
[Principal's Title]
[Company/Organization Name]
[Company/Organization Address]
[City, State, ZIP Code]
[Phone Number]
[Email Address]
[Date]

(Corporate Seal)

Surety: _____
[Surety's Full Name]
[Surety's Title]
[Surety Company Name]
[Surety Company Address]
[City, State, ZIP Code]
[Phone Number]
[Email Address]
[Date]

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

Note: The signatures of both the surety and the contractor must be notarized.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

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 _____ §

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

NOTE: This acknowledgment is to be completed for the Contractor's authorized representative who signed the Contract.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

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 _____ §

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF DOCUMENT

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

PART II

EXHIBIT A

TECHNICAL SPECIFICATIONS AND CONSTRUCTION DRAWINGS
[See Attached]

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

2025 LANDFILL GAS COLLECTION AND CONTROL SYSTEM EXPANSION – TECHNICAL SPECIFICATIONS
Fink Road Landfill

Stanislaus County Department of Environmental Resources
Landfill Division
4000 Fink Road
Crows Landing, CA 95313

SCS ENGINEERS

01219010.00 | April 4, 2025

3117 Fite Circle, Suite 108
Sacramento, CA 95827
916-361-1297

SCS ENGINEERS

PROJECT SEALS



I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of California.

Maura Dougherty

Maura Dougherty, P.E. 04/04/2025
California License No. 68966
Expires 12/31/2025

Specifications covered by this seal:
All Specification Sections

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

DIVISION 01

GENERAL REQUIREMENTS

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

SECTION 01 10 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 PROJECT DESCRIPTION

A. The project work to be performed by the Contractor consists of furnishing all labor, materials, equipment, tools, transportation, services, incidentals, and performing all work necessary to complete the project, in place and ready for service in accordance with the Plans and Specifications prepared therefore and entitled "2025 Landfill Gas Collection and Control System Expansion Design at the Fink Road Landfill". The work generally includes but is not limited to the following items:

1. Construction staking/system layout/surveying prior to construction.

2. Installing below-grade high-density polyethylene (HDPE) landfill gas (LFG) extraction wells.

3. Connection of the Landfill Gas Collection and Control System (GCCS) Expansion to the existing GCCS infrastructure.

4. Installing below grade and above-grade HDPE LFG laterals and header, air supply line, and liquid conveyance line. Header appurtenances also to be installed include, but are not limited to, sumps, isolation valves, and blind flanges.

5. Installing isolation valves at locations as shown on the Contract Drawings, liquid conveyance cleanouts, and air release valves.

6. Backfill of clean soil and gravel as specified (Contractor is responsible for procurement and cost of gravel, clean soil shall be obtained from on-site stockpile).

7. Installing gas wellheads, including fittings, valves, tubing, hoses, clamps, and related appurtenances.

8. Supplying and installing new pumps, including tubing, clamps, and related appurtenances.

9. Repairing access roads in areas impacted by construction activities.

10. Conformance surveying (by Others or Contractor, at the discretion of the County).

11. Providing survey documentation LFG Design Engineer for review and approval. Providing as-built documentation (record drawings).

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

12. Construction Quality Assurance (CQA) shall be the responsibility of the Owner and CQA Consultant who will act as the Owner's representative. The CQA Consultant is a party independent of the Contractor and is responsible for field-testing, observing, and documenting activities related to the construction documents. The CQA Consultant will provide a part time Construction Quality Assurance Representative (CQAR) who will observe construction activities at critical junctures with support from County personnel.

1.02 CONTRACTOR QUALIFICATIONS

The Successful Contractor on this project shall be required to perform a minimum of 50% of the work (labor) on this project. All landfill GCCS Work must be performed by a California licensed and registered General Contractor with a minimum of 3 years' experience in construction and installation of landfill GCCS, which has successfully installed the specific product herein for at least 3 projects in the past 5 years of similar size and function. Included with each proposal shall be a list of the 3 similar projects performed within the past 5 years that demonstrates the minimum experience requirement. The information included for each project submitted shall be the following:

1. Project name and description of scope of work
2. Project year
3. Owner
4. Project contact with telephone number
5. Amount of material installed
6. Amount of work in dollars

1.03 WORK SEQUENCE

Construction work is to be sequenced to accommodate work with any other contractors on site or Owner forces. Work shall be sequenced so that no existing vertical extraction wells, or sections of the GCCS, are taken offline for an extended period (more than 4 hours) at any time during the Work. Contractor is to install new sections of GCCS prior to connections and tie-ins to existing GCCS components. The proposed GCCS expansion shown shall be brought online for monitoring per County Contract requirements.

1.04 CONTRACTOR USE OF PREMISES

A. The land available for the Contractor's use during the performance of the project will be limited to the area as shown on the Contract Drawings and identified as "Contractors Storage/Laydown Area." The exact area will be

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

determined during the pre-construction meeting with the coordination of the Owner and Contractor.

B. Work Days: Work hours and days specified in the Owner Bid/Contract Documents.

C. Access: No later than 10 days after notice to proceed, the Contractor shall arrange with the Owner a sequence of procedures, means of access, space for storage of materials and equipment, and use of approaches and roadways. Contractor's use of the premises shall be confined to the areas approved by the Owner.

D. Smoking: Smoking is prohibited at the Fink Road Landfill.

E. Contractor shall not dispose any refuse on site without approval of the Owner and in accordance with Section 02 41 16, Refuse Handling, Storage, and Disposal.

F. Areas outside the limits of construction that have been disturbed by the Contractor shall be returned to its original condition, or better, upon completion of the work at no additional cost to the Owner.

G. Contractor shall coordinate with the Owner for available area to locate Contractor's trailer. Non-potable water, septic, and electrical services are the responsibility of the Contractor. If using the electrical service, the Contractor is responsible for coordinating with the electric company for any connections and pay for electrical services at no additional cost to the Owner.

1.05 WORK HOURS

A. Regular working hours are defined as up to 9 hours per day, Monday through Saturday, beginning no earlier than 8:00 a.m. and ending no later than 5:00 p.m., excluding Sundays and Owner observed Holidays.

B. Requests for approval by the Owner to work other than regular working hours must be submitted to the Owner at least 48 hours prior to any proposed weekend work or extended work-week hours.

C. Periodic unscheduled work hours on weekdays will be permitted provided that 24 hours notice is provided to the Owner. Maintenance and cleanup may be performed during hours other than regular working hours.

1.06 OWNER OCCUPANCY AND LANDFILL OPERATIONS

A. The Contractor shall cooperate with the Owner during construction operations to minimize conflicts with Owner work and facilitate Owner usage. The Contractor shall perform the work so as not to interfere with the Owner's operations, maintenance, environmental monitoring, and other Owner activities at the site.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

1.07 SITE CONDITIONS

A. Existing Grades: The existing grades may vary from those indicated on the Plans due to landfill settlement and ongoing filling operations.

B. Existing Features: Contractor shall field verify the location of existing features. Existing features include but may not be limited to the following: stormwater drainage structures and underground pipes, stormwater terraces and swales, leachate collection system cleanouts, sumps, pump stations, electrical panels, forcemain, utilities, roads, guardrails, drainage culverts, monitoring wells and piezometers, fences, and buildings.

C. Preconstruction Survey - The Contract Documents require the Contractor to prepare a preconstruction survey prior to beginning work. Refer to Section 01 50 00 Site Conditions Surveys for requirements.

D. The Contractor shall enforce safety procedures to minimize hazards to workers, the public, and the environment.

1.08 LINES AND GRADE

A. All work shall be done to the lines, grades, and elevations shown on the Contract Drawings.

B. Topographic survey information (north, the grid, and the coordinates shown) is referenced to the NAD83 California State Plane, Zone 3 Coordinate System. Basic horizontal and vertical control points have been established. These points shall be used as datum for the work. All additional survey, layout, and measurement work shall be performed by the Contractor as a part of the work.

C. The Contractor shall provide experienced instrument personnel, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement work. In addition, the Contractor shall furnish, without additional cost to the Owner, competent personnel from its force and such tools, stakes, and other materials as the Engineer may require in establishing or designating control points, checking survey, layout, and measurement of work performed by the Contractor.

1.09 ERRORS AND/OR OMISSIONS IN PLANS AND SPECIFICATIONS

A. The intent of the Specifications is to outline or indicate the items of work, or both, which cannot be readily shown on the Drawings and, further to indicate the types and qualities of materials. Drawings and specifications shall be considered as being complimentary and items or work mentioned or indicated in one and not in the other shall be included as if mentioned in both. Should Drawings disagree in themselves or with the Specifications the better quality

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or greater quantity of work or materials shall be estimated upon, and shall be provided.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

SECTION 01 20 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Contractor shall receive and accept the compensation provided in the Contract as full payment for furnishing all labor, equipment, and materials for performing all construction/operations necessary to complete the work as described in the Contract; in full payment for all losses or damages incurred during the work; and for any discrepancies between actual and estimated quantities, or from any unanticipated difficulties which may arise during the work until final acceptance by the Owner.

B. Payment for the various items on the Contractor's Bid Form, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles and for all labor, operations, supervision, overhead, and profit, and incidentals appurtenant to the items of work being described as necessary to complete the various items of the work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor.

C. No separate payment will be made for any item that is not specifically set forth on the Contractor's Bid Form and all costs therefore shall be included in the prices named on the Contractor's Bid Form for the various appurtenant items of work. Payment for complying with the safety requirements for construction on the work site shall be included in the contract unit price paid for the various items of work wherein it is required, and no separate payment will be made therefore.

D. No direct or separate payment will be made, outside of Contractor's Bid Form, for the following: providing miscellaneous temporary or accessory materials or equipment, temporary works, temporary construction facilities, Contractor's project management, superintendence, or similar costs for subcontractors or suppliers; bonds or insurances; schedules and schedule updates; coordination with Owner and site operations; other contractors, utility owners, owners of transportation facilities, adjacent property owners or occupants, authorities having jurisdiction, subcontractors and suppliers, information technology systems required by the Contract Documents; submittals; photographic documentation; project meetings; Contractor's compliance with environmental procedures; professional services; obtaining and complying with permits and licenses; temporary utilities; temporary lighting; temporary fire protection; temporary enclosures and HVAC; temporary sanitary facilities; temporary first-

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

aid facilities and services; Contractor's field offices and sheds; temporary vehicular access and parking; traffic control ; temporary controls (erosion and sediment, noise, stormwater, surface water, groundwater, pollution controls, dust control, pest and rodent control, odor control, and other temporary controls required by the Contract Documents; temporary security for the Work; temporary barriers; project signage (when required elsewhere in the Contract Documents); delivering, handling, and storing materials and equipment to be incorporated into the Work; layouts and surveys for the Work; construction equipment, machinery, tools, and vehicles; safety and protection; Site maintenance during construction; cleaning and removal and disposal of waste and debris; checkout and startup; testing and other quality control activities required by the Contract Documents; record documents, operation and maintenance data; warranties; spare parts and extra materials required by the Contract Documents; instruction of facility personnel as required by the Contract Documents; commissioning (when required elsewhere in the Contract Documents); Contractor's correction period, Contractor's general warranty and guarantee; Contractor's indemnification obligations; other labor, cost, or effort required by the Contract Documents.

E. The total Bid Amount shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment and tools; including all costs and expenses for taxes, commissions, transportation charges and expenses, permit fees, patent fees, royalties, handling and tests; and performing all necessary labor and supervision to fully complete the work shall be included in the bid. All work not specifically set forth as a pay item on the Contractor's Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the unit prices bid and/or the lump sum prices.

F. The quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Contractor's Form, Contractor shall include the cost for that work in some other applicable Bid Item, so that the bid for the project does reflect the total price for completing the work in its entirety.

G. All estimated quantities stipulated on the Contractor's Bid Form are approximate and are to be used only (a) as a basis for estimating the probable cost of the work and (b) for the purpose of comparing the bids submitted for the work. The actual amounts of work done and materials under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished unless it exceeds the estimated quantities in which case a change order must be approved prior to payment for quantities exceeding the estimated quantity.

H. The Contractor shall field verify all quantities and dimensions shown on the Drawings or contained in the Contract Specifications.

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I. The Contractor shall be responsible for establishing contracts with its subcontractors, which have a measurement and payment in accordance with this Section. If the Contractor establishes a contract with its subcontractors, which is in conflict with this Section, any additional cost incurred will be borne by the Contractor.

J. Restoration is not a separate pay item but is considered an integral part of the work under the contract, and all contract bid prices include the cost of restoration necessitated by the work related to that bid item. Restoration includes existing structure and property, paving, stabilized roads, drainage piping and ditches, catch basins, head walls, yard culverts, driveways, lawns and ground areas, walkways, and irrigation systems, which are altered, removed or damaged during construction. Cleanup is an integral part of restoration.

1.02 COMPUTATION OF QUANTITIES

A. Measurement of quantities expressed as area shall be based upon a horizontal, planimetric projection to the work limits as determined by survey record drawings prepared by a surveyor licensed in the State of California. Cost of surveying shall be paid by Contractor, and incorporated into Bid Items, as appropriate.

B. Measurement of linear items will be for quantities actually field installed to the specified work limits, based upon surveyed stations recorded along the straight or curved centerline of each respective Item. Measurement conducted by survey is to be conducted by the Contractor's approved surveyor licensed in the State of California.

C. Measurement of each items will be for quantities actually field installed to the specified requirements, based upon surveyed location of each respective Item. Measurement conducted by survey is to be conducted by the Contractor's approved surveyor licensed in the State of California.

D. Payment will be made to the limits as specified in the Contract Documents. If the constructed limits are less than the specified limit, payment will be made to the actual limits of construction as shown on the Record Drawings. Payment for quantities that exceed the specified contract limits will only be made with the approval of the Owner with acceptable supporting documentation from the Contractor. Payment for quantities that exceed the Contract quantities can only be obtained through an approved Change Order.

E. No partial payments shall be made for the installation of items which have not been tested and approved by the Engineer.

F. Payment will be made monthly until completion of each unit price item based on quantity completed by Contractor and verified by the Engineer. Final payment will be based on quantity calculated from Record Drawings prepared

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by a surveyor licensed in the State of California and confirmed by field measurement by the Engineer.

G. Payment for Lump Sum items will be made as described for each individual lump sum Bid Item. The Contractor shall not rely on the estimated quantities given but shall instead estimate all quantities for the item independently for the basis of their bid. No claim shall be made by the Contractor for deviations between the Contractor's estimated quantity and the Engineer's estimated quantity including the quantity required to complete the Work. The Contractor shall base their bid solely on the Contractor's independently estimated quantity.

1.03 VARIATIONS IN ESTIMATED QUANTITIES

A. The quantities given in the Contract Documents are approximate and are given as a basis for the uniform comparison of bids. The Owner does not expressly, or by implication, agree that the actual amount of work will correspond therewith.

B. The Contractor must provide, for unit price work, a proposed contract price determined on the basis of estimated quantities required for each item. The estimated quantities of items are not guaranteed and are solely for the purpose of comparing bids. Each such unit will be deemed to include an amount for overhead, profit and indirect costs for each separately defined item.

1.04 BID FORM

A. The Bid Form for the items contained within this Section can be found in the contract documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT - REQUIRED

A. Item No. 001 – Mobilization / Demobilization (Lump Sum)

Measurement. Measurement for this item shall be on a lump sum basis based on percentage of work completed. Mobilization and Demobilization should not exceed 10% of the total contract value unless otherwise stipulated in the Contract Documents.

Payment. Payment for this item shall be on a lump sum basis as described below. No price adjustments will be made for this item due to changes in the work. Item includes, but not limited to, the performance of preparatory paperwork and construction operations, movement of personnel and equipment to the project site, safety equipment, furnishing, and installing at

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the beginning of the project, as well as removing and disposing at the conclusion of the project, required facilities to begin work on a substantial phase of the Contract.

The Contract Price for mobilization/demobilization shall be subject to the following provisions:

a. Partial payments for mobilization/demobilization will be made in accordance with the following schedule.

Condition or Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item (%)
Submittal/completion of items listed in Section 01 30 10 prior to construction	25
10 percent total contract amount earned	40
25 percent total contract amount earned	60
50 percent total contract amount earned	80
100 percent total contract amount earned	100

The final payment for mobilization/demobilization will not be made until all temporary facilities, excess materials, temporary erosion and sedimentation controls, equipment, and appurtenances used to perform the Work and all remaining construction debris have been removed from the site. Additionally, this shall include the submittal of all final record drawings, record survey, project photos, release of liens, warranties, and other incidentals as specified as requirements of project close-out.

B. Item No. 002 – Project Survey (Lump Sum)

Measurement. Measurement for the Work specified in this item shall be based on the schedule below for payment and all Items related to survey the Work shall be included in the Lump Sum price. Project Survey shall not exceed 3% of the total contract value unless otherwise stipulated in the Contract Documents.

Payment. Payment for this item shall be on a lump sum basis as described below. No price adjustments will be made for this item due to changes in the work. This item will consist of all surveying and control required by the Contract Documents. Surveying shall be performed as described in the technical specifications. This work includes establishment of appropriate local site benchmarks, baseline surveys, location of utilities, stakeout of elevation and positional information required to complete the construction, progress payment surveys, and obtaining all survey information required to compile

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Record (As-Built) Drawings as required by the Contract Documents. As-built drawings must be signed and sealed by a surveyor licensed in the State of California.

The Contract Price for Project Survey shall be subject to the following provisions:

a. Partial payments for surveying will be made in accordance with the following schedule.

Condition or Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Preconstruction Survey	20
LFG System Survey (If required under Contract)	50
Final Survey - Record Drawings and As-Built signed and sealed survey as required	100

The following defines complete documents for the surveys notated above:

1. Preconstruction Survey: The preconstruction survey shall include a survey of the existing conditions within the limits of construction of the Gas Collection and Control System (GCCS) Expansion. The survey shall note all above grade structures, piping, and features which may or will be impacted by the Work. The preconstruction survey shall include proposed location of landfill gas header and lateral pipes, stub out locations for future expansions, vertical wells, remote wells, access riser points, isolation valves, road crossings, connection points to existing GCCS, and any other improvement as part of the GCCS Expansion. Vertical well locations to include Northing, Easting, and ground surface elevations to finalize the well schedule prior to drilling.

2. LFG System Survey: The LFG system survey shall include survey locations of the landfill gas header and lateral pipes, stub out locations for future expansions, vertical wells, remote wells, access riser points, isolation valves, road crossings, anchor blocks, connection points to existing GCCS, abandoned and removed sections, and any other improvement as part of the GCCS Expansion.

3. Final Survey: Record Drawings and As-Built: Following completion of the LFG Survey, the final survey will include all features of the project installed as part of the construction project and all existing features within the limits of construction. The final survey shall include, but not

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be limited to, GCCS components, all above grade structures, piping, sod/seeding limits, roadways, stormwater down chutes, and features that were impacted by the Work.

4. The Contractor shall, throughout the project, maintain a redline set of construction drawings noting deviations or actual installed conditions for the GCCS Expansion. As part of Final Completion, the Contractor must submit a complete set of final Record Drawings based on the redlines maintained throughout the project which identify the actual constructed conditions. These record drawings shall use the construction drawings as a bases and show changes by cloud and strikethrough in electronic format (AutoCAD 2018 or newer). The record drawings shall incorporate the surveys listed above and any other changes made to the components of the GCCS into the set so as to create a single Record Drawing Set for the project. A draft Record Drawing set, in both hardcopy and AutoCAD 2018 (or newer) format in accordance with the specifications, must be submitted to the Owner and Engineer for review in order to grant Substantial Completion. Final completion cannot be granted until certified Record Drawings (hardcopy and AutoCAD) signed and sealed by a California licensed Professional Engineer or Land Surveyor and the Project Record Documentation package is submitted to and approved by the Owner and Engineer.

5. Partial Surveys of Work: It is understood that the Contractor may elect to survey each section of the GCCS system separately. Partial surveys must be submitted to the Engineer to determine that the section the Contractor is requesting to continue working in meets the design requirements. The Contractor may not continue work until the partial survey is approved. Partial surveys are not required to be signed and sealed at the time of submittal; however, the partial surveys used to compile the complete survey for each of the surveys listed above, must not deviate from the partial survey submitted and the complete survey must be certified for submittal. Payment for surveys will not be made until the complete, certified survey is submitted and approved. However, partial surveys may be used for payment of work items such as piping upon review, agreement, and approval by the Owner, Engineer, and CQA Representative.

C. Item No. 003 – 36-inch Diameter Bore with 8-inch Diameter HDPE SDR 11 Casing (Vertical Foot)

Measurement. Measurement for this item shall be on an installed vertical foot basis per specified landfill gas wells from existing ground surface to the bottom of the well bore as measured in the field by the Engineer.

Payment. Payment for this item will be at the contract unit price per vertical foot installed. Payment will include all materials, including boring, stone, soil,

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bentonite, geotextile, well bore reinforcement grate, and backfilling, waste relocation to working face, health and safety requirements, HDPE piping (solid and perforated), connections, fittings, and shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents. Payment will include all activities associated with drilling rig platform construction including excavation, loading, hauling, filling, and compaction of the clean soil for the rig platform area near gas well, and deconstructing the platform following the completion of drilling. Payment will also include excavation and transportation of clean soil to the area of construction. The grades shall be restored following the removal of platform. Price shall include the above-grade riser pipe at each well.

D. Item No. 004 – Boring Refusal (Vertical Foot)

Measurement. Wells that must be abandoned due to insufficient depth resulting from boring refusal shall be paid on a vertical foot basis as measured in the field by the Engineer from existing ground surface to the bottom of the well bore. No boring may be abandoned without approval of the Engineer. Proper backfill of abandoned boreholes will include clean soil to surface. This item shall include all material, labor, equipment, waste relocation to working face, backfill transportation, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

Payment. Payment for this item will be at the contract unit price per vertical foot of boring, and includes boring, and backfilling with clean soil.

E. Item No. 005 – Landfill Gas Wellheads (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis for each landfill gas wellhead.

Payment. Payment for this item shall be at the contract unit price per supplied unit, including new 2-inch QED Quick-Change Orifice Plate wellheads with fine tune control valve and all required connections, QED well caps, Solarguard or Kanaflex flex hose, steel clamps, fittings, monitoring/sample port covers/caps, and flexible reducers. Contractor shall also include the material and labor for installing the wellheads on remote wells, horizontal collectors and any required transitions and fittings including wellhead orifice plate kits. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

F. Item No. 006 – 18-inch HDPE SDR 17 Pipe for Landfill Gas Header / Lateral Below-Grade Install (Linear Foot)

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Measurement. Measurement for this item shall be on an installed linear foot basis per the specified pipe size wherein measurement will be made in the plan view from the LFG System Survey.

Payment. Payment for this item shall be at the contract unit price per horizontal linear foot of installed 18-inch HDPE SDR 17 header / lateral piping. Payment includes trench excavation (7-feet deep or less) wherever necessary, as indicated on the Contract Drawings, loading, hauling, and unloading of excavated soils from trenches and disposing of at designated area; loading, hauling, and unloading of clean soil from adjacent borrow area and placed into trenches; placing pipe bedding, clean soil backfill, soil compaction, fittings, piping, connections, cutting and capping of pipes to be abandoned in place, pipe location markings, quality control surveying, pressure testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

G. Item No. 007 – 12-inch HDPE SDR 17 Pipe for Landfill Gas Header / Lateral On-Grade Install (Linear Foot)

Measurement. Measurement for this item shall be on an installed linear foot basis per the specified pipe size wherein measurement will be made in the plan view from the LFG System Survey.

Payment. Payment for this item shall be at the contract unit price per horizontal linear foot of installed 12-inch HDPE SDR 17 header / lateral piping. Payment includes laying pipe on the ground surface wherever necessary, as indicated on the Contract Drawings including fittings, piping, connections, cutting and capping of pipes to be abandoned in place, pipe location markings, quality control surveying, pressure testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

H. Item No. 008 – 8-inch HDPE SDR 17 Pipe for Landfill Gas Header / Lateral On-Grade Install (Linear Foot)

Measurement. Measurement for this item shall be on an installed linear foot basis per the specified pipe size wherein measurement will be made in the plan view from the LFG System Survey.

Payment. Payment for this item shall be at the contract unit price per horizontal linear foot of installed 8-inch HDPE SDR 17 header / lateral piping. Payment includes laying pipe on the ground surface wherever necessary, as indicated on the Contract Drawings including fittings, piping, connections, cutting and capping of pipes to be abandoned in place, pipe location markings, quality control surveying, pressure testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work

incidental thereto, necessary to complete this item in accordance with the Contract Documents.

I. Item No. 009 – 6-inch HDPE SDR 17 Pipe for Landfill Gas Header / Lateral On-Grade Install (Linear Foot)

Measurement. Measurement for this item shall be on an installed linear foot basis per the specified pipe size wherein measurement will be made in the plan view from the LFG System Survey.

Payment. Payment for this item shall be at the contract unit price per horizontal linear foot of installed 6-inch HDPE SDR 17 header / lateral piping. Payment includes laying pipe on the ground surface wherever necessary, as indicated on the Contract Drawings including fittings, piping, connections, cutting and capping of pipes to be abandoned in place, pipe location markings, quality control surveying, pressure testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

J. Item No. 010 – 4-inch HDPE SDR 11 Pipe for Condensate Forcemain (Linear Foot)

Measurement. Measurement for this item shall be on an installed linear foot basis per the specified pipe size wherein measurement will be made in the plan view from the LFG System Survey.

Payment. Payment for this item shall be at the contract unit price per horizontal linear foot of installed 4-inch HDPE SDR 11 condensate forcemain piping. Payment includes laying pipe on the ground surface wherever necessary and trench excavation (7-feet deep or less) wherever necessary, as indicated on the Contract Drawings, loading, hauling, and unloading of excavated soil/waste from trenches and disposing of at the designated area or active face; loading, hauling, and unloading of clean soil from adjacent borrow area and placed into trenches; placing pipe bedding, clean soil backfill, soil compaction, fittings, piping, connections, cutting and capping of pipes to be abandoned in place, pipe location markings, quality control surveying, pressure testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

K. Item No. 011 – 2-inch HDPE SDR 9 Pipe for Air Supply (Linear Foot)

Measurement. Measurement for this item shall be on an installed linear foot basis per the specified pipe size wherein measurement will be made in the plan view from the LFG System Survey.

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Payment. Payment for this item shall be at the contract unit price per horizontal linear foot of installed 2-inch HDPE SDR 9 air supply piping. Payment includes laying pipe on the ground surface wherever necessary and trench excavation (7-feet deep or less) wherever necessary, as indicated on the Contract Drawings, loading, hauling, and unloading of excavated soil/waste from trenches and disposing of at the designated area or active face; loading, hauling, and unloading of clean soil from adjacent borrow area and placed into trenches; placing pipe bedding, clean soil backfill, soil compaction, fittings, piping, connections, cutting and capping of pipes to be abandoned in place, pipe location markings, quality control surveying, pressure testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

L. Item No. 012 – 12-inch Header Isolation Valve On-Grade (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed unit, including flanges, flange adaptors, back-up rings, gaskets, valves, valve stem controls, fittings, spacers, piping installation and connections, sample ports, and related components, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

M. Item No. 013 – 8-inch Header Isolation Valve On-Grade (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed unit, including flanges, flange adaptors, back-up rings, gaskets, valves, valve stem controls, fittings, spacers, piping installation and connections, sample ports, and related components, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

N. Item No. 014 – 6-inch Header Isolation Valve On-Grade (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed unit, including flanges, flange adaptors, back-up rings, gaskets, valves, valve stem controls, fittings, spacers, piping installation and connections, sample

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ports, and related components, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

O. Item No. 015 – Automatic Pneumatic Condensate Sump with Pump (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed unit, including the condensate pump station, excavation, backfilling, fittings, sump installation and connections, discharge pipes and hoses, flanges, valves, sample points, testing, bollards, location markings, quality control survey, incidentals and all other work required for a completed and acceptable installation. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

P. Item No. 016 – Liquid Conveyance Cleanout (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed unit, including the piping, soil mounding, fittings, valves, gauges, installation and connections, quality control survey, incidentals and all other work required for a completed and acceptable installation. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

Q. Item No. 017 – Tie-in to Existing 12-inch Header (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed tie-in, including the piping, fittings, installation and connections, quality control survey, incidentals and all other work required for a completed and acceptable installation. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

R. Item No. 018 – Tie-in to Existing 8-inch Lateral/Risers (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

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Payment. Payment for this item will be at the contract unit price per installed tie-in, including the piping, fittings, installation and connections, quality control survey, incidentals and all other work required for a completed and acceptable installation. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

S. Item No. 019 – Tie-in to Existing 6-inch Lateral/Risers (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed tie-in, including the piping, fittings, installation and connections, quality control survey, incidentals and all other work required for a completed and acceptable installation. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

T. Item No. 020 – 18-inch Header Tie-in to Existing 8-inch Header (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed tie-in, including the piping, fittings, excavation, backfill, installation and connections, quality control survey, incidentals and all other work required for a completed and acceptable installation. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

U. Item No. 021 – 18-inch Blind Flange (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed blind flange, including the flange, fittings, excavation, backfill, installation and connections, quality control survey, incidentals and all other work required for a completed and acceptable installation. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

V. Item No. 022 – 18-inch Header/Air/Condensate Line Road Crossing (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

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Payment. Payment for this item will be at the contract unit price per installed road crossing, including excavation, pipe bedding, backfilling, casing piping installation and connections, bentonite plugs, testing, restoration of swales and access road to original conditions, quality control surveying, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

W. Item No. 023 – 12-inch Header/Air/Condensate Line Road Crossing (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed road crossing, including excavation, pipe bedding, backfilling, casing piping installation and connections, bentonite plugs, testing, restoration of swales and access road to original conditions, quality control surveying, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

X. Item No. 024 – 8-inch Lateral Line Road Crossing (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed road crossing, including excavation, pipe bedding, backfilling, casing piping installation and connections, bentonite plugs, testing, restoration of swales and access road to original conditions, quality control surveying, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

Y. Item No. 025 – 6-inch Lateral Line Road Crossing (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed road crossing, including excavation, pipe bedding, backfilling, casing piping installation and connections, bentonite plugs, testing, restoration of swales and access road to original conditions, quality control surveying, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

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Z. Item No. 026 – Hydroseeding (Acre)

Measurement. Measurement for this item shall be on an acre basis wherein measurement will be made in the plan view from the Final Survey. Areas disturbed by the Contractor that are not required as part of the performance of the work, as determined by the Owner and Engineer, will not be included in the quantity of payment.

Payment. Payment for this Bid Item will be made on an acre basis of actual hydroseed installed and accepted. This pay item shall include, but not be limited to, materials, labor, equipment, supplying and installing hydroseed with fertilizer, replanting, repair of erosion, maintaining areas seeded through final acceptance of the Work, and any other work necessary to produce a uniform stand of grass. No payment will be made for seed placed outside of the limits of specified areas without prior approval of the Engineer or for areas disturbed by the Contractor that are not required as part of the performance of the Work. Payment of seed shall not relieve the Contractor of the need to maintain seeded areas throughout the warranty period.

AA. Item No. 027 – Anchor Block (Each)

Measurement. Measurement for this item shall be on a completed and installed unit basis.

Payment. Payment for this item will be at the contract unit price per installed anchor block, including form work, supplying and installing concrete, rebar, anchor bolts, pipe clamps, installation and connections, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BB. Item No. 028 – Other Landfill Gas Field Connections/Components (Lump Sum)

Measurement. Measurement for this item shall be on a lump sum basis based on work completed.

Payment. Payment for this item will be made on a lump sum basis and not be made until the complete, certified final survey is submitted and approved. Payment for this item includes other landfill gas field connections and components not specifically listed in another bid item. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

END OF SECTION

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SECTION 01 20 10

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:

1. Pre-construction Conference

2. Progress Meetings

3. Coordination Meetings

1.02 DESCRIPTION

A. The Owner or CQA Consultant will schedule and administer a preconstruction conference, weekly construction progress meetings (or bi-weekly subject to County approval) and specially called meetings throughout the progress of work. The CQA Consultant or Owner will be responsible for preparing the agenda, making arrangements, preparing the meeting summaries, and presiding at these meetings.

B. Representatives of Contractor, Subcontractor(s), and Suppliers attending these meetings shall be qualified and authorized to act on behalf of the entity each represents.

C. The Contractor shall attend meetings to ascertain that work is advanced consistent with Contract Documents and construction schedules.

1.03 PRECONSTRUCTION CONFERENCE

A. After award of the contract, but prior to the notice to proceed (NTP), a joint meeting shall be held with representatives of the Owner, Engineer, Contractor, including the Project Superintendent and other invited parties that may be affected by the project.

B. This meeting is intended to introduce the various key personnel from each organization and to discuss the Contract Documents, the start of construction, order of work, labor and legal requirements, names of the major subcontractors, method of payment, shop drawing submittal schedule, protection of existing facilities and other pertinent items associated with the Project. The Contractor shall bring five (5) copies of a construction schedule, schedule of values, and shop drawing submittal log to this meeting.

C. The suggested agenda for the preconstruction meeting is as follows:

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1. Introduction of key personnel and roles
2. Overview of project
    a. Project summary
    b. Contract completion time
    c. Liquidated damages
    d. Guarantee of work
3. Project schedule
4. Critical work sequencing and pre-construction submittals
5. Labor requirements
6. Relationship and coordination with:
    a. Other Contracts
    b. On-going landfill operations
7. Use of premises
    a. Site access and traffic control
    b. Office, work and storage areas
    c. Temporary facilities/utilities
    d. Safety and first aid procedures
    e. Security procedures
    f. Posting of signs
    g. Clean-up procedures
    h. Other Owner requirements
8. Procedures and processing of:
    a. Shop drawings
    b. Applications for payment
    c. Partial payments

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d. Change orders

e. Requests for information

9. Construction facilities controls

10. Staking of work

11. Equipment to be used

12. Material/manufacturers/suppliers to be used

13. Major equipment/material deliveries

14. On-site material storage requirements

15. Project inspections

16. Record documents and post-construction submittals

1.04 PROGRESS MEETINGS

A. During the course of the Contract, progress meetings will be organized weekly, or as needed, and conducted by the Owner and/or CQA Consultant to discuss the progress of the Work. Depending on the project progress and schedule, the Owner reserves the right to request meetings bi-weekly instead of weekly. The Contractor and Project Superintendent shall attend these meetings.

B. The suggested agenda for these meetings includes the following:

1. Review summary of previous meeting

2. Health and Safety Considerations

3. Environmental Considerations

4. Work progress

a. Since last meeting

b. Expected progress during next work period

5. Field observations, problems, conflicts

6. Construction schedule

a. Problems which impede the construction schedule

b. Revisions to schedule

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c. Critical/long-lead items

d. Off-site fabrication and delivery schedules

7. Coordination of work items with Owner activities

8. Shop drawing submittals

a. Status of reviews

b. Submittal requirements

c. Remaining submittals

9. Record documents

a. Well logs, pipe installation records

b. Photographs

c. Red-line mark-ups

d. Survey Notes

10. Maintenance of quality standards

11. Pending changes and substitutions

a. Effect on construction schedule and on completion date

b. Effect on other Contracts of the project

12. Other Business

1.05 COORDINATION MEETINGS

A. Coordination meetings will be organized as needed unless the specific subject warrants an immediate meeting and cannot wait to be discussed during the next scheduled progress meeting. The Contractor and Project Superintendent shall attend these meetings.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 01 30 10

CONTRACTOR SUBMITTALS

PART 1 - GENERAL

1.01 PRE-CONSTRUCTION MEETING SUBMITTALS

A. At the pre-construction meeting, the Contractor shall submit the following items to the Engineer for review:

1. A preliminary schedule of Shop Drawing submittals and target dates for the project prior to start of construction.

2. Schedule of values that will be used for payment applications.

3. A list of any and all permits and licenses the Contractor shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

4. Insurance certificates.

5. Health and Safety Plan.

1.02 SHOP DRAWINGS

A. Wherever called for in the Contract Documents, or where required by the Engineer, the Contractor shall furnish to the Engineer for review, one (1) copy of each submittal. The term "Submittal" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Said submittals shall be submitted to the Engineer, 15 days minimum prior to planned work activity to allow review of same by the Engineer, and to accommodate the rate of construction progress required under the Contract, unless otherwise required or authorized by the Engineer. Should any submittal be a part of any schedule milestone and is considered to be unacceptable by the Owner, the appropriate milestone shall be considered as not having been met until a complete and properly detailed submittal is received.

B. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detail shop drawings. Show dimensions and notes that are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements.

C. Attach to the front of each submittal a title sheet stating the pertinent product information submitted and reference the appropriate Specification Section

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and Paragraph. Apply stamp, signed or initialed, certifying that all quantities, dimensions, field construction criteria, materials, catalog numbers, and specified performance criteria has been reviewed in accordance with the requirements of the Work and the Contract Documents. If this information is not provided with each submittal, the submittal shall be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.

D. All shop drawings or other submittals shall be accompanied by the form mutually agreed upon at the pre-construction meeting. Any submittal not accompanied by the approved form or if all applicable items on the form are not completed, the submittal will be returned to the Contractor without action taken by the Engineer.

E. Normally, a separate transmittal form shall be used for each specific unrelated item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that this helps speed the review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.

F. Except as may otherwise be provided herein, the Engineer will return reviews of each submittal to the Contractor, with comments noted thereon, within 15 calendar days following their receipt by the Engineer. Submittals critical to the project schedule may be submitted with a request for an expedited review. The Engineer will attempt to review such submittal within 7 calendar days but is not bound by the accelerated schedule.

G. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second submittal.

H. If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.

I. If a submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required. However, Contractor shall address the comments/corrections in the final Work. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

J. If a submittal is returned to the Contractor marked "AMEND - RESUBMIT," the Contractor shall revise said submittal per Engineer's comments and shall

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resubmit the required number of copies of said revised submittal to the Engineer.

K. If a submittal is returned to the Contractor marked "**REJECTED - RESUBMIT**," the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.

L. Fabrication of an item **shall not** commence before the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "**NO EXCEPTIONS TAKEN**" or "**MAKE CORRECTIONS NOTED.**" Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

M. All Contractor submittals shall be carefully reviewed by an authorized representative of the Contractor prior to submission to the Engineer. Each submittal shall be dated, signed, and certified by the Contractor as being correct. Contractor shall use the Owner-approved shop drawing stamp agreed upon at the pre-construction meeting. No consideration for review by the Engineer of any Contractor submittals will be made for any items which have not been so certified by the Contractor. **All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.**

N. The Engineer's review of the Contractor submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in the Contractor submittals. Any fabrication or other work performed in advance of the receipt of approved submittals shall be entirely at the Contractor's risk and expense. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

O. Product Data

1. Product data includes standard printed information (e.g., specifications) on materials, products, and systems, not specially prepared for this project, other than the designation of selections from among available choices printed therein. Submit only pertinent pages; mark each copy of standard printed data to identify pertinent products, reference it to the Specification Section and Paragraph number. Show reference standards, performance characteristics, capacities, dimensions, and required clearances. Said submittals shall be submitted to the Engineer, a minimum of 15 days prior to obtaining the material to review of same by the Engineer, and to accommodate the rate of construction progress required under the Contract, unless otherwise required and authorized by the Engineer.

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2. Compile required data into one submittal for each unit of work or system and mark each copy to show which choices and options are applicable to the project. Modify the manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.

3. Failure to follow the guidelines in paragraphs 1 and 2 above shall be grounds for rejection of Contractor submittals.

P. Contractor shall notify Engineer in writing, at time of submittal, of proposed deviations from requirements of Contract Documents.

1.03 CONTRACTOR'S PROJECT SCHEDULES

A. The schedule shall be comprehensive, covering both activities at the site of the Work and offsite activities such as design, procurement, and fabrication. The schedule shall be orderly and realistic and shall be revised as necessary to meet this requirement. The Contractor shall promptly advise the Owner and Engineer of any occurrence that may impact the schedule. No revision to the schedule can be made without approval from the Owner and Engineer.

B. The detailed schedule and each revision thereof shall be subject to approval by the Owner and Engineer for conformity with the requirements of the Contract Documents. The Contractor shall assist the Owner and/or Engineer in reviewing and evaluating each schedule furnished. Disapproved schedules returned to the Contractor shall be revised to correct the defects noted and shall be resubmitted to the Owner within five (5) calendar days after receipt, unless specified otherwise in the Contract Documents.

C. When required to perform and complete the changed Work in accordance with the revised schedule, the Contractor shall provide additional labor, materials, equipment, or other factors of production in excess of those in use before the changed Work was ordered.

1.04 SAMPLES

A. Unless otherwise specified in the Contract Documents, whenever in the Specifications samples are required, the Contractor shall submit one (1) sample of each such item or material to the Engineer for approval at no additional cost to the Owner.

B. Samples, as required herein, shall be submitted for approval a minimum of fifteen (15) working days prior to ordering such material for delivery to the job site and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the Work.

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C. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and manufacturer's names for identification and submittal to the Engineer for approval.

D. Unless otherwise specified, all colors and textures of specified items will be selected by the Owner from the manufacturer's standard colors and standard product lines.

1.05 RECORD DRAWINGS

A. Contractor's Record Drawings shall be maintained in accordance with this Section, unless specified otherwise in the Contract Documents. Refer to 01 50 00-Site Conditions Survey. The Contractor shall keep and maintain at the job site one set of Redline Drawings.

1. On these, the Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations that may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features that are revealed during the course of construction.

2. Special attention shall be given to recording the horizontal and vertical location of all buried header, lateral, horizontal collectors, and other utilities, that differ from the locations indicated or which were not indicated on the Contract Drawings.

3. Redline Drawings shall be supplemented by any detailed sketches or typewritten changes to the specifications, as necessary or directed, to indicate fully the Work as actually constructed.

4. These Redline Drawings shall be the Contractor's representation of as-built conditions, including all revisions made necessary by addenda, change orders, and the like.

5. Redline Drawings shall be maintained up-to-date during the progress of the Work and available for inspection by the Engineer.

B. The Contractor shall include a survey site plan and pipe route survey table with the Redline Drawings showing coordinates and elevations of all wells, condensate traps, valves, etc., and piping installed.

1. Piping survey shall be conducted every 50 feet and at grade breaks and changes in pipe slope and direction, fittings, tie-ins, appurtenances, etc., as required for the conformance survey.

2. For pipe runs of 100 feet or less, the pipe shall be surveyed a minimum of every 20 feet.

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3. Coordinates and elevations shall be included in the survey for pipe fittings, changes in pipe slope and direction, valves, buried/on-grade flanges, appurtenances and other similar connections to the header piping, and the ground surface at each well and appurtenance, and for all pipe location survey points.

4. All survey locations shall be shown in the coordinate system identical to that used for the Construction Drawings.

5. A California Licensed Land Surveyor shall certify all survey work pertaining to the Record Drawings.

C. Redline Drawings shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon Substantial Completion of the Work.

D. Requests for partial payments will not be approved if the Redline Drawings are not kept current and not until the completed Redline Drawings showing all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents have been inspected by the Engineer.

E. Final payment will not be approved until the Contractor-prepared Record Drawings have been approved by the Engineer.

F. Upon Substantial Completion of the Work and prior to final acceptance, the Contractor shall complete and deliver a preliminary set of Record Drawings and Pipe Route Survey Table to the Engineer for review, conforming to the construction records of the Contractor.

1. The Contractor shall take care in reviewing the preliminary Record Drawings and Pipe Route Survey Data Table for accuracy and completeness.

2. If more than one review of the Record Drawings and Pipe Route Survey Data Table is required, the Contractor shall reimburse the Owner for the time-and-materials cost for the Engineer's subsequent reviews.

3. The Record Drawings shall be generated using AutoCAD 2018 (or newer version) computer software and consist of corrected plans showing the reported location of the Work.

4. Upon the Engineer's acceptance of the Record Drawings, the Contractor shall provide two (2) complete sets of Record Drawings to the Engineer.

5. The information submitted by the Contractor will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of

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such information, nor for any errors or omissions, which may appear on the Record Drawings as a result.

1.06 PROGRESS REPORTS

A. A progress report shall be furnished to the Owner with each application for progress payment. If the Work falls behind schedule, the Contractor shall submit additional progress reports at such intervals as requested by the Owner.

B. Each progress report shall include sufficient narrative to describe any current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to the Engineer, must be substantiated with satisfactory evidence.

C. Each progress report shall include a list of the activities completed with their actual start and completion dates, a list of the activities currently in progress, and the number of working days required to complete each.

1.07 SURVEY DATA

All field books, notes, as-built pipe slope calculations, photographs, sketches and other data developed by the Contractor in performing the surveys required by the Work shall be available to the Engineer for examination throughout the construction period. All locations and elevations shall be identified by qualified survey crews and tied to the Local Coordinate System in feet. Survey shall be in accordance with the respective pipeline and well installation Specifications. All such data shall be submitted to the Engineer with documentation required for final acceptance of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 40 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 SITE INVESTIGATION AND CONTROL

A. Contractor shall verify all dimensions in the field and check field conditions continuously during construction. Contractor shall be solely responsible for any inaccuracies built into the work due to Contractor's failure to comply with this requirement.

B. Contractor shall inspect related and appurtenant Work and report in writing to the Owner and Engineer any conditions which will prevent proper completion of the work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at Contractor's sole cost and expense.

1.02 INSPECTION OF THE WORK

A. All work performed by the Contractor shall be inspected by the Contractor and designated Owner Project Manager and nonconforming work shall be noted and promptly corrected. The Contractor is responsible for the work conforming to the Contract Documents.

B. The Work shall be conducted under the general observation of the designated Owner Project Manager and is subject to inspection by representatives of the Owner acting on behalf of the Owner to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop, or field inspection, as required. The Project Manager or any inspector(s) shall be permitted to access all parts of the work, including plants where materials or equipment are manufactured or fabricated.

C. The presence of the Project Manager or any inspector(s), however, shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Project Manager or any inspector(s). Inspection of work later determined to be nonconforming shall not be cause or excuse for acceptance of the nonconforming work. The acceptance of nonconforming work shall be approved by the Owner when adequate compensation is offered and it is in the Owner's best interest.

D. All materials and articles furnished by the Contractor shall be subject to inspection, and no materials or articles shall be used in the Work until they have been inspected and accepted by the Owner Project Manager or other

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designated representative. No work shall be backfilled, buried, hidden, or otherwise covered until it has been inspected. Any work so covered in the absence of inspection shall be subject to uncovering at the Contractor's expense. Where uninspected work cannot be uncovered, such as in concrete cast over reinforcing steel, all such work shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed.

1.03 TIME OF INSPECTION AND TESTS

A. Any samples and test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. Contractor shall furnish and prepare all required test specimens at Contractor's own expense. Whenever the Contractor is ready to backfill, bury, hide, or otherwise cover any work under this Contract, the Owner Project Manager shall be notified not less than 48 hours in advance to request inspection before beginning any such work of covering. Failure of the Contractor to notify the Owner Project Manager at least 48 hours in advance of any such inspections shall be reasonable cause for the Owner Project Manager to order a sufficient delay in the Contractor's schedule to allow time for such inspection, any remedial, or corrective work required, and all costs of such delays, including its impact on other portions of the work, shall be borne by the Contractor.

1.04 SAMPLING AND TESTING

A. When not otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM International (ASTM), as applicable to the class and nature of the article or materials considered. However, the Owner reserves the right to use any generally-accepted system of inspection which, in the opinion of the Engineer, will ensure the Owner that the quality of the workmanship is in full accord with the Contract Documents.

B. Any waiver of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any technical or qualitative requirements of the Contract Documents.

C. Notwithstanding the existence of such waiver, the Engineer shall reserve the right to make independent investigations and tests as specified in the following paragraph and, upon failure of any portion of the WORK to meet any of the qualitative requirements of the Contract Documents, shall be

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reasonable cause for the Engineer to require the removal or correction and reconstruction of any such work.

D. In addition to any other inspection or quality assurance provisions that may be specified, the Engineer shall have the right to independently select, test, and analyze, at the expense of the Owner (only with prior approval by the Owner), additional test specimens of any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the Contractor to determine compliance with the applicable specifications for the materials so tested or analyzed provided that wherever any portion of the work is discovered, as a result of such independent testing or investigation by the Engineer, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation and all costs of removal, correction, reconstruction, or repair of any such work shall be borne by the Contractor.

1.05 RIGHT OF REJECTION

A. The Owner Project Manager or designated representative, acting for the Owner, shall have the right at all times and places to reject any articles or materials to be furnished hereunder which, in any respect fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the site. If the Owner Project Manager or designated representative, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the Contract Documents, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected.

B. Contractor shall promptly remove or replace rejected articles or materials from the site of the work after notification of rejection.

C. All costs of removal and replacement of rejected articles or materials, as specified herein, shall be borne by the Contractor.

D. Failure to promptly remove and replace rejected work shall be considered a breach of this specification and the Owner may, after 7 days notice, terminate the Contractor's right to proceed with the affected work and remove and replace the work and issue a back charge to cover the cost of the work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 50 00

SITE CONDITIONS SURVEY

PART 1 – GENERAL

1.01 SUMMARY

A. The Contractor shall perform, or obtain other professional subcontractors, to complete surveys that meet the minimum standards of California Department of Transportation (CalTrans) Survey Codes, to document elevations, grades, locations, maintain survey control during construction, and perform related field engineering as specified in the Contract Documents.

B. Throughout the Technical Specifications, all references to "Surveyor" shall mean a California Licensed Land Surveyor (LLS).

1.02 SURVEY REFERENCE POINTS

A. The Contractor shall locate survey reference points prior to starting work and the Contractor shall protect and preserve all permanent survey reference points during construction.

1. The Contractor shall make no changes or relocate any survey reference point without prior written notice to the Engineer.

2. The Contractor shall report to the Engineer when any survey reference point is lost, destroyed, or requires relocation because of necessary changes in grades or locations.

3. The Contractor, at no additional cost to the Owner, shall replace and re-survey reference points that have been lost or destroyed. The replaced survey reference point shall be surveyed by a Surveyor. Replacement will be based on the original survey control.

B. Prior to any work, the Contractor shall immediately notify the Engineer and Owner of any discrepancies with the survey reference points from the coordinates and elevations provided.

1.03 RECORD DRAWINGS (AS-BUILT DRAWINGS)

A. All survey record documents, submitted to the Engineer for progress review, do not require the signature of a Surveyor; however, final Record Drawings shall be signed and sealed by an LLS.

B. Submitted record documents shall include the following:

1. As stages of the work are completed, the Contractor will submit surveys, signed and sealed by an LLS. The Record Drawings

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information shall be submitted on 22-inch by 34-inch sheets, as well as AutoCAD Drawing files (compatible with AutoCAD v2018 or later version) on a flash drive. The Contractor shall submit 5 original signed and sealed hard copies by a LLS and 2 flash drives with the AutoCAD drawing files to the Owner.

2. AutoCAD Drawing File Requirements - Contour lines shall be continuous, unbroken polylines with a width of zero and an elevation (z-coordinate) assigned according to the elevation of the contour line. All spot elevations shall have horizontal controls with vertical z-coordinates. Contours shall be at one-foot intervals, with index contours at every fifth interval. Objects in the Record Drawings shall be drawn to scale. Unless otherwise stated, all surveys shall be at a scale of 1" = 50'.

3. Survey information (north, the grid, and the coordinates) is referenced to the NAD83 California State Plane, Zone 3 Coordinate System.

4. All Record Drawings shall have survey control monuments shown for the purposes of orientation, both horizontally and vertically.

5. If multiple sheets are required for the Record Drawings, each sheet shall include match lines as required.

C. The Contractor understands and agrees that existing elevations and contours shown on the Contract Drawings are solely for the Engineer's information. Actual quantities of soils and other materials required to complete the work are the Contractor's responsibility. The Contractor shall determine existing elevations for the purpose of conducting the work as required by the Contract Documents. The Contractor is responsible to notify the Owner and Engineer in writing of any and all discrepancies prior to beginning work.

1.04 SUBMITTALS

A. The Contractor shall submit the name and address of the Surveyor to the Engineer prior to any work for record purposes only.

B. The Contractor shall submit documentation signed by the Surveyor that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

C. The Contractor shall provide and submit to the Engineer for approval, signed and sealed drawings representing the horizontal and vertical limits, as follows:

1. Preconstruction Survey - Prior to performing any earthwork, a Preconstruction Survey of the site must be provided to the Engineer for review and approval. The Preconstruction Survey shall include:

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a. Survey of the existing conditions within the limits of construction of the Project and 50 feet beyond the limits of construction.

b. The Preconstruction Survey shall be collected on a 50-foot by 50-foot grid, at a minimum, and note all above-grade structures, piping, and stormwater features, which may or will be impacted by the work and shall include the areal extent of existing surface improvements that must be removed in order to enable the work to proceed.

c. Location of landfill gas (LFG) lateral pipes, stub out locations, new and re-drill wells, isolation valves, road crossings, blind flanges, connection points to existing Landfill Gas Collection and Control System (LFGCCS), sections of existing and LFGCCS improvements to be abandoned, and other related LFGCCS improvements.

2. Final Survey - The Final Survey will include, but is not limited to, the following:

a. All features of the Project installed and all existing features within the limits of construction.

b. Stormwater structures and downchutes (if applicable), piping, limits of liner, underground piping, access roads, sod and/or seeding limits, and all other features related to the Project.

c. Final location of new LFG header and lateral pipes, stub out locations, new wells, isolation valves, road crossings, connection points to existing LFGCCS, sections of abandoned LFGCCS, flare station improvements, and all other related LFGCCS improvements.

d. Piping survey shall be conducted every 50 feet and at grade breaks and changes in pipe slope and direction, fittings, tie-ins, appurtenances, etc., as required for the conformance survey.

e. For pipe runs of 100 feet or less, the pipe shall be surveyed a minimum of every 20 feet.

f. LFG pipe route survey that includes coordinates and ground surface elevations of LFG pipe, fittings, tie-ins, appurtenances, stubs outs and risers, change in pipe diameter, length of pipe segments, grade breaks, and pipe slope between each surveyed station. In case of buried LFG pipe, the Contractor shall survey top of pipe elevations in addition to the specifics described under 'Section 1.4, Submittals, Final Survey – Point

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e.'. Each pipe segment shall be given a unique description. Pipe route survey data shall be provided in tabular format.

D. Record Drawings - The Contractor shall submit to the Engineer, for review and approval, signed and sealed Record Drawings for all work (to include any areas outside the limits of work disturbed by the Contractor) as follows:

1. The Contractor shall, throughout the Project, maintain a redline set of Construction Drawings noting deviations or actual installed conditions for the Project.

2. As part of Final Completion, the Contractor must submit a complete set of 22-inch by 34-inch (ANSI D) sheet Record Drawings based on the redlines maintained throughout the Project which identify the actual constructed conditions. Record Drawings shall use the Contract Drawings as a base and show changes by cloud and strikethrough in electronic format (AutoCAD v2018 or later version). These drawings shall incorporate the surveys listed above and any other changes made to the Project into the set in order to create a single Record Drawings set for the Project.

3. The Contractor shall submit 2 draft copies of the completed Record Drawings, in both hardcopy and AutoCAD format (ANSI D Size), for review at Substantial Completion.

4. The Contractor shall submit four (4) complete signed and sealed certified sets of final approved by the Engineer. Record Drawings and AutoCAD files shall be submitted for final acceptance.

5. Substantial Completion cannot be granted until a draft set of Record Drawings in both hardcopy and AutoCAD file formats are submitted to the Owner and Engineer for review.

6. Final Completion cannot be granted until the Record Drawings signed and sealed by an LLS and AutoCAD files are submitted to and approved by the Owner and Engineer.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 CONTRACTOR RESPONSIBILITIES

A. The Contractor shall retain the services of a Surveyor to identify existing control points and maintain survey control during work.

B. The Contractor shall identify all survey reference points.

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C. The Contractor shall provide civil, structural, or other professional engineering services specified or required to execute the Contractor's construction methods.

D. The Contractor shall be responsible for the preservation of all benchmarks, stakes, and marks. If any benchmarks, stakes, or marks are disturbed by the Contractor, the Contractor shall not proceed with any work until such points, marks, lines, and elevations as may be necessary for the work have been established.

E. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.

F. The surveyors shall maintain a complete, accurate log of all control and survey work as it progresses. This log shall be available for periodic review by the Engineer.

G. Grades, elevations, and locations will be required periodically during the execution of the work. The Contractor's Surveyor will provide as-built notes and Record Drawings when construction is completed.

H. All topographic surveys shall meet the minimum standards of Division 3, Chapter 15 of the California Business and Professions Code. Surveys shall be performed by a California LLS and include, but are not limited to, grading, elevations, structure locations, pipe inverts, piping, and other permanent structures as needed on a 50-foot by 50-foot grid.

I. The elevation and grades shall be within an accuracy of 0.2 feet vertical and 0.5 feet horizontal as shown in the Contract Documents. Unless otherwise stated, all surveys shall be at a scale of 1" = 50', with contours at one-foot intervals.

END OF SECTION

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SCS ENGINEERS

SECTION 01 50 10

TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 THE REQUIREMENT

A. General - The Contractor shall provide facilities and equipment that are adequate for the performance of the Work under this Contract within the time specified. All facilities and equipment shall be kept in satisfactory operating condition, capable of safely and efficiently performing the required Work, and subject to inspection and approval by the Owner's Project Manager at any time for the duration of the Contract. All Work hereunder shall conform to the applicable requirements of the Federal and California Occupational Safety and Health Administration (OSHA) Standards for Construction.

B. Separate Contracts - Whenever portions of the Work hereunder are let under separate contracts, all of the provisions of this Section shall apply to each such prime contractor, including the requirements for separate field offices and communications facilities.

1.02 POWER AND LIGHTING

A. Power - The Contractor shall provide, at the Contractor's own expense, all necessary power required for the Contractor's operations under the Contract and shall provide and maintain all temporary power lines required to perform the Work in a safe and satisfactory manner.

B. Construction Lighting - All Work conducted at night or under conditions of insufficient daylight shall be suitably lighted to ensure proper Work and to afford adequate facilities for inspection and safe working conditions.

C. Approval of Electrical Connection - All temporary connections for electricity shall be subject to approval by the Owner's Project Manager and the power company representative and shall be removed in like manner at the Contractor's expense prior to final acceptance of the Work.

D. Separation of Circuits - Unless otherwise permitted by the Owner's Project Manager or the Owner's Contract Documents, circuits separate from lighting circuits shall be used for all power purposes.

E. Construction Wiring - All wiring for temporary electric light and power shall be properly installed and maintained and securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Standards for Construction and applicable local code.

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1.03 WATER SUPPLY

A. General - The Contractor shall coordinate with the Owner for the use of water for general use and drilling activities. Should the water on-site be determined not to be suitable for other construction purposes, the Contractor shall provide, at the Contractor's own expense, an adequate supply of water of a quality suitable for construction purposes.

B. The Contractor shall provide and operate all pumping facilities, pipelines, valves, hydrants, storage tanks, and all other equipment necessary for the adequate development and operation of the water supply system that the Owner is allowing to access. The Contractor shall be solely responsible for the adequate functioning of the Contractor's water supply system and solely liable for any claims arising from the use of same, including discharge or waste of water therefrom.

C. Potable Water - Drinking water on the site during construction shall be furnished by the Contractor. Notices shall be posted conspicuously throughout the site warning the Contractor's personnel of non-potable water sources.

D. Water Connections - The Contractor shall not make connection to or draw water from any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said system. For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.

E. Removal of Water Connections - Before final acceptance of the Work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition or better and to the satisfaction of the Owner's Project Manager and the agency owning the affected utility.

F. Fire Protection - The construction area and all other parts of the Work shall be connected with the Contractor's water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the Work, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The Contractor's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards of Construction.

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1.04 SANITATION

A. Toilet Facilities - Fixed or portable chemical toilets shall be provided by the Contractor for the use of the Contractor's employees or subcontractors. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

B. Sanitary and Other Organic Wastes - The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of in accordance with all laws and regulations pertaining thereto. Disposal of landfill refuse from excavation associated with the work shall be handled in accordance with Section 02 41 16.

C. Waste Disposal - Disposal of all such wastes not covered in Section B above shall be at the Contractor's expense including disposal of wastes or recyclables generated by the Contractor that are not associated with excavation activities. The Contractor shall take all waste except that which is generated by excavation activities across the scales at the landfill and follow landfill directions for final disposal.

1.05 COMMUNICATIONS

A. Telephone Services - The Contractor shall provide and maintain at all times during the progress of the Work, at the Contractor's own expense, not less than one cell phone that can be provided to Owner for project communications.

1.06 SAFETY

A. General - Jobsite safety is the Contractor's responsibility. Appropriate first aid facilities and supplies shall be kept and maintained by the Contractor at the site of the Work. All persons within the construction area shall be required to wear protective helmets and green/yellow hi-vis safety vests. In addition, all employees of the Contractor and his subcontractors shall be provided with, and required to use, personal protective and life-saving equipment as set forth in Subpart E of the OSHA Standards for Construction (29 CFR 1926) and shall comply with the "A Compilation of Landfill Gas Field Practices, and Procedures" dated October 2021 by the Solid Waste Association of North America (SWANA), and will coordinate with the local fire department.

B. Public Safety - During the performance of the Work, the Contractor shall erect and maintain temporary fences, bridges, railings, and barriers, and take all other necessary precautions, placing proper guards and warning signs for the prevention of accidents. Contractor shall erect and maintain suitable and sufficient lights and other signals.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 50 30

PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 GENERAL

A. Contractor shall protect all existing utilities and improvements not designated for removal and restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements specified herein, and in accordance with the requirements of the Contract Documents.

B. Contractor shall determine the exact locations and depths of all utilities indicated on the drawings which affect the Work. In addition to those indicated, the Contractor shall make exploratory excavations of all utilities within the Work area. All such exploratory excavations shall be performed as soon as practicable after award of Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's Work. When such exploratory excavations show the utility location as indicated on the drawings to be in error, Contractor shall so notify the Owner Project Manager.

C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and depth of the utility.

1.02 RIGHTS-OF-WAY

A. Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any fiber, telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall Contractor enter upon the rights-of-way involved until notified by the Owner's Project Manager that the Owner has secured authority from the property owner. After authority has been obtained, the Contractor shall give said owner due notice of the Contractor's intention to begin Work, and shall give said owner convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure and for replacing same. When two (2) or more Contracts are being executed at one time on the same or adjacent land in such manner that Work on one Contract may interfere with that on another, the Owner shall decide which Contractor shall have priority to perform and in what manner. When the territory of one Contract is the necessary or convenient means of access for the execution of another Contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, manner, and times permitted. No such decision regarding the method or time of conducting the work or the use of territory shall be made the basis of any

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claim for delay or damage, except as provided for temporary suspension of the Work in the General Conditions of the Contract.

1.03 EXISTING UTILITIES AND IMPROVEMENTS

A. General - Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be Contractor's responsibility to ascertain the location of all possible existing utilities and other improvements indicated on the drawings or otherwise that will be encountered in the construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall contact the Owner immediately upon discovery of additional utilities in the area prior to starting and during the performance of the Work. Contractor shall take all possible precautions for the protection of unforeseen utility lines for uninterrupted service and such special protection as may be directed by the Owner's Project Manager.

B. Utilities to Be Moved - In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon proper application by the Contractor, be notified by the Owner's Project Manager to move such property within a specified reasonable time. Contractor shall not interfere with said property until after the expiration of the time stipulated.

C. Owner's Right of Access - The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

D. Known Utilities. Existing utility lines that are shown on the drawings or the locations of which are made known to the Contractor prior to excavation that are to be retained and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by Contractor at Contractor's expense.

E. Unknown Utilities - If the Contractor damages any existing utility lines that are not shown on the drawings or the locations of which are not made known to Contractor prior to excavation, or were, or could not have been verified or located by the Contractor prior to starting work, a written report thereof shall be made immediately to the Owner's Project Manager. If directed by the Owner's Project Manager, repairs shall be made by the Contractor under the provisions for changes and extra work contained in the General Conditions.

F. Utilities to Be Removed - When utility lines that are to be removed are encountered within the area of operations, Contractor shall notify the Owner's Project Manager a sufficient time in advance for the necessary measures to be taken to prevent interruptions of the service.

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G. Approval of Repairs - All repairs to a damaged improvement shall be inspected and approved by an authorized representative of the improvement before being concealed by backfill or other work.

H. Relocation of Utilities - Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, Contractor shall at the Contractor's own expense, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Owner's Project Manager and the Owner of the facility. In all cases of temporary removal or relocation, restoration to former location shall be accomplished by Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

I. Maintaining in Service - All oil and gasoline pipelines, power, telephone, or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Owner's Project Manager are made with the Owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, wire, or cable. Contractor shall be responsible for and shall make good all damage due to Contractor's operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.04 SUBSURFACE OBSTRUCTIONS

A. Contractor shall field determine, before pipeline trenching and associated excavations are begun, the depth and location of existing utilities. Utility locations indicated on the plans were obtained from the records available, but have not been field verified, nor have depths been measured or observed. Contractor shall submit descriptions, depths, and locations of subsurface obstructions to the Owner's Project Manager for review.

B. In excavation, backfilling, and laying pipe, care shall be taken not to remove, disturb, or injure existing pipes, conduits, or structures designated to remain. If necessary, Contractor at own expense shall sling, shore-up, and maintain such structures in operation.

C. Contractor shall obtain the permission of and give sufficient notice to the proper authorities of the Contractor's intention to remove or disturb any pipe, conduit, etc., and shall abide by their regulations governing such work.

D. In the event subsurface structures are broken or damaged in the execution of the Work, Contractor shall immediately notify the proper authorities and repair the damage at once at own expense. Repairs shall be made to the

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satisfaction of the Owner's Project Manager. Contractor shall be responsible for any damage to persons or property caused by such breaks or due to own neglect in reporting and/or repairing such damages.

E. Owner or Owner's Project Manager will not be liable for any claims made by the Contractor based on underground obstructions that could have been reasonably identified as being different than that indicated on the plans. Contractor shall uncover subsurface obstructions in advance of construction so that the method of avoiding same may be determined before the work reaches the obstruction.

1.05 CONFLICTS WITH OTHER UTILITIES

A. Contractor shall coordinate and cooperate with the Owner to ensure that no damages to existing utilities occur.

B. All temporary support or minor adjustment which does not require replacement or direct bypass connections to these existing services (such as all direct-buried telephone cables or two-inch and smaller gas lines) will be the responsibility of the Contractor.

C. Owner will not be responsible for any delay or inconvenience to the Contractor resulting from the existence, removal, or adjustment of any public or private utility that could have been reasonably identified. Additional costs incurred as a result thereof shall be borne by the Contractor and considered as included in the Contract Price.

1.06 EXISTING FENCE LINES

A. Any fence removed or temporarily relocated shall be restored to its original condition and location.

B. All cost for such temporary removal or replacement shall be included as indicated in the bid unit prices. No direct payment will be made for fence replacement unless specifically noted otherwise.

1.07 UTILITY INVESTIGATION

A. Prior to commencing with trench or other excavations required for the performance of the Work, Contractor shall conduct a field investigation for the purpose of determining existing locations of all underground utilities and facilities which are shown on the drawings. The investigation shall be made by hand or machine excavation. All such excavations shall include removal of surface material and obstructions required to perform the excavations. Contractor shall provide sheeting, shoring, and bracing, as required, to minimize the required size of the excavation and support adjacent ground, structures, roadways, and utilities. After the data is obtained at each excavation site, Contractor shall immediately backfill each excavation site.

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Backfill shall be compacted clean soil for the full depth. The surface shall be returned to its original grade and condition except that paved areas may be temporarily surfaced and maintained where excavations required for the performance of the Work coincide with the location of the investigative location. Contractor shall be responsible for all costs associated with repair of roadways, paving, structures, underground and above-ground utilities and facilities damaged in conducting the investigations.

B. Findings of the investigation shall be reported to the Owner's Project Manager. The Owner's Project Manager shall furnish two sets of full-size blueline drawings for Contractor's field use in recording the findings of the investigation and for Contractor's office use in transcribing the field investigation information onto same for submission to the Owner's Project Manager. Contractor shall clearly designate all found utilities and facilities discovered whether or not shown on the Contract Drawings. Contractor shall provide written detailed description of any underground utility or facility conflicting with the elevation or alignment of the Work.

C. Contractor shall describe size, material, and location of existing underground utilities and facilities. Locations and elevations shall be referenced to project stationing, distance from baseline, and project benchmarks.

1.08 PROTECTION OF EXISTING LANDFILL

A. The Contractor shall use extreme care during construction activities on or near the landfill to not damage unnecessarily any existing features.

B. The Contractor shall use low ground pressure equipment on final geomembrane cover areas so as to not disturb the certified final cover.

C. Assistance will be given to the Contractor in determining the toe of the landfill as needed to avoid damage to the liner and existing features. This assistance shall in no way relieve the Contractor from responsibility and liability in maintaining site conditions.

D. Any damage resulting from the Contractor's operations shall be repaired by the Contractor to original conditions or replaced with new materials at no additional cost to the Owner. Repairs shall be as directed by the Owner's Project Manager with approved materials.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

SECTION 01 70 30

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. The Contractor shall maintain at the site one hard copy record set of:

1. Drawings
2. Project Manual
3. Addenda
4. Change orders and other modifications to Contract
5. Owner's Project Manager field orders, written instructions or clarifications
6. Approved submittals
7. Field test records
8. Daily logs
9. Survey notes and calculations
10. Construction photographs
11. Associated permits
12. Certificates of inspection and approvals

1.02 SUBMITTALS

A. Upon Substantial Completion the Contractor shall:
Deliver two identical, complete review sets of Record Documents within 14 calendar days after Substantial Completion to the Engineer. Each set of Record Documents shall consist of: one set of 22 x 34-inch (ANSI D) redline drawings and one copy of record documentation and vendor and material supply information. The Engineer shall comment and return one set to the Contractor. The final Record Drawings shall be generated using computer software as specified in Part 3.03 F of this Section.

B. Accompany the submittals with a transmittal letter containing the following:

1. Date
2. Owner project title and number
3. Contractor's name and address
4. Title of record document

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5. Signature of Contractor or authorized representative

C. At Owner's acceptance:
Upon receipt of the Engineer's comments, Contractor shall deliver within 14 days to the Engineer four (4) complete sets of Record Drawings incorporating the Engineer's comments. Record Drawings submitted by the Contractor shall be sealed by a California Licensed Land Surveyor. If the second submittal of the Record Documents is deemed incomplete or does not address all of the Engineer's comments, the submittal shall be returned to the Contractor. The Contractor shall reimburse the Owner for the Engineer's expense for the additional reviews.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS AND SAMPLES

A. Contractor shall store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide secure storage space for storage of samples.

B. Maintain documents in clean, dry, legible condition and in good order. Record Documents shall not be used for construction purposes.

C. Make documents and samples available at all times for inspection by the Engineer.

D. Failure to properly maintain Record Documents as stated herein may be reason to delay a portion of progress payments until the requirements of this Section are satisfied.

3.02 CONSTRUCTION PHOTOGRAPHS

A. Progress Photos: The Contractor shall provide a photographic record of construction progress every other week to the Owner. For each submittal, at a minimum, the photographic record shall consist of an electronic set of 12 digital color photographs, each formatted to 4 inches by 6 inches. The Engineer shall reserve the right to select the views to be photographed. The photographs shall be of good quality as determined by the Engineer, and date stamped. Each photograph will be captioned with the following items identified:

- Owner project name and number
- Date the photograph was taken
- Detailed description identifying location and name of feature photographed

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- Name of Contractor

B. Photographs shall be taken weekly or during the execution of individual work items, whichever is more frequent, beginning prior to the start of construction and continuing through the completion of all construction.

C. Photographs shall be taken to document each major work item, including:

1. Pre-construction conditions.
2. Mobilization and storage of materials. Materials photographed shall include the pipe, sumps, and fittings to be used in the work.
3. Installation of landfill gas extraction wells.
4. Installation of the gas lateral and header piping, air supply, and condensate forcemain piping including pipe fusion.
5. Abandonment of features designated for removal or abandonment in-place.
6. Road crossing and casing.
7. Connection of gas lateral piping to header.
8. Backfilling of installed pipe, including placement of warning tape and compaction.
9. Road crossings, ditch crossings, and stormwater swale crossings.
10. Installation of pneumatic pumps in sumps.
11. Buried blind flanges.
12. Installation of valves.
13. Pressure testing.
14. Site cleaning and demobilization.

3.03 RECORD DOCUMENTS

A. Label each document “RECORD DOCUMENTS” in large printed letters.

B. Maintain redline set of Drawings and specifications legibly annotated to show all changes made during construction.

1. Graphically depict changes by modifying or adding to plans, details, sections, elevations, or schedules.
2. Make changes on each sheet affected by changes.

C. Record information concurrently with construction progress.

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D. Record Drawings shall include the following:

1. Title Sheet (includes Owner project name and number, site location map, site address and phone number, and names, addresses and phone numbers of design engineer and Contractor).
2. Header and Lateral Layout (as-built and drawn using surveyed horizontal and vertical coordinates) shown with most recent site topography. Site plan layout shall include existing and new features, identification of pipe locations and sizes, and callouts of all surveyed points (well locations, pipe tie-ins, sumps, fittings, appurtenances, road crossings, changes in pipe direction and slope, etc.). The header and lateral layout site plan shall be at a scale providing appropriate clarity to the drawing as approved by the Engineer.
3. Record data per Table 1 - Construction Pipe Route Survey showing coordinates and elevations of surveyed top of pipe, fittings, tie-ins, sumps, and appurtenances, length of pipe segments, pipe slope between each surveyed station, and ground surface elevation. Each pipe segment shall be given a unique description as approved in advance by the Engineer. Pipe Route Survey data shall be provided in a tabular format, which shall be approved by the Engineer. An example format is provided below.

Table 1 – Construction Pipe Route Survey

STATION	GRID COORDINATES (north)	GRID COORDINATES (east)	Header Invert Elev. (ft)	Ground Elev. (ft)	Header Depth (ft)	Header Slope	Const. Notes and Fittings	Pipe Info.
Line F-F 0+00	5078.45	22997.65	1235.58	1239.66	3.8	-2.13%	Sta 0+02 Line E-E' 12"x4"tie-in	31 ft of 4" Dia HDPE at 2.13%
0+04	50704.56	22997.42	1235.74	1240.40	4.47		Begin 8" CMP Road Casing	
0+26	50694.44	22977.80	1235.28	1239.09	3.8		End 8" CMP Road Casing	
0+31	50712.65	22981.02	1235.17	123.54	3.4		Sta 1+28 C-C' 4" Tee and Riser	
Lateral to EW-A								
0+00	50601.26	23272.90	1274.62	1278.90	4.3	2.00%	Sta 2+00 Line A-A' 6"x4" Branch Saddle	5 ft of 4" Dia HDPE at 2.00%
0+05	50606.27	23271.25	1274.72	1278.66	3.9		Well GEW-A	
Lateral to EW-B								
0+00	50591.22	23078.87	1264.31	1268.29	4.0	2.00%	Sta 4+00 Line A-A' 6"x4" Branch Saddle	5 ft of 4" Dia HDPE at 2.00%
0+05	50595.82	23081.00	1264.41	1268.86	4.5		Well GEW-B	

4. As-Built Typical Details.

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5. Pipe profiles of all header and lateral pipes. Profiles shall include pipe diameter, slope, grade breaks, section view of ground surface along pipe segment, location and description of existing utilities encountered, pipe crossings and vertical and horizontal scale bar.

E. Project Documentation Manual:

1. Each copy of the Project Manual shall be bound, consist of clean legible copies or originals, and at the minimum consist of the following information:
   a. Cover Sheet
   b. Table of Contents
   c. List of Addenda
   d. Project Contact List - includes the names, phone numbers and address of the following:

      Project Manager
      Site Representative
      Drilling Contractor
      Pipe Contractor
      Surveyor
      Record Documenter

   e. Project Vendor List including list of materials provided by each vendor, and address, phone, fax number of each vendor.
   f. Project Record Drawing Summary
   g. Route Survey Data Table - referencing pipeline station with appropriate grid coordinates, ground surface elevation, depth of cover soil, top of pipe elevation at a minimum of every 50-feet, slope at all major line, angle and grade change points, valves, tees, and other appurtenances, and connection locations.
   h. Pressure Test Reports
   i. Contractor's Daily Work Logs
   j. Construction Meeting Notes/Status Reports

2. Project Document appendices shall include:

   a. HDPE pipe specifications
      - Pipe Installation Manual
      - Engineering Characteristics Manual
      - Pipe Material Data Sheet
      - Manufacturer quality assurance certificates
      - Fabricated fittings specification sheets

   b. Valve specifications
      - Header isolation valves

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- Check valves
- Ball valves

c. Photographs

F. General File Requirements:

1. Drawings shall be generated using AutoCAD v2018 software or newer. The Record Drawings shall be drawn to include the following:
   a. 3-dimensional, 1:1 format.
   b. Existing survey reference points.
   c. Breaklines that define all surface features.
   d. Contours and spot elevations must be at correct elevation.
2. Electronic copies of the Contract Documents drawings will only be available to the Contractor in AutoCAD v2018 or newer format. Neither the Owner nor Engineer shall be responsible for conversion of files to other file formats.
3. Use Electronic drive or CD-ROM for submittal of electronic files. Two complete copies of the Record Document electronic files shall be supplied along with each set of Record Documents.
4. Label each disk/drive with Owner project name and number, Contractor's name, address and phone number, date of submittal, and file reference names.

END OF SECTION

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

SCS ENGINEERS

DIVISION 02

SITE WORK

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

SECTION 02 41 16

REFUSE HANDLING, STORAGE, AND DISPOSAL

PART 1 – GENERAL

1.01 NOTIFICATION

A. The Contractor shall notify the Owner in advance of planned unloading of excavated waste at the active face.

B. No excavated materials shall be removed from the site or disposed of by the Contractor except as specified below and approved by the Owner.

1.02 SUBMITTALS

A. The Contractor shall submit refuse disposal logs to the Owner representative on a weekly basis during construction.

PART 2 – REFUSE HANDLING AND DISPOSAL

2.01 REQUIREMENT

A. Excavated waste shall be loaded onto dump truck or other vehicle provided by the Contractor and moved to the working face designated by the Owner as soon as possible after excavation for disposal.

B. In the event that waste is excavated and cannot be immediately taken to the working face the waste may be stored adjacent to the excavation until it can be taken to the working face before the end of the same working day. Waste shall remain within close proximity to the location from which it was removed. All excavated waste must be removed from all locations at the end of each working day.

C. In the event suspected asbestos-containing waste is encountered in the excavated waste, the Contractor shall notify the Owner immediately. Suspected asbestos-containing waste shall be maintained in a moist condition during the removal and transfer process to prevent and/or minimize emissions. Disturbed refuse (including any suspect asbestos-containing material) shall be transported and disposed of by proper means at a designated facility.

2.02 DISPOSAL OF REFUSE DAILY

A. All excavated waste shall be hauled to the working face at least 30 minutes prior to the end of daily landfill operations.

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B. Excavated refuse is to be loaded and hauled by the Contractor to the working face of the landfill for disposal by the Owner. Contractor shall keep record of the quantity (number of loads) of refuse hauled to the working face of the landfill and provide a disposal log to the Owner representative on a weekly basis.

PART 3 – EXECUTION (Not Used)

END OF SECTION

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

DIVISION 31

EARTHWORK

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

SECTION 31 20 00

EXCAVATING, TRENCHING, AND BACKFILLING

PART 1- GENERAL

1.01 DESCRIPTION

A. Scope: Contractor shall provide all labor, materials, and incidentals to excavate and trench designated areas, install pipe and appurtenances, haul (on-site) and install bedding and backfill material (to be supplied by Contractor), compact backfill, and regrade disturbed areas as shown on the Drawings, and described in this Section.

B. The work specified in this Section includes the trenching and trench backfilling activities associated with installation of the LFG laterals and header pipe as needed, tie-ins, sumps, and any other work requiring drilling, excavation, trenching, trench backfilling, or grading.

C. Work under this Section includes trenching and grading activities inside of municipal solid waste (MSW) landfill areas and in native soils.

D. No classification of type of excavated materials will be made. Excavation includes all soil and refuse materials regardless of type, character, composition, moisture, or condition thereof.

E. Any damage to existing features shall be repaired as directed by the Engineer, at the Contractor's expense.

1.02 PROJECT CONDITIONS

A. Existing project conditions are shown on the Drawings or otherwise described herein.

B. Site information has been obtained from existing records. It is not guaranteed to be correct or complete and is shown for the convenience of the Contractor. The Contractor shall explore ahead of the required excavation to determine the exact location of all structures, utilities, etc.

C. Structures shall be supported and protected from damage by the Contractor. If structures are broken or damaged, Contractor shall restore structures, utilities, etc. to their original condition at no additional cost to the Owner as soon as possible. Any expected delay in the repair of damaged features or structures shall be notified to the Owner. Repair of damaged features or structures shall be approved by the Engineer and Owner.

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1.03 SITE ACCESS

Work shall be performed so as to not block or hinder site access, except as authorized by the Owner.

1.04 SAFETY

A. All work shall be performed in strict accordance with the Health and Safety requirements set forth in the General Conditions of the Contract Documents.

B. All work shall be performed in strict accordance with all local, State, U.S. Occupational Safety and Health Administration (OSHA) and other applicable Federal regulations regarding trenching operations and trench safety.

C. Excavations may be made without sheeting and bracing within the limitations and requirements of the governmental agencies having jurisdiction. Failure of the Engineer to order the use of bracing or sheeting and shoring or direct changes to systems in place, shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavations or of his obligations under the Contract. The Contractor shall be responsible for the condition of all excavations. All slides and caves shall be removed without extra compensation, at whatever time and under whatever circumstances that they may occur.

D. All excavation shall comply with the applicable requirements as stated in the following:

1. OSHA excavation safety standards 29 CFR, 1926 Subpart P.

2. Trench safety guidelines as specified by the Landfill Gas Division of the Solid Waste Association of North America (SWANA).

E. The Contractor shall include for any excavation, temporary controls for stormwater runoff and erosion control in full conformance with all existing facility permits and/or applicable regulations. Facility's current permits will be supplied at pre-construction meeting.

1.05 SUBMITTALS

A. Health and Safety Plan.

B. Results of sieve analysis and calcium carbonate test (ASTM D4373) for stone backfill.

C. Pipe slope calculations and survey notes for pre-construction layout, including lateral, header, and horizontal collector route.

D. Pipe survey notes for installed pipe pursuant to Part 3.06 of this Section.

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E. Proposed stationing and pipeline identification procedures. Prior to the start of any pipe installation, Contractor shall supply an example layout drawing showing how the header and laterals will be marked with stations for the conformance surveys. The example layout drawing and stations must be consistent with the requirements of Sections 01 30 10, 01 70 30, and 33 51 10 of the Contract Documents.

F. Contractor daily logs detailing length of trench excavated and backfilled, with reference to pipe stationing and details sufficient to properly describe the work completed to date.

G. Clean soil backfill will be the responsibility of the Contractor: excavation, hauling, and installation. Clean soils can be obtained from area(s) designated by Owner.

H. The Contractor shall notify the Engineer in writing of the material source for each of the soils specified within Part 2 of this Section at least 14 calendar days prior to the date of anticipated use of such material. Notification shall include:

1. Supplier's name.

2. Borrow location.

3. Documentation confirming adequate quantities are available to complete the work.

4. Soil field-moisture, laboratory proctor-density tests, and field compaction test results as required within Part 2 of this Section.

5. Certification that the soil is not petroleum-contaminated or contaminated with other chemicals or compounds that may be deemed hazardous or harmful to human health and the environment.

PART 2 - PRODUCTS

2.01 CLEAN BACKFILL MATERIALS

A. Soil material may be reused for clean soil backfill provided it is free of sticks, roots, organic matter, MSW, and stones larger than 1-inch in any dimension. Remove any material that cannot be made to compact readily and replace with suitable material. If new material must be imported for use as clean soil backfill it must meet the criteria of this Specification including the testing requirements below and is the responsibility of the Contractor to provide clean soil backfill during construction.

B. Material shall be well-graded (SW) or poorly graded (SP) clayey sands (SC) as classified by the Unified Soil Classification System (USCS), or other soil as approved by the Engineer.

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C. Clean backfill material shall be used in the following areas of work and as shown on the Drawings, unless specified otherwise:

1. Pipe Bedding (Contractor supplied)

2. Trench Backfill (Owner supplied)

3. Backfill in well borehole (Owner supplied)

4. Any location on Drawings that calls for “general fill” or “clean soil backfill” if excavated material is waste or is otherwise not suitable for reuse.

2.02 SUBGRADE SOIL MATERIALS

A. Subgrade soils are natural, in-place materials. Soils shall be well-drained and reasonably free of sticks, roots, debris, organic matter, and MSW. Contractor shall remove material that cannot be made to compact readily and replace with Engineer-approved soil.

B. Soils which yield or exhibit pumping due to excessive moisture shall be excavated and replaced with general fill or materials as approved by the Engineer.

2.03 NON-CALCAREOUS STONE

A. Stone shall be 1” to 3” durable non-calcareous rock following the gradation requirements of AASHTO #2 or approved equal. Stone shall be washed as a component of the manufacturing process and be free of organics, lumps or balls of clay, and other deleterious materials.

2.04 TOPSOIL

A. Material shall be fertile, natural soil, typical of the locality, free from MSW, stones (exceeding 2-inch in any dimension), roots or sticks (exceeding 1-inch diameter), clay, and weeds, and obtained from naturally well-drained areas. It shall not be excessively acid or alkaline nor contain material harmful to plant growth. The material shall comply with the requirements of the California Department of Transportation’s Highway Design Manual (2020), Section 904.2, Site Preparation.

B. Topsoil will be used as part of the restoration operations to reestablish vegetation. The Contractor shall place a minimum of four (4) inches of topsoil over all graded earthen areas and over any other areas to be seeded. Sources of topsoil shall be approved by the Soils Engineer prior to disturbance.

C. Topsoil shall be natural topsoil without admixture of subsoil material, and shall be classifiable as loam, silt loam, clay loam, sandy loam, or a combination thereof. The pH shall range from 5.5 to 7.0.

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PART 3 – EXECUTION

3.01 PREPARATION

A. Identify required lines, levels, contours, and datum locations.

B. Locate, identify, and protect utilities from damage.

C. Protect benchmarks, survey control points, monitoring wells, existing structures, and fences from excavating equipment and vehicular traffic.

3.02 PRE-CONSTRUCTION LAYOUT

A. Prior to trenching and pipe installation, Contractor and Contractor's surveyor shall stake out the entire proposed trench alignment. The proposed alignment must be approved by the Engineer prior to beginning excavation activities. This pipeline route staking for header and lateral, and horizontal collector pipes must meet the minimum pipe slopes listed in this Section and on the Drawings.

B. Survey notes with proposed pipe slope calculations shall be submitted to the Engineer for approval prior to pipe installation. Notes of pre-construction survey shall identify conflicts between the proposed work and existing features.

3.03 EXCAVATION

A. Refuse materials shall be handled as directed in Section 02 41 16, Refuse Handling, Storage, and Disposal.

B. Excavate to lines, grades, and dimensions necessary to complete the work.

C. Trenching Tolerances:

1. Excavate to install pipes in straight runs at a uniform grade, without sags or humps, between vertical and horizontal control points in accordance with the Contract Drawings.

2. Minimum trench width shall be as shown on the Drawings.

3. Maintain thickness of soil cover over the top of the pipe, as shown on the Drawings, or approved by the Engineer.

D. Contractor shall not excavate trench more than it can be completely backfilled after installation of the pipe on the same day. Excavations shall not be left open overnight. In the event that a trench must be left open overnight, the Contractor must get permission from the Owner to leave the trench open and the trench must be encircled in safety/warning tape attached to stakes placed along the perimeter on all edges of the trench. In the event that the trench

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has exposed refuse, all refuse must be covered with a tarp, or other cover material as approved by the Owner, which is secured on all corners and along its perimeter.

E. Contractor shall use appropriate survey/level instrumentation during excavation to ensure proper trench slope. Verification of installed pipe slope shall be as specified in Part 3.06.

F. Minimum trench slopes shall be at least 3 percent (within waste limits), 1 percent outside of waste limits, and 5 percent at road crossings as shown on the Drawings or approved by the Engineer.

3.04 DEWATERING

A. Water that enters excavations into refuse shall be considered landfill leachate and shall not be discharged to the ground or other means that are typical for stormwater. Water in trench excavations into refuse shall be pumped into sealed tanks, hauled to the SI-2 surface impoundment. The Contractor must notify the Owner prior to discharging into the surface impoundment.

B. The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove water entering excavations. Contractor shall keep such excavations dry so as to obtain a satisfactory foundation condition for all work.

C. Do not allow water to accumulate in excavations. Remove water to prevent softening of the foundation bottom and soil changes detrimental to the stability of subgrades and foundations. Subgrade soils that become soft, loose, “quick”, or otherwise unsatisfactory for support of structure as a result of inadequate dewatering or other construction methods shall be removed and replaced by crushed stone or gravel as required by the Engineer at the Contractor’s expense. The bottom of excavations shall be firm and without standing water before placing structures or pipes. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

D. Disposal of Water Removed by Dewatering System:

1. Water conveyed away from excavations which has not contacted refuse materials shall be discharged to areas approved by the Engineer.

2. Dispose of water by procedures approved by the Engineer in such a manner as to cause no inconvenience to the Owner or others involved in work about the site.

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3. Water conveyed away from excavations which has contacted refuse materials shall be pumped into spill-proof containers and discharged into the SI-2 surface impoundment as directed by the Owner.

E. If pipe trench becomes watered-in after placement of pipe, but before backfilling, Contractor shall dewater the trench, demonstrate that the pipe bedding and pipe slope remain satisfactory, and upon approval by the Engineer, backfill the pipe with clean dry soil in accordance with Part 2.01 of this Section.

3.05 ROAD CROSSINGS

A. Contractor shall schedule and coordinate all road crossings with the Owner to minimize disruption of the Owner's operations.

B. At no time shall the main haul road be obstructed such that landfilling operations cannot occur during hours of operation.

C. HDPE pipes shall be encased in a larger diameter Corrugate Metal Pipe (CMP) casing for protection. The inner diameter of the casing shall be a minimum of five (5) inches larger than the cumulative outside diameters of the HDPE pipes encased. The CMP shall conform to AASHTO M36.

3.06 PIPE SURVEY

A. Contractor shall verify that pipe slope meets the requirements specified in this Section and on the Drawings at 10-foot intervals along LFG laterals and headers and record such information in the project notes. Station numbering shall be used and marked on the pipe, as approved by the Engineer.

1. Contractor shall measure each length of installed pipe and mark the 10-foot stations. The stationing of laterals shall begin with 0+00 at the header, ending at the riser for the well.

2. Stationing of the header shall begin with 0+00 at a location approved by the Engineer. Station numbering for pipe installed each day shall be consecutive with pipe installed on previous days. The Contractor shall not restart station numbering at 0+00 for any header segment without advance approval from the Engineer.

3. Survey equipment shall be used to measure the change in relative elevation between each 10-foot station prior to burial of any pipe.

4. The surveyed elevations and calculated change in elevation and slope for each 10-foot section shall be recorded in the Contractor's project notes.

5. A trench laser will not be considered acceptable survey equipment for the purpose of verifying pipe slope.

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B. The project notes detailing the required pipe slope confirmation shall be provided daily to the Engineer.

C. An as-built survey shall be conducted on all installed pipes prior to backfilling the trench.

1. The survey shall document the horizontal and vertical location of the top of the landfill gas laterals and header at minimum 50-foot intervals and at each change in pipe direction, ground surface grade break, change in pipe grade, fitting; included but not limited to; valves, access risers, elbows, tees, sumps, connections, pipe crossover, and tie-in along the entire pipeline routes.

2. If a run of pipe is 100 feet or less in length, Contractor shall provide survey shots at a 20-foot interval or less. For a run of pipe of 50 feet or less, Contractor shall provide survey shots at a 10-foot interval or less to document the pipe as-built conditions.

3. The survey shall also document the type of pipe, location (horizontal and vertical coordinate) of structures and appurtenances such as, but not limited to road crossing casing, pipe crossing, and tie-ins.

4. This surveying shall be sealed by a California Licensed Land Surveyor as described in Section 01 70 30, Project Record Documents.

3.07 BACKFILLING

A. Backfill materials shall be as described in Part 2 of this Section.

B. Contractor shall notify the Engineer prior to beginning backfilling. The Engineer shall inspect all pipe, fittings, and connections prior to approving backfilling. If Contractor backfills pipe without inspection of the pipe while pipe is installed in the open trench, Contractor shall uncover all uninspected buried pipe so that it may be properly inspected. This shall be done at no additional cost to the Owner.

C. Place bedding material in trench to the lines and grades shown on the Drawings.

D. Bedding material (clean soil) shall be placed in the trench ensuring material is placed under the haunch of the pipe. The bedding shall be poured into place, not pushed, and shall be raked by hand or machine to level it before placement of pipe.

E. Backfilling procedures shall be modified as necessary as approved by the Engineer in order to not displace (either horizontally or vertically) piping installed in the trench during backfill or bedding placement.

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F. Contractor shall compact the areas under all fitting(s) (i.e. tees, wyes, elbows, etc.), valve(s), sump(s), flange(s) prior to installing them in the trench. Contractor shall notify the Engineer after compacting the area and prior to placing the items listed above.

G. Place soil backfill in maximum 6-inch lifts above pipe bedding to the existing grade. Contractor shall compact soil backfill in 6-inch lifts with mechanical compaction such as a walk-behind vibratory compactor or excavator bucket. Compaction shall be to a density where subsequent passes with the mechanical compaction device will not reduce the surface elevation of the bedding material by more than three-quarters of an inch.

3.08 REFUSE DISPOSAL

The Contractor shall be responsible for loading and transporting refuse to the working face as specified in Section 02 41 16. No excavated waste shall be left overnight at any excavation at any time.

3.09 GRADING DISTURBED AREAS

Contractor shall regrade and return to their original condition, as determined by the Engineer, all areas disturbed by Contractor's work. This includes, but is not limited to ruts caused by construction equipment, soil stockpile areas, and landfill benches and terraces used for access.

3.10 TESTING REQUIREMENTS DURING PLACEMENT

A. The Contractor shall place backfill and fill materials to achieve an equal or "higher" degree of compaction than undisturbed materials adjacent to the work; however, in no case shall the degree of compaction fall below minimum compaction specified in this Section.

B. Where laboratory or field testing is specified herein to verify that the constructed, in-place work meets the specifications and quality control requirements herein, the Contractor shall employ and bear the expense for an independent testing laboratory to conduct such tests. The Contractor shall pay for the costs of all retests required due to the initial testing not passing the requirements herein. Selected laboratory shall be approved by the Owner and the Engineer.

C. Where laboratory testing is specified to verify that any individual material of construction or product meets certain quality control requirements (i.e. size, gradation, mix formula, hardness, shape, inherent strength, etc.), the Contractor shall employ and bear all expenses for an independent testing laboratory to sample the material or product and to conduct such tests and retests if necessary or required by the Owner.

END OF SECTION

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

DIVISION 32

EXTERIOR IMPROVEMENTS

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

SECTION 32 90 00

SEEDING AND SODDING

PART 1 – GENERAL

1.01 GENERAL

A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all work and services for completion of all sodding and seeding, which will occur in all Contractor disturbed areas as shown on the drawings and as specified, in accordance with provisions of the Contract Documents. Sodding is required on all previously vegetated areas disturbed during the course of the Work.

B. The work shall include, but not necessarily be limited to soil preparation, liming, fertilizing, seeding and mulching, sodding and maintenance of all areas as shown on the drawings and as specified herein, including all areas disturbed by the Contractor.

C. Construct grassing operations in strict conformity with the drawings and specifications and in accordance with the California Department of Transportation (CalTrans) Construction Manual, 2023 edition or newer.

D. Do not incorporate materials in construction until approved by the Engineer.

1.02 SUBMITTALS

A. Seed: Signed copies of vendor's statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination, and weed seed. Statements shall certify that each container of seed delivered is fully labeled in accord with the Federal Seed Act and equals or exceeds Specification requirements.

B. Sod/Turf: Prior to placing sod out, notify the Engineer of source and permit the Engineer to inspect. Submit documentation from supplier regarding species and percentages of purity.

C. Fertilizer: Furnish duplicate copies of invoices for all fertilizer used on project, along with certification of quality and warranty.

D. Guarantee: Furnish copies of manufacturer/supplier warranties or guarantees for all products provided under this Specification.

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PART 2 – PRODUCTS

2.01 TOPSOIL

Refer to Section 31 20 00, Excavating, Trenching, Backfilling, and Grading.

2.02 SOD

Provide dense, strongly rooted native grass sod in areas with preexisting grass that is disturbed as a part of the construction and free of weeds and undesirable native grasses. Sod shall be site specific and genetically appropriate, following Chapter 4 – Construction Details of CalTrans Construction Manual, 2023.

2.03 SEED

A. Fresh, clean, new-crop seed labeled in accord with U.S. Department of Agriculture Rules and Regulations and California Seed Laws and Rules and Regulations in effect on date of proposal award.

B. Provide seed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified in Chapter 4 – Construction Details of CalTrans Construction Manual, 2023. Furnish seed in sealed standard containers labeled with producer's name and seed mixture and percentages of purity, germination, and weed seed for each grass seed species required.

C. Ensure each bag of seed is tagged with an analysis tag showing the results of a test made within 12 months of planting. Wet, moldy, or otherwise damaged seed shall not be used.

2.04 MULCH

A. Wood mulch shall be applied at rates required in Chapter 4 – Construction Details of CalTrans Construction Manual, 2023, or other materials outlined in the Contract Documents.

B. Do not use mulch that contains an excessive quantity of matured seeds of noxious weeds, or other species that will grow or provide a menace to surrounding land. Do not use mulch material that is fresh or excessively brittle, or which is decomposed and will smother or retard growth of grass.

2.05 MULCH BINDER

Mulch on slopes exceeding 3:1 ratio shall be held in place by the use of an approved mulch binder. The mulch binder shall be nontoxic to plant life.

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2.06 INOCULANT FOR LEGUMES

All leguminous seed shall be inoculated prior to seeding with a standard culture of nitrogen-fixing bacteria that is adapted to the particular seed involved.

2.07 FERTILIZER

A. Provide commercial fertilizer conforming to Chapter 4 – Construction Details of CalTrans Construction Manual, 2023.

B. Apply fertilizer as a dry or liquid material, using equipment specifically designed for mixing and agitating the fertilizer. Container bags shall have the name and address of the manufacturer, the brand name, net weight, and chemical composition

C. Dry or liquid fertilizer may be applied by use of a hydroseeder. Any fertilizer that becomes caked or otherwise damaged, making it unsuitable for use, shall be replaced at the Contractor's expense.

2.08 LIMESTONE

All limestone for agricultural liming purposes shall be 3–8% of the soil's dry weight and shall follow requirements outlined in Chapter 4 – Construction Details of CalTrans Construction Manual, 2023.

2.09 WATER

The water used in the seeding and sodding operations may be obtained from any approved spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

A. Topsoil shall be placed to achieve a depth of 6 inches in all areas indicated to be sodded on the Contract Drawings and as specified herein.

B. Mulch material shall be applied uniformly over all seeded areas indicated on the Contract Drawings and as specified herein.

C. At a minimum, all previously vegetated areas within the limits of the Work disturbed by the Contractor's operations shall be seeded or sodded.

D. The period of sod establishment shall begin immediately after completion of sodding in an area and shall continue for a period of 1 year after the completion of sodding on the entire project unless the desired cover is

established in a shorter period of time and shortening of the sod-establishment period is authorized by the Engineer.

3.02 SECURING AND SOIL PREPARATION

A. The topsoil shall meet the minimum requirements specified in the Contract Documents. Topsoil shall be secured from areas from which topsoil has not been previously removed, either by erosion or mechanical methods. Topsoil shall not be removed to a depth in excess of the depth approved by a soils engineer.

B. The area or areas from which topsoil is secured shall possess such uniformity of soil depth, color, texture, drainage, and other characteristics as to offer assurance that, when removed, the product will be homogeneous in nature and will conform to the requirements of the Specifications.

C. All areas from which topsoil is to be secured shall be cleaned of all sticks, boards, stones, lime, cement, ashes, cinders, slag, concrete, bitumen or its residue, and any other refuse which will hinder or prevent growth.

D. In securing topsoil from a designated pit, or elsewhere, should strata or seams of material occur which do not come under the requirements for topsoil, such material shall be removed from the topsoil, or if required by a soils engineer, the pit shall be abandoned.

E. The Contractor shall, by a qualified laboratory, conduct laboratory analysis per Chapter 4 – Construction Details of CalTrans Construction Manual, 2023, to determine pH content and nutrient levels. The rate for adding sulfur or lime shall be based upon recommendation by the laboratory, such that Site specific requirements outlined in the Contract Documents are satisfied.

F. All areas to receive topsoil, seed and/or sod shall be raked, and all rubbish, sticks, roots and stones larger than 1 inch (subject to Client approval) shall be removed. Loosen subgrade surface immediately prior to being covered with topsoil. Subgrade shall be inspected and approved by the Engineer before topsoil is placed.

G. Topsoil shall be placed over approved areas to a depth sufficiently greater than required so that after natural settlement and light rolling the complete work will conform to the lines, grades, and elevations as indicated on the Contract Drawings. No topsoil shall be spread in water or while excessively wet.

3.03 APPLICATION OF LIMESTONE, SULFUR AND FERTILIZER

A. Sulfur and Limestone: If laboratory results indicate the addition of sulfur or lime is necessary, spread uniformly over designated areas to be seeded or

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sodded at the rate recommended in the Contract Documents and Chapter 4 Construction Details of the CalTrans Construction Manual, 2023.

B. After application of sulfur or lime, and prior to applying fertilizer, loosen areas to be seeded or sodded with a suitable device if soil has become hard or compacted. Correct any surface irregularities in order to prevent pockets of standing water.

C. Fertilizing: Distribute fertilizer per Site specific requirements outlined in the Contract Documents, or Chapter 4 of the CalTrans Construction Manual, 2023.

D. Clean surface of stones or other substances and grade area to provide an even surface with a loose, uniform texture, that will aid in turf development and reduce impediments to subsequent mowing operations.

E. Limit fine grading to areas, which can be seeded or sodded soon after preparation.

F. Limestone shall be thoroughly mixed into the soil in accordance with the soil pH requirements outlined in the Contract Documents. Contractor shall notify the soil pH result to the Engineer and get approval for the lime application rate.

G. It is the responsibility of the Contractor to make one (1) application of maintenance fertilizer at one-half the rates and should be applied in early spring following initial establishment of cover.

3.04 SEEDING OPERATIONS

A. All disturbed areas that will not be reworked or sodded within 14 days maximum shall be temporarily seeded and mulched. Disturbed areas outside the “Limits of Construction” as indicated on the Contract Documents shall be sodded at no additional cost to the Owner.

B. Seeding shall be in accordance with Site Specifications outlined in the Contract Documents, applied at a mixture and rate in conformance with Chapter 4 of the CalTrans Construction Manual, 2023. Seed shall be sown as soon as preparation of the seedbed has been completed. No seed shall be sown during high winds, nor until the surface is suitable for working and is in a proper condition. Seed mixtures may be sown together provided they are kept in a thoroughly mixed condition during the seeding operation.

C. Seeds shall be uniformly sown by any approved mechanical method to suit the slope and size of the areas to be seeded. Hydroseeding and hydromulching may be used on steep embankments, provided full coverage is obtained. Care shall be taken to adjust the seeder for seedings at the proper rate before seeding operations are started and to maintain their adjustment

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during seeding. Seed in hoppers shall be agitated to prevent segregation of the various seeds in a seeding mixture.

D. Immediately after sowing, soil compaction and plant establishment shall be per the Chapter 4 CalTrans Construction Manual.

E. Protect seeded slopes against erosion with erosion control matting or other methods approved by Engineer.

3.05 MULCHING OPERATIONS

A. Mulching shall be in accordance with the Site specific requirements outlines in the Contract Documents or Chapter 4 of the CalTrans Construction Manual, 2023.

B. Apply mulch immediately after seeding. Mulch shall be applied evenly between 3/4 inch and 1-1/2 inch deep, according to the texture and moisture content of the mulch material.

C. Apply mulch with tackifier regardless of whether using ground or hydroseeding equipment for seeding. Apply enough tackifier to the mulch to hold it in place. Do not apply mulch on windy days. Immediately replace mulch that blows away.

D. Apply walked-in-mulch on slopes ranging in steepness from 5:1 to 2:1 using a cleated track dozer.

3.06 SODDING OPERATIONS

A. The setting of sod pieces shall be staggered to avoid continuous seams where possible.

B. Sodding and Plant establishment including watering shall be in accordance with Chapter 4, CalTrans Construction Manual, 2023.

3.07 WATERING

A. The Contractor shall be responsible for maintaining the proper moisture content of the soil to ensure adequate plant growth until a satisfactory stand is obtained. If necessary, watering shall be performed to maintain an adequate water content in the soil.

B. Watering shall be accomplished by hoses, tank truck, or sprinklers in such a way to prevent erosion, excessive runoff, and overwatered spots.

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3.08 MAINTENANCE

A. The repair of any erosion or sod relocation necessary prior to the sod becoming firmly rooted to the existing soil will be the responsibility of the Contractor.

B. The Contractor shall keep all seeded and sodded areas watered and in good condition until final acceptance.

C. Maintenance shall be in accordance with the Site-specific requirements outlined in the Contract Documents or Chapter 4 of the CalTrans Construction Manual, 2023.

D. Upon completion of seeding operations, the Contractor shall clear the area of all equipment, debris, and excess material and the premises shall be left in a neat and orderly condition.

E. The Contractor shall maintain all seeded and sodded areas without additional payment until final acceptance of the Work by the Owner, as per section 3.09 of 32 90 00. Damage resulting from erosion, gullies, washouts, or other causes, shall be repaired by filling with topsoil, compacting, and repeating the seeding work at Contractor's expense.

3.09 FINAL ACCEPTANCE

A. All seeded and sodded area shall have a satisfactory growth and coverage at the final acceptance of the Work by the Owner. The vegetation growth will be considered satisfactory that has no bare spots larger than 1 square-foot and bare spots comprise of no more than 1 percent of any given area, or as outlined in the Contract Documents.

B. Sodded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, uniform, close stand of specified grass is established, free of weeds, bare or dead spots and surface irregularities, or as outlined in the Contract Documents.

C. The Contractor shall maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. If the planted areas must be resodded, reshaped, or otherwise repaired, regardless of cause, the Contractor shall perform such work at the Contractor's expense. The Engineer, at any time may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactory at no additional cost to Owner.

END OF SECTION

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SECTION 32 90 20

ENVIRONMENTAL ASSESSMENT

PART 1 – GENERAL

1.01 GENERAL

A. The Contractor shall evaluate the existing site environmental conditions and adjacent areas prior to commencement of work

1.02 LANDSCAPING AND VEGETATION

A. Existing landscaping and other vegetation that is to remain in place shall be protected against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, excess foot or vehicular traffic, or improper parking of vehicles on vegetation. Temporary fences, barricades or guards shall be used to protect vegetation to be left standing.

B. Any vegetation to remain within limits of contract work shall be watered as required to maintain their health during course of construction operations.

C. The Contractor shall repair or replace vegetation that will remain, which are damaged by construction operations, in a manner acceptable to the Owner at the Contractor's expense when deemed necessary.

1.03 PROPERTY RESTORATION

A. All landscaping and/or irrigation systems affected by work shall be restored to original condition at the Contractor's expense.

B. The Contractor shall assume all responsibility and liability for property damages, bodily injury, or financial losses and interruptions of service that may result from the construction activities which affect structures, facilities, water lines, gas lines, power lines, electric conduits, sewer lines, telephone lines, cable TV lines, cable internet lines, and all service facilities connected thereto.

C. The Contractor shall be responsible for relocation, repairing, reconstruction, and re-installation of damaged or disturbed items due to the construction activities.

D. Damaged or disturbed items shall be re-installed or restored to their original condition as soon as possible and prior to completion of work at the Contractor's expense. Restoration shall be approved by the authority having jurisdiction over the disturbed items. There shall be no extra cost to the Owner.

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E. Items not specifically stated in the Specifications that are removed, damaged, destroyed, or defaced due to neglect or carelessness on the part of the Contractor shall be repaired or replaced by the Contractor if determined so by the Owner.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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DIVISION 33

UTILITIES

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SECTION 33 21 70

LFG EXTRACTION WELLS AND WELLHEADS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall provide all labor, equipment, materials, and appurtenances necessary to drill, install, and make ready LFG extraction wells as indicated on the Drawings.

B. The perforated pipe, stone backfill, geotextile, bentonite, and soil backfill shall be set at depths and thicknesses shown on the Drawings or as designated in the field by the Engineer. It is expected that combustible and asphyxiant gases will be venting from boreholes drilled into waste within the footprint of the landfill. The Contractor's proposal price shall include provision for all equipment and procedures necessary to safely install wells and borings under this condition. All Work shall be performed by qualified workers in accordance with the best standards and practices available.

C. Upon completion of each new extraction well or boring, Contractor shall dispose of all construction and drilling refuse materials as specified in Section 02 41 16 or as directed by the Owner.

D. Related Work Described Elsewhere:

1. Section 02 41 16: Refuse Handling, Storage, and Disposal

2. Section 33 51 10: Pipe and Pipe Fittings

1.02 REFERENCES

ASTM INTERNATIONAL (ASTM)

STANDARD TEST METHODS/PRACTICE

ASTM C136/C136M-19	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D 420-18	Standard Guide to Site Characterization for Engineering, Design, and Construction Purposes
ASTM D 422-63 (2007)	Standard Test Method for Particle-Size Analysis of Soils

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ASTM D 1452-24	Standard Practice for Soil Exploration and Sampling by Auger Borings
ASTM D 2487-17(2025)	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2488-17e1	Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)

1.03 SUBMITTALS

A. The Contractor shall prepare and submit to the Engineer, for review and approval, Certificates of Compliance on materials furnished, and manufacturer's brochures containing complete information and instructions pertaining to the storage, handling, installation, and inspection of pipe and appurtenances furnished as described in Contractor Submittals.

B. The Contractor shall prepare and submit to the Engineer for review and approval, Shop Drawings showing dimensions, materials, and manufacturer's information for pipe, pipe perforations, fittings, and bentonite.

C. One week prior to well drilling, Contractor shall submit an example well boring log and construction log. The example log shall be completed with all of the required descriptions and pertinent information required under Part 3.03 of this Section.

D. At least two weeks prior to construction, the Contractor shall submit to the Engineer for review and approval, results of the sieve analysis for the soil backfill, samples of all well backfill materials (if requested), the name of the vendor(s), and source of backfill materials furnished.

E. At the end of each day, Contractor shall provide copies of the handwritten well boring and completion logs for each well drilled on that day. Information to be included on the well logs is listed in Part 3.03 of this Section.

F. Electronic (typed) copies of the Final boring logs based on field information shall be submitted with the Record Documents. Description of the boring and excavated material shall be according to the attached well boring supplement at the end of this Section.

1.04 QUALITY ASSURANCE

A. A professional experienced in installation of LFG wells shall be responsible for observing and documenting information related to all boring and installation activities. The Owner will contract with a quality assurance professional that will oversee and observe the extraction well installation.

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B. Inspect well materials for cleanliness, deformations, and imperfections, and ensure conformance with Specifications prior to use.

PART 2 - PRODUCTS

2.01 CLEAN SOIL BACKFILL

Clean soil backfill material shall be granular material free of clay, sticks, roots, organic material, MSW, and stones larger than 1-inch in any dimension. Clean soil shall be used in any location on Drawings that calls for "clean soil backfill".

2.02 STONE

A. Stone backfill shall be 1-inch to 3-inch, hard, durable non-calcareous rock. Stone shall be washed as a component of the manufacturing process and be free of organics, lumps or balls of clay, and other deleterious materials.

B. Stone shall be tested per ASTM C136/C136M-19 and contain no stone having any dimension greater than 3-inches. The grading of sizes and material shall be such that the gravel may be thoroughly consolidated and conform to the following gradation requirements:

Sieve Size	% Passing (by Weight)
3-inch	100
2½-inch	90-100
2-inch	35-70
1½-inch	0-15
3/4-inch	0-5

2.03 BENTONITE

A. "Bentonite Plug" as used in the Drawings, shall refer to a well seal comprised of hydrated sodium bentonite pellets or chips of a thickness as indicated on the Drawings. Bentonite material shall consist of clay greater than 85% sodium montmorillonite, without additives.

B. Bentonite shall be hydrated per manufacturer's instructions prior to backfilling with soil. Bentonite shall be hydrated in 6-inch lifts as per Paragraph 3.05 C of this Section.

C. Under no circumstances will the use of granular bentonite be permitted for the vertical extraction wells.

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2.04 HDPE PIPE

A. Pipe for extraction well casing shall be 8-inch HDPE SDR11 as shown on the Drawings and conforming to the requirements of Section 33 51 10 Part 2.02.

B. The perforations in the extraction well piping shall have four, 1/2-inch diameter holes spaced at 90-degree increments around the circumference of the pipe on 4-inches on-center (OC) along the perforated length. Adjacent rows of perforations shall be staggered by 45 degrees and be spaced 2-inches from the previous "non-staggered" perforations. Refer to details in the Contract Drawings.

2.05 WELL IDENTIFICATION

A. Upon completion of well drilling and piping installation, Contractor to install one (1) printed yellow well identification label sticker on each well casing:

a. Identification labels must be outdoor, UV resistant, waterproof, and permanently adhered around the well casing.

b. Identification label shall contain the following information: The words Well identification "LFG-#" and "Landfill Gas Extraction Well" as per indicated in the Drawings or shall be 6-inch tall and safety yellow with black lettering. Lettering size (LF2-#) to be 2-inch tall. Contractor to provide template for approval prior to ordering labels. Lettering by any other means shall not be permitted.

c. Identification labels shall be similar to ones found on the following websites:

1. https://www.labellab.com/weatherproof_labels

2. https://rippedsheets.com/sheet-labels/102285-outdoor-matte-waterproof-vinyl-super-permanent-labels.html/

d. Well identification tags shall be brass or stainless steel. Identification tag to be 1.25-inch diameter and 1/16-inch thick with a 1/8-inch diameter hole for hanging. LFG well number and depth shall be stamped and filled with black or white coloring. Identification tag shall be fastened to the well with a tie wire, or bead chain.

2.06 GEOCOMPOSITE "DONUT"

A. Geocomposite or geotextile ring or donut to be placed between stone and clean soil backfill in well shall be a 36-inch diameter with an 8-inch opening for traditional LFG extraction wells.

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2.07 WELLHEAD

A. Wellheads shall be 2-inch QED Quick-Change Orifice Plate (ORP215) Wellhead for an 8-inch diameter well casing, or equivalent approved by the Owner's Representative, and consistent with the Drawings.

B. Provided with an Interchangeable Orifice Plate Kit (Provided by Wellhead manufacturer).

C. The Contractor should order all ancillary wellhead components from QED, for ease of installation.

2.08 WELL CAP

A. Well caps shall be 8-inch QED Well Caps (GWC82) for an 8-inch diameter well casing, or equivalent approved by the Owner's Representative, and consistent with the Drawings.

2.09 HOSE

A. Hose for the wellhead shall be QED Solarguard flexible hose or kanaflex flexible hoses with power lock clamps inspected and approved by the Owner's Representative and consistent with the Drawings.

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION SERVICES

A. The Contractor shall survey and stake the well boring locations prior to drilling. Pre-construction layout surveying shall be done by a California Licensed Land Surveyor.

B. Contractor shall supply surveyed ground elevations of the proposed new extraction wells to the Engineer so that the design well depths may be confirmed at least one week prior to drilling.

C. Extraction well and boring locations must be approved and may be adjusted by the Engineer prior to beginning drilling.

3.02 DRILLING

A. Contractor shall stake the extraction wells locations prior to initiating drilling and coordinate the start of drilling with the Engineer.

B. The Contractor shall provide at all times a thoroughly experienced, competent driller during all operations at the drill site.

C. The Contractor must use dry drilling equipment.

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D. The LFG extraction wells to be constructed for the work are located over a base-liner system. Contractor shall confirm each well location and sign the well schedule with other project participants prior to constructing wells under this contract. Should the Contractor find discrepancies with well locations or other designed element, he/she shall contact the Engineer immediately to review findings prior to drilling/constructing LFG wells or elements. Should any design changes be required to well location(s) under this contract, project participants will be required to sign a revised well schedule.

E. Wells are to be drilled to the depth vertically straight and the diameter as shown on the Drawings. The boring depths shown on the Drawings may be adjusted in the field by the Engineer. Under no circumstances are the drilling depths from the well schedule on the Drawings to be exceeded unless approved by the Engineer in advance.

F. At wells located on sloped ground, Contractor shall install a soil platform using general fill material to level the ground prior to drilling a vertical bore.

G. If wet boring conditions are observed during drilling, the Contractor shall do the following:

1. The Engineer shall be notified of wet boring conditions.

2. If water is encountered in a boring, the Contractor may be directed by the Engineer to drill beyond the point at which it was encountered. If wet conditions remain, at the approval of the Owner and the direction of the Engineer, the boring may be terminated (after driller has attempted to advance boring for a minimum of 1 hour) and the length of perforated pipe adjusted by the Engineer. If wet conditions cease (e.g., due to a perched water layer), then drilling will continue to the design depth.

3. If water is encountered in a boring at a shallow depth, the Engineer may decrease the well depth and length of perforated pipe or relocate the well.

H. Abandonment of well bore shall be considered when the integrity of the well bore is questionable, subsurface liquids are encountered, or drilling advancement ceases. If the Contractor believes a bore needs to be abandoned, the Contractor shall do the following:

1. The Engineer shall be notified immediately upon encountering the above noted conditions, and the Owner shall have sole authority in the decision to abandon the well bore or revise well completion details.

2. The Contractor shall make a conscious effort to drill through obstructions. If a no-progress obstruction is encountered and drilling through is not possible, the Contractor shall immediately contact the

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Engineer and as directed install a shorter well, or relocate the well and abandon the drilled hole, subject to approval by the Owner. If the drill rates drop below two linear feet per hour due to the presence of any obstructions, the Contractor shall immediately contact the Engineer to inform them of the situation. On approval from the Owner, if the Engineer asks the Contractor to continue drilling through the obstruction, the Contractor can charge the Owner at the hourly drilling rate provided in the Proposal Form until the drilling rate increases above two linear feet per hour or the Engineer instructs the Contractor to stop the drilling.

3. If, in the opinion of the Engineer, the borehole has not reached a sufficient depth to function as an effective extraction well, the Contractor shall abandon this borehole by backfilling it with cuttings removed during drilling, subject to approval by the Owner. Soil shall be backfilled and compacted to ground surface. Contractor shall supply additional soil backfill to refill any settlement within the abandoned borehole, as approved by the Engineer and Owner.

4. If cuttings are unsuitable as backfill (for example, box springs, tires, etc.) the Contractor shall use soil backfill material.

5. Compensation for abandoned borings shall be at the unit price for boring refusal.

I. The bore for the well shall be straight and the well pipe shall be installed in the center of the borehole.

1. Following well drilling, a 5-foot by 5-foot well bore reinforcement grate shall be installed over the top of the borehole with opening sizes as shown in the drawing

2. The Contractor shall take all necessary precautions to maintain the well pipe vertically plumb during the entire backfill operation of the borehole to the satisfaction of the Engineer.

3. The grate over the borehole that is used to keep the well casing plumb shall not be removed until the borehole is backfilled to within 2 feet of ground surface.

4. If the pipe is installed out of plumb, as determined by the Engineer, the Contractor, at his own expense, shall correct the alignment.

5. The well casing shall extend above ground surface as shown on the drawing. No pipe couplings shall be installed above grade or within 10 feet of ground surface below grade.

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J. If for any reason the Contractor suspects that drilling may have advanced to or beyond the liner system, the Contractor shall immediately notify the Owner in verbal and written communication.

K. Contractor shall leave a solid well casing above the existing landfill grades at the location of the gas extraction wells and horizontal manifold, in accordance with the Drawings.

L. Contractor shall remove all working platforms constructed for the drill rig after the installation of the well. Hauling, construction, removal, and other work tasks related to well installation shall be carried out with minimal disturbance to the vegetation on the landfill. Any disturbance to the vegetation on the landfill shall be restored to original conditions by the Contractor at his own expense.

3.03 WELL LOGS

A. Contractor shall keep detailed well logs for all wells drilled. Information recorded on the well logs shall include the following:

1. Total depth of well.

2. Visual description of refuse at 10-foot intervals:

   a. Type of refuse encountered including the estimated percentage of the following components (by volume) on visual inspection:

      – Paper/Cardboard
      – Plastic
      – Yard refuse
      – Construction debris
      – Textiles
      – Tires
      – Sludge
      – Dirt

   b. Moisture content based on the guidelines attached to the end of this Section.

   c. State of decomposition based on the guidelines attached to the end of this Section.

   d. Temperature of excavated refuse.

3. Occurrence, depth, and thickness of soil layers or water-bearing zones.

4. Length of slotted pipe and solid pipe below grade.

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5. Thickness, description and depth from ground surface of backfill layers.

6. Length of above ground riser stick-up pipe.

B. Contractor shall use the well borings description sheet provided at the end of this Section as a guideline for describing excavated materials.

C. Field copies of the well logs shall be provided to the Engineer at the end of each day.

D. Typed final copies of the well logs shall be submitted with the Record Drawings. Handwritten logs will not be acceptable for submittal with the Record Drawings.

3.04 JOINING OF PIPES

A. Pipes shall be joined as specified in Section 33 51 10, Pipe and Pipe Fittings, Section 3.04 Part B.

1. Heat fusion joints shall be made in accordance with manufacturer's step-by-step procedures and recommendations.

2. Mechanical joining shall be accomplished with HDPE flange adapters, neoprene gaskets, and ductile iron back-up flanges, and shall be used only where shown on the Drawings.

B. At the end of each day, Contractor shall cap the ends of all joined pipes longer than 20 feet to prevent entry by animals and debris.

3.05 BACKFILLING

A. Backfilling of the well shall commence immediately after well drilling is completed and the well piping has been installed in the borehole.

1. Backfill materials shall be placed carefully within the wells to the dimensions shown on the Drawings and as approved by the Engineer.

2. Bentonite chip and soil backfill containing foreign material may be rejected by the Engineer on the basis of a visual examination.

3. Both well piping and backfill shall be installed with a reinforcement grate installed over the boring. The reinforcement grate shall remain in place until backfill is within 2 feet of existing ground surface.

4. Contractor shall install a temporary well cap on the casing stub-up during backfill to prevent the entry of backfill material into the casing and blocking the perforations.

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B. Gravel pack shall be bucket-poured through the reinforcement grate at a rate that shall not endanger the integrity of the well casing. Care shall be taken during backfilling to prevent bridging.

C. Bentonite Plug install:

1. Bentonite shall be backfilled and hydrated in 6-inch lifts. The Contractor shall soak each lift according to the manufacturer's instructions prior to filling the next one.

2. A minimum of 6 bags of bentonite shall be poured into the center of the borehole per 6-inch lift.

3. Bentonite to water ratio shall be 5 gallons per sack, or as specified by the manufacturer.

4. Contractor shall allow for bentonite seals to set prior to backfilling with soil, as specified by the product manufacturer or no less than 10 minutes, whichever is higher.

5. Soil backfill shall be rodded in the boring to provide even distribution and compaction.

D. All material layer thicknesses shall be verified by taking measurements before, during, and after installation of each layer.

3.06 REFUSE DISPOSAL

The Contractor shall dispose of excavated refuse as specified in Section 02 41 16-Refuse Handling, Storage, and Disposal.

3.07 TEMPORARY CAP

The Contractor shall temporarily cap the riser pipe of the vertical extraction well immediately after well pipe installation to prevent venting of LFG into the atmosphere. The Contractor or Owner shall remove this cap during the installation of the wellheads. Lag screws may be necessary due to the internal gas pressure within the well.

3.08 WELLHEAD INSTALLATION

A. Vertical extraction well and horizontal collector wellheads to be installed in accordance with manufacturer's recommendations. All pipe sections of the wellhead shall be air-tight. Any leaks shall be repaired by Contractor at no additional cost to the Owner. Refer to Measurement and Payment specifications and Drawings for applicable requirements for LFG Wellheads

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prior to purchasing and installing wellheads. No glue shall be utilized for the air-tight installation of the wellheads.

B. Install QED Solarguard flex hose on all wells. Hose should not have any sags, as shown on the Drawings. However, the flexible hose shall not be taut. Provide enough slack to accommodate minor pipe settlement, as approved by the Engineer.

ATTACHMENT 33 21 70 - 1 LANDFILL BOREHOLE AND WELL LOGGING GUIDANCE

END OF SECTION

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LANDFILL BOREHOLE AND WELL LOGGING GUIDANCE

Moisture Content Scale

15% Dry Refuse	20-25% Normal	25-35% Damp	35-50% Wet	50% Saturated
Rock, dirt, etc; no trace of moisture, paper will be fuzzed up	Newspaper, etc; still not noticeably wet but normal moisture	Paper shows dampness lawn clippings, tree branches, stiff & hold together	Paper saturated but no free water, just getting sloppy; water emanates when squeezed	Mud or free water present

Decomposition Scale

Little	Some	Moderate	Much	Severe
Newspaper readable; refuse looks new		Newspaper not legible; branches intact		Newspaper not legible; crumble; black/brown mucky material

Log the following (in 10-foot intervals):

- Note apparent intermediate cover thickness and presence of intermediate cell cover
- Ratio of refuse to cover soil (estimated)
- Degree of compaction (i.e., loose, moderate, tight)
- Composition description (i.e., household, garden, commercial, demolition, sludge, medical, or other)
- Percent of refuse components (plastic, metal, yard waste, etc.)
- Note color and unusual odors or appearances
- Degree of decomposition
- Percent of moisture
- Approximate dates of refuse as an indicator (only) of dates of placement (i.e., newspaper, etc.)
- Refuse temperature
- Gas presence and relative pressure and temperature
- Presence of perched or free liquid
- Note elevations and observations of changes in refuse/soil/liquid conditions

SECTION 33 51 10 -1

HDPE PIPE PRESSURE TEST PROCEDURE

This protocol describes the method for testing the installation of HDPE pipelines and components using an air pressure test. Note that testing components may be under pressure, take caution while performing pressure testing.

PROCEDURE

A. Isolate the section of HDPE pipe to be tested using fusion welded caps. Cap the ends of all branches, laterals, tees, wyes, and stubs included in the test to prevent air leakage. All caps shall be securely braced to prevent blowout.

B. Contractor shall install a temperature gauge, pressure gauge and fittings for connection of an air compressor hose and a ball valve to release the pressure at the completion of the test.

- Temperature gauge shall have a range of 0 to 100 ºC.
- Pressure gauge shall have increments equal to 1.25% of the test pressure.

Contractor shall not install new holes in pipeline for the exclusive purpose of performing the air test. However, tapped holes shown on the Plans for items such as header isolation valve monitoring ports may be utilized.

C. Connect the hose to the inlet tap and portable air supply source. Add air slowly to the test section until the pressure inside the pipe reaches the required level as shown below:

- LFG header and laterals : 4 psig
- Air supply line and leachate forcemain: 100 psig

D. Once pressurized and the pressure has stabilized, record the initial temperature (ºC) and pressure of the air inside the pipe on the test report form.

E. Begin timing the test. After the initial reading, record the temperature (ºC) and pressure of the air inside the pipe on the test report form at ten-minute intervals. Record this data for 6 intervals, until the total time equals 60 minutes.

F. For pipe segments that include an isolation valve, the pressure test must be performed to demonstrate the integrity of the valve. Contractor shall close the valve and perform pressure tests on the header segments on both sides of the valve. This will serve to identify if the valve is airtight.

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CALCULATIONS

In order to determine if the section of pipe tested is acceptable, the following calculations must be made.

A. Calculate the final theoretical pressure.

$$P_{final,\ theoretical}\ (psi) = \frac{[P_{initial}\ (psi) + 14.7] * [T_{final}\ (°C) + 273]}{T_{initial}\ (°C) + 273}$$

where,

$P_{final,\ theoretical}$ (psi) = the theoretical acceptable gauge air pressure in the pipe at the end of the 10 min. interval
$P_{initial}$ (psi) = the gauge air pressure in the pipe at the start of the 10 min. interval
$T_{initial}$ (°C) = the air temperature in the pipe at the beginning of the 10 min. interval
T_{final} (°C) = the air temperature in the pipe at the end of the 10 min. interval

B. Calculate the gauge pressure (P_c) corrected for the temperature at the end of the 10-minute interval using the following equation and the value for $P_{final,\ theoretical}$ calculated above:

$$P_c = P_{final,\ theoretical}\ (psi) - 14.7\ psi$$

C. Calculate the actual Percent Pressure Drop using the following equation:

$$\text{Percent Pressure Drop} = \frac{P_c - P_{f,\ actual}}{P_c} * 100\%$$

where,

$P_{f,\ actual}$ = the final gauge pressure in the pipe at the end of the interval

D. If the percent pressure drop is less than or equal to 10%, the pipe segment passes for that particular interval. If the percent pressure drop is greater than 10%, then the following steps shall be performed.

a) All blocked risers and capped ends shall be inspected for leaks.

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b) The pipe and all fusions in the section tested shall be inspected for cracks, pinholes, or perforations.

c) Air pressure leaks shall be located and/or verified by applying a soapy water solution and observing soap bubble formation.

d) All confirmed pipe and joint leaks shall be repaired by cutting out the leaking area and rewelding the pipe.

e) After all leaks are repaired, a retest shall be performed. This process shall be repeated until a successful test is achieved.

E. Each test (passed or failed) shall be reported in writing.

F. For each test failure, the Inspector shall note the following:

a) Location of failure segment

b) Nature of leaks

c) Repairs performed

G. Upon completion of the test, open the ball valve and allow air to escape. Caps must not be removed until air pressure in all of the test sections has been reduced to atmospheric pressure.

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DATA LOG

DATE:_____
TIME:_____

PROJECT NAME/NO:_____
CONTRACTOR:_____
PERSON PERFORMING TEST:_____
OWNER REPRESENTATIVE:_____

DESCRIPTION/LOCATION OF TEST SEGMENT: _____

Interval #	Time (min)	$T_{initial}$ (°C)	T_{final} (°C)	P_g, initial (in-H_2O)	P_i, absolute (in-H_2O)	$P_{theoretical}$* (in-H_2O)	P_c* (in-H_2O)	P_f, actual (in-H_2O)	% Pressure Drop*	Retest?
1	10									
2	20									
3	30									
4	40									
5	50									
6	60									

* See equations in procedure

PIPE SIZE: _____ SDR:____
LENGTH: _____

DESCRIPTION/NATURE OF LEAKS & REPAIRS OF RETEST SEGMENT:

_____

_____

SECTION 33 51 10

PIPE AND PIPE FITTINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall supply all materials, equipment, and labor needed to install complete and make ready for use all pipe, pipe fittings, and valves as specified herein and as indicated on the Drawings.

B. Related Work Described Elsewhere

1. Section 31 20 00 – Excavating, Trenching, Backfilling and Grading
2. Section 33 21 70 – LFG Extraction Wells and Wellheads
3. Section 33 51 30 – Condensate Management System
4. Section 33 51 10-1 – HDPE Pipe Pressure Protocol

1.02 SUBMITTALS

A. Prior to commencement of construction, the Contractor shall prepare and submit to the Engineer, for review and approval, all manufacturer quality assurance certificates, and manufacturer's brochures containing complete information and instructions pertaining to the storage, handling, installation, inspection, maintenance, and repair of each type of pipe, pipe fitting, and valve furnished.

B. The Contractor shall prepare and submit Shop Drawings to the Engineer for review and approval. The Shop Drawings shall show the following:

1. All dimensions, slopes, and invert elevations at connections to existing pipes.

2. All tie-ins to the existing system shall be field-verified and shown on the Shop Drawings. This shall include pipe size and burial depth at a minimum.

3. Pipe Dimensions for each pipe size used:

   a. Average outside diameter.
   b. Average inside diameter.
   c. Minimum average wall thickness.

4. Each pipe and fitting size to be used.

C. The Contractor shall submit all field pressure testing results to the Engineer for approval.

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1.03 MANUFACTURER'S QUALITY ASSURANCE

A. The pipe and fittings manufacturer shall have an established quality assurance program responsible for inspecting incoming and outgoing materials and assuring the long-term performance of materials and products.

B. The pipe and fitting manufacturer shall maintain permanent quality control and quality assurance records.

1.04 REFERENCE

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. Use of the most recent version is required.

ASTM INTERNATIONAL (ASTM)

ASTM D1248-16	Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable
ASTM D2321-20	Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM D2467-24	Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D2513-24e1	Standard Specification for Polyethylene (PE) Gas Pressure Pipe, Tubing, and Fittings
ASTM D 2774-21a	Standard Practice for Underground Installation of Thermoplastic Pressure Piping
ASTM D3035-22	Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter
ASTM D3261-24	Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
ASTM D3350-24	Standard Specification for Polyethylene Plastics Pipe and Fittings Materials
ASTM F714-24	Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Outside Diameter

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AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI B 31.8-22 Gas Transmission and Distribution Piping Systems – Code for Pressure Piping, Appendix N

PART 2 - PRODUCTS

2.01 FLEXIBLE PVC PIPE

A. Flexible PVC pipe shall be UV-resistant Solarguard™ Flexible Hose supplied by QED Environmental or UV-resistant Kanaflex hose.

B. Fasteners for flexible PVC pipe shall be high-strength stainless steel banding kits supplied by QED Environmental.

2.02 POLYVINYL CHLORIDE (PVC) FITTINGS

A. General:

1. All PVC fittings as indicated on the Drawings shall be Schedule 80 Polyvinyl Chloride conforming to ASTM D2467. All fittings shall be provided by one manufacturer. Acceptable manufacturers include Plastinetics, Inc. Chemtrol, ASAHI/America, or approved equal.

2. PVC fittings shall be manufactured from a compound which meets the requirements of Type 1, Grade 1, Polyvinyl Chloride PVC 1120, Class 12454-B, as outlined in ASTM D1784. A Type 1, Grade 1 compound is characterized as having the highest requirements for mechanical properties and chemical resistance.
   a. Compound from which pipe is produced shall have a design stress rating of 13,800 kPa at 23 degrees C, listed by the Plastic Piping Institute.
   b. Materials from which pipe and pipe fittings are manufactured shall have been tested and approved by NSF International.
   c. Fittings shall be homogenous throughout and shall be free from cracks, holes, foreign inclusions, and other defects.

B. PVC Fittings Storage: PVC fittings shall be stored or stacked so as to prevent damage by marring, crushing, or piercing. Maximum stacking height shall be limited to 3 feet. At the end of each day, all open ends of joined pipe shall be capped or otherwise covered to prevent entry by animals or debris. For storage over 5 days, a location shall be chosen out of direct sunlight or the fittings will be covered.

C. All fittings must be supplied by the same manufacturer.

2.03 HIGH DENSITY POLYETHYLENE (HDPE) PIPE

A. General:

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1. All High-density polyethylene (HDPE) pipe and fittings for laterals and headers shall be 6-inch diameter and greater as indicated on the Drawings and shall be Standard Dimension Ratio (SDR) 17 using a 4710 type resin or equal.

2. All High-density polyethylene (HDPE) pipe and fittings for the extraction well casings shall be 8-inch diameter (solid/perforated) as indicated on the Drawings and shall be Standard Dimension Ratio (SDR) 11 using a 4710 type resin or equal.

3. Condensate discharge pipes and fittings shall be 4-inch diameter SDR 11, or 4-inch SDR 11 x 8-inch SDR 17 dual-contained discharge pipe for areas outside limits of waste.

4. Air supply pipes and fittings shall be 2-inch diameter SDR 9 with yellow striping.

5. Pipe shall be extruded from a Type III, Class C compound as described in ASTM D1248-16. It shall be classified as cell 445574C according to ASTM D3350-24 and have the material designation of PE 4710. Pipes utilized for gas flow shall be manufactured to meet the requirements of ASTM D2513-24e1. Pipes utilized for liquid flow shall conform to ASTM F714-24. Manufacturer's literature shall be adhered to when "manufacturer's recommendations" are specified. All pipe and fittings shall be provided by one manufacturer. Acceptable manufacturers include ISCO Industries, or equal.

6. The nominal inside diameter of the pipe shall be true to the specified pipe size. Standard laying lengths shall be 40 feet ± 2 inches. Exceptions may be made for 2-inch diameter pipes in coils if suitable strengthening devices are used.

B. HDPE Fittings

1. Fittings such as couplings, flanges, wyes, tees, etc. shall be manufactured from polyethylene compound having cell classification equal to or exceeding the compound used in the pipe.

2. All fittings 12 inches and smaller shall be molded, unless approved by the Engineer.

C. All pipe and fittings must be supplied by the same manufacturer from identical materials, unless approved by the Engineer. The pipe and fittings shall be homogenous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density and other physical properties.

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2.04 FLANGES FOR HDPE PIPE

A. Flanges for HDPE pipe shall be convoluted ductile iron back-up rings with a minimum thickness of 1-inch, as manufactured by ISCO Industries, or equal. Hardware and fittings shall be stainless hot-dipped galvanized, finished with blue primer, and epoxy coated.

B. The studs, nuts, and washers for the flanges shall be hot-dipped galvanized. All below grade studs, nuts, and washers shall be thoroughly coated with Polyken Technologies 1027 Primer, or rubberized emulsion undercoating spray, or equal substitute, with no gaps in coverage. Below grade flanges shall be wrapped in 5-mil polyethylene sheeting just after installation and prior to backfilling to help prevent corrosion.

C. Flange gaskets shall be full-face Neoprene.

2.05 PIPE MARKINGS

A. All HDPE pipe shall be stamped by the manufacturer with the following information at five foot intervals:

1. Manufacturer name or trademark
2. Nominal pipe size and sizing system
3. Standard dimension ration (SDR) value
4. Type of plastic (e.g., PE 4710)
5. Production code
6. Manufacturing date
7. ASTM designations (i.e., ASTM D 2513-24e1)

2.06 VALVES

A. All valves shall be complete with all necessary operators and other accessories or appurtenances which are required for the proper completion of the Work. Operators and other accessories shall be sized and furnished by the valve supplier and factory-mounted.

B. Valves and operators shall be suitable for the exposure they are subject to, e.g., buried and landfill gas. Valves shall have all safety features required by OSHA.

C. Unless otherwise shown, valves shall be the same size as the adjoining pipe.

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D. Valve position indicators shall be installed correctly to properly identify the valve position.

E. Valve spacers shall be used for all valves 6 inches and larger.

2.07 PIPELINE LOCATOR/WARNING TAPE

A. For LFG header and laterals as shown on the Drawings, tape shall be a standard locator/warning tape imprinted with the words "Caution Gas Line Buried Below," as supplied by Reef Industries, Inc., or equal.

PART 3 - EXECUTION

3.01 GENERAL

A. Pipe shall be stored or stacked so as to prevent damage by marring, crushing, or piercing. Maximum stacking height shall be limited to 6 feet.

B. Pipe and pipe fittings shall be handled carefully in loading and unloading. They shall be lifted by hoists and lowered on skidways in such a manner as to avoid shock. Derricks, ropes, or other suitable equipment shall be used for lowering the pipe into the extraction well borings. Pipe and pipe fittings shall not be dropped or dumped.

3.02 FIELD QUALITY CONTROL

A. Pipe may be rejected for failure to conform to the Specifications or for the following reasons:

1. Fractures or cracks passing through pipe wall, except single crack not exceeding 2 inches in length at either end of the pipe which could be cut off and discarded. Pipes within one shipment shall be rejected if defects exist in more than five percent of shipment or delivery.

2. Cracks sufficient to impair strength, durability or serviceability of pipe.

3. Defects indicating improper proportioning, mixing, or molding.

4. Damaged ends, where such damage prevents making a satisfactory joint.

5. Scratches or gouges of depth greater than 10 percent of pipe wall thickness.

B. Acceptance of fittings, stubs, or other specially fabricated pipe sections shall be based on visual inspection at job site and documentation of conformance to these Specifications.

C. The Engineer shall be notified by Contractor prior to burial of pipe.

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3.03 FLEXIBLE PVC PIPE CONNECTIONS

A. Connections to pipe shall be made with clamps in accordance with the manufacturer's step-by-step procedures and recommendations, and as approved by the Engineer.

B. Flex connector bend radius shall be, at a minimum 1.5 times the diameter of the hose.

C. In no case, shall the flexible connector from the LFG well to the connecting lateral or header exceed 5-foot spacing.

3.04 HDPE PIPE HANDLING

A. HDPE pipe shall not be bent more than the minimum radius recommended by the manufacturer for type, grade, and SDR. Care shall be taken to avoid imposing strains that will overstress or buckle the HDPE piping or impose excessive stress on the joints.

B. Joining HDPE Pipe:

1. Only two methods shall be utilized to join HDPE pipe: heat fusion and mechanical joining.

    a. Mechanical Joining shall be accomplished with HDPE flange adapters, neoprene gaskets, and ductile iron back-up flanges, and shall be used only where shown on the Drawings. Refer also to Part 3.06.

    b. Heat Fusion joints shall be made in accordance with the manufacturer's step-by-step procedures and recommendations.

        1) Fusion equipment and a trained operator shall be provided by the Contractor. Pipe fusion equipment shall be of the size and nature to adequately weld all pipe sizes and fittings necessary to complete the project.

        2) Branch saddle fusions, subject to Engineer approval for use, shall be made in accordance with manufacturer's recommendations and step-by-step procedures. Branch saddle fusion equipment shall be of the size to facilitate saddle fusion within the pipe trench.

        3) Heat fusion shall be performed outside of the trench whenever practical.

        4) Before heat fusing pipe, each length shall be inspected for the presence of dirt, sand, mud, shavings, and other

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debris, and any foreign material shall be completely removed.

5) At the end of each day, all open ends of fused pipe shall be capped or otherwise covered to prevent entry by animals or debris.

c. As per the manufacturer's instructions, no fusion shall be performed in precipitation unless a shelter is provided.

3.05 HDPE PIPE INSTALLATION

A. Pipe installation shall comply with the requirements of ASTM D2321-20, Chapter 2 and Chapter 7 of the PPI Handbook of Polyethylene Pipe, and the manufacturer's recommendations.

B. Lengths of fused pipe to be handled as one segment shall not exceed 500 feet.

C. Inside of pipe shall be free of debris such as shavings and dirt.

D. The Engineer shall be notified prior to any pipe being installed in the trench in order to have an opportunity to inspect the following items:

1. All butt and saddle fusions.
2. Pipe integrity.
3. Trench excavation and bedding material for rocks and foreign material.
4. Proper trench slope.
5. Trench contour to ensure the pipe will have uniform and continuous support.
6. Proposed backfill sand and soil.

E. Any irregularities found by the Engineer during this inspection must be corrected before lowering the pipe into the trench. Pipe shall be allowed sufficient time to adjust to trench temperature prior to any testing, segment tie-ins, and/or backfilling.

F. Tie-ins shall be made out of the trench whenever possible. When tie-ins are to be made in a trench, a bell hole shall be excavated large enough to ensure an adequate and safe work area.

G. Below-grade piping shall be marked with warning tape to be buried in the trench above the pipe as indicated on the Drawings.

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H. Contractor shall collect all pipe shavings and discard in a trash receptacle. Shavings shall not be left on the ground overnight or during periods of highwinds.

I. All installed HDPE pipe shall be marked in 10-foot intervals corresponding to the stationing required for slope confirmation and conformance surveying. For main pipeline, station numbering shall be continuous and sequential. Station numbering shall be referenced in daily logs to document pipe installation progress.

3.06 FLANGED CONNECTIONS

A. For flanged connections in virgin soil, the Contractor shall wrap and tape the flanges and bolts in 5-mil polyethylene sheeting prior to backfilling to help protect the assembly from corrosion.

B. Flanges shall be joined with stainless hot-dipped galvanized studs and nuts. Stud lengths shall accommodate the required distance between flanges including valve spacers, if necessary.

C. For flanged connections within the limits of refuse, all below grade back-up rings, studs, nuts and washers shall be thoroughly coated with Polyken Technologies 1027 Primer, or rubberized emulsion undercoating spray, or equal substitute.

D. The Contractor shall wrap and tape the flanges and bolts in 5-mil polyethylene sheeting prior to backfilling.

3.07 PIPE SUPPORTS

A. All piping and valves shall be supported in such a manner as to prevent any stress being transmitted between sections and connected equipment and appurtenances.

3.08 SEGMENT TESTING (AIR PRESSURE)

A. The HDPE laterals and connections to LFG header, air supply lines, and condensate discharge line pipelines (both carrier and containment pipes in case of dual contained pipes) shall be subjected to pressure tests as described herein to detect any leaks in the piping. Testing shall be performed on grade. In case of buried piping, testing shall be performed below grade (inside the trench). The Contractor shall accept the responsibility for locating, uncovering (if previously backfilled), and repairing any leaks detected during testing.

B. Polyethylene piping shall be butt welded together into testing segments. Segments shall be connected to a testing apparatus on one end and fitted with fusion-welded caps on all openings.

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C. The segment to be tested shall be allowed time to reach constant and/or ambient temperature before initiating the test.

D. The test must be performed during a period when the pipe segment will be out of direct sunlight; i.e., early morning, late evening, or cloudy days. This will minimize the pressure changes which will occur during temperature fluctuations. No testing will be allowed during the middle of the day or when pipe segments are exposed to sunlight.

E. The test pressure for LFG laterals, header, containment pipes of dual contained pipes, and condensate sumps shall be 4 psig. The test pressure for air supply and liquid conveyance pipes shall be 100 psig.

F. Pressure drop during the test shall not exceed 10 percent of the testing gauge pressure (psig) over a period of one hour. (See Section 3.09 for test failures). The Engineer shall sign off on a test form to indicate test compliance.

G. The Engineer and CQA Consultant shall be notified prior to commencement of the testing procedure and shall be present during the test.

H. All equipment for this testing procedure, including an adequately sized air compressor, fittings, caps/pipe plugs, etc., shall be furnished by the Contractor. Other necessary equipment includes a flange adaptor with a steel or brass blind flange. Tapped and threaded into the blind flange will be a temperature gauge with a scale of 0 to 100 degrees C with 1-deg. intervals, a digital pressure gauge or analog pressure gauge with a scale that spans the test pressure range with increments equal to 1.25 percent (0.05 psig) of the test pressure, an appropriate valve to facilitate an air compressor hose, and a ball valve to release pipe pressure at completion of test. Pipe reducers shall be utilized to adapt test flange to size of pipe being tested.

3.09 TEST FAILURE

A. The following steps shall be performed when a pipe segment fails the ten percent/one-hour test described in Part 3.08, above.

1. The pipe and all fusions shall be inspected for cracks, pinholes, or perforations.

2. All blocked risers and capped ends shall be inspected for leaks.

3. Leaks shall be located and/or verified by applying a soapy water solution and observing the formation of soap bubbles.

B. All pipe and fused joint leaks shall be repaired by cutting out the leaking area and refusing the pipe.

C. After all leaks are repaired, a retest shall be performed in accordance with Part 3.08.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

3.10 TEST REPORTING

A. Each test (pass or failure) shall be reported in writing on the attached pipe testing form or another form approved by the Engineer.

B. If failure occurs, Contractor shall note the following:

1. Location of failure segment.
2. Nature of leaks.
3. Repairs performed.
4. Results of test.

END OF SECTION

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

SECTION 33 51 20

LFG HEADER ISOLATION VALVES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall provide all materials, equipment, and labor needed to install complete and ready-for-use all header isolation valves as specified herein and as indicated on the Plans.

B. Related Work Described Elsewhere: Section 33 51 10 – Pipe and Pipe Fittings.

1.02 SUBMITTALS

A. The Contractor shall prepare and submit to the Engineer, for review and approval, certificates of compliance on materials furnished and manufacturer's brochures containing complete information and instructions pertaining to the storage, handling, installation, inspection, maintenance, operation, and repair of each type of valve furnished. Shop drawings shall be submitted for butterfly valve assemblies requiring spacers per paragraph 3.01 B of this Section.

PART 2 – MATERIALS

2.01 VALVES

B. All valves shall be complete with all necessary operators, actuators, handwheels, extension stems, worm gear operators, operating nuts, wrenches, and other accessories or appurtenances which are required for the proper completion of the Work. Operators and other accessories shall be sized and furnished by the valve supplier and factory-mounted.

C. Valves shall be suitable for the intended service. Renewable parts including discs, packing, and seats shall be of types recommended by valve manufacturer for intended service, but not of a lower quality than specified herein.

D. Valves and operators shall be suitable for burial within a landfill.

E. Unless otherwise shown, valves shall be the same size as the adjoining pipe.

F. Header isolation valves shall be butterfly bubble tight, wafer design, with a PVC body, polypropylene disc, nitrile seats and seals, 316 SS valve stem, and compatible with a flat face flange. Valves shall be Asahi-America Type 56 series (12-inch) and Type 57 series (8-inch and 6-inch).

G. Valves for the Sample Ports shall be ¼-inch Labcock.

H. Stem extensions (if required) shall be stainless steel in an epoxy coated carbon steel outer housing with a diecast aluminum alloy gear box assembly mounted on top and equipped with a removable manual operating wheel. Height of stem extensions in accordance with the Contract Drawings.

2.02 MONITORING PORTS AT VALVES

Monitoring ports shall be installed at each below grade isolation valve (if applicable) and shall include the following items, or equal substitutes. Monitoring hose shall be stainless steel with outer braid Swagelok flexible metal hose, or approved equal, of adequate length to extend above grade if shown on the Plans. The male NPT end shall be threaded into the top of the header. Sampling end shall be Easy Port™ ¼ inch male NPT screw-capped long barb fittings as supplied by QED Environmental, model no. 40987. The hose shall be secured to the valve stem inner boring by stainless steel brackets.

2.03 IDENTIFICATION TAGS

A. Contractor shall supply and affix to each valve an adhesive sticker marked with pre-printed letters designating the valve number (e.g., V-3, V-4, V-5). Tags shall not be marked with pen or marker.

B. Tags shall be yellow adhesive stickers with black lettering as shown in the example below. The sticker shall contain the following information: Valve point ID as “V-ID number”, and the text “Header Isolation Valve”.



C. The label should be 6-inch tall at minimum, with a text height for the ID of 2-inch in black lettering. Contractor shall provide template for approval prior to ordering labels. Lettering by any other means shall not be permitted.

D. Identification labels shall be similar to ones found on the following websites:

1. https://www.labellab.com/weatherproof_labels

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

2. https://rippedsheets.com/sheet-labels/102285-outdoor-matte-waterproof-vinyl-super-permanent-labels.html/

PART 3 – EXECUTION

3.01 INSTALLATION

A. Valves shall be installed in accordance with the manufacturer's recommendations and the following:

1. Butterfly valves shall be installed between two flanges as shown on the Drawings; care shall be taken to avoid stripping studs when tightening.

2. Flanges shall be joined with hot-dipped galvanized studs and nuts, backup rings shall be ductile iron. Stud lengths shall accommodate the required distance between flanges including spacers, if necessary.

3. All below grade back-up rings, studs, nuts and washers shall be thoroughly coated with Polyken Technologies 1027 Primer.

4. The Contractor shall wrap and tape the valve, flanges, and bolts in 5-mil polyethylene sheeting prior to backfilling in case of buried laterals/headers.

5. In case of on-grade headers/laterals, the Contractor shall mound soil on the header 3-ft from each of the flange tie-ins for the valve, such that the header/lateral is secured in place, being unaffected by HDPE pipe movement due to thermal expansion, or have pipe anchors installed along the header per the details on the Contract Drawings.

B. Flanged butterfly valves may require spacers between the flange adapters and the valve body in order to allow full travel of the internal disk. If spacers are necessary for any butterfly valve, the Contractor shall install valve spacers subject to approval by the Engineer.

END OF SECTION

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

SECTION 33 51 30

LFG CONDENSATE MANAGEMENT SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall supply all materials, equipment, and labor needed to install complete and make ready for use all condensate sumps, pneumatic pumps and related LFG system appurtenances as specified herein and as indicated on the Drawings.

B. Related Work Described Elsewhere

1. Section 31 20 00 – Excavating, Trenching, Backfilling and Grading
2. Section 33 51 10 – Pipe and Pipe Fittings
3. Section 33 51 10-1 – HDPE Pipe Pressure Protocol

1.02 SUBMITTALS

A. Prior to commencement of construction, the Contractor shall prepare and submit to the Engineer, for review and approval, all manufacturer quality assurance literature, shop drawings, or other information pertaining to the assembly, operation, adjustments, and other maintenance and repairs of equipment to be installed under this Section, together with detailed parts lists, drawings, dimensions, and/or photographs.

B. The Contractor shall prepare and submit Shop Drawings to the Engineer for review and approval. The Shop Drawings shall show the following:

C. At start-up, the Contractor shall submit Operations and Maintenance (O&M) manuals of pumps and pertinent components of the LFG Condensate Management System.

1.03 MANUFACTURER'S QUALITY ASSURANCE

A. The pipe and fittings manufacturer shall have an established quality assurance program responsible for inspecting incoming and outgoing materials and assuring the long-term performance of materials and products.

B. The pipe and fitting manufacturer shall maintain permanent quality control and quality assurance records.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

1.04 REFERENCE

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. Use of the most recent version is required.

ASTM INTERNATIONAL (ASTM)

ASTM D1248-16	Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable
ASTM D2321-20	Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM D2513-24e1	Standard Specification for Polyethylene (PE) Gas Pressure Pipe, Tubing, and Fittings
ASTM D 2774-21a	Standard Practice for Underground Installation of Thermoplastic Pressure Piping
ASTM D3035-22	Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter
ASTM D3261-24	Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
ASTM D3350-24	Standard Specification for Polyethylene Plastics Pipe and Fittings Materials
ASTM F714-24	Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Outside Diameter

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI B 31.8-22	Gas Transmission and Distribution Piping Systems – Code for Pressure Piping, Appendix N

PART 2 - PRODUCTS

2.01 CONDENSATE SUMP

A. The condensate sump system shall be capable of handling a minimum flow rate of 5 gallons per minute (gpm) with a total dynamic head of 140 feet.

B. The sump shall be a welded, dual walled HDPE assembly as shown on the Drawings. The reservoir shall be fabricated from SDR 17 pipe and designed to withstand a vacuum of 120 inches-w.c. and a pressure of 5 PSIG at 130 degrees F.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

C. Condensate sump can be tested by the manufacturer. The Contractor to provide leak test report to Engineer. Also, the condensate sump will be tested in conjunction with all attached header piping at 4 PSIG for a duration of one hour with no more than 10 percent pressure loss.

D. The condensate pump shall have level controls. The pump shall pump condensate to a discharge line. Discharge piping from the sump to the condensate discharge line shall be of a size and material recommended by the manufacturer such that the pneumatic pump can deliver the anticipated condensate load.

2.02 VAULT

A. Vault shall be an automatic condensate sump series 7000 manufactured by Real Environmental Products, or approved equal. HDPE pipe materials shall conform to ASTM D1248-16 standards.

2.03 PNEUMATIC PUMP

A. Pump shall be submersible air displacement pump, internally controlled and designed for leachate and condensate systems. Pump shall be bottom-loading with fiberglass body. Major metal components shall be stainless steel, this shall include the pump head assembly, center dip tube, discharge check valve assembly, chain support harness, 3.5-inch extended inlet screen, and bottom check collar. Plastic components shall be PVDF (Kynar) or UHMWPE.

B. The pneumatic pumps shall be QED AutoPump bottom inlet Model Low Drawdown AP4+BL.

C. Pump installed in condensate sumps shall include the following components:

1. Air filter/regulator.
2. Air inlet supply pressure gauge.
3. Pump cycle counter.
4. High liquid level indicator.

D. Pump shall have a minimum pumping capacity of 5 gpm with a total dynamic head of 140 feet and an air supply pressure of 60 pounds per square inch, gauge (psig).

E. Pump accessories to include are 4-inch vacuum fit cap and hose set, including the discharge hose (3/4-inch I.D. Nylon Tube) from the pneumatic pump to the HDPE forcemain and the 150 psig rated, 1/4-inch I.D. air hose to the HDPE air supply line.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

F. Air and discharge hose lengths outside the sump shall be field determined by Contractor and approved by the Engineer.

G. Each pump shall include a 1/2-inch stainless-steel braided wire rope from pump to surface cap. A stainless-steel quick link connector will be used to attach the rope to the pump support harness.

2.04 AIR SUPPLY LINE

A. The air supply line from the compressor shall be 2-inch diameter HDPE SDR 9 pipe with yellow stripe as specified in the Specification and as shown on the Drawings.

2.05 CONDENSATE DISCHARGE LINE/DRAINAGE LINE

A. The condensate discharge line shall be 4-inch diameter HDPE SDR 11 pipe as specified in the Specifications and as shown on the Drawings.

PART 3 - EXECUTION

3.01 AIR SUPPLY AND CONDENSATE DISCHARGE LINE/DRAINAGE LINES

A. The air supply and condensate discharge/drainage lines shall be located in the same trench as the header/lateral piping (where possible when buried) at a minimum depth as shown on the Drawings. In above ground settings, the air supply line and condensate discharge/drainage lines shall be connected to each other with stainless-steel straps at 12-foot intervals.

3.02 CONDENSATE SUMP INSTALLATION

A. Contractor shall install condensate sump in the location and to the lines shown on the Drawings. Sump shall be installed vertically plumb.

B. HDPE pipe connections shall be made in accordance with Section 33 51 10 Pipe and Pipe Fittings.

C. Caution shall be exercised when backfilling around the sump to prevent pipes and connections.

D. Acceptance of sump shall be based on visual inspection at job site and documentation of conformance to these Specifications.

E. The Engineer shall be notified by Contractor prior to burial of sumps.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

3.03 PUMP INSTALLATION

A. Pump shall be installed in accordance with manufacturer's recommendations. Pump vent line shall be installed to discharge inside the sump.

B. Install pump so bottom of pump is suspended off bottom of sump as shown on the Drawings, as recommended by manufacturer and approved by Engineer.

3.04 TESTING

A. Upon completion of the installation, tests shall be performed by the Contractor with the assistance of the manufacturer's representative, in the presence of the Engineer. These tests shall demonstrate condensate pump, startup, shutdown, operation, and maintenance. Tests shall demonstrate the pumping of test water from the sump for the full drawdown of the pump. Equipment and other requirements necessary to perform the tests shall be furnished by the Contractor.

END OF SECTION

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

DRAWINGS FOR THE

2025 LANDFILL GAS COLLECTION AND CONTROL SYSTEM EXPANSION DESIGN

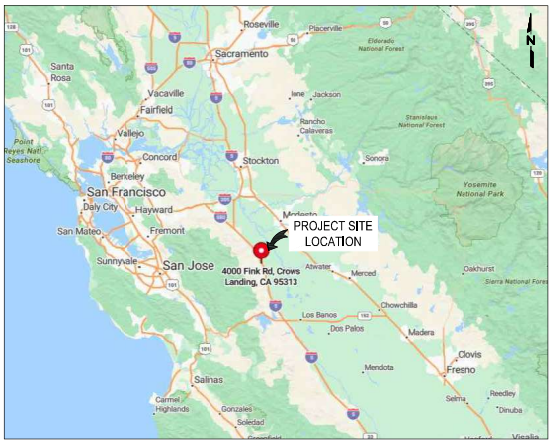
AT THE

FINK ROAD LANDFILL

4000 FINK RD.
CROWS LANDING, CA. 95313

PREPARED FOR

STANISLAUS COUNTY



VICINITY MAP
N.T.S.

SOURCE IMAGE: BING MAPS

DRAWING NO.	DRAWING TITLE
1	TITLE SHEET
2	GENERAL NOTES
3	EXISTING GCCS MAP
4	PROPOSED OVERALL SITE PLAN
5	PROPOSED GCCS SITE PLAN
6	PROFILES
7	SITE BASE GRADES
8	PROPOSED WELL SCHEDULE
DS1	VERTICAL EXTRACTION WELL DETAILS
DS2	DETAIL SHEET 2
DS3	DETAIL SHEET 3
DS4	DETAIL SHEET 4

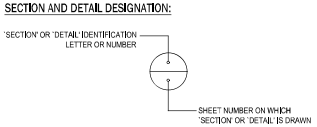


LOCATION MAP
N.T.S.

SOURCE IMAGE: BING MAPS

NOTE TO CONTRACTOR:
THE CONTRACTOR IS DULY ADVISED THAT CONSTRUCTION IS BEING PERFORMED AT A SOLID WASTE FACILITY. THE PRESENCE OF LANDFILL GAS (LFG), WHICH CONSISTS PRIMARILY OF METHANE, CARBON DIOXIDE, HYDROGEN SULFIDE, AND OTHER GASES COULD BE PRESENT. THE PRESENCE OF LFG CAN CREATE A HAZARDOUS ENVIRONMENT WITH THE POTENTIAL FOR BOTH COMBUSTION/EXPLOSION AT CONCENTRATIONS BETWEEN 5% AND 15% METHANE, BY VOLUME. THE CONTRACTOR IS ADVISED TO TAKE EXTRA PRECAUTIONS DURING CONSTRUCTION ACTIVITIES INCLUDING WELDING OR OTHER ACTIVITIES THAT COULD GENERATE A SPARK OR HEAT. THE CONTRACTOR IS ADVISED TO MONITOR METHANE CONCENTRATIONS IN THE WORK AREA AND ADHERE TO THE HEALTH AND SAFETY REQUIREMENTS.

SECTION AND DETAIL DESIGNATION:



ISSUED FOR BID

REGISTERED PROFESSIONAL ENGINEER
MELINDA E. DOUGHERTY
C 68966
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA
04/04/25

NO.	REVISION	DATE

SHEET TITLE: TITLE SHEET

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION
FINK ROAD LANDFILL
CROWS LANDING, CA. 95313

CLIENT: StanIslaus County

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
4820 DAVIS DR. SUITE 200
PLEASANTON, CA. 94588
PH. (925) 426-1066

PROJECT NO: 01219010.00 | DSN. BY: RRIEG | CHK. BY: EMS | APP. BY: MED | ACAD FILE: LI/FILE-FS01

DATE: 04-04-2025

SCALE: AS SHOWN

SHEET: 1

Packet Pg. 521

5.B.12.a

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

...ECTS\01219010.10\Data and Calculations\GCCS Design\03-Final Design\DWG\2025 FRLF GCCS Expan v2.0 FB Design.dwg Apr 03, 2025 - 2:44pm By: 27477...

GENERAL NOTES:

1. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES AND TYPICAL DETAILS OR SPECIFICATIONS.
2. CONTRACTOR IS ADVISED TO NOT SCALE DRAWINGS. IF DIMENSIONS OR DETAILS ARE NOT CLEAR, OR IF DISCREPANCIES EXIST ON THE DRAWINGS, CONTACT ENGINEER.
3. WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIAL, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDUM.
4. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED GAS COLLECTION AND CONTROL SYSTEM. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE EXISTING ENVIRONMENTAL FEATURES DURING CONSTRUCTION AND AFTER CONSTRUCTION.
5. CONTRACTOR SHALL IDENTIFY AND PROTECT ALL LANDFILL GAS COLLECTION AND CONTROL SYSTEM (GCCS) COMPONENTS FROM DAMAGE DURING WORK. ANY DAMAGE TO LANDFILL GCCS COMPONENTS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE COUNTY. COSTS ASSOCIATED WITH THESE REPAIRS SHALL INCLUDE THE ACTUAL REPAIR COSTS AND ALL THE ENGINEERING COSTS REQUIRED BY THE ENGINEER TO COORDINATE AND OBTAIN REGULATORY APPROVAL OF THE REPAIRS.
6. THE CONTRACTOR SHALL TAKE NO ADVANTAGE OF ANY ERROR OR OMISSION IN THE PLANS, ESTIMATED QUANTITIES OR SPECIFICATIONS. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE PRIOR TO COMMENCING WITH THE WORK. SPECIAL CARE SHALL BE GIVEN TO SITE AND EQUIPMENT LAYOUT THEREON. IN THE EVENT THE CONTRACTOR DISCOVERS AN ERROR, OMISSION, OR POSSIBLE DISCREPANCY BETWEEN FIELD CONDITIONS AND THE DRAWINGS, THEY SHALL IMMEDIATELY NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
7. THE DESIGN, ADEQUACY AND SAFETY OF ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. ALL DETAIL CALLOUTS AS SHOWN ON THE DRAWINGS, SECTIONS AND ELEVATIONS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER REFERENCED OR NOT. TYPICAL DETAILS AND NOTES SHALL APPLY UNLESS SHOWN OTHERWISE IN DRAWINGS.
9. THE CONTRACTOR SHALL LAY OUT PIPE TO CONFORM TO FIELD CONDITIONS. PROVIDE 12" MINIMUM COVER AND 5% MINIMUM SLOPE CROSSING BELOW PERIMETER AND MAIN HAUL ROADS. PROVIDE MINIMUM PIPE DRAINAGE SLOPE OF 3% WITHIN WASTE LIMIT AND 1% OUTSIDE WASTE LIMIT. CONTRACTOR RESPONSIBLE FOR CUT (12" MAX, UNLESS OTHERWISE NOTED PER PLAN) AND FILL BENEATH PIPE TO ENSURE PROPER DRAINAGE, AS APPROVED BY THE OWNER/ENGINEER.
10. HEADER AND LATERAL PIPING SHALL BE STAKED PRIOR TO COMMENCEMENT OF WORK AND APPROVED BY OWNER AND ENGINEER. HOWEVER, THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO MAINTAIN THE MINIMUM SLOPE AND SOIL COVER ON ALL INSTALLED PIPING. CONTRACTOR TO ADJUST FOR ACTUAL FIELD CONDITIONS.
11. NO PIPE TRENCH SHALL BE LEFT OPEN OVERNIGHT.
12. ALL PIPING TO BE INSTALLED TO PROVIDE POSITIVE CONDENSATE DRAINAGE TO PROPOSED LOW POINTS OR CONDENSATE SUMPS.
13. ALL LFG HEADER AND LATERAL PIPING SHALL BE HDPE SDR 17 FOR ALL SIZES. AIR LINE SHALL BE HDPE SDR 9, CONDENSATE LINE SHALL BE HDPE SDR 11. ALL ROAD CROSSINGS SHALL INCLUDE 16 GAUGE CORRUGATED METAL PIPE OR SCHEDULE 40 STEEL. ROAD CROSSING CASING SHALL BE SCHEDULE 40 STEEL WHEN LESS THAN 2-FEET OF COVER ABOVE CASING AND 16 GAUGE CORRUGATED METAL PIPE WHEN GRADES ALLOW FOR GREATER THAN 2-FEET OF COVER.
14. ALL INSTALLED PIPE, WHETHER ABOVE OR BELOW GRADE, SHALL BE PRESSURE TESTED AFTER INSTALLATION. THE CONSTRUCTION QUALITY ASSURANCE CONSULTANT MUST BE PRESENT FOR ALL PNEUMATIC PRESSURE TESTS. THE PRESSURE TEST WILL BE AS FOLLOWS:
    - LANDFILL GAS HEADER AND LATERAL PIPING SHALL BE PRESSURIZED WITH AIR TO 4 PSI AND HOLD THAT PRESSURE FOR A PERIOD OF 1 HOUR;
    - AIR SUPPLY AND DEWATERING DISCHARGE LINE PIPING SHALL BE CONDUCTED AT 4 PSI FOR 30 MINUTES, THEN THE PRESSURE SHALL BE INCREASED TO 100 PSI AND HELD FOR AN ADDITIONAL 30 MINUTES;
    - CONTRACTOR SHALL PRESSURE TEST THE LINES WHILE THEY ARE IN THE TRENCH OR FINAL DESIGN LOCATION;
    - USE PRESSURE GAUGE THAT ALLOWS THE CQA CONSULTANT TO DETERMINE IF THE PRESSURE DROPS MORE THAN 10% OF THE INITIAL PRESSURE WITHIN THE ONE-HOUR TEST PERIOD;
    - A DROP IN PRESSURE SHALL INDICATE A LEAK EXISTS AND SHALL BE REPAIRED AND RETESTED;
    - PIPE SHALL BE TESTED IN SEGMENTS NO LONGER THAN 2,000 FEET UNLESS APPROVED BY THE ENGINEER.
15. CONTRACTOR IS RESPONSIBLE FOR HAULING EXCAVATED WASTE TO THE WORKING FACE THE SAME DAY. NO EXCAVATED WASTE SHALL BE LEFT OVERNIGHT.
16. CONTRACTOR IS RESPONSIBLE FOR THE CONSTRUCTION AND REMOVAL OF DRILLING PADS, AND FOR RESTORING GRADES TO THEIR ORIGINAL CONDITIONS FOR ALL AREAS DISTURBED DURING CONSTRUCTION.
17. CONTRACTOR SHALL PROVIDE THIRD PARTY SURVEY FOR CONSTRUCTION QUALITY ASSURANCE TO RECORD AS-BUILT CONDITIONS. PIPE RUNS SHALL BE RECORDED AT NATURAL GROUND AND THE TOP OF PIPE EVERY 50 FEET ON INSTALLED PIPING, OR MORE FREQUENT FOR PIPE BENDS, FITTINGS, AND VALVES. AS-BUILT SURVEY IS TO BE COMPLETED AND APPROVED BEFORE CONTRACTOR LEAVES SITE.
18. ALL EXISTING PIPING THAT IS NOT IN USE, AS DIRECTED BY THE OWNER/ENGINEER, SHALL BE RELOCATED BY THE CONTRACTOR TO THE ONSITE STORAGE FACILITY.
19. CONTRACTOR TO USE FACTORY MOLDED/FABRICATED CONCENTRIC REDUCER FITTINGS AS NECESSARY.
20. ELECTRO-FUSION COUPLERS ARE NOT ALLOWED FOR PIPE OR FITTING CONNECTIONS WITHOUT OWNER AND ENGINEER APPROVAL.
21. CONTRACTOR TO PROTECT IN PLACE THE EXISTING ABOVE AND BELOW GRADE LATERALS DURING CONSTRUCTION. IF EXISTING PIPING NEEDS TO BE RELOCATED TEMPORARILY DURING CONSTRUCTION, THE CONTRACTOR WILL COORDINATE WITH OWNER/ENGINEER.
22. IN ORDER TO ENSURE THAT ANY PIPE SHAVINGS OR DEBRIS THAT MAY HAVE BEEN PULLED INTO THE HEADER DURING CONSTRUCTION DO NOT CLOG THE BLOWER STATION CONDENSATE KNOCKOUT POT DEMISTER PAD, THE CONTRACTOR SHALL INSPECT AND CLEAN THE DEMISTER PAD AFTER ALL WORK IS COMPLETE AND THE SYSTEM HAS RUN FOR AT LEAST 12 HOURS.
23. CONTRACTOR TO COMPACT AROUND ALL NEWLY INSTALLED OBJECTS PENETRATING THROUGH THE GROUND SURFACE. THIS INCLUDES USING A HAND OR MACHINE TAMPER. LARGE CLODS AND SURFACE VOIDS ARE NOT ACCEPTABLE.

NOTES FOR BENTONITE PLUGS:

1. MATERIALS REQURIRED:
    - ⅜" TO ¾" WYOMING SODIUM BENTONITE CHIPS (PDS CO. PLUG OR BARIOD HOLE PLUG)
    - BENTONITE MESH (8-MESH PDS GRANULAR SEAL OR BARIOD BENSEAL)
    - VISCOSIFIER/BOREHOLE STABILIZER POLYMER (BARIOD EZ-MUD)
2. EACH "BATCH" TO BE PREPARED AS FOLLOWS. BATCHES TO BE PREPARED NOT TO EXCEED 6-IN LIFTS:
    - STEP 1 - ACCURATELY MEASURE 24 U.S. GALLONS (91-LITERS) OF FRESH WATER INTRO GROUT MIX TANK AND MARK TANK TO ENSURE REPEATABILITY.
    - STEP 2 - WITH MIXING PADDLES AT HIGH SPEED, ADD 8-10 FLUID OUNCES (240-300 ML) OF LIQUID POLYMER TO THE PRE-MEASURED FRESHWATER. WITH MIXING PADDLES MAINTAINED AT HIGH SPEED, BLEND ONE SACK OF OF BEN SEAL INTO EZ-MUD/WATER MIXTURE. RATE OF BENSEAL ADDITION SHOULD BE COMTROLLED' NORMAL APPLICATION RATE IS 15 TO 30 SECONDS PER 50-LBS (23 KG) BAG. MIXING OF GROUT SHOULD CONTINUE ONLY LONG ENOUGH TO ACHIEVE UNIFORM SUSPENSION OF GRANULAR BENSEAL WITHIN THE EZ-MUD/WATER MIXTURE PRIOR TO PUMPING.
    - STEP 3 - PUMP BENSEAL AND EZ-MUD SLURRY THROUGH A 1.0-1.25 INCH (25-32 MM) ID TREMIE PIPE INTO HOLE WITHOUT DELAY. PADDLE STIRRING SHOULD BE MAINTAINED AT A MODERATE SPEED DURING ACTIVE PUMPING TO ENSURE CONTINUOUS SUSPENSION OF THE GRANULAR BENSEAL. GROUT SLURRY SHOULD BE PUMPED THROUGH TREMIE PIPE FROM BOTTOM OF INTERVAL TO SURFACE TO ENSURE EFFECTIVE DISPLACEMENT. MAINTAIN SUBMERGENCE OF TREMIE PIPE A MINIMUM OF 10-FEET WITHIN GROUT COLUMN FOR UNIFORM DISPLACEMENT.
    - STEP 4 - FOR CONTINUOUS GROUTING OPERATIONS, PUMP UNTIL THE GROUT RETURNED AT THE SURFACE IS OF THE SAME CONSISTENCY AS THE GROUT BEING PUMPED INTO THE HOLE.

ABBREVIATIONS:

APPROX.	APPROXIMATE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
CMP	CORRUGATED METAL PIPE
CQA	CONSTRUCTION QUALITY ASSURANCE
DEG.°	DEGREE
ELEV., EL.	ELEVATION
EXIST.	EXISTING
FT., '	FOOT
GAL.	GALLON
GALV.	GALVANIZED
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
IN., "	INCH
I.E.	INVERT ELEVATION
LF	LINEAR FEET
LFG	LANDFILL GAS
MAX.	MAXIMUM
MIN.	MINIMUM
MSL	MEAN SEA LEVEL
NPT	NATIONAL PIPE TAPERED THREADS
NTS	NOT TO SCALE
NO., #	NUMBER
PSI	POUND PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
QED	QED ENVIRONMENTAL SYSTEMS
RC	ROAD CROSSING
SCH.	SCHEDULE
SDR	STANDARD DIMENSION RATIO
S.S.	STAINLESS STEEL
TYP.	TYPICAL
W/	WITH
Ø	DIAMETER
%	PERCENT

ISSUED FOR BID

REGISTERED PROFESSIONAL ENGINEER — MARIA E. DOUGHERTY — C 68966 — EXP. 12/31/25 — CIVIL — STATE OF CALIFORNIA — Wet Signed 04/25

NO.	REVISION	DATE

SHEET TITLE: GENERAL NOTES

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION, FINK ROAD LANDFILL, CROWS LANDING, CA, 95313

CLIENT: Stanislaus County

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
4820 DANBY DR, SUITE 200
FLOSAMOR, CA, 94588
PH. (925) 426-1000

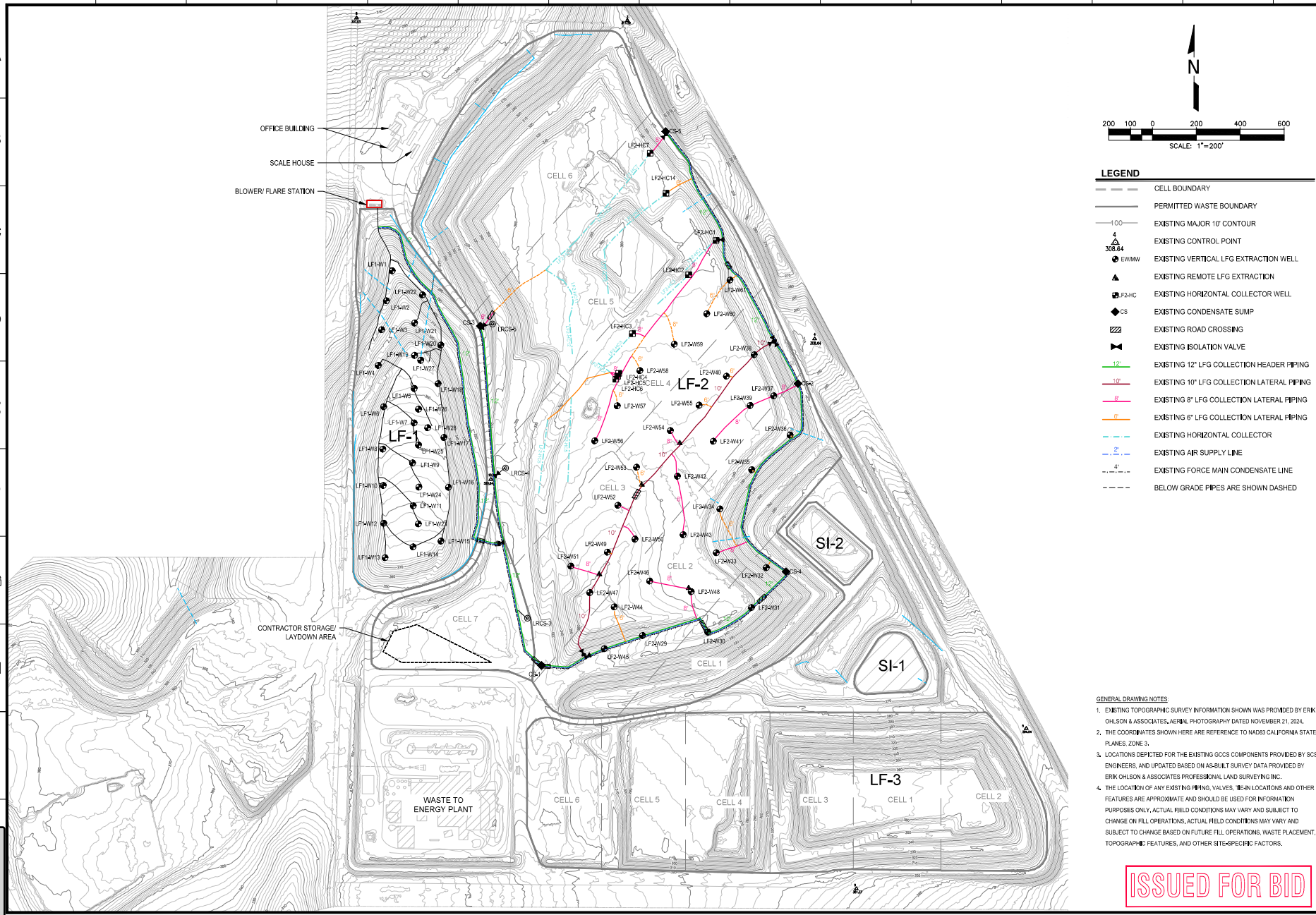
PROJ. NO: 01219010.00 | DSN. BY: RREG | DWN. BY: RR | CHK. BY: EMS | APP. BY: MED | ACAD FILE: L//FILE-FS01

DATE: 04-04-2025

SCALE: AS SHOWN

SHEET: 2

C:\ACETS\01219010.101\Data and Calculations\GCCS Design\03-Final Design\DWG\2025 FRLF GCCS Expan v2.0 IFB Design.dwg Apr 03, 2025 – 2:4pm By: 27477



LEGEND

- CELL BOUNDARY
- PERMITTED WASTE BOUNDARY
- EXISTING MAJOR 10' CONTOUR
- EXISTING CONTROL POINT
- EW/MW EXISTING VERTICAL LFG EXTRACTION WELL
- EXISTING REMOTE LFG EXTRACTION
- LF2-HC EXISTING HORIZONTAL COLLECTOR WELL
- CS EXISTING CONDENSATE SUMP
- EXISTING ROAD CROSSING
- EXISTING ISOLATION VALVE
- EXISTING 12" LFG COLLECTION HEADER PIPING
- EXISTING 10" LFG COLLECTION LATERAL PIPING
- EXISTING 8" LFG COLLECTION LATERAL PIPING
- EXISTING 6" LFG COLLECTION LATERAL PIPING
- EXISTING HORIZONTAL COLLECTOR
- EXISTING AIR SUPPLY LINE
- EXISTING FORCE MAIN CONDENSATE LINE
- BELOW GRADE PIPES ARE SHOWN DASHED

GENERAL DRAWING NOTES:

1. EXISTING TOPOGRAPHIC SURVEY INFORMATION SHOWN WAS PROVIDED BY ERIK OHLSON & ASSOCIATES, AERIAL PHOTOGRAPHY DATED NOVEMBER 21, 2024.
2. THE COORDINATES SHOWN HERE ARE REFERENCE TO NAD83 CALIFORNIA STATE PLANES, ZONE 3.
3. LOCATIONS DEPICTED FOR THE EXISTING GCCS COMPONENTS PROVIDED BY SCS ENGINEERS, AND UPDATED BASED ON AS-BUILT SURVEY DATA PROVIDED BY ERIK OHLSON & ASSOCIATES PROFESSIONAL LAND SURVEYING INC.
4. THE LOCATION OF ANY EXISTING PIPING, VALVES, TIE-IN LOCATIONS AND OTHER FEATURES ARE APPROXIMATE AND SHOULD BE USED FOR INFORMATION PURPOSES ONLY. ACTUAL FIELD CONDITIONS MAY VARY AND SUBJECT TO CHANGE ON FILL OPERATIONS. ACTUAL FIELD CONDITIONS MAY VARY AND SUBJECT TO CHANGE BASED ON FUTURE FILL OPERATIONS. WASTE PLACEMENT, TOPOGRAPHIC FEATURES, AND OTHER SITE-SPECIFIC FACTORS.

ISSUED FOR BID

REGISTERED PROFESSIONAL ENGINEER
MAIRA E. DOUGHERTY
C 68966
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA
04/04/25

NO.	REVISION	DATE

SHEET TITLE: EXISTING GCCS MAP

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION
FINK ROAD LANDFILL
CROWS LANDING, CA. 95313

CLIENT: Stanislaus County

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
463 CHABOT DR. SUITE 200
PLEASANTON, CA. 94588
PH. (925) 426-0080

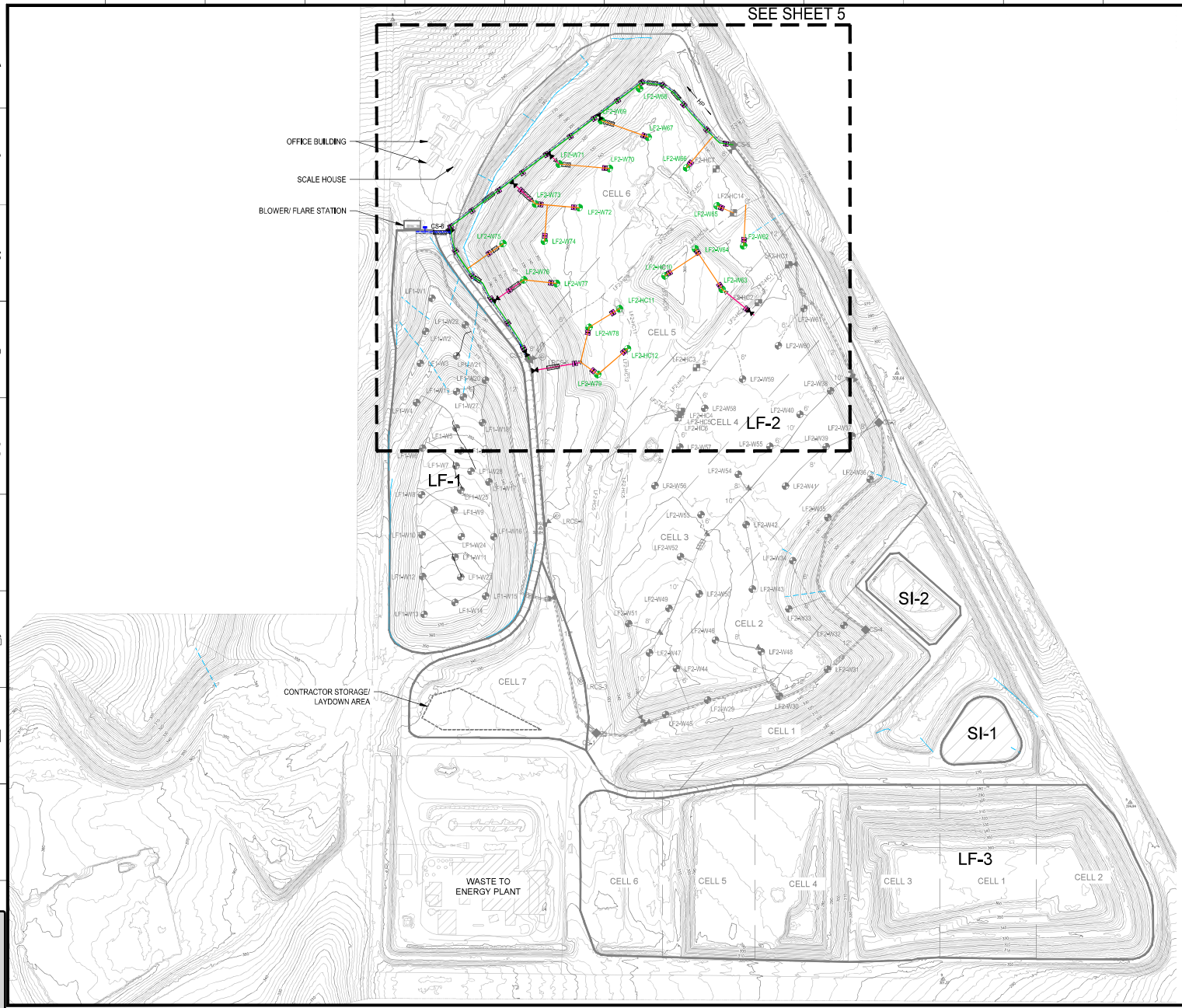
PROJ. NO: 01219010.00 | DSN. BY: RR | DWG. BY: EMS | CHK. BY: | APP. BY: MED | ACAD FILE: L:\FILE-FS01

DATE: 04-04-2025

SCALE: AS SHOWN

SHEET: 3

J:\ECS\01219010.01\Data and Calculations\GCCS Design\03-Final Design\MW\2025 FRLF GCCS Expan v2.0 IFB Design.dwg Apr 03, 2025 - 2:4pm By: 27477



N

200 100 0 200 400 600

SCALE: 1"=200'

LEGEND

- CELL BOUNDARY
- PERMITTED WASTE BOUNDARY
- 100 EXISTING MAJOR 10' CONTOUR
- EW/MW EXISTING VERTICAL LFG EXTRACTION WELL
- EXISTING REMOTE LFG EXTRACTION
- LF2-HC EXISTING HORIZONTAL COLLECTOR WELL
- CS EXISTING CONDENSATE SUMP
- EXISTING ROAD CROSSING
- EXISTING ISOLATION VALVE
- EXISTING ANCHOR BLOCK
- 12"/10"/8"/6" EXISTING LFG COLLECTION HEADER/LATERAL PIPING
- EXISTING HORIZONTAL COLLECTOR
- 2" EXISTING AIR SUPPLY LINE
- 4" EXISTING FORCE MAIN CONDENSATE LINE
- BELOW GRADE PIPES ARE SHOWN DASHED
- EXISTING STORMWATER CONTROL FEATURE
- HC/W PROPOSED VERTICAL LFG EXTRACTION WELL
- 6" PROPOSED 6" ABOVE-GRADE LFG COLLECTION LATERAL PIPING
- 8" PROPOSED 8" ABOVE-GRADE LFG COLLECTION LATERAL PIPING
- 12" PROPOSED 12" ABOVE-GRADE LFG COLLECTION HEADER PIPING
- 18" PROPOSED 18" BELOW-GRADE LFG COLLECTION HEADER PIPING
- PROPOSED BLIND FLANGE
- PROPOSED REDUCER
- PROPOSED VALVE
- CS PROPOSED SUMP
- PROPOSED ANCHOR BLOCK
- PROPOSED ROAD CROSSING
- 2" PROPOSED AIR SUPPLY LINE
- 4" PROPOSED FORCE MAIN CONDENSATE LINE

GENERAL DRAWING NOTES:

1. EXISTING TOPOGRAPHIC SURVEY INFORMATION SHOWN WAS PROVIDED BY ERIK OHLSON & ASSOCIATES. AERIAL PHOTOGRAPHY DATED NOVEMBER 21, 2024.
2. THE COORDINATES SHOWN HERE ARE REFERENCE TO NAD83 CALIFORNIA STATE PLANES, ZONE 3.
3. LOCATIONS DEPICTED FOR THE EXISTING GCCS COMPONENTS PROVIDED BY SCS ENGINEERS, AND UPDATED BASED ON AS-BUILT SURVEY DATA PROVIDED BY ERIK OHLSON & ASSOCIATES PROFESSIONAL LAND SURVEYING INC.
4. THE LOCATION OF ANY EXISTING PIPING, VALVES, TIE-IN LOCATIONS AND OTHER FEATURES ARE APPROXIMATE AND SHOULD BE USED FOR INFORMATION PURPOSES ONLY. ACTUAL FIELD CONDITIONS MAY VARY AND SUBJECT TO CHANGE ON FILL OPERATIONS. ACTUAL FIELD CONDITIONS MAY VARY AND SUBJECT TO CHANGE BASED ON FUTURE FILL OPERATIONS, WASTE PLACEMENT, TOPOGRAPHIC FEATURES, AND OTHER SITE-SPECIFIC FACTORS.

ISSUED FOR BID

REGISTERED PROFESSIONAL ENGINEER
MAURA E. DOUGHERTY
C 68966
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA
04/25

NO.	REVISION	DATE

SHEET TITLE: PROPOSED OVERALL SITE PLAN

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION
FINK ROAD LANDFILL
CROWS LANDING, CA, 95313

CLIENT: Stanislaus County

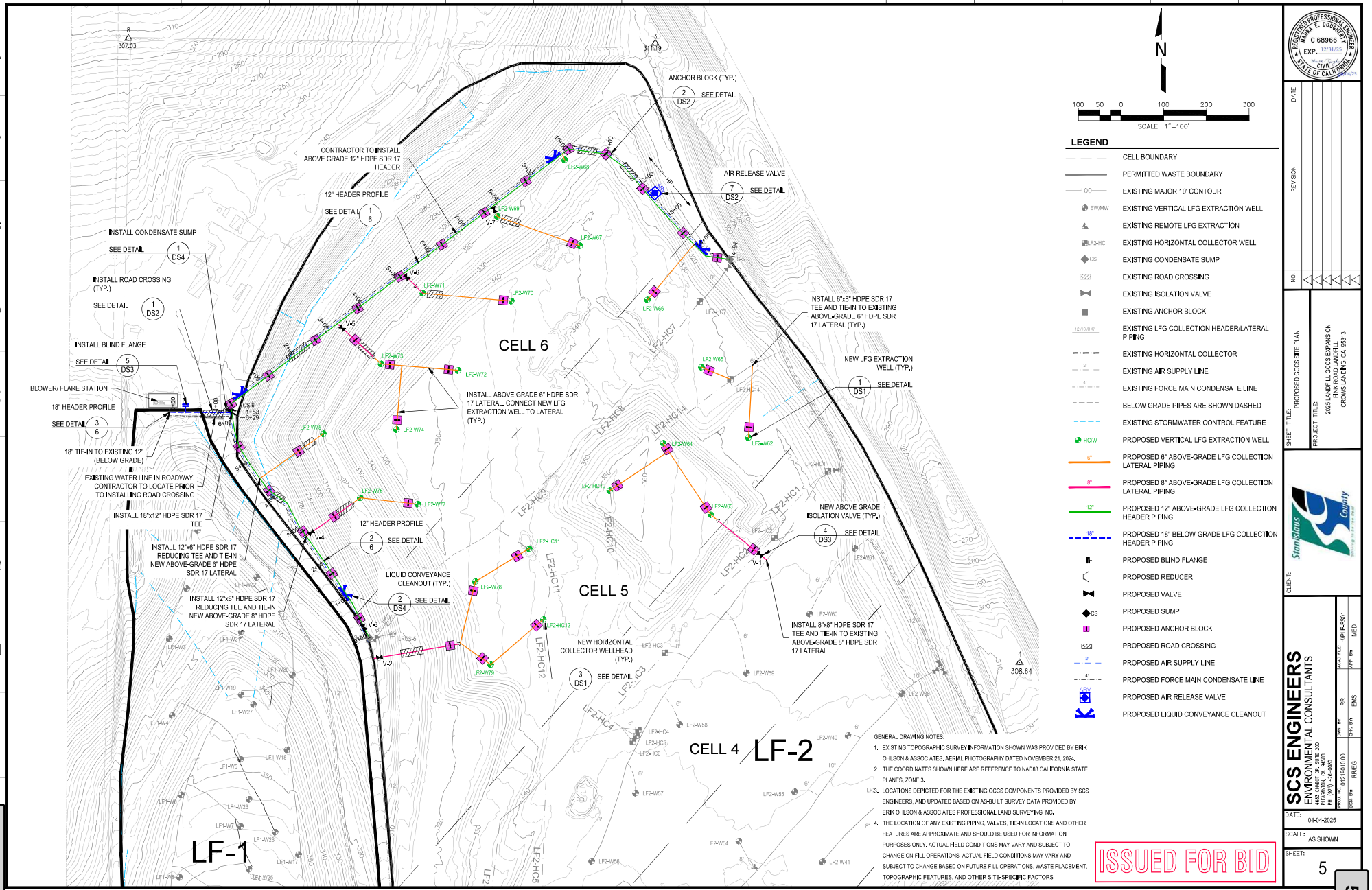
SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
4683 CHABOT DR. SUITE 200
PLEASANTON, CA 94588
PH. (925) 426-0080

PROJ. NO. 01219010.00 | DSN. BY: RR | DWN. BY: RR | CHK. BY: EMS | ACAD FILE: L:/PLE-FS01 | APP. BY: MED

DATE: 04-04-2025

SCALE: AS SHOWN

SHEET: 4


CELL 6
CELL 5
CELL 4
LF-2
LF-1
CONTRACTOR TO INSTALL ABOVE GRADE 12" HDPE SDR 17 HEADER
12" HEADER PROFILE
INSTALL CONDENSATE SUMP
INSTALL ROAD CROSSING (TYP.)
INSTALL BLIND FLANGE
BLOWER/ FLARE STATION
18" HEADER PROFILE
18" TIE-IN TO EXISTING 12" (BELOW GRADE)
EXISTING WATER LINE IN ROADWAY, CONTRACTOR TO LOCATE PRIOR TO INSTALLING ROAD CROSSING
INSTALL 18"x12" HDPE SDR 17 TEE
INSTALL 12"x6" HDPE SDR 17 REDUCING TEE AND TIE-IN NEW ABOVE-GRADE 6" HDPE SDR 17 LATERAL
INSTALL 12"x8" HDPE SDR 17 REDUCING TEE AND TIE-IN NEW ABOVE-GRADE 8" HDPE SDR 17 LATERAL
LIQUID CONVEYANCE CLEANOUT (TYP.)
INSTALL ABOVE GRADE 6" HDPE SDR 17 LATERAL, CONNECT NEW LFG EXTRACTION WELL TO LATERAL (TYP.)
NEW HORIZONTAL COLLECTOR WELLHEAD (TYP.)
ANCHOR BLOCK (TYP.)
AIR RELEASE VALVE
INSTALL 6"x8" HDPE SDR 17 TEE AND TIE-IN TO EXISTING ABOVE-GRADE 6" HDPE SDR 17 LATERAL (TYP.)
NEW LFG EXTRACTION WELL (TYP.)
NEW ABOVE GRADE ISOLATION VALVE (TYP.)
INSTALL 8"x8" HDPE SDR 17 TEE AND TIE-IN TO EXISTING ABOVE-GRADE 8" HDPE SDR 17 LATERAL
SEE DETAIL
N
100 50 0 100 200 300
SCALE: 1"=100'
LEGEND
CELL BOUNDARY
PERMITTED WASTE BOUNDARY
EXISTING MAJOR 10' CONTOUR
EXISTING VERTICAL LFG EXTRACTION WELL
EXISTING REMOTE LFG EXTRACTION
EXISTING HORIZONTAL COLLECTOR WELL
EXISTING CONDENSATE SUMP
EXISTING ROAD CROSSING
EXISTING ISOLATION VALVE
EXISTING ANCHOR BLOCK
EXISTING LFG COLLECTION HEADER/LATERAL PIPING
EXISTING HORIZONTAL COLLECTOR
EXISTING AIR SUPPLY LINE
EXISTING FORCE MAIN CONDENSATE LINE
BELOW GRADE PIPES ARE SHOWN DASHED
EXISTING STORMWATER CONTROL FEATURE
PROPOSED VERTICAL LFG EXTRACTION WELL
PROPOSED 6" ABOVE-GRADE LFG COLLECTION LATERAL PIPING
PROPOSED 8" ABOVE-GRADE LFG COLLECTION LATERAL PIPING
PROPOSED 12" ABOVE-GRADE LFG COLLECTION HEADER PIPING
PROPOSED 18" BELOW-GRADE LFG COLLECTION HEADER PIPING
PROPOSED BLIND FLANGE
PROPOSED REDUCER
PROPOSED VALVE
PROPOSED SUMP
PROPOSED ANCHOR BLOCK
PROPOSED ROAD CROSSING
PROPOSED AIR SUPPLY LINE
PROPOSED FORCE MAIN CONDENSATE LINE
PROPOSED AIR RELEASE VALVE
PROPOSED LIQUID CONVEYANCE CLEANOUT
GENERAL DRAWING NOTES:
1. EXISTING TOPOGRAPHIC SURVEY INFORMATION SHOWN WAS PROVIDED BY ERIK OHLSON & ASSOCIATES, AERIAL PHOTOGRAPHY DATED NOVEMBER 21, 2024.
2. THE COORDINATES SHOWN HERE ARE REFERENCE TO NAD83 CALIFORNIA STATE PLANES, ZONE 3.
3. LOCATIONS DEPICTED FOR THE EXISTING GCCS COMPONENTS PROVIDED BY SCS ENGINEERS, AND UPDATED BASED ON AS-BUILT SURVEY DATA PROVIDED BY ERIK OHLSON & ASSOCIATES PROFESSIONAL LAND SURVEYING INC.
4. THE LOCATION OF ANY EXISTING PIPING, VALVES, TIE-IN LOCATIONS AND OTHER FEATURES ARE APPROXIMATE AND SHOULD BE USED FOR INFORMATION PURPOSES ONLY. ACTUAL FIELD CONDITIONS MAY VARY AND SUBJECT TO CHANGE ON FILL OPERATIONS. ACTUAL FIELD CONDITIONS MAY VARY AND SUBJECT TO CHANGE BASED ON FUTURE FILL OPERATIONS. WASTE PLACEMENT, TOPOGRAPHIC FEATURES, AND OTHER SITE-SPECIFIC FACTORS.
ISSUED FOR BID
REGISTERED PROFESSIONAL ENGINEER MELINDA E. DOUGHERTY C 68966 EXP. 12/31/25 CIVIL STATE OF CALIFORNIA
DATE
REVISION
NO.
SHEET TITLE: PROPOSED GCCS SITE PLAN
PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION FINK ROAD LANDFILL CROWS LANDING, CA. 95313
CLIENT: Stanislaus County
SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
3645 LONG BEACH BLVD. SUITE 200
LONG BEACH, CA. 90807
PH. (562) 426-9544
PROJECT NO: 01219010.00
DSGN. BY: RR
DRN. BY: EMS
CHK. BY: RREG
APP. BY: MED
ACAD FILE: LI/FILE-FS01
DATE: 04-04-2025
SCALE: AS SHOWN
SHEET: 5
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15
A B C D E F G H I
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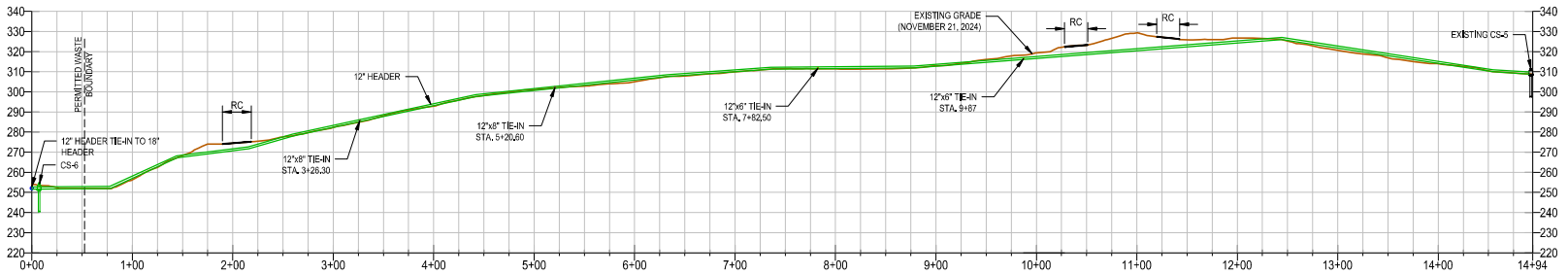
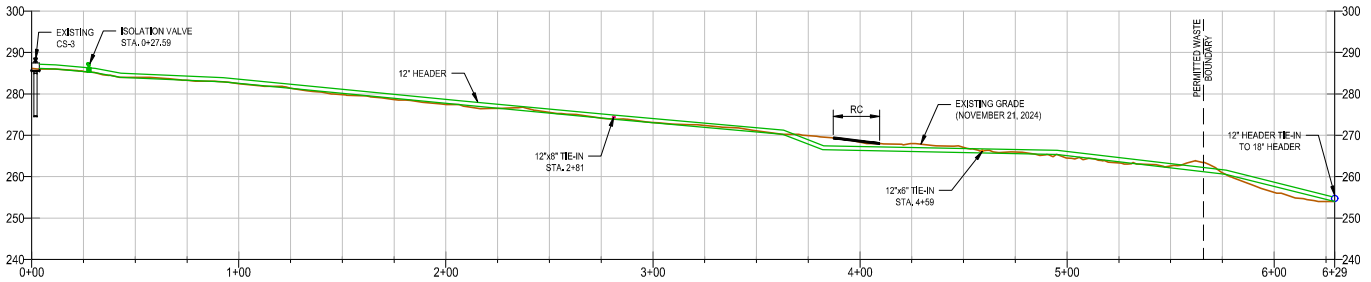
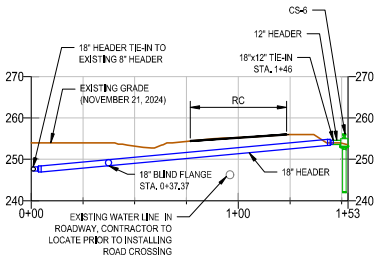


12" HEADER PROFILE
18" HEADER TIE-IN TO CS-5 STA. 0+00 TO 14+94 (1/6)
HORIZONTAL SCALE: 1"=60' / VERTICAL SCALE: 1"=30'



12" HEADER PROFILE
CS-3 TO 18" HEADER TIE-IN STA. 0+00 TO 6+29 (2/6)
HORIZONTAL SCALE: 1"=30' / VERTICAL SCALE: 1"=15'



18" HEADER PROFILE
8" HEADER TIE-IN TO CS-6 STA. 0+00 TO 1+53 (3/6)
HORIZONTAL SCALE: 1"=30' / VERTICAL SCALE: 1"=15'

ISSUED FOR BID

REGISTERED PROFESSIONAL ENGINEER — MAURA E. DOUGHERTY — C 68966 — EXP. 12/31/25 — CIVIL — STATE OF CALIFORNIA — 04/04/25

NO.	REVISION	DATE

SHEET TITLE: PROFILES

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION, FINK ROAD LANDFILL, CROWS LANDING, CA. 95313

CLIENT: Stanislaus County

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
463 CHABOT DR. SUITE 200
PLEASANTON, CA. 94588
PH. (925) 426-0080

PROJ. NO: 01219010.00 | DSN. BY: RR | CHK. BY: EMS | APP. BY: MED | ACAD FILE: LI/FILE-FS01

DATE: 04-04-2025
SCALE: AS SHOWN
SHEET: 6

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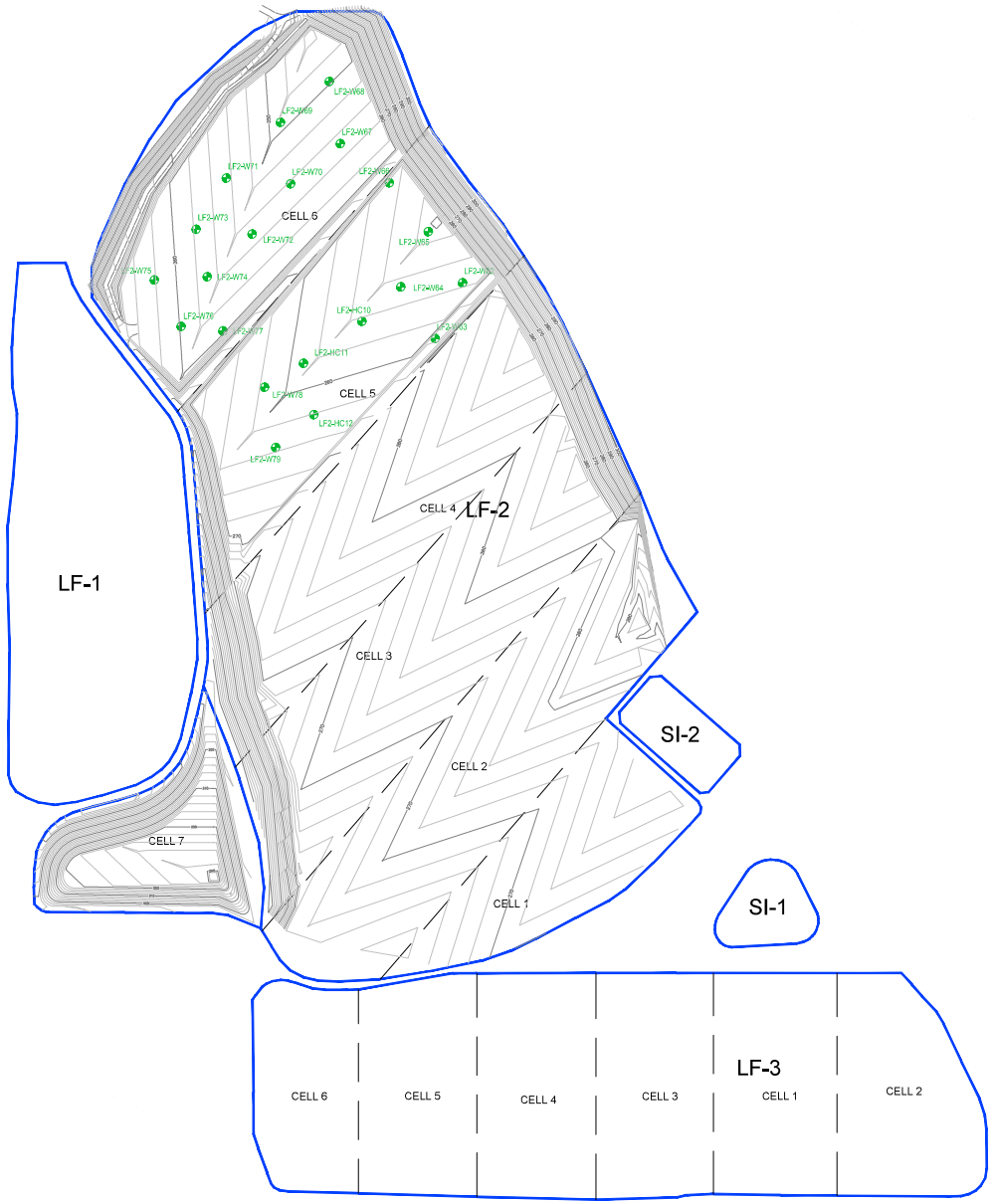

N

200 100 0 200 400 600

SCALE: 1"=200'

LEGEND

- 100 — EXISTING MAJOR 10' CONTOUR
- CELL BOUNDARY
- PERMITTED WASTE BOUNDARY
- HC/W — PROPOSED VERTICAL LFG EXTRACTION WELL

GENERAL DRAWING NOTES:

1. PERMITTED TOP OF GEOMEMBRANE LINER BASE GRADES INFORMATION FOR LF-2 CELLS 1 THROUGH 4 PROVIDED BY GOLDER SUBMITTED WITH THE JTD, DATED AUGUST 21, 2019. TOP OF GEOMEMBRANE LINER BASE GRADE INFORMATION FOR LF-2 CELLS 5 THROUGH 7 FROM TERA-TECH JTD, DATED JANUARY 2018.
2. SCS IS NOT RESPONSIBLE FOR THE QUALITY OR ACCURACY OF INFORMATION PROVIDED BY OTHERS.

ISSUED FOR BID

REGISTERED PROFESSIONAL ENGINEER — MAURA E. DOUGHERTY — C 68966 — EXP. 12/31/25 — CIVIL — STATE OF CALIFORNIA

DATE | REVISION | NO.

SHEET TITLE: SITE BASE GRADES

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION, FINK ROAD LANDFILL, CROWS LANDING, CA. 95313

CLIENT: Stanislaus County

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
463 CHABOT DR. SUITE 200
PLEASANTON, CA. 94588
PH. (925) 426-3388

PROJECT NO: 01219010.00 | DSN. BY: RR | CHK. BY: EMS | DSN. BY: RR/EG | CAD FILE: L:\PLS\FS01 | APP. BY: MED

DATE: 04-04-2025

SCALE: AS SHOWN

SHEET: 7

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2025 FINK ROAD LANDFILL - PRELIMINARY LFG WELL DRILLING SCHEDULE

#	Well Name	Stake/ Survey ID	Coordinates		Elevations		Depth of Waste Column (ft.)	Bottom of Borehole (ft. msl)	Clearance Above Base >=15 ft.	Bore Depth (36" Bore Dia) (ft.)	Total Well Depth (ft.)	8" Solid Length (Below Ground) (ft.)	8" Perforated Length (1/2" hole, 2/row) (ft.)	8" Casing Stick-up (ft.)	Casing Material	Wellhead Assembly
			Northing	Easting	Ground Elevation from Survey, Dated 11/21/2024[2,4] (ft. msl)	Bottom/ Base Elevation[3] (ft. msl)										
1	LF2-W62		1966122.776	6376659.4717	350.0	258.5	91	274.0	15.5	76	75	20	55	3	8" HDPE SDR 11	QED 2-Inch
2	LF2-W63		1965956.104	6376556.3534	356.0	266.5	89	282.0	15.5	74	73	20	53	3	8" HDPE SDR 11	QED 2-Inch
3	LF2-W64		1966109.760	6376459.4727	358.0	258.5	99	274.0	15.5	84	83	20	63	3	8" HDPE SDR 11	QED 2-Inch
4	LF2-W65		1966288.191	6376549.0928	350.0	254.5	95	270.0	15.5	80	79	20	59	3	8" HDPE SDR 11	QED 2-Inch
5	LF2-W66		1966446.335	6376422.7599	350.0	258.5	91	274.0	15.5	76	75	20	55	3	8" HDPE SDR 11	QED 2-Inch
6	LF2-W67		1966572.909	6376264.1258	350.0	258.5	91	274.0	15.5	76	75	20	55	3	8" HDPE SDR 11	QED 2-Inch
7	LF2-W68		1966774.210	6376228.5888	322.7	252.5	70	267.7	15.2	55	54	20	34	3	8" HDPE SDR 11	QED 2-Inch
8	LF2-W69		1966641.909	6376070.2789	318.0	252.5	65	268.0	15.5	50	49	20	29	3	8" HDPE SDR 11	QED 2-Inch
9	LF2-W70		1966443.308	6376103.0990	350.0	256.5	93	272.0	15.5	78	77	20	57	3	8" HDPE SDR 11	QED 2-Inch
10	LF2-W71		1966461.477	6375895.6014	320.5	258.5	62	273.5	15.0	47	46	20	25	3	8" HDPE SDR 11	QED 2-Inch
11	LF2-W72		1966280.726	6375978.4024	350.0	258.5	91	274.0	15.5	76	75	20	55	3	8" HDPE SDR 11	QED 2-Inch
12	LF2-W73		1966327.548	6375751.5224	326.0	260.5	65	276.0	15.5	50	49	20	29	3	8" HDPE SDR 11	QED 2-Inch
13	LF2-W74		1966142.147	6375833.6882	352.0	260.5	91	276.0	15.5	76	75	20	55	3	8" HDPE SDR 11	QED 2-Inch
14	LF2-W75		1966132.812	6375638.0171	319.9	264.5	55	279.9	15.4	40	39	20	19	3	8" HDPE SDR 11	QED 2-Inch
15	LF2-W76		1965950.665	6375710.1732	320.0	262.5	57	278.0	15.5	42	41	20	21	3	8" HDPE SDR 11	QED 2-Inch
16	LF2-W77		1965966.925	6375884.0390	351.8	262.5	89	277.8	15.3	74	73	20	53	3	8" HDPE SDR 11	QED 2-Inch
17	LF2-W78		1965785.073	6376018.7707	347.5	264.5	82	280.5	16.0	67	66	20	45	3	8" HDPE SDR 11	QED 2-Inch
18	LF2-W79		1965590.171	6376054.9817	346.1	266.5	79	282.1	15.6	64	63	20	43	3	8" HDPE SDR 11	QED 2-Inch
TOTAL										1185	1167	360	807	54		

Notes:

1. All LFG well locations will be surveyed prior to drilling operations and subject to an updated well schedule.
2. Surface elevation survey based on Erik Ohlson & Associates, survey dated November 21, 2024.
3. Bottom/Base elevation based on top of Operations Layer taken from Design Base Grades by Tetra-Tech from JTD Dated January 2018.
4. Surface elevations for wells LF2-W62, LF2-W65, LF2-W66, LF2-W67, LF2-W70, and LF2-W72 estimated to be approximately 350 feet at time of installation.

DRAFT
NOT ISSUED FOR CONSTRUCTION

NOTES:

1. THIS PROJECT CONSIST OF 18 (LINED AREA) VERTICAL LFG EXTRACTION WELLS AND IS BASED ON ACTUAL SURVEY DATA.
2. ALL WELLS APPROVED FOR CONSTRUCTION WERE STAKED ON XX-XX-XXXX BY XXX COMPANY. IF ANY STAKES ARE MISSING, CONTRACTOR SHALL INFORM DESIGN ENGINEER OR CQA INSPECTOR IMMEDIATELY.
3. WELL DEPTHS BASED ON TOPOGRAPHIC SURVEY BY ERIK OHLSON & ASSOCIATES, DATED NOVEMBER 21, 2024, AND DESIGN BASE GRADES PROVIDED BY TETRA-TECH FROM JTD DATED JANUARY 2018.
4. CONTRACTOR AND CQA CONSULTANT SHALL VERIFY ALL STAKES, AND CHECK WELL NUMBER AND GROUND ELEVATION ON SAID STAKE, PRIOR TO INITIATING DRILLING ACTIVITIES.
5. CONTRACTOR AND CQA CONSULTANT SHALL VERIFY ALL FIELD CONDITIONS INCLUDING PRE-CONSTRUCTION WELL SURVEY STAKES AND NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND CONDITIONS DEPICTED IN THESE PLANS PRIOR TO DRILLING.
6. NO WELLS SHALL BE DRILLED IF STAKE/IRON PIN IS MISSING.
7. NO DEVIATION TO THE PROPOSED DESIGN SHALL BE MADE IN THE FIELD UNLESS APPROVED BY DESIGN ENGINEER.
8. CONTRACTOR AND CQA CONSULTANT SHALL NOTIFY DESIGN ENGINEER IMMEDIATELY IF TEMPERATURES IN WASTE CUTTINGS EXCEED 150 DEGREES FAHRENHEIT.
9. BORING DEPTH ACCOMMODATES PIPE DEPTH AND ADDITIONAL FOOT BELOW PIPING SHOWN ON THE LFG EXTRACTION WELL DETAIL.
10. SOLID PIPE LENGTHS ABOVE DO NOT ACCOUNT FOR THE RISER PIPE ABOVE EXISTING GRADE, AS SHOWN ON THE LFG EXTRACTION WELL DETAIL.
11. PROPOSED WELLS ARE OVER LINED PORTION OF THE LANDFILL.

DESIGN FIRM QA/QC REVIEWER ACKNOWLEDGEMENT: _____ PRINT NAME _____ SIGNATURE _____ DATE

DESIGN FIRM PROJECT MANAGER ACKNOWLEDGEMENT: _____ PRINT NAME _____ SIGNATURE _____ DATE

OWNER: _____ PRINT NAME _____ SIGNATURE _____ DATE

CQA INSPECTOR: _____ PRINT NAME _____ SIGNATURE _____ DATE

SURVEYOR ACKNOWLEDGEMENT: _____ PRINT NAME _____ SIGNATURE _____ DATE

DRILLER ACKNOWLEDGEMENT: _____ PRINT NAME _____ SIGNATURE _____ DATE

WELL SCHEDULE ACKNOWLEDGEMENTS: THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS REVIEWED THE ABOVE WELL SCHEDULE DATA AND BELIEVES THE INFORMATION TO BE CORRECT TO BEST OF HIS/HER KNOWLEDGE AND HAS NOTIFIED THE ENGINEER OF DEFICIENCIES OR OMISSIONS.

UNDER NO CIRCUMSTANCES SHALL DRILLING ACTIVITIES BEGIN WITHOUT PROVIDING THE ABOVE SIGNATURES. ANY CHANGES TO WELL LOCATIONS OR DEPTHS SHALL REQUIRE THESE SIGNATURES TO BE OBTAINED AGAIN. CONTRACTOR SHALL GET WRITTEN AUTHORIZATION FROM OWNER AND ENGINEER PRIOR TO DRILLING.

PRELIMINARY PLAN
NOT ISSUED FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER — MELINDA E. DOUGHERTY — C 68966 — EXP. 12/31/25 — CIVIL — STATE OF CALIFORNIA — 04/04/25

DATE / REVISION / NO.

SHEET TITLE: PROPOSED WELL SCHEDULE

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION, FINK ROAD LANDFILL, CROWS LANDING, CA. 95313

CLIENT: Stanislaus County

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
4820 CHABOT DR. SUITE 200
PLEASANTON, CA. 94588
PH. (925) 426-3060

PROJECT NO: 01219010.00 | DSN. BY: RR | CHK. BY: EMS | APP. BY: MED | ACAD FILE: LI/FILE-FS01 | DSN. BY: RREG

DATE: 04-04-2025

SCALE: AS SHOWN

SHEET: 8

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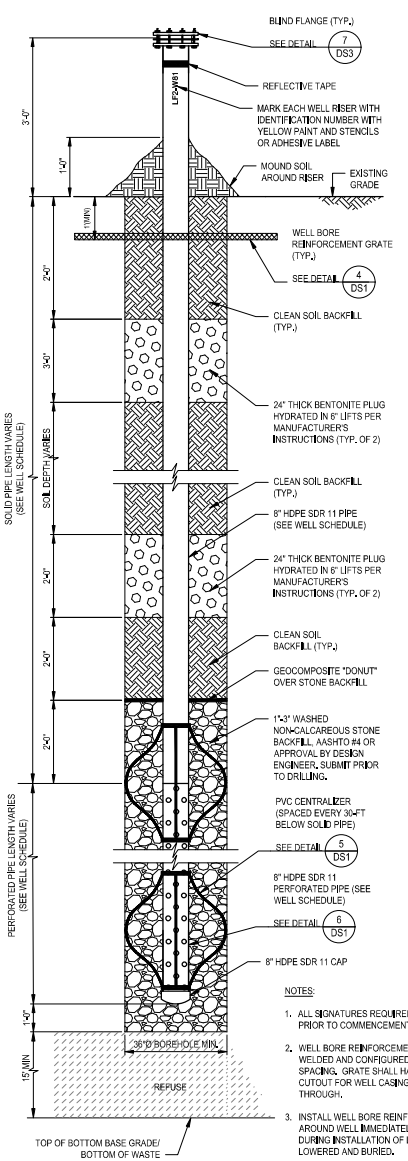
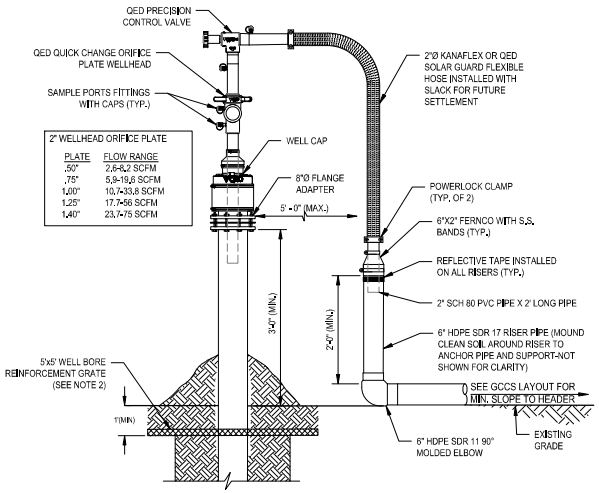


NOTES:

1. ALL SIGNATURES REQUIRED ON THE FINAL WELL SCHEDULE PRIOR TO COMMENCEMENT OF DRILLING.
2. WELL BORE REINFORCEMENT GRATE SHALL BE 100% WELDED AND CONFIGURED WITH 3/8" REBAR WITH 6"X6" SPACING. GRATE SHALL HAVE A 12"X12" SQUARE CENTER CUTOUT FOR WELL CASING AND CENTRALIZERS TO PASS THROUGH.
3. INSTALL WELL BORE REINFORCEMENT GRATE ON GRADE AROUND WELL IMMEDIATELY AFTER COMPLETING WELL. DURING INSTALLATION OF LATERAL, GRATE SHALL BE LOWERED AND BURIED.

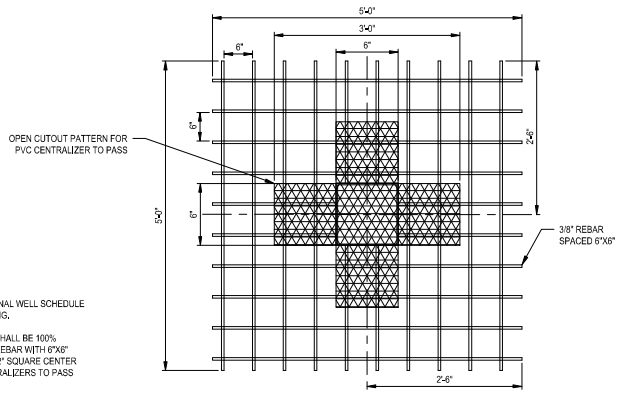
LFG EXTRACTION WELL DETAIL 1 DS1
NOT TO SCALE



NOTES:

1. ALL PROPOSED VERTICAL EXTRACTION WELLS SHALL HAVE QED WELLHEADS PER WELL SCHEDULE. CONTRACTOR TO SUPPLY FULL ORIFICE PLATE PACKAGE FOR WELLHEAD AND DOCUMENT SIZE INSTALLED WITH OWNER AND ENGINEER.
2. INSTALL WELL BORE REINFORCEMENT GRATE ON GRADE AROUND WELL IMMEDIATELY AFTER COMPLETING WELL. DURING INSTALLATION OF LATERAL AND/OR WELL BORE SEAL, GRATE SHALL BE LOWERED AND BURIED AS SHOWN.
3. CQA INSPECTOR SHALL DOCUMENT FINAL DEPTH OF WELL BORE REINFORCEMENT GRATE FOR EACH WELL.
4. INSTALL FLEX HOSE WITH EXCESS HOSE TO ALLOW MOVEMENT OF LATERAL BUT CONFIGURE AS NECESSARY TO PREVENT SAG AND WATER ACCUMULATION. ALL INSTALLATIONS SHALL BE INSPECTED BY ENGINEER PRIOR TO APPROVAL.

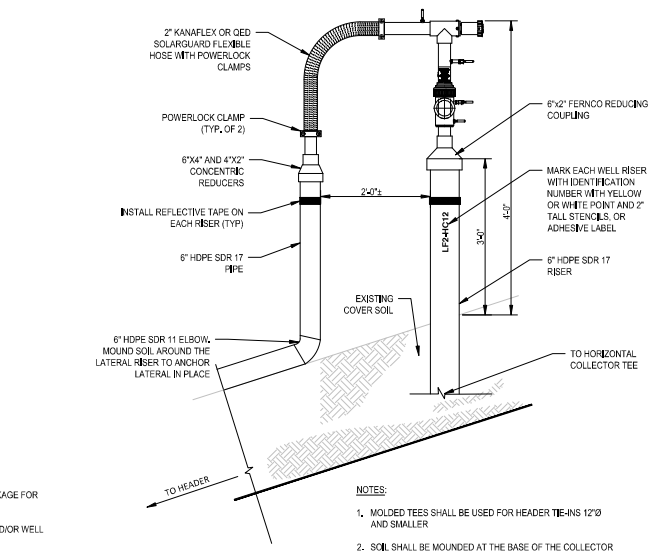
WELLHEAD DETAIL 2 DS1
NOT TO SCALE



NOTES:

1. WELL BORE REINFORCEMENT GRATE TO BE INSTALLED 12" TO 24" BELOW GRADE, ABOVE THE TOP 2 FOOT BENTONITE PLUG.

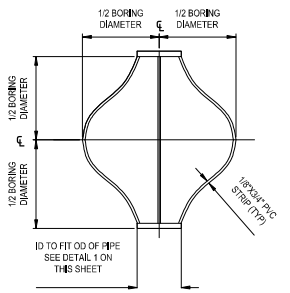
WELL BORE REINFORCEMENT GRATE DETAIL 4 DS1
NOT TO SCALE



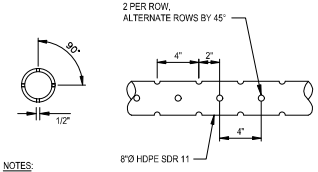
NOTES:

1. MOLDED TEES SHALL BE USED FOR HEADER TIE-INS 12"Ø AND SMALLER
2. SOIL SHALL BE MOUNDED AT THE BASE OF THE COLLECTOR AND LATERAL RISER TO PROVIDE STABILITY.

HORIZONTAL COLLECTOR WELLHEAD DETAIL 3 DS1
NOT TO SCALE



PVC CENTRALIZER 5 DS1
NOT TO SCALE



NOTES:

1. PERFORATIONS SPACED 90° APART HORIZONTALLY.
2. PERFORATIONS SPACED 4" APART VERTICALLY.
3. 90° AND 270° ROWS STAGGERED 2" BELOW 0° AND 180° ROWS.

PERFORATED PIPE DETAIL 6 DS1
NOT TO SCALE

ISSUED FOR BID

REGISTERED PROFESSIONAL ENGINEER
MAURA E. DOUGHERTY
C 68966
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA

NO.	REVISION	DATE

SHEET TITLE: VERTICAL EXTRACTION WELL DETAILS

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION
FINK ROAD LANDFILL
CROWS LANDING, CA. 95313

CLIENT: Stanislaus County

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
4053 CLAYBOY DR. SUITE 200
PLEASANTON, CA. 94588
PH. (925) 426-3388

PROJECT NO: 01219010.00 | DSN. BY: RR | CHK. BY: EMS | APP. BY: MED | DSN. BY: RR/EG | CAD FILE: LI/PLS-FS01

DATE: 04-04-2025
SCALE: AS SHOWN
SHEET: DS1

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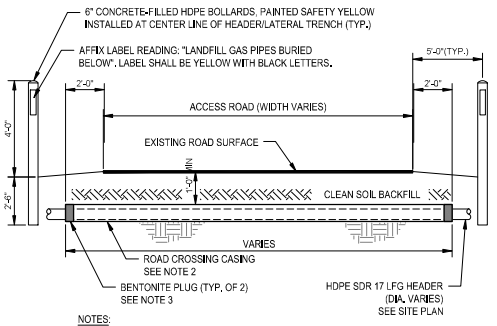
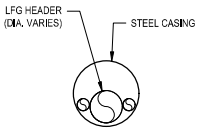
Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

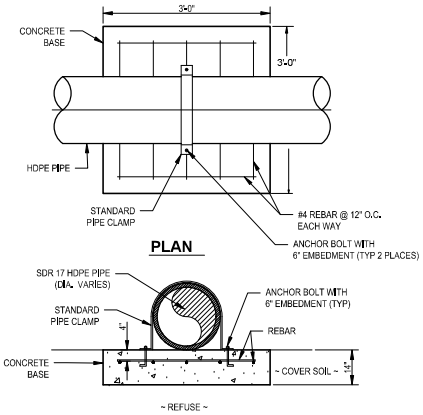




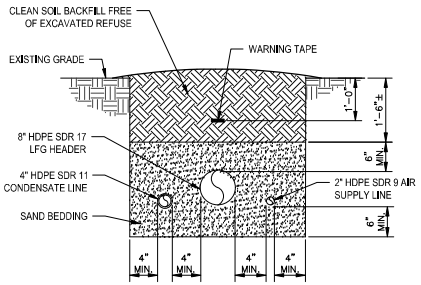
NOTES:

1. ROAD SHALL BE RESTORED TO MATCH ORIGINAL CONDITIONS.
2. CASING SHALL BE SCH 40 STEEL WHEN LESS THAN 2-FEET OF COVER ABOVE CASING AND 16 GA CMP WHEN GRADES ALLOW FOR GREATER THAN 2-FEET OF COVER. A MINIMUM OF 2" GREATER THAN THE CUMULATIVE DIAMETER OF THE PIPES ENCASED. NUMBER OF AND DIAMETERS OF PIPES VARIES. SEE SHEETS 4 AND 5.
3. CONTRACTOR SHALL USE BENTONITE PLUG TO FILL ANNULAR SPACE BETWEEN THE PIPES AND CASING AT BOTH ENDS OF EACH CASING. BENTONITE SHALL BE HYDRATED PER MANUFACTURES SPECIFICATIONS.

ROAD CROSSING DETAIL 1 DS2
NOT TO SCALE



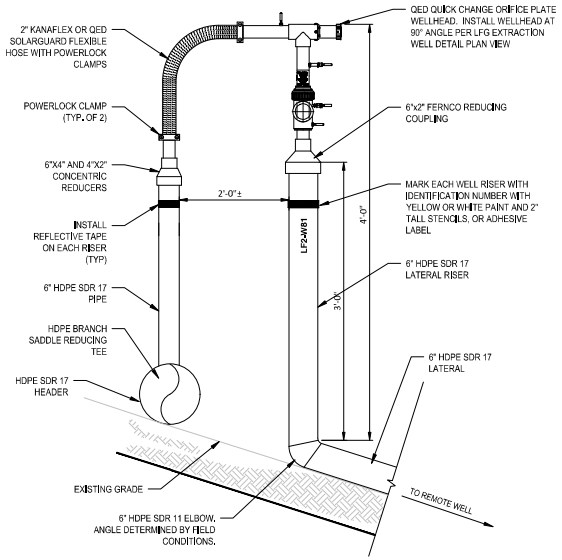
PIPE ANCHOR DETAIL 2 DS2
NOT TO SCALE



NOTES:

1. WARNING TAPE SHALL BE MIN. 3" WIDE AND IMPRINTED WITH "GAS LINE BURIED BELOW".
2. ALL HEADER AND LATERAL SHALL BE INSTALLED AT 5% MIN. SLOPE UNLESS APPROVED IN ADVANCE BY ENGINEER.
3. THE NUMBER AND TYPES OF PIPES INSTALLED IN THE TRENCH MAY VARY. SEE SHEET 4 AND 5.

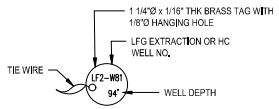
HEADER TRENCH DETAIL 3 DS2
NOT TO SCALE



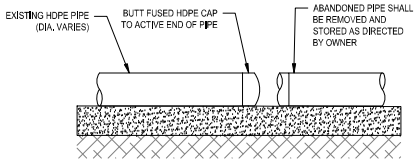
NOTES:

1. MOLDED TEES SHALL BE USED FOR HEADER TIE-INS 12"Ø AND SMALLER
2. HDPE BRANCH SADDLE REDUCING TEES SHALL BE USED FOR TIE-INS TO HEADER 14" AND LARGER
3. SOIL SHALL BE MOUNDED AT THE BASE OF THE COLLECTOR AND LATERAL RISER TO PROVIDE STABILITY.

REMOTE WELLHEAD DETAIL 4 DS2
NOT TO SCALE



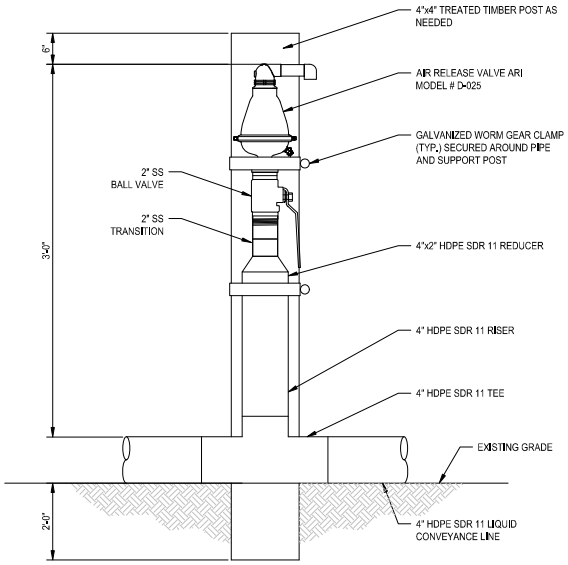
WELL IDENTIFICATION TAG DETAIL 5 DS2
NOT TO SCALE



NOTE:

1. PVC SLIP CAPS SHALL NOT BE USED FOR ABANDONING HDPE HEADER/LATERALS, FORCEMAIN, OR AIR LINES.

PIPE ABANDONMENT DETAIL 6 DS2
NOT TO SCALE



NOTE:

1. INSTALL AT SURVEYED HIGHPOINT PER PLAN SHEET.

LIQUID CONVEYANCE AIR RELEASE VALVE DETAIL 7 DS2
NOT TO SCALE

ISSUED FOR BID

REGISTERED PROFESSIONAL ENGINEER — MAIRA E. DOUGHERTY — C 68966 — EXP. 12/31/25 — CIVIL — STATE OF CALIFORNIA

NO.	REVISION	DATE

SHEET TITLE: DETAIL SHEET 2

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION, FINK ROAD LANDFILL, CROWS LANDING, CA. 95313

CLIENT: Stanislaus County

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
4820 DIRECT DR. SUITE 200
PLEASANTON, CA. 94588
PH. (925) 426-3080

PROJECT NO: 01219010.00 | DSN. BY: RR | DRN. BY: EMS | CHK. BY: MED | APP. BY: RREG | ACAD FILE: L:\PLS-FS01

DATE: 04-04-2025
SCALE: AS SHOWN
SHEET: DS2

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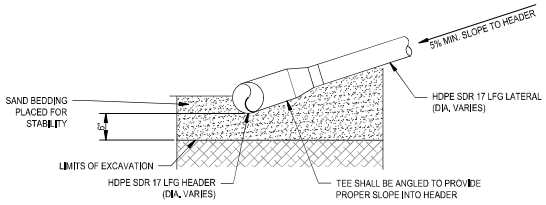
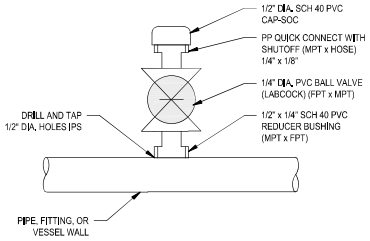
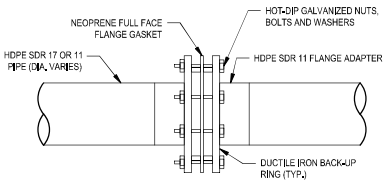


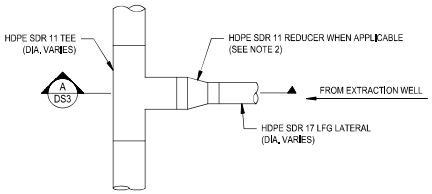
LFG LATERAL TIE-IN WITH TEE SECTION (A / DS3)
NOT TO SCALE



SAMPLE PORT DETAIL (TYP.) (1 / DS3)
NOT TO SCALE



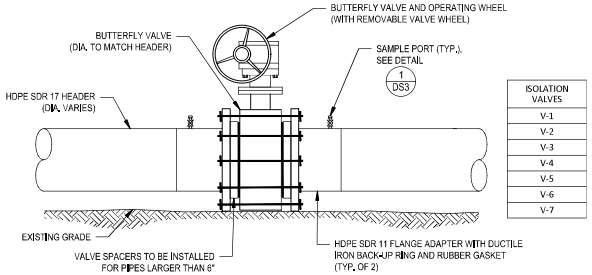
FLANGE CONNECTION DETAIL (2 / DS3)
NOT TO SCALE



NOTES:

1. MOLDED HDPE TEES SHALL BE INSTALLED FOR ALL TIE-INS OF LATERALS TO HEADER 12"Ø AND SMALLER. TEE SHALL BE ANGLED TO MAINTAIN SLOPE INTO THE HEADER AS SHOWN IN SECTION VIEW.
2. CONSECUTIVE SIZE REDUCERS SHALL BE USED TO TRANSITION FROM THE MOLDED TEE TO THE LFG LATERAL. FOR EXAMPLE, TO TRANSITION FROM A 12" TEE, A 12"x10" REDUCER, 10"x8" REDUCER, AND 8"x6" REDUCER SHALL BE INSTALLED.
3. PLACE SAND OR CLEAN SOIL AROUND LATERAL WHEN NEEDED FOR ANCHOR.

LFG LATERAL TIE-IN WITH TEE DETAIL (3 / DS3)
NOT TO SCALE

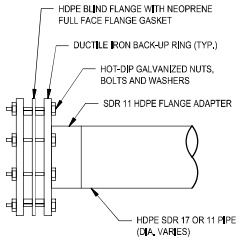


ISOLATION VALVES
V-1
V-2
V-3
V-4
V-5
V-6
V-7

NOTES:

1. NUTS, BOLTS, AND WASHERS SHALL BE HOT-DIP GALVANIZED. STAINLESS STEEL BOLTS AND NUTS WILL NOT BE PERMITTED.
2. THOROUGHLY COAT ENTIRE SURFACE OF BOLTS, WASHERS, NUTS AND BACKUP RINGS WITH POLYCOAT RUBBERIZED PRIMER, OR EQUAL, AFTER TIGHTENING NUTS. COATING SHALL HAVE NO "HOLIDAYS", OR GAPS IN ITS APPLICATION.

ABOVE-GRADE HEADER ISOLATION VALVE DETAIL (4 / DS3)
NOT TO SCALE



NOTES:

1. NUTS, BOLTS, AND WASHERS SHALL BE HOT-DIP GALVANIZED, STAINLESS STEEL BOLTS AND NUTS WILL NOT BE PERMITTED.
2. THOROUGHLY COAT ENTIRE SURFACE OF BOLTS, WASHERS, NUTS AND BACKUP RINGS WITH POLYCOAT RUBBERIZED PRIMER, OR EQUAL, AFTER TIGHTENING NUTS. WRAP FLANGE IN PLASTIC WRAP PRIOR TO BACKFILLING.
3. INSTALL FLANGE WITH THE PROPER SLOPE TO PROVIDE FOR FUTURE CONDENSATE DRAINAGE.

BLIND FLANGE DETAIL (TYP.) (5 / DS3)
NOT TO SCALE

ISSUED FOR BID

REGISTERED PROFESSIONAL ENGINEER — MAURA E. DOUGHERTY — C 68966 — EXP. 12/31/25 — CIVIL — STATE OF CALIFORNIA — 04/04/25

NO.	REVISION	DATE

SHEET TITLE: DETAIL SHEET 3

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION, FINK ROAD LANDFILL, CROWS LANDING, CA. 95313

CLIENT: Stanislaus County

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
4820 DARGET DR. SUITE 200
PLEASANTON, CA. 94588
PH. (925) 426-2388

PROJECT NO: 01219010.00 | DSN. BY: RR | CHK. BY: EMS | DSR. BY: RR/EG | AS-BUILT | APP. BY: | LJ/PLS-PS01 | MED

DATE: 04-04-2025

SCALE: AS SHOWN

SHEET: DS3

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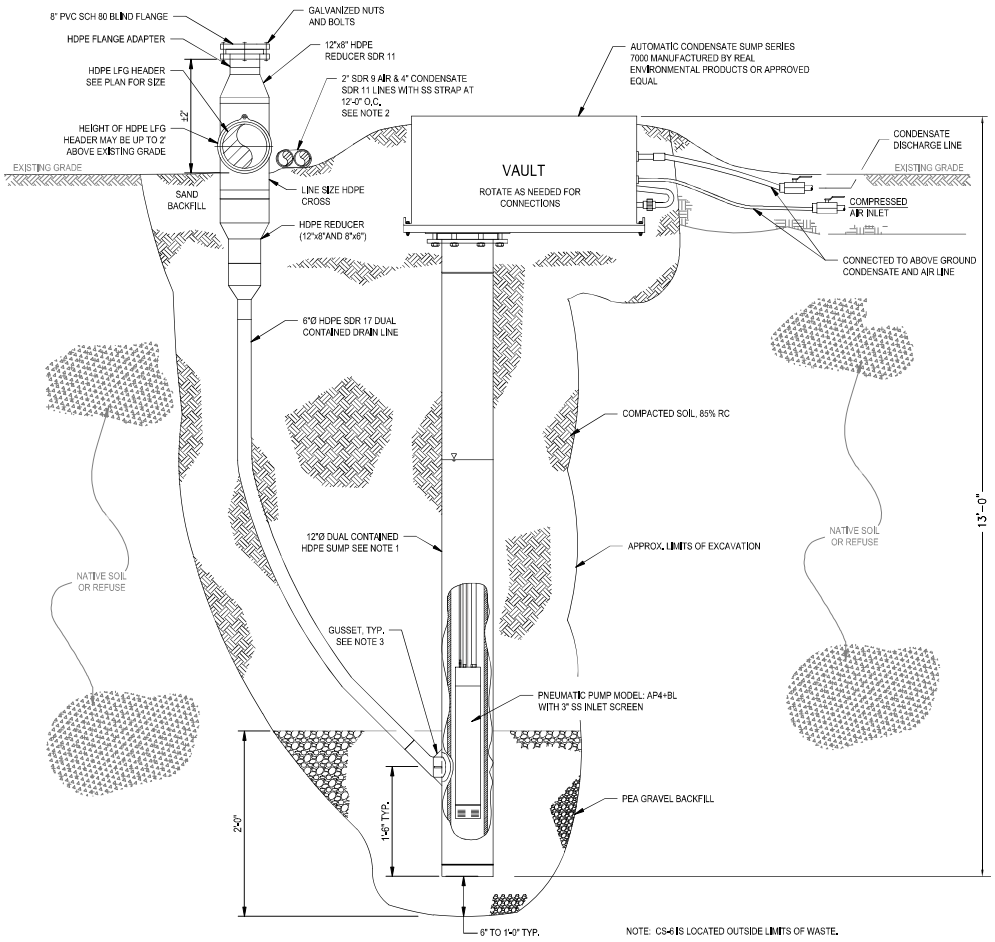
Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road



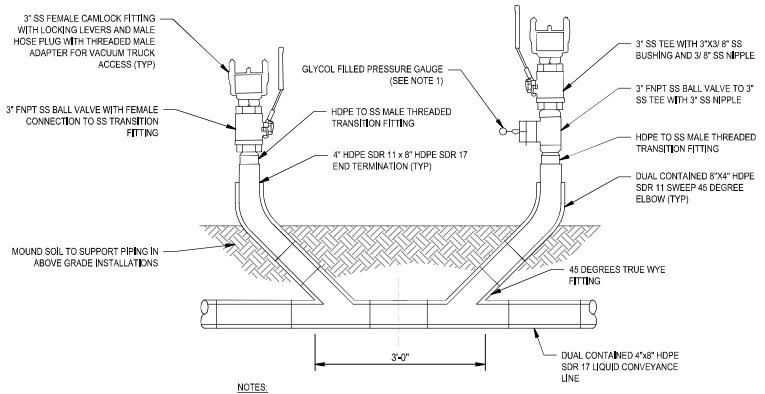
DETAIL - AUTOMATIC PNEUMATIC CONDENSATE SUMP - CS-6

NOT TO SCALE

1 / DS4

NOTE:

1. SUMP CASING MAYBE SINGLE WALL WHEN LOCATED IN WASTE. DOUBLE WALL REQUIRED WHEN LOCATED OUTSIDE LIMITS OF WASTE.
2. CONDENSATE FORCEMAIN MAY BE SINGLED WALL WHEN LOCATED IN WASTE. DUAL CONTAINED REQUIRED WHEN LOCATED OUTSIDE LIMITS OF WASTE.
3. INSTALL 4 HDPE GUSSETS AT 90 DEGREE SPACING.



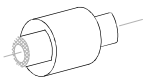
NOTES:

1. 3/8" SS BALL VALVE AND GLYCOL FILLED PRESSURE GAUGE (0-200 PSI RANGE).
2. SINGLE-DIRECTIONAL LIQUID CONVEYANCE CLEANOUTS SHALL ONLY USE THE RIGHT HALF OF THE DETAIL ALONG THE GRAY DASHED LINE.
3. DUAL-CONTAINMENT LIQUID CONVEYANCE CLEANOUT REQUIRED OUTSIDE LIMITS OF WASTE. LIQUID CONVEYANCE CLEANOUTS INSIDE LIMITS OF WASTE SHALL BE SINGLE WALLED PIPE.

DUAL-CONTAINMENT LIQUID CONVEYANCE CLEANOUT DETAIL

NOT TO SCALE

2 / DS4



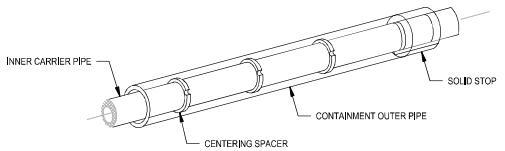
SOLID STOP

A SOLID POLYETHYLENE STOP ISOLATES A SECTION OF DOUBLE CONTAINMENT PIPE TO CONTROL EXPANSION. REQUIRED AT ALL BEND FITTINGS AND CONTAINMENT MANHOLES. MINIMUM 1" WEEP HOLE REQUIRED AT BOTTOM. BETWEEN CARRIER AND CONTAINMENT PIPE.



CENTERING SPACER

CENTERING SPACERS KEEP THE CARRIER PIPE STRAIGHT FOR UNIFORM EXPANSION INSIDE THE CONTAINMENT PIPE. SPACING INTERVAL (O.C.) TO BE 1/4" THICK @ 4' INTERVALS. ALL SPACERS TO HAVE A MINIMUM OF 3 - 1" HOLES W/ONE HOLE LINED UP WITH THE INVERT OF PIPE.



HDPE DOUBLE PIPE SECTION
N.T.S.

HDPE DUAL-CONTAINMENT LIQUID CONVEYANCE DETAIL

NOT TO SCALE

3 / DS4

ISSUED FOR BID

REGISTERED PROFESSIONAL ENGINEER
MELINDA E. DOUGHERTY
C 68966
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA
04/04/25

NO.	REVISION	DATE

SHEET TITLE: DETAIL SHEET 4

PROJECT TITLE: 2025 LANDFILL GCCS EXPANSION
FINK ROAD LANDFILL
CROWS LANDING, CA. 95313

CLIENT: Stanislaus County

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
4820 DIABLO DR, SUITE 200
PLEASANTON, CA. 94588
PH: (925) 426-2388

PROJECT NO: 01219010.00 | DSN. BY: RR | CHK. BY: EMS | APP. BY: | LAYOUT FILE: L:\PLS\FS01 | MED

DATE: 04-04-2025

SCALE: AS SHOWN

SHEET: DS4

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Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

PART II

EXHIBIT B

INSURANCE REQUIREMENTS
[See Attached]

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

EXHIBIT B

Insurance Requirements for Environmental Contractors

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Pollution Liability** and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than $2,000,000 per claim or occurrence and $4,000,000 aggregate per policy period of one year.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Transportation Pollution Liability

Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability and auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage
For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting
Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County in accordance with policy terms and conditions.

Waiver of Subrogation
Contractor hereby grants to County a waiver of subrogation (except for Professional Liability) which any insurer may acquire against County, its officers, officials, employees, agents and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Claims Made Policies
If any of the required policies provide claims-made coverage:

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Verification of Coverage

Contractor shall furnish the County with original insurance certificates and ~~amendatory~~ endorsements~~,~~ or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

_____ Exempt from Auto –By initialing, I certify Contractor's officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

_____ Exempt from WC – By initialing, I certify Contractor is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Jeffrey M. Williams Date: _____

Signature: Jeffrey M. Williams Jeffrey M. Williams (Jun 5, 2025 15:01 PDT) Date: 06/05/2025

Vendor Name: Tetra Tech BAS, Inc.

For CEO-Risk Management Division use only

Exception: No exceptions.

Approved by CEO for Risk Management: Derick Holt Derick Holt (Jun 11, 2025 15:44 PDT) Date: 06/11/2025

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

PART II

EXHIBIT C

FEE SCHEDULE

Item No.	Description of Work per Exhibit A – Technical Specifications and Drawings	Unit	Estimated Quantity	Unit Price	Extended Price
001	Mobilization/Demobilization	LS	1	$29,000.00	$29,000.00
002	Project Survey	LS	1	$34,000.00	$34,000.00
003	Landfill Gas Wells 36-inch Diameter Bore with 8-inch Diameter HDPE SDR 11 Casing	VF	1,170	$180.00	$210,600.00
004	Boring Refusal	VF	117	$65.00	$7,605.00
005	Landfill Gas Wellheads (Vertical and Horizontal Wells)	EA	21	$1,900.00	$39,900.00
006	18-inch HDPE SDR 17 Pipe for LFG Header/Lateral Below-Grade Install	LF	180	$113.00	$20,340.00
007	12-inch HDPE SDR 17 Pipe for LFG Header/Lateral On-Grade Install	LF	2,340	$46.00	$107,640.00
008	8-inch HDPE SDR 17 Pipe for LFG Header/Lateral On-Grade Install	LF	810	$25.00	$20,250.00
009	6-inch HDPE SDR 17 Pipe for LFG Lateral On-Grade Install	LF	2,690	$26.00	$69,940.00
010	4-inch HDPE SDR 11 Pipe for Condensate Forcemain	LF	2,520	$26.00	$65,520.00
011	2-inch HDPE SDR 9 Pipe for Air Supply	LF	2,520	$5.00	$12,600.00
012	12-inch Header Isolation Valve (On-Grade)	EA	1	$5,010.00	$5,010.00
013	8-inch Header Isolation Valve (On-Grade)	EA	5	$3,800.00	$19,000.00
014	6-inch Header Isolation Valve (On-Grade)	EA	1	$2,100.00	$2,100.00
015	Automatic Pneumatic Condensate Sump with Pump	EA	1	$41,000.00	$41,000.00
016	Liquid Conveyance Cleanout	EA	4	$4,500.00	$18,000.00
017	Tie-in to Existing 12-inch Header	EA	3	$5,000.00	$15,000.00
018	Tie-in to Existing 8-inch Lateral/Risers	EA	1	$2,000.00	$2,000.00
019	Tie-in to Existing 6-inch Lateral/Riser	EA	2	$1,200.00	$2,400.00
020	18-inch Header Tie-in to Existing 8-inch Header	EA	1	$2,200.00	$2,200.00
021	18-inch Blind Flange	EA	1	$2,350.00	$2,350.00
022	18-inch Header/Air/Condensate Line Road Crossing	EA	1	$40,000.00	$40,000.00
023	12-inch Header/Air/Condensate Line Road Crossing	EA	4	$6,300.00	$25,200.00
024	8-inch Lateral Line Road Crossing	EA	3	$3,400.00	$10,200.00
025	6-inch Lateral Line Road Crossing	EA	3	$3,400.00	$10,200.00
026	Hydroseeding	AC	1.8	$5,600.00	$10,080.00
027	Anchor Block	EA	39	$1,900.00	$74,100.00
028	Other LFG (Not Specifically Listed) Field Connections/Components	LS	1	$12,600.00	$12,600.00
				TOTAL BID COST	$908,835.00

LEGEND
EA – each
LS – lump sum
VF – vertical foot
LF – linear foot
AC – acres

PART III

BID PROPOSAL DOCUMENTS AND ADDENDA ISSUED

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

COMPLETE & RETURN THIS PAGE BEFORE BID RESPONSE DATE/TIME

BID PROPOSAL

STANISLAUS COUNTY GSA PURCHASING DIVISION

BID FORM
TO THE COUNTY OF STANISLAUS

THIS BID IS SUBMITTED BY:

Tetra Tech BAS, Inc.

(Firm/Company Name)

Re: **County of Stanislaus Gas Collection and Control System Expansion Project at the Fink Road Landfill** at **4000 Fink Road, Crows Landing, CA 95313**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Stanislaus ("County" and "Owner") in the form included in the Contract Documents (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, the Notice Inviting Bids, the Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of Bid opening.

3. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely.

Item No.	Description of Work per Exhibit A – Technical Specifications and Drawings	Unit	Estimated Quantity	Unit Price	Extended Price
001	Mobilization/Demobilization	LS	1	$ 29,000.00	$ 29,000.00
002	Project Survey	LS	1	$ 34,000.00	$ 34,000.00
003	Landfill Gas Wells 36-inch Diameter Bore with 8-inch Diameter HDPE SDR 11 Casing	VF	1,170	$ 180.00	$ 210,600.00
004	Boring Refusal	VF	117	$ 65.00	$ 7,605.00
005	Landfill Gas Wellheads (Vertical and Horizontal Wells)	EA	21	$ 1,900.00	$ 39,900.00
006	18-inch HDPE SDR 17 Pipe for LFG Header/Lateral Below-Grade Install	LF	180	$ 113.00	$ 20,340.00
007	12-inch HDPE SDR 17 Pipe for LFG Header/Lateral On-Grade Install	LF	2,340	$ 46.00	$ 107,640.00
008	8-inch HDPE SDR 17 Pipe for LFG Header/Lateral On-Grade Install	LF	810	$ 25.00	$ 20,250.00

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

009	6-inch HDPE SDR 17 Pipe for LFG Lateral On-Grade Install	LF	2,690	$ 26.00	$ 69,940.00
010	4-inch HDPE SDR 11 Pipe for Condensate Forcemain	LF	2,520	$ 26.00	$ 65,520.00
011	2-inch HDPE SDR 9 Pipe for Air Supply	LF	2,520	$ 5.00	$ 12,600.00
012	12-inch Header Isolation Valve (On-Grade)	EA	1	$ 5,010.00	$ 5,010.00
013	8-inch Header Isolation Valve (On-Grade)	EA	5	$ 3,800.00	$ 19,000.00
014	6-inch Header Isolation Valve (On-Grade)	EA	1	$ 2,100.00	$ 2,100.00
015	Automatic Pneumatic Condensate Sump with Pump	EA	1	$ 41,000.00	$ 41,000.00
016	Liquid Conveyance Cleanout	EA	4	$ 4,500.00	$ 18,000.00
017	Tie-in to Existing 12-inch Header	EA	3	$ 5,000.00	$ 15,000.00
018	Tie-in to Existing 8-inch Lateral/Risers	EA	1	$ 2,000.00	$ 2,000.00
019	Tie-in to Existing 6-inch Lateral/Riser	EA	2	$ 1,200.00	$ 2,400.00
020	18-inch Header Tie-in to Existing 8-inch Header	EA	1	$ 2,200.00	$ 2,200.00
021	18-inch Blind Flange	EA	1	$ 2,350.00	$ 2,350.00
022	18-inch Header/Air/Condensate Line Road Crossing	EA	1	$ 40,000.00	$ 40,000.00
023	12-inch Header/Air/Condensate Line Road Crossing	EA	4	$ 6,300.00	$ 25,200.00
024	8-inch Lateral Line Road Crossing	EA	3	$ 3,400.00	$ 10,200.00
025	6-inch Lateral Line Road Crossing	EA	3	$ 3,400.00	$ 10,200.00
026	Hydroseeding	AC	1.8	$ 5,600.00	$ 10,080.00
027	Anchor Block	EA	39	$ 1,900.00	$ 74,100.00
028	Other LFG (Not Specifically Listed) Field Connections/Components	LS	1	$ 12,600.00	$ 12,600.00
				TOTAL BID COST	$ 908,835.00

LEGEND
EA – each
LS – lump sum
VF – vertical foot
LF – linear foot
AC – acres

Total Bid Cost: [***INSERT WORDS BELOW***]

[$ Nine Hundred Eight Thousand, Eight Hundred Thirty Five Dollars]

4. Subcontractors for work included in all Bid items are listed on the subcontractors list submitted herewith.

5. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

6. Notice of Intent to Award, Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

7. The undersigned Bidder herewith encloses a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of ten percent (10%) of the Total Base Bid Price and made payable to "County of Stanislaus".

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER:
Tetra Tech BAS, Inc.

licensed in accordance with an act for the registration of Contractors, and with license number: C572017 Expiration: 06/30/2025.

Stae of California — (Place of Incorporation, if Applicable)

Christine Arbogast — (Principal)

Jeffrey M. Williams — (Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

21700 Copley Drive, Suite 200

Diamond Bar, CA 91765

Contractor's Representative(s):

Kelly McGregor, Tetra Tech BAS Construction President
(Name/Title)

Christine Arbogast, PE, President
(Name/Title)

Jeffrey M. Williams, VP/CFO
(Name/Title)

Officers Authorized to Sign Contracts

Christine Arbogast, PE, President
(Name/Title)

Jeffrey M. Williams, VP / CFO
(Name/Title)

(Name/Title)

Telephone Number(s):

909 860-7777
(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

909 860-8017
(Area Code) (Number)

(Area Code) (Number)

Email Address(es):

jeff.m.williams@tetratech.com

Date of Bid:

May 16, 2025

END OF DOCUMENT

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

COMPLETE & RETURN THIS PAGE BEFORE BID RESPONSE DATE/TIME

ADDENDA ACKNOWLEDGEMENT

Bidder shall complete the below and return with the FORM OF BID:

Addendum No. 1 Dated 04/30/2025 Date Received 04/30/2025 Initials _____

Addendum No. 2 Dated 05/06/2025 Date Received 05/06/2025 Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Bidder's Name (Printed): Jeffrey M. Williams

Bidder's Signature: _____

Bidder's Title: Vice President / Chief Financial Officer

BOND REQUIREMENTS *

Bid Security required	**YES**	Amount $10% of the Project Price
Performance bond required	**YES**	Amount $100%
Payment bond required	**YES**	Amount $100%

If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

GENERAL SERVICES

ANDREW JOHNSON
DIRECTOR/PURCHASING AGEN

AL VALENCI
ASSISTANT DIRECTO

BRAD DIEME
PURCHASING MANAGE

CARA KIELY, CP
FISCAL MANAGE

CODY NELSO
REAL ESTATE PROGRAM MANAGE

Addendum No. 1
to
BID 25-15-YT
for
Gas Collection and Control System Expansion Project at the Fink Road Landfill

To: All Prospective Bidders April 30, 2025

Prospective bidders for the above-named solicitation are hereby notified of the following attendees at the "Non-Mandatory Pre-Bid Conference" held on April 29, 2025, at 10:00 A.M.

Attendees:
Steve Nguyen– Blue Flame Crew
Robby Pierce – Tetra Tech BAS
Joe Barrios – Arsenal Well Drilling Inc.
Eric Sonsthagen – SCS Engineers
Tyler Cook – Stanislaus County / Department of Environmental Resources
Lyle Zimmer – Stanislaus County / Department of Environmental Resources
Todd Rocha – Stanislaus County / Department of Environmental Resources
Stephanie Musso – Stanislaus County / Department of Environmental Resources
Yer Tapia – Stanislaus County / GSA Purchasing

The following questions were received during the Pre-Bid Conference and subsequent Site-Walk. Responses to the questions are provided below.

1. Question: What is the plan for the portion of work that occurs through the main haul road?

   Response: The haul road must remain open by at least one (1) lane at all times during operating hours. Contractor may arrange for one (1) of the following:

   - traffic control to ensure that one (1) lane of the haul road remains open
   - perform the portion of the work on a Sunday when the Landfill is closed
   - perform this portion of the work overnight.

   Contractor shall clearly communicate the plan with Landfill management ahead of time so that Landfill staff can prepare.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

2. Question: Where is the waste that is excavated during the project to be disposed of?

   Response: Contractor may dispose of the waste at the Landfill's active site. Contractor shall dispose of waste daily and shall make every effort to dispose of the waste by no later than 3:40 P.M. each working day to allow for Landfill staff to provide daily coverage.

3. Question: Can the tie-in to existing sump location CS-5 be made with a "tee" fitting?

   Response: The connection to CS-5 can be made with a "tee" fitting, such that the grade allows for condensate drainage to the sump without obstructing gas flow.

4. Question: Is Water available on site?

   Response: Contractor shall secure their own water source, if needed. There is a nearby canal off Davis Road for which Contractor may be able to secure a temporary permit through the Del Puerto Water District for the duration of the project.

Additional Comments:

- Question Deadline: May 2, 2025, by 5:00 P.M.
- Bid Submission Date: May 16, 2025, no later than 2:30 P.M.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Please submit further requests for clarification to:
gsapurchasing@stancounty.com prior to the question/answer deadline.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

GENERAL SERVICES

ANDREW JOHNSON
DIRECTOR/PURCHASING AGEN

AL VALENCI
ASSISTANT DIRECTO

BRAD DIEME
PURCHASING MANAGE

CARA KIELY, CP
FISCAL MANAGE

CODY NELSO
REAL ESTATE PROGRAM MANAGE

Addendum No. 2
to
BID 25-15-YT
for
Gas Collection and Control System Expansion Project at the Fink Road Landfill

To: All Prospective Bidders May 6, 2025

Prospective bidders for the above-named solicitation are hereby notified of the following clarifications, and/or questions and responses thereto:

1. Question: If the electronic copy of the Bid is submitted by the May 16 deadline, will a hard copy delivered after the Bid response date still be accepted, or will it be considered nonresponsive?

   Response: Bidders are required to submit one (1) original-hard copy Bid response (including all required attachments) to the address above and one (1) copy electronically via the County's vendor portal at www.stancounty.com/purchasing/county-bids.shtm. Hard-copy Bids shall clearly identify the project name, Bid number, and Bid response date on the outside of the package, and be delivered in a sealed package. Failure to do so may cause the Bid to be treated as nonresponsive.

   The original-hard copy must be delivered to the address listed on Page 1 no later than May 16, 2025 no later than 2:30 P.M. and the electronic copy must be uploaded in PlanetBids no later than May 16, 2025, no later than 2:30 P.M. to be considered responsive. The County does not accept responses after the response date or post marked packages.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

COMPLETE & RETURN THIS PAGE BEFORE BID RESPONSE DATE/TIME*

SUBCONTRACTOR LIST

Each bid shall have listed therein the name and address of each subcontractor to whom Bidder proposes to subcontract portions of the work in an amount in excess of half of one percent (.5%) of the total bid, or $10,000, whichever is greater. This is in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

NOTE: A contractor or subcontractor shall not be qualified to bid on, or be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this Section, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this Section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided Contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

TYPE OF WORK	LICENSE NO.	DIR NO.	FIRM NAME	FIRM ADDRESS
Hydroseeding	740810	1000003273	Freedlun Hydroseeding, Inc.	518 Baywood Ct. Vacaville, CA 95688
Hydroseeding	401640	1000000478	Nitta Erosion Control	3778 Del Mar Ave. Loomis, CA 95650-9051
Survey	7765 PLS	1000005108	Sandis Civil Engineers Surveyors Planners	1700 S. Winchester Blvd., Ste. 200 Campbell, CA 95008
Survey	LS6441	1000034591	Ruggeri-Jensen-Azar (RJA)	4960 Chabot Dr. Pleasanton, CA 95458
Survey	1287060	1000007281	Mid-Valley Engineering (MVE)	1117 L Street Modesto, CA 95354
Survey	42131	2000003919	GDR Engineering, Inc.	3525 Mitchell Rd., Ste. G Ceres, CA 95307
Drilling	759193	1000004496	SDI Services	1143 Blumenfeld Dr. Ste. 100 Sacramento, CA 95815

(Signed) _____
Bidder / Prime Contractor

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

COMPLETE & RETURN THIS PAGE BEFORE BID RESPONSE DATE/TIME

NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

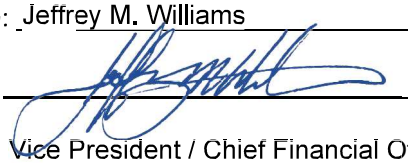
"NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID"

The undersigned declares:
I am the Vice President / Chief Financial Officer of Tetra Tech BAS, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 05/16/2025 [date], at Diamond Bar [city], California [state]."

Bidder's Name (Printed): Jeffrey M. Williams

Bidder's Signature: 

Bidder's Title: Vice President / Chief Financial Officer

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

COMPLETE & RETURN THIS PAGE BEFORE BID RESPONSE DATE/TIME

COUNTY OF STANISLAUS
BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth below.

STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Labor Code Section 1773 that requires the payment of prevailing wage on public projects. Contractor and any subcontractors under Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 and Contractor and Subcontractors are eligible to bid and work on public works projects.

CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as Contractor, I certify that Contractor, and all subcontractors listed on the Subcontractors List are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Subcontractors' registration numbers are as indicated in the Subcontractors List. I further certify that Contractor and all subcontractors listed on the Subcontractors List will remain registered for the entire duration of the contract, including through closeout of the work.

CERTIFICATION OF CONTRACT ACCEPTABILITY

By my signature hereunder, as Contractor, I certify that I have reviewed the Contract Documents and if selected, I will execute the Contract form in its current form without substantive revisions.

BIDDER: Tetra Tech BAS, Inc.
(Name of Bidder)

Date: May 16, **[20**25**]** By: _____
(Signature)

Name: Jeffrey M. Williams
(Print Name)

Its: Vice President / Chief Financial Officer
(Title)

END OF DOCUMENT

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

(ALTERNATE SURETY FORMS MAY BE ACCEPTED)

FORM OF BIDDER'S BOND
COUNTY OF STANISLAUS

We, Tetra Tech BAS, Inc. as Principal, and Fidelity and Deposit Company of Maryland as Surety are bound unto the County of Stanislaus, hereinafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principle submitted to the Obligee for the work described below, for the payment of which we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the above-identified project for the bids are to be opened at Modesto, California on May 16th, 2025.

NOW, THEREFORE, if the 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 two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in force.

In the event suit is brought upon this bond by the Obligee and judgement 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.

Dated: May 8th, 2025.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
Tetra Tech BAS, Inc.	Fidelity and Deposit Company of Maryland
Signature	Signature
JEFFREY M. WILLIAMS	Rosa E. Rivas
Name	Name
CHIEF FINANCIAL OFFICER	Attorney-In-Fact
Title	Title
Address: 21700 Copley Drive, Suite 200 Diamond Bar, CA 91765	Address: 1299 Zurich Way Schaumburg IL 60196-1056

Note: The bond must be acknowledged before a Notary Public by BOTH Contractor and the Surety.

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

CALIFORNIA ALL-PURPOSE 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 05/08/2025 before me Stephen L. Silva, Notary Public, personally appeared Rosa E. Rivas 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.

STEPHEN L. SILVA
Notary Public - California
Los Angeles County
Commission # 2475635
My Comm. Expires Dec 8, 2027

Signature _____
Signature of Notary Public

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Los Angeles }

On May 12, 2025 *Date* before me, Donna S. Smith, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Jeffrey M. Williams *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.

DONNA S. SMITH
Notary Public - California
Los Angeles County
Commission # 2366089
My Comm. Expires Jul 28, 2025

Place Notary Seal and/or Stamp Above

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 Donna S. Smith *Signature of Notary Public*

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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rosa E. RIVAS, Vanessa FONG, Tracy ASTON, Meghan HANES, Samantha RUSSELL, Mary L. YOHNKE of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of January, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of May, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: Contract with Tetra Tech BAS, Inc. (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2) Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?
☐ *YES* ☑ *NO*

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the County Officer receiving the contribution:

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ *YES* ☑ *NO*

- If YES, please identify the person(s) or agent(s) making the contribution:
N/A

- If YES, please identify the County Officer receiving the contribution:
N/A

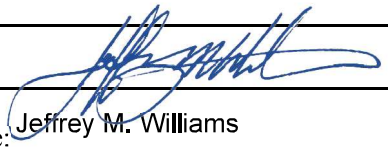
Attachment: Levine Act Disclosure Statement (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:

- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non- material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 	Date: May 16, 2025
Print Name: Jeffrey M. Williams	
Title: Vice President / Chief Financial Officer	
Company: Tetra Tech BAS, Inc.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
BID Number:	BID Title:

Attachment: Levine Act Disclosure Statement (Contract with Tetra Tech BAS for the Gas Collection Control System Expansion - Fink Road

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: General Services Agency

BOARD AGENDA:5.B.13
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of a Master Agreement with Clark Pest Control of Stockton, Inc. for Countywide Pest Control Services

STAFF RECOMMENDATION:

1. Approve a Master Agreement with Clark Pest Control of Stockton, Inc. for countywide pest control services for a not-to-exceed amount of $243,684 effective July 1, 2025, through June 30, 2028, with two one-year renewal options.

2. Authorize the Purchasing Agent, or designee, to sign the Master Agreement and any subsequent amendments to the Master Agreement on behalf of the County, budget permitting and consistent with the County Purchasing Policy, throughout the term of the agreement.

DISCUSSION:

The Stanislaus County General Services Agency (GSA) competitively procures and maintains countywide Master Agreements for a variety of goods and services, such as office supplies, fire extinguisher maintenance, and janitorial services. Among these Master Agreements is a need for both scheduled and as-needed pest control services. Currently, Stanislaus County occupies over 2.5 million square feet of owned and leased space, which includes office warehouse and detention space. By combining the needs of multiple County departments, GSA is able to procure professional services at lower rates than would otherwise be possible.

On March 26, 2025, GSA conducted Request for Proposal (RFP) No. 25-11-DQ for countywide pest control services. The bid notice was sent to 522 companies, and 10 firms downloaded the bid documents. A non-mandatory bid conference was held in person on April 9, 2025. Four firms attended the pre-bid conference. When the bid closed on May 30, 2025, GSA received three responses from the following firms:

- Clark Pest Control of Stockton, Inc.
- Kingdom IPM, Inc.
- Top Notch IP

Clark Pest Control of Stockton, Inc. (Clark), located in Modesto, California, was the only firm that met the minimum qualifications and passed the financial review, and was determined by an evaluation committee to pass with a score of 153.60 points out of 160 total possible points. On May 15, 2025, GSA issued a Notice of Intent to Award to Clark,

and Notices of Non-Award to the other two bidders. No letters of protest were received during the five-day protest period for this RFP.

POLICY ISSUE:

The County's Purchasing and Salvage Policy requires Board of Supervisors' approval for contracts exceeding $200,000. This requirement is based upon California Government Code §25212, et seq., and §25502.5, et seq., which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

Based upon price schedules submitted by Clark, GSA Purchasing anticipates that approximately $243,684 will be spent during the three-year term for the Master Agreement commencing on July 1, 2025, and expiring on June 30, 2028.

Appropriations for departmental use of the agreements are requested at the department level; therefore, no increase in appropriations is being requested to accompany this agreement.

BOARD OF SUPERVISORS' PRIORITY:

Approval of this agreement supports the Board's priority of *Delivering Efficient Public Services* by providing cost-efficient, contracted pest control services for use by County departments.

STAFFING IMPACT:

Existing GSA Purchasing staff will manage the agreements for pest control services.

CONTACT PERSON:

Andy Johnson, GSA Assistant Director	(209) 525-4380
Brad Diemer, GSA Purchasing Manager	(209) 525-6319

ATTACHMENT(S):

1. Clark Pest Control of Stockton, Inc. Master Agreement
2. Levine Act Disclosure Form

MASTER ON-CALL PUBLIC WORKS AGREEMENT
PEST CONTROL SERVICES

This Master On Call Public Works Agreement ("Agreement") is made and entered into by and between the County of Stanislaus ("County") and Clark Pest Control of Stockton, Inc., a California corporation ("Contractor") as of _____, 2025.

INTRODUCTION

WHEREAS, the County has a need for countywide pest control services; and

WHEREAS, Contractor is a contractor licensed as an Integrated Pest Management (IPM) services (License No. 922758) and is specially trained, experienced and competent to perform and has agreed to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1) Scope of Work.

a) General Scope of Work and Exhibits. Following execution of this contract, Contractor shall provide countywide pest control services, as that work and services are set forth in this Agreement and the following exhibits which are attached hereto and incorporated herein by this reference:

Exhibit A (Scope of Services, referred to herein as "Services")
Exhibit B (Insurance Requirements)
Exhibit C (Pricing Proposal/List of Locations)
Exhibit D (Stanislaus County Integrated Pest Management Policy)
Exhibit E (Contractor Certifications)
Exhibit F (Labor Code and Prevailing Wage Requirements)
Exhibit G (Form of Purchase Order)

b) Services Proposal. The Services shall be completed on a project-by-project basis with each such project being separately approved by the County through a Purchase Order. Contractor shall provide a written proposal to County for each individual project specifying which of the Services are to be completed for that project. These proposed Services shall be requisitioned via a separately-approved Purchase Order entered in Oracle. Such Purchase Orders which, when fully executed, shall be incorporated herein by this reference. The County offers no assurances that there will be any Purchase Orders, and the Purchase Orders will be issued (if at all), subject to this Agreement.

c) Proposal, Billing Rates, Commencement Date, Completion Date. The itemized proposal submitted by Contractor for each individual project shall set forth the Services to be performed, the number hours to complete the project, and the applicable hourly billing rates set forth in Exhibit C. The Purchase Order shall set forth a Not To Exceed amount. The Purchase Order shall include the Commencement Date and the Completion Date for the work to be completed by Contractor under the Purchase Order.

d) Subcontractors. If the Contractor deems it appropriate to employ or retain a subcontractor in connection with the performance of the services under this Agreement, the Contractor will so advise the County and seek the County's prior written approval of such employment or engagement.

e) Performance. Upon complete execution of the Purchase Order by the County and Contractor, the Contractor shall timely perform those Services for that specific project in accordance with the approved

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

Purchase Order and as directed by the County's Facility Maintenance Manager or department designee. Time is of the essence under each Purchase Order.

f) Ownership of Records. All documents and drawings prepared or produced by Contractor under this Agreement are property of the County, and may be used by the County for any lawful purpose without additional compensation.

g) Laws. The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state, County and local laws, ordinances, regulations and resolutions. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

2) Compensation.

a) Total Compensation. Contractor shall be compensated for Services performed under a Purchase Order, based on the Billing Rates Schedule as set forth in Exhibit C, as provided in each Purchase Order. County shall not be required to pay more than the maximum amount specified in any Purchase Order, regardless of Contractor's level of effort required to perform the Services. Compensation payable to Contractor under a Purchase Order shall include all labor, material, transportation, insurance, subcontractors, services and the Services required under this Agreement and the Purchase Order. Except as otherwise expressly agreed by the County, the agreed rates include all Contractor costs, including benefits, overtime, travel and reimbursables.

b) Billing Rates. Rates on Billing Rate Schedule shall remain fixed throughout Agreement term.

c) Additional Compensation. Except as expressly provided in this Agreement or a Purchase Order, Contractor shall not be entitled to nor receive from the County any additional consideration, compensation, salary, wages or other type of remuneration for Services rendered under this Agreement, including, without limitation, meals, lodging, drawings, renderings or mockups. Specifically, Contractor shall not be entitled by virtue of this Agreement to any compensation or benefits payable to County employees, including, without limitation, insurance, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

d) Contract Limit. The total amount of the of compensation to Contractor under this contract shall not exceed $243,684.

e) Monthly Statements. Contractor shall provide the County with a monthly statement, as Services warrant, of fees earned and permissible costs incurred (if any) for Services provided during the billing period, which the County shall pay within 30 days of the date each statement is approved by the County. The statement shall generally describe the Services performed, the applicable rate or rates, the basis for the calculation of fees, the balance due on the Statement, and the balance of funds available under this Agreement, after subtracting amounts paid to date. All statements for Services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

f) Tax Withholding. The County will not withhold any Federal or State income taxes or Social Security tax from any payments made by the County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is Contractor's sole responsibility. The County has no responsibility or liability for payment of Contractor's taxes or assessments.

3) Term.

a) Term. The term of this Agreement shall commence on effective date and shall terminate three (3) years from the effective date through June 30, 2028, unless terminated earlier as provided below. This agreement will not automatically renew but may be renewed for two (2) additional one-year terms by mutual,

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

written agreement of the parties. Such renewal shall be in the form of an amendment to the Agreement. In no case shall the renewal extend beyond June 30, 2030. The term for each separately approved Purchase Order.

b) Default. Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

c) Termination by County. The County may terminate this Agreement, with or without cause, upon 15 days' prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs.

d) Termination Upon Insolvency of Contractor. At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Contractor, or (b) sale of Contractor's business.

4) Representatives. Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Contractor hereby designates Scott Coelho, Project Manager. Owner hereby designates Russell West, Facilities Maintenance Manager of Stanislaus County General Services Agency. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Contractor's services. Each party may delegate all or some of its representative's role and function to some other representative. Refer to contact information below.

For County:
Russell West, Facilities Maintenance Manager
General Service Agency
1010 10th Street, Suite 2300
Modesto, CA 95354
(209) 661-6258
westd@stancounty.com

For Contractor:
Scott Coelho
Clark Pest Control of Stockton, Inc.
480 E Service Road
Modesto, CA 95358
(209) 485-3684
modestocommercial@clarkpest.com

5) Required Licenses, Certificates and Permits. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A of this Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

6) Office Space, Supplies, Equipment, Etc. Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor - not the County - has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

7) Insurance. Contractor shall procure and maintain for the duration of the Agreement the insurance set forth in Exhibit B to this Agreement attached hereto and incorporated here by this reference.

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

8) Indemnity / Liability. To the fullest extent permitted by law, Contractor shall indemnify, protect, defend with counsel approved by County and at Contractor's sole cost and expense, and hold harmless County, its Board of Supervisors, officers, officials, officials, representatives, agents, employees and volunteers ("Indemnitees") from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are connected in any way with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or County Policy, by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor shall not be obligated to indemnify or defend the County for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the County. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Contractor to County, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Contractor under the law. Contractor's obligation to defend, indemnify and hold the Indemnitees harmless under the provisions of this paragraph shall not be limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy or policies of insurance.

9) Order of Precedence. In the event of inconsistency among any of the documents pertaining to the subject matter of this Agreement, the following order of precedence applies:

a) This Agreement shall prevail over all other documents;

b) The attachments to this Agreement and the Purchase Order shall prevail over the RFQ/P and the response to the RFQ/P; and

c) The RFQ/P shall prevail over the response to the RFQ/P.

10) Contractor Certifications. By execution of this Contract by Contractor, Contractor is making the certifications set forth in Exhibit D attached hereto and incorporated herein by this reference.

11) Prevailing Wages. This work is subject to applicable Labor Code and Prevailing Wage requirements as set forth in Exhibit E attached hereto and incorporated herein by this reference.

12) Status of Contractor.

a) Independent Contractor. All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the County. Except as expressly provided in this Agreement or in any approved Purchase Order, Contractor has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Contractor and the County that this Agreement shall not be construed or considered under any circumstances, to create an employer—employee relationship, partnership, or a joint venture. If in performing this Agreement Contractor utilizes any third persons (including without limitation subcontractors) they shall be entirely and exclusively under Contractor's direction, supervision and control. Contractor shall determine all retention terms, including, without limitation, hours, wages, working conditions, discipline, hiring and discharging and any other employment term or legal requirement. Contractor shall indemnify and hold the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

b) Conduct as Independent Contractor. At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of the County.

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

c) Means of performing Work. Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

d) Third Person Employment. If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirement so law, shall be determined by the Contractor.

e) Services to Others. Contractor is permitted to provide services to others during the same period service is provided to the County under this Agreement, provided, however, that such services do not conflict directly or indirectly with the performance of the Contractor's obligations under this Agreement.

f) W-2 Forms. It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

g) Claims by Third Parties. As an independent contractor, Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

13) Records and Audit.

a) Term of Maintenance. Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement, or longer if provided in a Purchase Order. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

b) Access to Writings. Any authorized representative of the County shall have access to any writings as defined above for purposes of making audit, evaluation, or examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, the County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement. When the County receives financial support through grant funding, the auditors of the State of California shall have the right to examine the records of the Contractor relative to the services and materials provided under any Purchase Order.

14) Nondiscrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

Regulations or the Code of Federal Regulations. Said regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

15) Assignment. This is an agreement for the services of Contractor. The County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of the County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

16) Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

17) Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required or may desire to make, shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354
Phone: 209.525.6319

To Contractor: Clark Pest Control of Stockton, Inc.
Attention: Scott Coelho
480 E Service Road
Modesto, CA 95358
(209) 485-3684

This Section 17 does not apply to ordinary project communications, which may be transmitted by email or any other manner approved by the parties.

18) Conflicts. Contractor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future conflict of interest between providing the services hereunder and any interest Contractor may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County.

19) Confidentiality. Any information, whether proprietary or not, made known to or discovered by Contractor during the performance of or in connection with this Agreement for the County, will be kept confidential and not be disclosed to any other person. Contractor will immediately notify the County in writing if it is requested to disclose any information made known to or discovered by Contractor during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to the County hereunder.

20) Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or County statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

21) Amendment. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
7.
22) Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

23) Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

24) Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

25) Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Amendment may be executed and delivered by electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

26) Certification Regarding Economic Sanctions -- California State Executive Order N-6-22

a) Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

b) County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

c) For contracts valued at $5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

[*SIGNATURES APPEAR ON FOLLOWING PAGE*]

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

"County"

COUNTY OF STANISLAUS

By:_____
Andrew Johnson, GSA Director/Purchasing Agent

"Contractor"

CLARK PEST CONTROL

Marco Raya
Marco Raya (Jun 10, 2025 08:25 PDT)

By: _____
Marco Raya, Branch Manager

Note: by execution of this Agreement, Contractor is making the certifications set forth on Exhibit D and acknowledges the Labor Code and Prevailing Wage Requirements on Exhibit E.

APPROVED AS TO FORM:

STANISLAUS COUNTY COUNSEL
Thomas E. Boze

Thomas E. Boze
Thomas Boze (Jun 9, 2025 14:57 PDT)

By:_____
Thomas E. Boze, County Counsel

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

EXHIBIT A

SCOPE OF WORK
PEST CONTROL SERVICES

A. SCOPE OF SERVICES

Contractor shall provide ongoing indoor/outdoor pest control services for County facilities. On-call outdoor pest control services may also be requested at any location in the public right-of-way or public property including parks. The pest control service provided selected by Stanislaus County will provide assessment, evaluation, monitoring, recommendations, and pest management services.

a. Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring and assessment trapping, and other non-chemical methods, pesticide application and pest removal component Stanislaus Counties Integrated Pest Management Plan (attached) at facilities as required.

b. Contractors submitting a proposal shall possess a valid and current California Qualified Applicator (QAL) and a valid and current California Structural Pest Control Operators License and maintain current registration in Stanislaus County, and comply with all other license, insurance and permit requirements of the City, State and Federal governments, as required by law to perform the work. Contractor shall maintain all required licenses and permits during the course of the contract and contractor employees shall be trained and licensed in accordance with the law.

c. Contractor shall comply with the Stanislaus Counties Integrated Pest Management Plan (IPM) Policy (attached) and always follow integrated pest management practices to control pests and minimize use of toxic materials. Proposed methods shall be submitted for the Facilities Manager or designee to review and provide written approval before work proceeds. Contractors are responsible for reporting any regulatory data that is required by Federal, State, County, or any other oversight jurisdictions.

d. Prohibited Pesticides - No federal or state restricted materials, or pesticides labeled with signal words “Danger” or “Warning” will be used for routine maintenance. If a contractor determines the need for a “Danger” or “Warning” labeled pesticide for non-routine treatment, the label, planned location of use, timing and precaution measures to be used must be discussed with the IPM administrator and approved prior to use.

e. Contractor shall take special care to protect the public from any exposure to pest control traps, bait stations and chemicals.

Contractor shall provide all supervision, labor, materials and equipment necessary to accomplish the monitoring, trapping, pesticide application and pest removal of pest as follows:

1. Spiders, cockroaches, slugs, snails and beetles;
2. Crickets, aphids, and other hoppers;
3. Ants (all species) earwigs, sow bugs, silverfish and other crawling insects;
4. Fleas and other biting insects;
5. Wasps, hornets and other stinging insects nesting in the interior or exterior up to a maximum height of six (6) stories;
6. Moths and other flying pests;
7. Weevils, dust mites, and other food pests; and
8. Mice, rats, gophers, squirrels, and other rodents.

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

Service shall be provided to occupied or unoccupied locations, but not limited to, basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, walls/ enclosures, kitchen, dining room, cafeteria, food preparation and storage areas, refuse containers and surrounding storage areas, offices, lavatory and shower areas, hallways and lounge areas.

The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to prevent future infestation. Emergency response, when required, is expected within four (4) hours, with necessary remedial action completed within one (1) business day.

Contractor shall maintain a current pest control license in accordance with the State of California Department of Pesticide as well as any/all required local business licenses.

All terms and conditions in the Agreement shall apply to various facility sites. *IMPORTANT NOTICE*: Once the contract is fully executed between the successful Proposer and Stanislaus County, all work performed as a result of this RFP shall be reviewed, directed and approved by County's assigned representative through use of a "form of purchase order – Exhibit G. Any work performed in lieu of proper documentation, shall rest solely to the responsibility of the Contractor.

Thorough, timely, and quality pest control services are required throughout the County. This Scope of Work makes reference to the County's **110+** buildings/locations, but identified buildings/locations are under no obligation to use services provided as a result of this RFP. Exhibit "C" below lists the locations and frequency requirements per location. However, the actual billing addresses will be provided upon award of contract as the department identifies and request the use of this Master Agreement to meet their needs.

The Contractor shall complete a thorough, initial inspection of each building or site at least **ten (10) working days prior** to the starting date of the agreement. The purpose of the initial inspections is for the Contractor to investigate the need of all locations and identify problem areas and any equipment, structural features, or management practices that are contributing to the pest infestations.

Basic service: Interior and exterior treatment for the control of ants, roaches, spiders, beetles, moths, earwigs, fleas, silverfish, rats (mice) and/or like rodents. The agreement does not include termites or other wood-destroying organisms.

Service frequency shall insure and guarantee that all County facilities remain free from pests. If at any time, pests are found in any facility being serviced, it will be the responsibility of the contractor to, within eight (8) hours or less, take the action necessary to eliminate the problem. Further, it is the responsibility of the contractor to remove any webs, nests and other habitat caused by the presence of spiders, insects and other pests at the facilities serviced under this agreement.

Service shall be performed after hours to cause the least amount of disruption to County services. If interior work is necessary, this can only be performed with the building or area unoccupied.

It is mandatory that all pest control contract personnel working in security sensitive facilities (as determined by the County) pass a Department of Justice and F.B.I. background check, drug screen (at an approved medical facility) and be bondable. Results from drug screens and background checks must be submitted for each of Contractor's employees before such employee can be assigned to these facilities can take effect. Contractor shall pay the cost of background checks and drug tests. All of Contractor's personnel shall receive all appropriate safety training in all aspects of pest control operations from the Contractor. All of Contractor personnel working in or around County facilities shall wear distinctive uniform clothing and identification.

The County, in advance of any application, must approve a list of all chemicals and supplies to be used. Safety Data Sheets (SDS) must be on-site and available for all chemicals used within a service area.

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

Materials used shall comply with all federal, state and County laws and ordinances. The Contractor shall be responsible for application of pesticides according to label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state or local jurisdiction. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state and local laws and regulations. Throughout the term of the agreement, all Contractors' personnel providing on site pest control services must maintain certification as a commercial pesticide applicator in the category of industrial, institutional, structural and health related pest control. Uncertified individuals working under the supervision of a certified applicator will not be permitted to provide service under this agreement.

Communication with the County's Project Manager is essential, when coordinating the work under this agreement. Contractor's project manager shall notify the County's facilities manager via e-mail whenever the project manager or department calls the Contractor for any work, including "special issues" such as massive bug infestation, wasp, ants, black bugs etc., and prior to scheduling any work for the County. Contractor shall notify County's project manager by email [preferred, then there is documentation] when they **arrive** on site and when they **depart** the site and, describe what work was performed, if any.

B. ECO-FRIENDLY/GREEN PRODUCTS

All chemicals are to be eco-friendly/green to include botanical pesticides and insecticides and low impact environmentally and operationally. A complete list of chemicals and material safety data sheets ("MSDS") are to be part of the returned proposal. Contractor agrees to use good faith efforts to utilize environmentally responsible practices to minimize the adverse effects on the environment, by providing a list of all environmentally friendly materials currently in use by your firm, to be used throughout this agreement.

C. IPM Requirements

The Contractor shall follow the requirements of the County's Integrated Pest Management (IPM) Policy to ensure the County is in compliance with its National Pollution Discharge Elimination System (NPDES) Permit and the Basin Plan Amendment (BPA) for the Control of Pyrethoid Pesticide Discharge (Resolution R5-2017-0057).

1. Contractor shall use the most current IPM technologies available to ensure the long- term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around County buildings and facilities.

2. Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:

    a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA);

    b. Except for pesticides granted an emergency exemption, the County shall not use any products on the prohibited use product list. If it is determined that an EPA registered pesticide must be used, then the least-toxic material shall be chosen;

3. Prohibited Use Products: Pesticides used by the County shall not contain the following ingredients:

    a) Organophosphates, or organochlorines, or carbamates listed by the United States Environmental Protection Agency (Office of Pesticides Programs, Document 735-F-99-14, May 1999), or California Department of Pesticide Regulation Chemical Inquiries Database.

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

b) Glyphosate or glyphosate containing products.

4. Banned Use Areas: Except in the case of an emergency, no pesticides will be applied on County playground properties.

Notification of Pesticide Applications

1. The County shall provide the public and its employees with notification of pesticide applications through the use of signs at all school sites as required by the Healthy Schools Act.

2. Contractor shall provide to the County project manager an annual Report of all pesticide usage in support of County operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.

3. Contractor shall include a brief description with their annual pesticide usage Report of IPM tactic or strategies implemented in the reporting year (i.e., non-chemical strategies such as monitoring, trapping, redesign of problematic landscapes, improving sanitation, etc.).

4. Contractor shall provide a copy of any current IPM certifications to the Counties project manager prior to initiation of the service work.

5. Upon request by County throughout the term of this Agreement, Contractor shall provide to the County proof of valid all required certifications and licenses, including but not limited to certifications and licenses from the California DPR (both Main and Branch licenses), the Structural Pest Control Board, and the State Contractors License Board (including pest control), as well as a copy of a California DPR issued QAL for all persons providing services to the County under this Agreement.

**For complete information on IPM Policy refer to Exhibit D.

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

EXHIBIT B
PEST CONTROL SERVICES

INSURANCE REQUIREMENTS

[Behind this Page]

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

Exhibit B

Insurance Required for Most Contracts

(Not for Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars ($1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the County.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or Subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

☑ Exempt from Auto – By initialing, I certify Contractor's officers, employees, agents, representatives, or subcontractors will not utilize a vehicle in the performance of my work with the County.

☑ Exempt from WC – By initialing, I certify Contractor is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Marco Raya Date: 06/10/2025

Signature: Marco Raya Marco Raya (Jun 10, 2025 08:25 PDT) Date: 06/10/2025

Vendor Name: Clark Pest Control

For CEO-Risk Management Division use only

Exception: No exceptions

Approved by CEO for Risk Management: Derick Holt Derick Holt (Jun 10, 2025 13:03 PDT) Date: 06/10/2025

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

EXHIBIT C
PEST CONTROL SERVICES

FEE SCHEDULE & LIST OF LOCATIONS

The parties hereto acknowledge the maximum amount to be paid by the County for services provided during the three-year (3) term of this Agreement shall not exceed $243,684, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

PRICING VALID FOR YEARS 1-3

COUNTY OFFICE	ADDRESS	SQ. FT. PER BLDG	RECMND. FREQ	MONTHLY AMOUNT	ALTERNATE MONTHLY AMOUNT	ANNU AMOU
AGRICULTURAL CENTER (GSA)						
AG. CENTER, BLDG. A (STANISLAUS BLDG)	3800 CORNUCOPIA WAY MODESTO, CA	56,315	Alternate Monthly	$112		$1,344
AG. CENTER, BLDG. B (HARVEST HALL)	3800 CORNUCOPIA WAY MODESTO, CA	12,544	Alternate Monthly	$72		$864
AG. CENTER, BLDG. C (TUOLOMNE BLDG)	3800 CORNUCOPIA WAY MODESTO, CA	18,184	Alternate Monthly	$79		$948
AG. CENTER, BLDG. D (ENCLOSED WAREHOUSE)	3800 CORNUCOPIA WAY MODESTO, CA	10,854	Alternate Monthly	$90		$1,080
AG. CENTER BLDG. E (OPEN WAREHOUSE)	3800 CORNUCOPIA WAY MODESTO, CA	6,564	Alternate Monthly		$65	$390
BEHAVIORAL HEALTH (BHRS)						
BEHAVIORAL HEALTH BLDGS A & H	800 SCENIC DR MODESTO, CA	3,200	Alternate Monthly		$36	$216
BEHAVIORAL HEALTH BLDG B	800 SCENIC DR MODESTO, CA	2,452	Alternate Monthly		$36	$216
BEHAVIORAL HEALTH BLDG C	800 SCENIC DR MODESTO, CA	3,129	Alternate Monthly		$36	$216
BEHAVIORAL HEALTH BLDG D	800 SCENIC DR MODESTO, CA	3,004	Alternate Monthly		$36	$216
BEHAVIORAL HEALTH BLDG E	800 SCENIC DR MODESTO, CA	2,856	Alternate Monthly		$36	$216
BEHAVIORAL HEALTH BLDG F	800 SCENIC DR MODESTO, CA	3,617	Alternate Monthly		$36	$216
BEHAVIORAL HEALTH BLDG G	800 SCENIC DR MODESTO, CA	2,567	Alternate Monthly		$36	$216

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BEHAVIORAL HEALTH BLDG J	800 SCENIC DR MODESTO, CA	2,789	Alternate Monthly		$36	$216
BUILDING A (SUITES A & D) BUILDING B (SUITES B & C)	500 N. 9TH STREET MODESTO, CA	22,712	Alternate Monthly		$185	$1,110
FAMILY PARTNERSHIPS CENTER	421 E. MORRIS MODESTO, CA	5,950	Alternate Monthly	$95		$1,140
MHSS/CMAT	707 14TH STREET MODESTO, CA	3,216	Alternate Monthly	$95		$1,140
STANISLAUS RECOVERY CENTER BLDG. B, C-1, C-2, D, F, G-4, G-3, G-2, G-1, AND H	1904 RICHLAND AVE CERES, CA	41,932	Monthly	$130		$1,560
TRAINING BLDG – SUITE 147	1581 CUMMINS DR MODESTO, CA 95358	3,699	Alternate Monthly		$105	$630
COUNTY CENTERS (GSA)						
12th & I OFFICE BUILDING	832-12th STREET MODESTO, CA	90,000	Alternate Monthly		$50	$300
12th & I PARKING GARAGE	826-12th STREET MODESTO, CA	242,056	Alternate Monthly		$50	$300
ADMIN. ANNEX IV (CLERK RECORDER)	1021 I STREET MODESTO, CA	42,000	Alternate Monthly	$98		$1,176
CENTER II WAREHOUSE I	714 SCENIC DR MODESTO, CA	1,200	Alternate Monthly		$55	$330
CENTER II WAREHOUSE II	714 SCENIC DR MODESTO, CA	1,200	Alternate Monthly		$55	$330
CERES STORAGE FACILITY	1900 MEMORIAL DR CERES, CA	34,000	Alternate Monthly		$107	$642
CIVIL GRAND JURY TRAILER	825 12TH ST MODESTO, CA	2,100	Alternate Monthly		$45	$270
COUNTY CENTER III BLDG. I	917 OAKDALE RD MODESTO, CA	23,544	Alternate Monthly		$85	$510
COUNTY CENTER III, BLDG II (USPS)	921 OAKDALE RD MODESTO, CA	25,720	Alternate Monthly		$85	$510
COUNTY CENTER IV MAIN BUILDING	1716 MORGAN RD MODESTO, CA	9,504	Alternate Monthly		$130	$780
COUNTY ANNEX VI (ITC)	801 11TH ST MODESTO, CA	47,525	Twice a Month	$120		$1,440
FACILITIES MAINTENANCE CARPENTER	1716 MORGAN RD MODESTO, CA	2,740	Alternate Monthly		$95	$570
FLEET SERVICES	448 E. HACKETT ROAD MODESTO CA	13,260	Alternate Monthly		$92	$552
GRAYSON COMMUNITY CENTER	8900 LAIRD RD GRAYSON, CA	33,165	Alternate Monthly		$110	$660

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MANCINI HALL	718 TOULUMNE MODESTO, CA	3,825	Alternate Monthly		$70	$420
PURCH. WAREHOUSE I (ELECTIONS)	909 CENTER III MODESTO, CA	14,400	Alternate Monthly		$62	$372
PURCH. WAREHOUSE II (CENTRAL STORES)	909 CENTER III MODESTO, CA	13,600	Alternate Monthly		$62	$372
STANISLAUS REGIONAL 9-11	3705 OAKDALE RD MODESTO, CA	18,000	Alternate Monthly	$110		$1,320
WATER RESOURCE BLDG.	303 S. 1ST ST PATTERSON	7,000	Alternate Monthly		$86	$516
COMMUNITY SERVICES AGENCY (CSA)						
ACCESS CENTER	912 D STREET MODESTO, CA	4,200	Monthly	$70		$840
COMMUNITY SERVICES FACILITY MAIN (CSF MAIN)	251 E. HACKETT RD MODESTO, CA	252,355	Monthly	$280		$3,360
COMMUNITY SERVICES FACILITY MAIN (CSF MAIN)	251 E. HACKETT RD MODESTO, CA	252,355	Monthly (squirrel control)	$25		$300
COMMUNITY SERVICES FACILITY MAIN (CSF MAIN)	251 E. HACKETT RD MODESTO, CA	252,355	Monthly (Gopher Control)	$175		$2,100
COMMUNITY SERVICES FACILITY	1310 W. MAIN ST TURLOCK, CA	34,996	Monthly	$110		$1,320
COMMUNITY SERVICES AGENCY (PATTERSON)	101 W. LAS PALMAS PATTERSON, CA	15,300	Monthly	$90		$1,080
OAKDALE FACILITY	1405 W. F ST OAKDALE, CA	8,000	Monthly	$75		$900
WINMOORE WAREHOUSE	617 WINMORE D & E MODESTO, CA	9,000	Monthly	$75		$900
DISTRICT ATTORNEY						
12 & I OFFICE	832-12TH STREET MODESTO, CA	58,650	Alternate Monthly		$50	$300
12 & I PARKING	826 12TH STREET MODESTO, CA	219,061	Alternate Monthly		$50	$300
DEPT OF ENVIRONMENTAL SERVICES (DER)						
ENVIRONMENTAL RESOURCES	4000 FINK RD CROWS LANDING, CA	2,626	Monthly	$110		$1,320
GEER ROAD LANDFILL GWTES BUILDING	750 GEER ROAD MODESTO, CA	1,300	Alternate Monthly		$85	$510

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GENERAL SERVICES AGENCY (GSA)						
SALVATION ARMY	625 I STREET MODESTO, CA	28,725	Alternate Monthly		$105	$630
HEALTH SERVICES AGENCY (HSA)						
COUNTY CENTER III – TRAILER A	917 OAKDALE RD MODESTO, CA	720	Alternate Monthly		$25	$150
COUNTY CENTER III – TRAILER B	917 OAKDALE RD MODESTO, CA	2,160	Alternate Monthly		$35	$210
COUNTY CENTER III – TRAILER C	917 OAKDALE RD MODESTO CA	2,160	Alternate Monthly		$35	$210
HSA BLDG. I	830 SCENIC DR MODESTO, CA	17,100	Alternate Monthly		$34	$204
HSA BLDG. II	830 SCENIC DR MODESTO, CA	18,423	Alternate Monthly		$34	$204
HSA BLDG. III - CHS	830 SCENIC DR MODESTO, CA	23,287	Alternate Monthly		$34	$204
HSA BUSINESS OFFICE	1030 SCENIC DR MODESTO, CA	16,252	Alternate Monthly		$42	$252
HSA CENTRAL UNIT	830 SCENIC DR MODESTO, CA	84,110	Alternate Monthly		$34	$204
HSA PED TRAILER ANNEX	830 SCENIC DR MODESTO, CA	3,000	Alternate Monthly		$34	$204
HSA – PEDIATRICS DEPT.	830 SCENIC DR MODESTO, CA	15,667	Alternate Monthly		$76	$456
PUBLIC HEALTH	820 SCENIC DR MODESTO, CA	10,439	Alternate Monthly		$34	$204
SHOP/BOILER ROOM	830 SCENIC DR MODESTO, CA	17,302	Alternate Monthly		$34	$204
LIBRARIES						
CERES LIBRARY	2250 MAGNOLIA, CERES, CA	5,000	Alternate Monthly		$66	$396
DENAIR LIBRARY	4801 KERSEY RD DENAIR, CA	2,003	Alternate Monthly		$65	$390
EMPIRE LIBRARY	98 I ST EMPIRE CA	5,760	Alternate Monthly		$75	$450
HUGHSON LIBRARY	2412 A, 3RD ST HUGHSON, CA	2,100	Alternate Monthly		$66	$396
KEYES LIBRARY	5506 JENNIE AVE KEYES, CA		Alternate Monthly		$64	$384
MODESTO MAIN LIBRARY	1500 I ST MODESTO, CA	62,000	Alternate Monthly		$98	$588
NEWMAN LIBRARY	1305 KERN NEWMAN, CA	2,613	Alternate Monthly		$76	$456
OAKDALE LIBRARY	151 S. FIRST AVE OAKDALE, CA	6,500	Alternate Monthly		$80	$480
PATTERSON LIBRARY	46 N. SALADO AVE PATTERSON, CA	4,070	Alternate Monthly		$86	$516
RIVERBANK LIBRARY	3442 SANTA FE RIVERBANK, CA	3,594	Alternate Monthly		$82	$492

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SALIDA BRANCH LIB & COMMUNITY CENTER	4835 SISK ROAD MODESTO, CA	56,000	Alternate Monthly		$115	$690
TURLOCK LIBRARY	550 MINARET AVE TURLOCK, CA	10,000	Alternate Monthly		$106	$636
WATERFORD LIBRARY	324 E. STREET WATERFORD, CA	2,170	Alternate Monthly		$66	$396
PUBLIC WORKS						
PUBLIC WORKS MAIN BLDG.	1716 MORGAN RD MODESTO, CA	17,000	Alternate Monthly		$165	$990
PROBATION DEPARTMENT						
COUNSELING MODULAR UNIT	2215 BLUE GUM AVE MODESTO, CA	1,140	Alternate Monthly		$45	$270
EDUCATION CENTER	2215 BLUE GUM AVE MODESTO, CA	500	Alternate Monthly		$42	$252
HR OFFICE	2215 BLUE GUM AVE MODESTO, CA	2,160	Monthly	$45		$540
JUVENILE COMMITMENT CENTER	2215 BLUE GUM AVE MODESTO, CA	47,207	Monthly	$135		$1,620
JUVENILE JUSTICE CENTER (JUVENILE HALL & ADMIN)	2215 BLUE GUM AVE MODESTO, CA	81,106	Monthly	$145		$1,740
STAN COUNTY DAY REPORTING CENTER (DRC)	190 E. HACKETT ROAD, MODESTO, CA	13,224	Monthly	$80		$960
TRAILER A	2215 BLUE GUM AVE MODESTO, CA	1,800	Alternate Monthly		$42	$252
TRAILER B	2215 BLUE GUM AVE MODESTO, CA	1,800	Alternate Monthly		$42	$252
TRAILER C	2215 BLUE GUM AVE MODESTO, CA	1,400	Alternate Monthly		$42	$252
TRAINING A – MODULAR UNIT	2215 BLUE GUM AVE MODESTO, CA	2,160	Alternate Monthly		$45	$270
SHERIFF DEPARTMENT						
AG POULTRY BARN	250 E. HACKETT RD MODESTO, CA	2,025	Monthly	$360		$4,320
B.A.S.	424 E. HACKETT MODESTO, CA	1,200	Alternate Monthly		$62	$372
CORONER	921 OAKDALE RD MODESTO, CA	3,520	Alternate Monthly		$95	$570
COURT HOLDING (MEN'S)	1115 H ST MODESTO, CA	53,208	Twice a month	$120		$1,440

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IWF PROGRAM CLASS ROOM	450 E. HACKETT MODESTO, CA	1,200	Alternate Monthly		$50	$300
K9	200 E. HACKETT RD MODESTO, CA	2,160	Alternate Monthly		$71	$426
PUBLIC SAFETY	424 E. HACKETT MODESTO, CA	219,000	Weekly (Ground squirrels)	$182		$2,184
PUBLIC SAFETY CENTER	200 E. HACKETT RD MODESTO, CA	148,000	Monthly	$160		$1,920
PRESSURIZED EXHAUST RODENT CONTROL (PERC)	200 E. HACKETT RD MODESTO, CA	TBD	Monthly (Gopher Control)	$180		$2,160
PSC EAST	200 E. HACKETT RD MODESTO, CA	171,080	Monthly	$145		$1,740
PSC MINIMUM HOUSING	200 E. HACKETT RD MODESTO, CA	70,000	Alternate Monthly	$98		$1,176
PSC PROGRAMS TRAILER	200 E. HACKETT RD MODESTO, CA	1,800	Alternate Monthly		$75	$450
PSC SUPPORT SERVICES	200 E. HACKETT RD MODESTO, CA	47,580	Monthly	$160		$1,920
RAY SIMON CENTER (CLASSROOM)	3805 CORNUCOPIA MODESTO, CA	8,582	Alternate Monthly		$76	$456
RAY SIMON CENTER (GYM)	3805 CORNUCOPIA MODESTO, CA	11,873	Alternate Monthly		$76	$456
RAY SIMON CENTER (TRAILER)	3805 CORNUCOPIA MODESTO, CA	2,160	Alternate Monthly		$65	$390
REACT CENTER	194 E. HACKETT RD MODESTO, CA	57,268	Monthly	$138		$1,656
SHERIFF EQUESTRIAN	200 E. HACKETT RD MODESTO, CA	240	Alternate Monthly		$61	$366
SHERIFF'S FIELD & TRACK	3805 CORNUCOPIA MODESTO, CA	5 acres	Weekly (Gophers)	$182		$2,184
SHERIFF – IT DEPARTMENT (Modules)	250 E. HACKETT RD MODESTO, CA	6,000	Alternate Monthly		$74	$444
SHERIFF'S OPERATION CENTER (INCLUDES PROPERTY & EVIDENCE)	250 E. HACKETT RD MODESTO, CA	41,616	Alternate Monthly	$115		$1,380
UNIT 1 REC YARD (PERC)	200 E. HACKETT RD MODESTO, CA	20	Monthly	$115		$1,380

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EXHIBIT D
PEST CONTROL SERVICES

STANISLAUS COUNTY INTEGRATED PEST MANAGEMENT POLICY

[*Behind this Page* **]**

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

Stanislaus County Integrated Pest Management Policy

I. PREAMBLE

Stanislaus County (County) is committed to implementing an Integrated Pest Management (IPM) approach to guide the management of its facilities, landscaped areas, and rights-of-way. The IPM approach promotes the protection of the residents and visitors, as well as the local waterways, and utilizes a pest management strategy that promotes the long-term suppression of pest problems with minimum impact on non-target organisms and the environment as well as a reduction in use of pesticides. Least toxic pesticides are used only after an assessment indicates such a need, consistent with the provisions of this IPM Policy.

The adoption of this IPM Policy facilitates compliance with the Phase II Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit and the Basin Plan Amendment (BPA) for the Control of Pyrethroid Pesticide Discharges (Resolution R5-2017-0057).

II. APPROACH

For the purposes of its IPM policy, the County adopts the following University of California Statewide Integrated Pest Management[1] (UC-IPM) definition:

IPM is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

III. PURPOSE

It is the purpose and intent of this IPM Policy to:

a) Reduce reliance on and minimize the use of pesticides[2] as a part of County operations and on County property and rights-of-way that may adversely impact water quality; and

b) Outline how County departments are to perform pest management so that it is consistent with this IPM Policy.

IV. SCOPE

The IPM Policy governs County employees and contractors hired by County departments and persons acting under the authority of the County in the care and maintenance of County facilities, landscaped areas, and rights-of-way.

The term “pesticides” is a general term that includes herbicides, insecticides, fungicides, and rodenticides.

[1] https://www2.ipm.ucanr.edu/what-is-IPM/

[2] As defined in Section 12753 of Chapter 2 of Division 7 of the California Food and Agricultural Code.

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V. POLICY

It is the policy of the County that:

1. Departments performing pest management will conform with the County's IPM Policy.
2. The County's IPM approach will include the following:
   a) Educate and train County staff in the IPM program, practices, and policy.
   b) Require County staff and pesticide application contractors to implement the IPM Policy on all County facilities, landscaped areas, and rights-of-way and to maintain records on and report the types and amounts of pesticides used, as well as IPM methods considered and used to prevent and control pests.
   c) Reduce to the maximum extent practicable the use of pesticides.
   d) Consider taking a "no-action" approach in addressing certain pest control issues.
   e) Review and consider available non-chemical options before using a chemical pesticide.
   f) Identify pests and least toxic methods to control pests.
   g) Identify, evaluate, and minimize or eliminate conditions that encourage pest problems.
   h) Conduct careful and efficient inspection, monitoring, and assessment of pest problems by designated personnel or contractor knowledgeable of IPM methods.
   i) Maintain records on IPM methods considered and used to prevent and control pests.
   j) Comply with all applicable local, State of California (State), and federal regulations, including pesticide use and reporting.
   k) Conduct decision-making based on the best available science and data.
   l) Refer residents and pest control operators to the County's stormwater program and the Stanislaus County Department of Agricultural Weights and Measures for information on less toxic methods of pest control.
   m) Provide public access to the County's IPM Policy.
3. IPM Policy General Requirements
   a) Eliminate the use of Category I pesticides.
   b) Minimize the use of Category II, III, and IV pesticides.
   c) Eliminate the use of pesticides that are classified by government agencies as known carcinogens, reproductive toxicants (teratogens, mutagens), endocrine disruptors, carbamates, organophosphates, or ground water contaminants.
   d) Use pesticides only when necessary and select a pesticide that is both effective and least toxic.
   e) Designate playgrounds on County property as pesticide-free.
   f) Develop pest-specific plans to prevent or reduce the incidence of pest problems.
   g) Require County staff and pesticide application contractors to comply with the Phase II Permit requirements to reduce the amount of pesticides and herbicides used during municipal operations and activities by implementing the County's Landscape Maintenance & Design Program.

VI. IMPLEMENTATION

This IPM Policy shall be implemented by County departments and through an IPM Coordinator. Several areas important to the implementation of the IPM Policy are outlined below, including a description of the IPM Coordinator role.

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

a. IPM Coordinator

The County Facilities Manager is designated as the County's IPM Coordinator and is responsible for coordinating with the departments involved in pest management to ensure that the IPM Policy is implemented. The IPM Coordinator is assisted by the County's Stormwater Program Manager.

The primary responsibilities include the following:

1. Education and Training:
   a) Communicate the goals and requirements of the IPM Policy to County departments.
   b) Request and maintain information regarding the County's IPM trainings offered or attended.
   c) Provide information to County staff performing pest management as needed to ensure that the requisite IPM practices are implemented.
2. IPM Applications and Guidelines:
   a) Ensure County staff and pesticide application contractors are authorized as Pesticide Applicators and are complying with the County's IPM Policy.
3. Product Selection and Product Use Approval:
   a) Work with County staff performing pest management to develop a form for exemption requests.
   b) Ensure that no products on the prohibited use product list are applied unless the County approves an exemption request.
4. Notification of Pesticide Applications:
   a) Use a standardized design for a pesticide application notification sign that includes the date of application, the name and type of product used, the signal word, and a contact telephone number where the public may call for information about the proposed application on all school sites as required by the Healthy Schools Act.
5. Pesticide Application Contracts:
   a) Ensure that contracted pesticide applicators are appropriately trained and certified, implement IPM, and follow the County's pesticide and herbicide standard operating procedures.
6. Record Keeping:
   a) Work with County staff performing pest management to develop forms summarizing pesticide use.
   b) Provide direction regarding the pesticide application recordkeeping and reporting of the methods and pesticides used/applied on the County's facilities, landscaped areas, and rights-of-way.
   c) Review the pesticide application records (Pesticide Use Reports (PURs)) and follow-up reports to ensure that the activities are consistent with the IPM Policy.
   d) Provide information to the County's Stormwater Program Manager for the stormwater Annual Report or other required reporting, as needed.

Education and Training

Education and training of appointed personnel is critical to the success of the IPM Program. Key staff and contractors involved in pest management or application will be educated in IPM policies and procedures. Education may include classroom training, on-site training, or informal meetings and will typically be held once a year. IPM topics discussed may include, but not be limited to, pest control action thresholds; pest management decisions; pest monitoring and identification; prevention; control; and effectiveness evaluations.

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IPM Applications and Guidelines

Only persons specifically authorized by the IPM Coordinator as Pesticide Applicators will be permitted to bring or use pesticides on County property. Pesticide applicators must follow regulations and label precautions. Applicators will have training in IPM and must comply with the County's IPM Policy.

Product Selection and Product Use Approval

Except for pesticides granted an emergency exemption, the County will not use any products on the prohibited use product list below. If it is determined that an EPA registered pesticide must be used, then the least-toxic material will be chosen.

1. Prohibited Use Products: Pesticides used by the County shall not contain the following ingredients:
   a) Organophosphates, or organochlorines, or carbamates listed by the United States Environmental Protection Agency (Office of Pesticides Programs, Document 735-F-99-14, May 1999), or California Department of Pesticide Regulation Chemical Inquiries Database.
   b) Glyphosate or glyphosate containing products.
2. Banned Use Areas: Except in the case of an emergency, no pesticides will be applied on County playground properties.

Notification of Pesticide Applications

The County shall provide the public and its employees with notification of pesticide applications through the use of signs at all school sites as required by the Healthy Schools Act.

Pesticide Application Contracts

Where pesticide management and/or applications are provided by contractors, the County will contract with IPM-trained and/or IPM-certified pest control applicators. A clause will be included within the contract to ensure that pesticide applicators implement IPM and follow the County's pesticide and herbicide standard operating procedures.

As detailed in the County's pesticide and herbicide standard operating procedures, contractors are responsible for the filing of all required records and reports, including, but not limited to, Notice of Intent to Apply and PURs, as specified by all county, State, and federal agencies.

Record Keeping

The County shall maintain records of the IPM methods used and pesticide applications for a period consistent with the County's record retention policy. This information may also be reported within the County's stormwater Annual Reports or other required reporting. The information reported shall include the following:

1. All the information listed below will be documented on an official Pest Control recommendation form to be supplied by a Pest Control Adviser (PCA) annually prior to any pest control operation. The form will include:
   a) Name of the entity responsible.
   b) Specific site of the application.
   c) The target pest.
   d) The date the pesticide was used and re-entry period if applicable.
   e) Date of expiration of the PCA recommendation.
   f) Schedule, timing, and conditions.

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g) The name and active ingredient of the pesticide to be applied and EPA registration number.
h) The pesticide signal word.

2. The IPM Coordinator or PCA will prepare a follow-up record to include:
   a) Prevention and other non-chemical methods of control used.
   b) Chemical methods used.
   c) The effectiveness of the pesticide or management action.
   d) If application was undertaken in a pest control emergency, provide explanation of circumstances of the emergency.

VII. RECOMMENDED PEST CONTROL PRODUCTS

The County recommends that the pesticides purchased for use on County facilities, landscaping, or rights-of-way follow the guidelines of the IPM Policy such that they are the most effective and present the lowest risk to the environment. Pesticide application should only be used when needed and in combination with other approaches to ensure effective, long-term control.

Our Water, Our World (OWOW), a program that partners with cities and counties to promote less-toxic, eco-friendly pest solutions and products, has developed lists of less-toxic pesticides that are organized by:

- Brand,
- Pest, and
- Active ingredients.

The products lists are intended to capture less-toxic products that are compatible with IPM policies and can be found on the "Active Ingredients" page of the OWOW website: https://ourwaterourworld.org/pesticide-ingredients/.

Those purchasing pesticides on behalf of the County should consult these lists prior to selecting a pesticide for purchase. Contracted pesticide applicators should also be encouraged to utilize the lists when purchasing materials for application on County property.

VIII. PRACTICES

Pest control chemicals are stored in a secure building on the property of the County's Contracted Licensed Pest Control Company.

CHEMICAL APPLICATION PRACTICES	
User Qualifications	■ Chemical application and advice on pest management problems will be made by the IPM Coordinator or a licensed pest control company, particularly in the creation of customized IPM problems, which may require detailed knowledge of the biology and ecology of a particular species. ■ If pesticides are required, County staff will determine, or coordinate with a licensed pest control company to determine, the best product and application in accordance with the approval requirements. ■ Only trained personnel can prepare and use all chemicals.
Species Considerations	■ Time the treatment to coincide with the presence of the pest. ■ Use a selective chemical that has the least effect on non-target species and treat only the area affected.

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User Safety	■ Users must wear protective clothing appropriate to the pest chemical application used. ■ Ensure that anyone handling toxic chemicals never works alone and that the work area is well-ventilated. ■ Wear a respirator for outdoor spraying or dusting of organic phosphorus compounds. ■ Eating, drinking, and smoking must be prohibited when using or handling chemicals. ■ Users must be familiar with the chemicals they are likely to be using, the effects the chemicals may have on the body, and how the chemicals may enter the body. ■ Users must be aware of the signs and symptoms of acute poisoning related to chemicals they are using. They must stop work if they are feeling ill and seek medical advice.
Equipment	■ Equipment must be frequently checked and properly maintained, both for health and safety reasons and to minimize spray drift.
Weather/Time Restrictions	■ Spraying must not be carried out in unsuitable weather. Anyone operating sprayers must have access to a wind-speed meter, and only spray when the wind speed is negligible. ■ Spraying must not take place within 48 hours of a rain event. ■ Hours of work must be controlled so that building occupants are not exposed.

BASIC PLANT AND FUNGI CONTROL PRACTICES	
Maintenance	■ Keep the building grounds well-maintained. Clear plant debris, especially from fruit-bearing trees. ■ Maintenance personnel shall use mulch and other landscaping best practices, warding off weeds and other pests. ■ Keep vegetation trimmed at least 18 inches from the building.
Plantings	■ Maintain and plan landscape features to eliminate safe havens for pests. ■ Avoid monocultures by mixing plant species in planters and gardens.
Manual Controls	■ Landscaping shall be hand weeded and chemical control shall be kept to a minimum. This measure prevents human and environmental exposure to hazardous chemicals.
Chemical Controls	■ When chemical use is necessary, replace hazardous substances with least-toxic chemicals as defined by Our Water, Our World; 2020 San Francisco Reduced-Risk Pesticide List.

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Inspection Schedule and Location	■ Responsible parties will inspect the site at regular intervals to monitor and apply pest controls operations.

BASIC ANIMAL PEST CONTROL PRACTICES	
Site/Building Cleanliness	■ Keep garbage containers clean, free of odors, and covered. Sanitation measures reduce habitat and food sources for pests. ■ Keep areas around garbage containers free of spillage or garbage to prevent the collection of trash or debris on the ground around or underneath the containers. ■ Keep grounds free of high weeds, trash, old equipment, and debris, as these conditions create ideal harborage for rodents.
Structural Integrity	■ Maintain the building exterior in good condition with no holes or openings larger than ¼ inch including, but not limited to, windows, doors, fans, vents, etc. to keep pests from entering the building. ■ Address any deficiencies in the building exterior with corrective measures, i.e., cementing, screening, caulking, installing stripping on door bases, etc. ■ Maintain door sweeps on all applicable doors to produce a good seal to the ground.
Inspection Schedule and Location	■ Visual inspections shall be performed monthly to identify problem areas.

SPECIFIC ANIMAL CONTROL STRATEGIES	
Ants	■ Always keep food items in sealed containers or store them in the refrigerator or freezer. Clean surfaces and storage areas to remove crumbs and stains. Keep sinks and worktops clean and dry. ■ Prune branches close to the building or anything that might create a bridge for the ants to cross. ■ In areas where ants are present, wipe the areas down with soapy water to prevent the formation of major scent trails. If there already is an established trail, wipe backwards from the food source to the entrance of the trail. ■ Treat only areas that have active pest infestations. Temporary blockades can be made using chili powder, cinnamon, boric acid, or sticky substances such as petroleum jelly. ■ Baits are best put in the path of an ant trail and then removed after the ant activity stops. ■ Identify the ant species for most relevant measures.

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Aphids	■ Prune out infested leaves. ■ Knock off aphids by spraying with a strong stream of water. ■ Wait for hot weather; most aphids are gone by mid-June. ■ Release ladybugs on heavily infested plants. ■ Spray with insecticidal oil or soap (Safer soap).
Bed Bugs	■ Call professional pest management to inspect and treat for the presence of bed bugs indicted by the initial inspection.
Caterpillars	■ Obtain a correct identification of the caterpillar to prescribe the most appropriate form of control. ■ Bacterial insecticides derived from natural ingredients are available to control caterpillars.
Cockroaches	■ There are five main species of cockroaches and effective control depends on identifying them correctly. ■ All food handling areas should be cleaned frequently. ■ IPM measures for controlling cockroaches include effective hygiene and exclusion practices, sticky traps lined with pheromones, boric acid, and insect growth regulators.
Dust Mites	■ Fabrics, bedding, and carpets attract and generate dust and dust mites. To keep dust mites at bay, keep building well-ventilated and dry.
Scales (hard and soft)	■ Provide plant with proper irrigation. ■ Encourage natural enemies (ladybugs, lacewings).

SPECIFIC ANIMAL CONTROL STRATEGIES CONTINUED

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Flies	■ Collection of waste and residues should be carried out at least twice a week. ■ Keep refuse areas clean to avoid providing flies with breeding grounds. ■ Ensure bin lids fit tightly and the bins are cleaned regularly. ■ Use fine mesh window and door screens as a barrier against entry by any flying insect. ■ Ultra-violet (UV) fly killing equipment is very effective so long as it is situated correctly. In food preparation areas, UV equipment should only be used once all possible precautions have been taken to keep flying insects out. Position the UV equipment close to an entry point, at right angles to the nearest competing light source such as a window. In many catering establishments, poorly situated UV equipment poses a greater food hygiene hazard than lacking pest repellants altogether. This is because when placed next to the food preparation area, they draw flies to the food, which they are likely to contaminate before being killed. ■ Natural chemical treatments include pyrethrum extracted from the Chrysanthemum cineraria folium plant that can be used in kitchens and restaurants.
Mosquitoes	■ Find and eliminate their habitat. ■ Do not allow flowerpots, buckets, plastic sheeting, or other open containers outside to collect water. ■ Drain unused pools or fountains so that the water cannot become stagnant. ■ Drain or fill depressions, mud flats, and other areas that might hold water. ■ Repair leaking taps and air-conditioning units so that puddles cannot form and ensure that septic tanks and sewage systems are properly maintained and in good working order. ■ Avoid over-irrigating lawns and gardens, and keep weeds and grass well-clipped. ■ To prevent mosquitoes from coming indoors, fit fine-mesh screens to porches, doors, and windows.
Fabric/Clothing Moths	■ Fabrics should be washed and then put in bags and placed in a freezer. When taken out to thaw, shake the fabrics vigorously to remove dead larvae. ■ Clean the areas where fabrics have been stored with vinegar and water. ■ Store fabrics in cedar chests or closets. Place cedar chips or blocks or lavender sachets in drawers. ■ For acute moth problems, reusable traps can be baited with a controlled-release pheromone system to lure moths into the trap and disrupt their mating cycle. ■ Avoid mothballs and insect foggers.
Pantry Moths	■ Vacuum affected areas. ■ Scrub all surfaces with hot water and detergent, especially in corners and around the edges of removable shelves. White vinegar also works. ■ Food items and containers should be thoroughly cleaned with a detergent and water solution and wiped down with a vinegar rinse before being put back. Use air-tight containers made of hard plastic, glass, or metal and not plastic bags. ■ Kill any moths with a fly swatter or moth traps.

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	■ Peppermint gum, bay leaves, peppercorns, and cloves may also help deter pantry moths.

SPECIFIC ANIMAL CONTROL STRATEGIES CONTINUED	
Rodents	■ Rodent control should start with a survey to determine the source of the problem and the conditions that encourage the infestation. ■ Remove food sources. ■ Eliminate places of refuge. ■ Openings in building foundations and walls should be closed or screened with wire mesh that has holes not more than 1.25 cm (0.5 in) wide. Where pipes enter masonry, force heavy hardware cloth or steel wool into the opening, then fill it with concrete. ■ Continuous surveillance is necessary and places where rodents have been gnawing to gain entry to a building should be sealed with metal flashing. ■ Doors are particularly vulnerable to rodent entry so ensure that external doors and windows close tightly with no gaps at the bottom. ■ Materials stored in the open, in sheds or in building should be stacked at least 30 cm (1 ft.) above the ground. ■ Stringent waste disposal practices should be observed – secure all waste in closed containers and not just plastic bags. ■ Wash bins regularly. Make sure composting bins are designed to prevent rodents from entering. ■ Bait should be sticky to ensure that the mouse triggers the trap mechanism even if it only lightly touches the bait. Mice prefer peanut butter or chocolate. Bacon, oatmeal, or apples can also be used as bait. ■ An alternative to snap traps is a battery-operated trap that generates a high voltage once the rat or mouse is inside.
Slugs and Snails	■ There are various non-chemical solutions to eliminate slugs and snails, including putting salt or sharp shingle around vulnerable plants, drowning them in beer, or simply throwing them over a fence. Elemental copper bands also repel snails and slugs. Remove daytime hiding places (weeds, debris, etc.).
Wasps and Hornets	■ A simple trap can be made by putting beer or a solution of jam or honey and water in an open jar around the grounds. If this does not work, there are branded traps available containing specially formulated attractant baits.

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IX. DEFINITIONS FOR USE WITH THIS POLICY

1. "Basin Plan Amendment" or "BPA" means the regulatory requirements for the Control of Pyrethroid Pesticide Discharges that was adopted by the Central Valley Water Board on June 8, 2017, with the adoption of Resolution R5-2017-0057. The BPA established measurable pyrethroid concentration goals and an implementation program for the control of pyrethroid pesticides that are or could potentially impact aquatic life in the Sacramento and San Joaquin River watersheds.
2. "Contractor" means a person, firm, or corporation or other entity, including a governmental entity that enters into a contract with the County for pest management services.
3. "Integrated Pest Management" or "IPM" means an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.[3]
4. "IPM Coordinator" means the designated agent or employee experienced in IPM field and office work and is responsible for IPM program coordination for the County.
5. "IPM Policy"" means this Integrated Pest Management Policy.
6. "Pest" means any pest as defined in Section 12754.5 of Chapter 2 of Division 7 of the California Food and Agricultural Code. Pest includes any of the following that is or is liable to become, dangerous or detrimental to the public health or the agricultural or nonagricultural environment of the State:
   a) Any insect, predatory animal, rodent, nematode or weed;
   b) Any form of terrestrial, aquatic, or aerial plant or animal, virus, fungus, bacteria or other microorganism (except viruses, fungi, bacteria or other microorganisms on or in living man or other living animals);
   c) Anything that the Secretary of the California Department of Food and Agriculture or the Director of Pesticide Regulation for the California Department of Food and Agriculture by regulation declares to be a pest.
7. "Pest Control Adviser" or "PCA" means any person possessing a current pest control adviser license issued by the California Department of Pesticide Regulation. The PCA license is required for making pest control recommendations in the landscape setting.
8. "Pest Control Operator" or "PCO" means any person possessing a current pest control operator license issued by the California Department of Pesticide Regulation. The PCO license is required when performing structural pest control.
9. "Pest-Specific Plan" means a written plan addressing the management and control of a particular pest. Components of Pest-Specific Plans should include pest biology, impacts, pest thresholds, recommended treatments, monitoring frequency, cultural practices, and site modifications to prevent or reduce the incidence of pest problems.
10. "Pesticide" means pesticide as defined in Section 12753 of Chapter 2 of Division 7 of the California Food and Agricultural Code. Pesticide includes any of the following:
    a) Any substance or combination of substances which is intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling or mitigating any

[3] https://www2.ipm.ucanr.edu/what-is-IPM/

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pest which may infest or be detrimental to vegetation, man, animals or households or be present in any agricultural or nonagricultural environment whatsoever;

b) Any spray adjuvant.

11. "Pesticide Applicator"' means any person or company hired by a County Department who applies pesticides, as defined in this section, to property owned, leased or managed by the County.
12. "Phase II Permit" means the State Water Resources Control Board's Phase II Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004, Order No. 2013-0001, adopted February 5, 2013, and subsequent reissuances of this Order.
13. "Signal Word" means the toxicity category word on the pesticide label: Danger, Warning, Caution or None Required. See Toxicity Category I; II, III, IV product.
14. "Pesticide Use Report Form" or "PUR" means a document that records pesticide use or other treatment practices within and associated with County owned, managed, or leased structures.
15. "Toxicity Category I; II, III, IV product" means any pesticide, as defined in 40 Code of Federal Regulations Section 156.10, meeting the appropriate toxicity categories and bearing on the front label panel the signal word Danger, Warning, Caution or None Required.

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EXHIBIT E
PEST CONTROL SERVICES

CONTRACTOR CERTIFICATIONS

By execution of this Agreement, Contractor is making the Drug Free Workplace Certification and the Certification of Acknowledgement of Labor Code Requirements set forth below.

DRUG FREE WORKPLACE CERTIFICATION

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace;

(ii) Contractor's policy of maintaining a drug-free workplace;

(iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

4. Contractor is aware of the provisions of California Government Code §§8350, et seq. and the undersigned hereby certifies that Contractor will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

5. CERTIFICATION OF ACKNOWLEDGEMENT OF LABOR CODE REQUIREMENTS

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:
(1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;
(2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;

(3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;
(4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);
(5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;
(6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;
(7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;
(8) The requirement to list all subcontractors under Public Contracts Code Section 4104;
(9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;
(10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;
(11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;
(12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;
(13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
(14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.

Certification: by execution of this Agreement, Contractor acknowledges it has been informed and is aware of the foregoing requirements.

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EXHIBIT F
PEST CONTROL SERVICES

LABOR CODE, PREVAILING WAGES AND APPRENTICESHIP REQUIREMENTS

ARTICLE 1 – CONTRACTOR AND SUBCONTRACTOR REGISTRATION

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relations. Labor Code Section 1725.5(f) states: "This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work."

ARTICLE 2 – WORKING HOURS (Labor Code Section 1810-1815).

Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. (Labor Code Section 1810).

The time of service of any worker employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as provided for under Labor Code Section 1815. (Labor Code Section 1811).

Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement. (Labor Code Section 1813).

The contractor or subcontractor shall, as a penalty to the Owner, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement (Labor Code Section 1813).

Division of Labor Standards Enforcement. (Labor Code Section 1813).
Notwithstanding the provisions of Labor Code Sections 1810 to 1814, inclusive, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. (Labor Code Section 1815).

ARTICLE 3 – WORKERS' COMPENSATION (Labor Code Section 1860-1861).

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In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his or her employees. (Labor Code Section 1860).
By submission of a bid, the Contractor hereby certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." (Labor Code Section 1861).

ARTICLE 4 – DEBARRED CONTRACTORS AND SUBCONTRACTORS.

Debarred Contractors or Subcontractors. In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

ARTICLE 5 – PREVAILING WAGES.

This Project is subject to applicable prevailing wage requirements, including prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

"Public Works" Includes Preconstruction, Construction, Post-Construction Work. Under Labor Code 1720(a), "public works" includes all of the following: Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

This Project is subject to the requirements of Labor Code Section 1720 et seq., the terms of which are incorporated herein by this reference. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at http://www.dir.ca.gov/dlse/dlsePublicWorks.html or in the offices of the Owner and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. The successful Bidder shall post the applicable prevailing wage rates at the Site.

Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the

Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

Contractor shall forfeit, as a penalty to Owner, Two Hundred Dollars ($200.00) for each worker employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such worker is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813. Failure to so comply, including without limitation Labor Code Section 1776, shall constitute a default under this Contract.

Contractor and all Subcontractors shall keep accurate payroll records in accordance with Labor Code Section 1776. Such records shall be furnished to the Compliance Monitoring Unit each month, no later than the time Contractor submits each Application for Payment and within 10 days of any separate request by the Compliance Monitoring Unit. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. If the Compliance Monitoring Unit has provided for and requires the electronic submission of certified payroll reports in lieu of paper forms, Contractor shall comply with the electronic submission requirements. Contractor shall provide Owner with a concurrent hard copy of any electronic payroll report submission. If directed by the Labor Commissioner, Owner will withhold Contract payments when payroll records are delinquent or inadequate.

Contractor shall post all jobsite notices if and when prescribed by regulation. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code Section 1776.

Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.
Contractor or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code Section 1776(a). In the event that

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Contractor or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit $100.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this paragraph due to the failure of a Subcontractor to comply with this paragraph.
Contractor will be fully responsible for reporting to and providing all documentation and other information required by the Department of Industrial Relations, and for paying all resulting penalties, fines, and other amounts due on account of any prevailing wage or other labor, wage or hour violation.

Pursuant to 8 CCR 16451, Contractor shall post on the Project Site a Notice containing the following language:

> "This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.
>
> "The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).
>
> Local Office Telephone Number: _____ *[Contractor to Provide]*
> "Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.
>
> "Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.
>
> "For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

With each application for payment, Contractor shall deliver certified payrolls to Owner and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.

ARTICLE 6. APPRENTICES ON PUBLIC WORKS PROJECTS
Contractor and Contractor's subcontractor(s) shall be responsible for compliance with the provisions of law relating to employment of apprentices, including Labor Code Sections 1777.5,

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

1777.6, and 1777.7. Pursuant to Labor Code Section 1777.7, violations of Labor Code Section 1777.5 may result in forfeiture not to exceed One Hundred Dollars ($100.00) for each full calendar day of non-compliance. Information regarding apprenticeship standards, wage schedules, and other requirements may be obtained from the DIR or from the Division of Apprenticeship Standards of the DIR.

The requirements of Labor Code §1777.5 do not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).
California Labor Code §1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentice work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
B. When the number of apprentices in training in the area exceeds a ratio of one to five;
C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

If Contractor or any Subcontractor employs journeymen or apprentices in any apprenticeable craft to perform any of the Work under the Contract, they shall make apprenticeship training contributions, to the California Apprenticeship Council, in an amount determined by the Director of the Department of Industrial Relations, or as otherwise required by law.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF EXHIBIT

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

EXHIBIT G
PEST CONTROL SERVICES

FORM OF PURCHASE ORDER AND INSTRUCTIONS

The attached form of Purchase Order shall include the following:

1. Reference to "Contract # _____."
2. Scope of work and location.
3. A not to exceed amount for the PO.
4. The commencement date and the completion date.

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

SAMPLE Purchase Order XXXXXX

Type	Purchase Order
Order	
Revision	
Order Date	
Created By	
Revision Date	
Current Buyer	

Setup Business Group
1010 10th Street Suite 5400
Modesto, CA 95354
United States

Supplier:
Company Name
Address
Address
Address
Phone Number
Email Address

Ship To:

Bill To:GENERAL SERVICES AGENCY
ADMINSITRATION 209.525.7640
1010 10TH STREET SUITE 5400
MODESTO, CA 95354
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	628	30 NET	PREPAID	DESTINATION		COMMON CARRIER

Confirm To/Telephone	Requestor/Deliver To

Notes: The Purchase Order incorporates the terms and conditions set forth in the Master Contract#

Description of Work:

Location of Work:

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

Work shall commence upon execution of this PO and shall be complete within ____ days.

Contract expires on:_____

Applicable Hourly Rates:

Not to exceed Amount: _____

Setup Business Group SAMPLE Standard
Purchase Order XXXXXX

Line	Part Number/Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)

Ship To:
Use the ship-to address at the top of page 1

Deliver To:_____

Total $xx.xx (USD)

Attachment: Clark Pest Control of Stockton, Inc. Master Agreement (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Form (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Marco Raya Marco Raya (Jun 10, 2025 08:25 PDT)	Date 06/10/2025
Print Name: Marco Raya	
Title: Manager	
Company: Clark Pest Control	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Form (Countywide Master Agreements with Clark Pest Control of Stockton, Inc.)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Office of Emergency Services/Fire Warden BOARD AGENDA:5.B.14
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Approval of an Agreement with Locality Media, Inc. to Provide a Countywide Fire Records Management System in the Amount of $1,305,828 for a Term of July 1, 2025, Through June 30, 2030

STAFF RECOMMENDATION:

1. Approve the agreement with Locality Media, Inc., dba First Due, to provide a countywide fire records management system in the amount of $1,305,828 for the term of July 1, 2025, through June 30, 2030.
2. Authorize the General Services Agency Director/Purchasing Agent, or designee, to execute the agreement with Locality Media, Inc., dba First Due, to provide a countywide fire records management system in the amount of $1,305,828 for the term of July 1, 2025, through June 30, 2030.

DISCUSSION:

The Office of Emergency Services (OES) provides emergency management services, fire and rescue mutual aid, and coordinates and regulates local emergency services for the Stanislaus County Emergency Medical Services system.

The Department is seeking to enter into a five-year agreement with Locality Media, Inc., dba First Due, for the procurement and implementation of an all-in-one, cloud-based fire records management system (RMS). This contract will provide a comprehensive solution to replace the current Zoll FireRMS platform, which will no longer be supported after December 31, 2025. Additionally, the data format used by Zoll will no longer be accepted by the US Fire Administration as of January 1, 2026.

First Due offers a modern, hosted platform that integrates essential modules for fire operations, including occupancy management, incident reporting NFIRS (National Fire Incident Reporting System) and NERIS (National Emergency Response Information System), pre-incident planning, permitting, inspections, scheduling, personnel and training records, and asset management. The platform also includes a mobile responder application that will replace the current Phoenix G2 mobile application for many agencies, resulting in cost savings by eliminating the need for separate licensing fees.

The County has determined that First Due is the only viable solution due to its existing integration with the Stanislaus Regional 9-1-1 Computer Aided Dispatch (CAD) system. This existing interface and future bidirectional interface make First Due uniquely positioned to support operational and reporting needs without incurring significant

additional costs associated with developing a new CAD interface, estimated at over $200,000 if another vendor were selected.

Additionally, First Due is already in use by the City of Patterson Fire Department, offering a strategic opportunity to standardize RMS operations across all County fire agencies. This countywide implementation will enhance data sharing, improve situational awareness, and allow consistent regional reporting and analytics on fire service activities.

Locality Media, Inc. was selected through a non-competitive procurement process, as there would be no competitive advantage for the department to seek competitive bids. A non-competitive justification is on file with the County's General Services Agency (GSA), which outlines the functional, technical, and operational requirements met exclusively by First Due. No other vendor was identified that could meet the County's interoperability, system performance, and CAD integration requirements without prohibitive cost or significant disruption to ongoing operations.

The proposed agreement includes implementation services, online and onsite training, and a five-year subscription with annual payments. The first-year cost totals $290,050, with a not-to-exceed contract amount of $1,305,828 over five years.

Approval of this agreement will ensure the continuity of mission-critical RMS services for all fire agencies within the Less-than-Countywide Fire Tax service area of Stanislaus County. It will position the region on a unified, scalable platform for long-term operational efficiency and data management.

It is recommended to approve the five-year agreement with Locality Media for a countywide fire records management system.

POLICY ISSUE:

Contracts above $200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained through a department agenda item or the quarterly Contract Summary Sheet process managed by the General Services Agency. (Board Resolution 2024-0347; California Government Code §25502.5).

FISCAL IMPACT:

The recommendations in this report will approve an agreement with Locality Media, Inc., dba First Due, to provide a countywide fire records management system for the term of July 1, 2025, through June 30, 2030, in the amount of $1,305,828. Year one includes one-time implementation costs of $65,600 and an annual recurring cost of $224,450. The recurring cost will increase by 5% each subsequent year of the agreement, as outlined in the following table.

Fiscal Year	Recurring	One-Time	Total
2026	$ 224,450	$ 65,600	$ 290,050
2027	235,673		235,673
2028	247,456		247,456
2029	259,829		259,829
2030	272,820		272,820
Total	**$ 1,240,228**	**$ 65,600**	**$ 1,305,828**

The annual cost of the current system is $110,500. The new system represents an annual increase of $113,950. During the implementation phase, the current Zoll FireRMS will continue to be used to ensure uninterrupted service while the new system from Locality Media, Inc., dba First Due, is fully implemented and becomes operational. Full implementation is expected by the end of September 2025, at which point Zoll FireRMS will be phased out.

In addition to the current appropriations of $110,500 that will be reallocated to support this new contract, an additional $753,380 will be required over the next five years to fully fund the $1.3 million agreement with Locality Media, Inc., dba First Due. The remaining balance will be covered using available fund balance. The available fund balance as of July 1, 2024, is $1.3 million. The department is estimating that balance to grow to $2.1 million effective July 1, 2025.

The agreement is funded with Less-Than-Countywide Fire Tax (LTCW) funds. The Regional Fire Authority (RFA), on an annual basis, approves a business plan that advises the Board of Supervisors on how to spend the LTCW funds. The Regional Fire Authority (RFA) has approved the replacement of the current Zoll FireRMS platform and related components. The implementation of the new all-in-one, cloud-based Fire Records Management System (RMS) will result in an increase in appropriations of $198,099 in Budget Year 2026, which will cover the difference in license costs, one-time implementation costs, and the continuation of Zoll FireRMS during the implementation. A request to add the needed appropriations will be included with the 2026 Adopted Budget in the County Fire Service Fund budget.

There is no impact on the County General Fund associated with the recommendations included in this report.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board of Supervisors' priority of *Supporting a Strong and Safe Community* by enhancing emergency response, improving access to real-time data, and streamlining fire prevention efforts. It enables first responders to make faster, safer decisions and supports proactive risk reduction through better inspections and analytics.

STAFFING IMPACT:

The existing Fire Warden and Emergency Services staff will oversee the agreement and support the program.

CONTACT PERSON:

Erik Klevmyr, Fire Warden/Director of Office of Emergency Services	(209) 552-3600
Chad Braner, EMS Director	(209) 552-3600

ATTACHMENT(S):

1. Agreement
2. Levine Act Disclosure Statement

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Agreement for Services

This Agreement for Services (this "Agreement") dated as of **July 1, 2025** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Stanislaus County Office of Emergency Services** located at **3705 Oakdale Rd, Modesto, CA 95357** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.

2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.

3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

Attachment: Agreement (First Due Contract FY26)

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4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").

5. This Agreement will be effective for an initial term of **60 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement may be renewed for successive terms of **12 months** each (a "Renewal Term"), upon at least 60 days' written notice by the Customer. The Agreement is subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.

6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.

7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income).

8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.

9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law.

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and

Attachment: Agreement (First Due Contract FY26)

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in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. RESERVED.

12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	**Vendor's Initial Response will be provided within:**	**Vendor's Temporary Resolution will be provided within:**	**Vendor's Final Resolution will be provided within:**
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action")

Attachment: Agreement (First Due Contract FY26)

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brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.

16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.

17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

18. To the fullest extent permitted by law, Locality Media shall defend, indemnify, and hold harmless the Customer and its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by Locality Media or Locality Media's officers, employees, agents, representatives, or subcontractors, including, without limitation, those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. To the fullest extent permitted by law, the Customer shall defend, indemnify, and hold harmless the Locality Media and its officers, employees, agents, representatives, or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or willful misconduct of the Customer and its officers or employees.

19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.

20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.

23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

Attachment: Agreement (First Due Contract FY26)

Zoho Sign Document ID: 2AB7F2F4-XXFC2FUSTY93BLUKB7H7PB7LNTTAB0ZNEROWK2J1LHM

a. **Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____

b. **Tax Exempt** _____ (Yes/No)
If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

By: Toby Ritt
(Signature)

Name: Toby Ritt

Title: VP Sales

Date: Jun 11 2025 19:13 EDT

Stanislaus County Office of Emergency Services

By: Erik Klevmyr
(Signature)

Name: Erik Klevmyr

Title: Fire Warden / Director of Emergency Servic

Date: _____

COUNTY OF STANISLAUS

By:_____
Andrew Johnson
GSA Director / Purchasing Agent

"County"

APPROVED: BOS Resolution #_____

APPROVED AS TO FORM
Robert J. Taro, County Counsel
Robert J. Taro
By:_____

Assistant County Counsel

Attachment: Agreement (First Due Contract FY26)

Zoho Sign Document ID: 2AB7F2F4-XXFC2FUSTY93BLUKB7H7PB7LNTTAB0ZNEROWK2J1LHM

Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: https://www.firstdue.com/

Exhibit A - Quote
Prepared By: Nicholas Dunigan
Valid Until: September 30, 2025
Quote Number: 1545132000085819528

BILL TO:
Erik Klevmyr
Stanislaus County Office of Emergency Services
3705 Oakdale Rd
Modesto, CA 95357

Account: Stanislaus County Office of Emergency
Subscription Start: July 1, 2025
Initial Term: 60 months
Annual Subscription: $224,450.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	$ 16,150.00
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	$ 15,700.00
Command Comprehensive Incident Command Module with digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated Incident log.	$ 25,000.00
Hydrant Management – Advanced Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting.	$ 8,000.00
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	$ 7,000.00
Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.	$ 7,000.00
Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	$ 5,000.00
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	$ 23,750.00
Incident Reporting – ePCR ePCR Incident Documentation, State Compliance with automated submission. *Please note that ePCR is included for Stanislaus Consolidated only	$ 7,000.00
AI Enhanced Documentation: ePCR AI powered transcription and documentation solution to assist with completing EMS patient care reports. *Please note that ePCR is included for Stanislaus Consolidated only	$ 1,000.00
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	$ 28,350.00
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	$ 6,000.00
Basic Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.	$ 15,200.00

Attachment: Agreement (First Due Contract FY26)

Zoho Sign Document ID: 2AB7F2F4-XXFC2FUSTY93BLUKB7H7PB7LNTTAB0ZNEROWK2J1LHM

Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.	$ 6,100.00
Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	$ 26,200.00
Medications Tracking Track all medications, including DEA Scheduled Medications. Tracking a medication's lifecycle (receipt, usage, waste or removal) by expiration date, lot number or serial number. Ensure compliance with internal and external signatures, as well as advanced role security and authentication.	$ 2,000.00
Central Square Enterprise/TriTech CAD Integration Bi-Directional CAD integration to support First Due Responder and Incident Reporting modules	$ 25,000.00
Essentials Online Training Package Up to 45 Hours Online Training with certified First Due Instructor	$ 9,600.00
Premium Onsite Training Package Up to 5 Day Onsite Training with 2 certified First Due Instructor. Includes end user training and custom training curriculum.	$ 20,000.00
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	$ 36,000.00
One-Time Fees Subtotal	$ 65,600.00
Subscription Fees Subtotal	$ 224,450.00
Total Year 1	**$ 290,050.00**
Total Year 2	**$ 235,672.50**
Total Year 3	**$ 247,456.13**
Total Year 4	**$ 259,828.94**
Total Year 5	**$ 272,820.39**
Grand 60-Month Total	**$ 1,305,827.96**
	**Excluding Tax*

Statement of Work
Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions
The above-listed Total Year 1 will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 30 days
For electronic ACH payment: Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

Attachment: Agreement (First Due Contract FY26)

Zoho Sign Document ID: 2AB7F2F4-XXFC2FUSTY93BLUKB7H7PB7LNTTAB0ZNEROWK2J1LHM

Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: https://www.firstdue.com/

Statement of Work
For Quote Number: 1545132000085819528

Statement of Work | Stanislaus County Office of Emergency

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Stanislaus County Office of Emergency** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Included Agencies

Below is the list of Agencies that will be implemented and granted access to the First Due Platform. Any agencies and modules missing from this table will be assumed to be out of scope:

Agency Name	Occupancy Management & Pre-incident Planning	Responder	Command	Hydrant Management - Advanced	Inspections	Invoicing	Permitting	Incident Reporting - NFIRS	Incident Reporting - ePCR	AI Enhanced Documentation: ePCR	Scheduling	Personnel Management	Basic Training Records	Events & Activities	Assets & Inventory	Medications Tracking	CAD Integration
Burbank-Paradise Fire District	X	X	X	X				X			X	X	X	X	X		X
Denair Fire Protection District	X	X	X	X				X			X	X	X	X	X		X
Hughson Fire Protection District	X	X	X	X				X			X	X	X	X	X		X
Keyes Fire Protection District	X	X	X	X				X			X	X	X	X	X		X
Mountain View Fire Department	X	X	X	X				X			X	X	X	X	X		X
Newman Fire Department	X	X	X	X				X			X	X	X	X	X		X
Patterson Fire Department	X	X	X	X				X			X	X	X	X	X		X
Stanislaus Consolidated Fire Protection District	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Turlock Rural Fire Protection District	X	X	X	X				X			X	X	X	X	X		X
Westport Fire Protection District	X	X	X	X				X			X	X	X	X	X		X
West Stanislaus Fire	X	X	X	X				X			X	X	X	X	X		X
Woodland Avenue Fire Protection District	X	X	X	X				X			X	X	X	X	X		X
Office of the Fire Warden	X	X	X	X	X	X	X	X			X	X	X	X	X		X

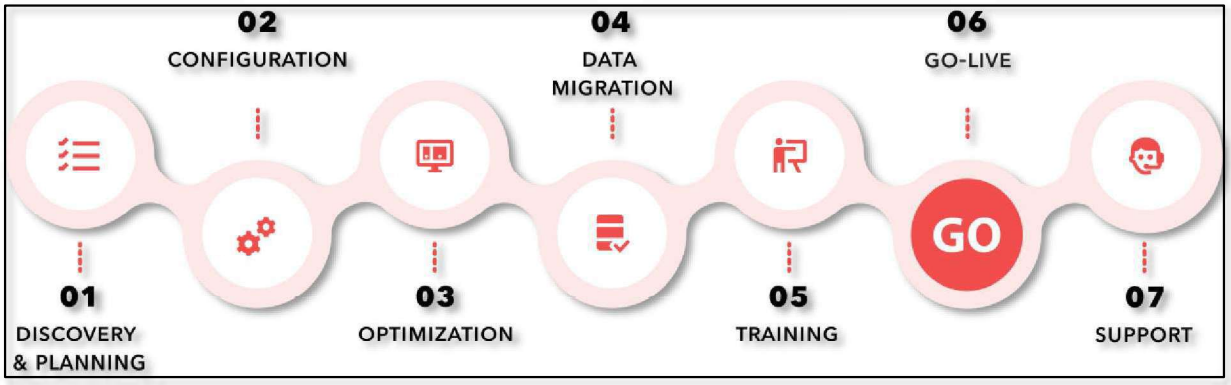
Attachment: Agreement (First Due Contract FY26)

Zoho Sign Document ID: 2AB7F2F4-XXFC2FUSTY93BLUKB7H7PB7LNTTAB0ZNEROWK2J1LHM

3. Implementation

3.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



3.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.

- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.

- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

Attachment: Agreement (First Due Contract FY26)

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3.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

Attachment: Agreement (First Due Contract FY26)

Zoho Sign Document ID: 2AB7F2F4-XXFC2FUSTY93BLUKB7H7PB7LNTTAB0ZNEROWK2J1LHM

2.3.5 **Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 **Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 **Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

4. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

5. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

Attachment: Agreement (First Due Contract FY26)

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6. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

7. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

8. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

8.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online**: https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support
- **Email**: support@firstdue.com
- **Phone**: (516) 874-5818

8.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our online Support Center. Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

8.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

9. Assumptions

9.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

Attachment: Agreement (First Due Contract FY26)

Zoho Sign Document ID: 2AB7F2F4-XXFC2FUSTY93BLUKB7H7PB7LNTTAB0ZNEROWK2J1LHM

9.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

9.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

9.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Attachment: Agreement (First Due Contract FY26)

Zoho Sign Document ID: 2AB7F2F4-LZMDGGBD4ZKGZRBBCNKRAAT7TR01XYEBE09PKI4Y9CU

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Statement (First Due Contract FY26)

Zoho Sign Document ID: 2AB7F2F4-LZMDGGBD4ZKGZRBBCNKRAAT7TR01XYEBE09PKI4Y9CU

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Toby Ritt	Date Jun 09 2025 20:43 EDT
Print Name: Toby Ritt	
Title: VP Sales	
Company: Locality Media, Ind. dba First Due	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Statement (First Due Contract FY26)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Office of Emergency Services/Fire Warden BOARD AGENDA:5.B.15
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Approval of an Agreement with FirstWatch Solutions, Inc., to Provide Data Monitoring and Syndromic Surveillance Software in the Amount of $311,450 for a Term of July 1, 2025 Through June 30, 2030

STAFF RECOMMENDATION:

1. Approve the agreement with FirstWatch Solutions, Inc., to provide data monitoring and syndromic surveillance software in the amount of $311,450 for the term of July 1, 2025, through June 30, 2030.
2. Authorize the General Services Agency Director/Purchasing Agent, or designee, to execute the agreement with FirstWatch Solutions, Inc., to provide data monitoring and syndromic surveillance software in the amount of $311,450 for the term of July 1, 2025, through June 30, 2030.

DISCUSSION:

The Office of Emergency Services (OES) provides emergency management services, fire and rescue mutual aid, and coordinates and regulates local emergency services for the Stanislaus County Emergency Medical Services system.

The Emergency Medical Services (EMS) Agency Division of OES is responsible for coordinating and regulating local emergency services for the county EMS system. EMS ensures that all advanced life support (ALS) responders are properly licensed and certified to give the highest quality care to those in Stanislaus County. The division works in prevention and quality assurance to review cases, develop appropriate policies, and implement continuous quality improvements to the emergency response system. Additionally, EMS manages the Stanislaus County EMS System Enhancement Fund, which is funded with non-compliance penalties paid by 911 system ambulances. The funds are used to enhance Stanislaus County's 911 EMS system. Public EMS agencies can request funding assistance to improve the EMS system. The policy permits requests for training, supplies, and equipment. The EMS Director, or the Chief of Emergency Services, and the County Public Health Officer review the request to allocate system enhancement funds.

FirstWatch Solutions, Inc. (FirstWatch) was implemented in 2012 to provide real-time response data, monitoring and management of EMS operations, syndromic surveillance, and system situational awareness in the Stanislaus County Operational Area. The system interfaces with the Valley Regional Emergency Communications

Center (VRECC) and Stanislaus Regional 911 (SR911) Dispatch Center to provide the Local EMS Agency (LEMSA) with valuable and essential data for evaluating the 911 Emergency Medical Services System.

On February 1, 2022 (Board Resolution 2022-0056), the Board of Supervisors approved the establishment of a single-county emergency medical services agency. As part of Stanislaus County's transition to a single-county LEMSA, the Board authorized the Fire Warden to amend or assign existing contracts, including a contract with FirstWatch, to ensure continuity of essential services. FirstWatch plays a critical role in EMS system oversight by aggregating and analyzing data from multiple sources in near real-time, providing valuable insights to EMS and dispatch teams. The current agreement with FirstWatch terminated on June 30, 2025. FirstWatch has been approved as a sole source through GSA-Purchasing, and Information Technology Central (ITC) supports the agreement. To maintain services, it is recommended that the new agreement, effective July 1, 2025, through June 30, 2030, for a total contract maximum of $311,450, be approved.

POLICY ISSUE:

Contracts above $200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained through a department agenda item or the quarterly Contract Summary Sheet process managed by the General Services Agency. (Board Resolution 2024-0347; California Government Code §25502.5).

FISCAL IMPACT:

The recommended actions if adopted result in approval of an agreement with FirstWatch Solutions, Inc., in the amount of $311,450 for the term of July 1, 2025, through June 30, 2030. The contract will be funded with System Enhancement Funds fund balance. This program has a fund balance of $3,692,952 as of July 1, 2024, with a planned use of $206,140 in Fiscal Year 2025. Appropriations for this contract were included in the 2026 Proposed Budget. Appropriations for future years will be addressed through subsequent budget cycles. No budget adjustment is necessary upon the approval of the recommendations in this report and approval does not result in any impact on the County General Fund.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board of Supervisors' priority of *Supporting a Healthy Community* by enabling access to medically necessary services.

STAFFING IMPACT:

Existing EMS staff will use FirstWatch Solutions to monitor the EMS System and the contract. There are no additional staffing impacts associated with the recommendations in this report.

CONTACT PERSON:

Erik Klevmyr, Fire Warden/Director of Office of Emergency Services	(209) 552-3600
Chad Braner, EMS Director	(209) 552-3600

ATTACHMENT(S):

1. Agreement
2. Levine Act Disclosure Statement

FIRSTWATCH SOLUTIONS, INC.
SYSTEM MAINTENANCE AGREEMENT

This System Maintenance Agreement ("Agreement") is made and entered into as of July 1, 2025, (the "Effective Date") by FirstWatch Solutions, Inc., ("FirstWatch") and the undersigned client ("Client").

BACKGROUND

FirstWatch and Client, formerly referred to as Stanislaus County Fire, have entered into a Software License Agreement (the "Agreement") dated March 19, 2020, in which FirstWatch provides data monitoring, syndromic surveillance software and other services (the "FirstWatch System") as noted in the accompanying invoice attached as Exhibit B; and

Client wishes to continue the maintenance services ("Maintenance Services") currently being performed by FirstWatch on the FirstWatch System operated by Client on the terms contained in this Agreement.

AGREEMENT

In exchange for the mutual promises contained in this Agreement and other good and valuable consideration, Client and FirstWatch agree to the following:

1. *Services to be Provided by FirstWatch*. FirstWatch shall perform the maintenance services and upgrades described in this Section 1 and more fully set forth on Exhibit A.

1.1. *Server Hosting*. Subject to the terms set forth in this Agreement, FirstWatch queries and exports or otherwise receives data from Client, or Client-affiliated organization(s), and securely aggregates that data into the FirstWatch Data Center(s)' database(s). FirstWatch implements and maintains a data monitoring system, and monitors records for user-defined criteria, and sends automatic notifications that such criteria have been met. FirstWatch also maintains an Internet site for FirstWatch Clients and Client-authorized subscribers to enable authorized online viewing of Client's records, criteria, notifications, etc., all collectively known as "Triggers".

1.2. *Software Bug Fixes, Upgrades and Enhancements.* During the Term of this Agreement, FirstWatch will maintain and, in some cases, enhance the FirstWatch infrastructure and software feature set that comprises section 1.1 of this Agreement. Maintenance will include both software bug fixes and system upgrades as they become available. Additionally, from time-to-time, FirstWatch may offer Client access to optional enhancements and/or add-ons at additional cost, not covered by Fees associated this Agreement. Further, while FirstWatch will make every reasonable effort to assist Client with troubleshooting, Maintenance Services do not cover repairs, re-installations, re-configuration, or other work relating to Client's third-party software, hardware, networking, etc., or resulting from failures or errors of such components. Also, Maintenance Services will not cover other changes by non-FirstWatch personnel or processes, which result in problems providing the Maintenance Services. Examples include, but are not limited to, changes in the underlying data structure, data feed, code files, client networking or security changes, data entry procedures, etc.

1.3. *Training and Technical Support*. FirstWatch will provide training for Client personnel and make available training materials to persons whom Client identified as authorized users in accordance with the standards set forth on Exhibit A. FirstWatch may at any time amend Exhibit A to reflect changes in its business model or service offerings without notice to Client, provided, however, that the Services provided to Client shall be substantially similar or superior to those offered on the Effective Date of this Agreement.

2. *Term*. This Agreement shall commence on 07/01/2025 and shall terminate on 06/30/2030.

3. *Renewal*. [intentionally omitted].

4. *Payment Terms*. On or before the Effective Date, Client will pay to FirstWatch an annual maintenance fee as set forth on the invoice that accompanies this Agreement, attached as Exhibit B. The total compensation payable to FirstWatch under this Agreement shall not exceed $311,450.17 without prior written approval of Client.

5. *FirstWatch Intellectual Property Rights*. Client will not modify, enhance or create derivative works, decompile, disassemble, or reverse engineer any software provided by FirstWatch in connection with the operation of the FirstWatch System (the "Software"). Except

Attachment: Agreement (FirstWatch Solutions, Inc.)

for the right to utilize the FirstWatch System in the agreed manner, FirstWatch reserves and retains all rights in the FirstWatch System and the Software. Client agrees to implement software protection measures reasonably designed to prevent the unauthorized use and copying of the Software.

6. *Limited Warranty*. FirstWatch warrants that during the Term of this Agreement, FirstWatch will provide all Services in a workmanlike manner in accordance with this Agreement and general industry standards. This warranty applies only if the Software and the FirstWatch System is used in accordance with FirstWatch operating procedures in effect from time to time. FirstWatch does not warrant that the functions contained in the FirstWatch System, or the Software will meet Client's specific needs, industry requirements, be error-free, or operate without interruption. THESE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. *Limitation of Liability*. Neither party shall be liable for indirect, incidental, consequential, special, punitive or exemplary damages, or for lost profits or business interruption losses, under any theory of strict liability, contract, tort or otherwise, in connection with the FirstWatch System or the Maintenance Services, regardless of whether it has been made aware of their possibility. In no event shall either party be liable to the other for any amount in excess of the amounts paid by Client to FirstWatch pursuant to this Maintenance Agreement.

8. *Termination.* Either party may terminate this Agreement if there is a material breach by the other party that is not cured within thirty (30) days after receipt of written notice of such breach; this contract may also be terminated upon written notice by mutual consent of both parties. Client may terminate this contract without cause by giving not less than thirty (30) day' notice. Upon termination of this Agreement, Client shall discontinue use of the FirstWatch System and the Software and return to FirstWatch or, at FirstWatch's option, certify in writing, the destruction of all Software, documentation and FirstWatch training materials.

9. *Confidentiality*. FirstWatch and Client may have access to information that the other considers to be confidential, private, or a trade secret. This information may include, but is not limited to, patient or other data, the Software, technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, business systems results of testing, financial information, and third-party information ("Confidential Information"). Each party shall use the others' Confidential Information only to perform its obligations under, and for the purposes of, this Agreement. Neither party shall use the Confidential Information of the other for the benefit of a third party. Each party shall maintain the Confidentiality of all Confidential Information in the same manner in which it protects its own information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Confidential Information. Upon termination of the Agreement, or upon a party's request, each party shall return to the other all Confidential Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.

10. *Miscellaneous*.

10.1 *Independent Contractors*. The parties and their respective personnel are and will be independent contractors and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

10.2 *Waiver*. No waiver of any provision hereof or of any right or remedy hereunder will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder will constitute a waiver of any other right or remedy, or future exercise thereof.

10.3 *Severability*. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement will remain enforceable.

10.4 *Notice*. All notices will be in writing and will be deemed to be delivered when received by certified mail, postage prepaid, return receipt

requested, or when sent by facsimile or e-mail confirmed by call back. All notices will be directed to the Authorized Representatives of the parties at the respective addresses as either party may, from time to time, designate by notice to the other party.

10.5 *Amendment*. No amendment, change, waiver or discharge hereof will be valid unless in writing and signed by both parties.

10.6 *Assignment*. Neither party shall assign any of its rights or obligations under this Agreement whether voluntarily or by operation of law without the written consent of the other party, provided however, that either party will have the right to assign its obligations hereunder without consent to any acquiror by merger, sale of substantially all of a party's assets, or majority of its stock or otherwise.

10.7 *Entire Agreement*. This Agreement, together with Exhibit A and Exhibit B, which is hereby incorporated in this Agreement by reference, represents the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous proposals, communications and understandings, oral or written. If there is a conflict between the terms of this Agreement and the specifications set forth on an Exhibit to this Agreement, then the terms of the Exhibit will govern.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement with the intention of being bound effective as of the Effective Date.

FirstWatch Solutions, Inc
2035 Corte del Nogal, Suite 101
Carlsbad, CA 92011

By: _____

Name: Todd Stout

Title: President

Date: 05/12/2025

Stanislaus County
Office of Emergency Services
3705 Oakdale Road
Modesto CA 95357

By: Erik Klevmyr
Erik Klevmyr (Jun 5, 2025 16:51 PDT)

Name: Erik Klevmyr

Title: Fire Warden / Director of Emergency Services

Date: _____

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By:_____
Andrew Johnson
GSA Director / Purchasing Agent

APPROVED: BOS Resolution #_____

APPROVED AS TO FORM
Robert J. Taro, County Counsel

By: Robert J. Taro 05/14/2025

Assistant County Counsel

Attachment: Agreement (FirstWatch Solutions, Inc.)

Exhibit A
FirstWatch® Maintenance Services

FirstWatch may, at any time, amend this document to reflect changes in its business model or service offerings without notice to Client, provided, however, that the Services provided to Client following an amendment shall be substantially similar or superior to those offered by FirstWatch.

Software and data center maintenance and support is included as part of Client's annual maintenance fees.

Support and Maintenance Services include:

- Normal Business Hour Support
- 24/7 Urgent Technical Support
- FirstWatch Thin-Client Support
- FirstWatch Automated System Health Monitoring
- FirstWatch Software Updates and Fixes
- FirstWatch Selected Software and System Enhancements
- Guidance and Support in Configuring Triggers

FirstWatch Responsibilities

Normal Business Hours Support
FirstWatch provides normal business hour support for non-critical matters such as configuration consultation, general questions/comments to report possible system problems and enhancement requests.

Normal Business Hours:
Mon-Fri, 9:00 am – 5:00 pm (Pacific Time), excluding holidays. FirstWatch will make every effort to respond to all requests within one (1) business day or sooner.

24/7 Urgent Technical Support
24/7 technical support for urgent matters such as inability to access FirstWatch subscriber site or other urgent technical issues that may prevent normal use of the FirstWatch System – excluding issues within the Client's scope of responsibility. On-call technical support is not intended to be used for routine maintenance or changes to the FirstWatch System, unless the change is of an emergent nature.

FirstWatch will make every effort to respond to urgent technical support inquiries within two (2) hours or less.

FirstWatch will provide contact information and methods for requesting support.

FirstWatch Automated System Health Monitoring
FirstWatch includes several processes that monitor the Client's local FirstWatch System health related to data sources, network connectivity and status of Internet connection. This automated process logs system processes and notifies the on-call technician of potential system trouble.

Attachment: Agreement (FirstWatch Solutions, Inc.)

FirstWatch Software Updates and Fixes
Includes all software updates to the FirstWatch modules purchased by the Client as long as maintenance for these modules is current and paid. In most cases updates are applied remotely and do not require any action by Client.

FirstWatch Selected Software and System Enhancement
Selected software and system enhancements may be implemented and offered to Client as add-ons to Client's FirstWatch System. Future additional software and system modules will be offered to Client at a discounted rate.

Advanced Notification of Downtime
In the event that the FirstWatch System or the Client's local FirstWatch System needs to be taken off-line for support, upgrades or maintenance, reasonable efforts will be made to notify the Client of the downtime in advance. Every effort will be made to provide Client with 24 hours advanced notice.

Client Responsibilities

FirstWatch Thin-Client
Client is responsible for maintaining the FirstWatch Thin-Client hardware & non-FirstWatch software, including operating system updates/patches, antivirus systems, firewalls, network and internet connectivity to FirstWatch technical specifications. Although FirstWatch will be happy to provide reasonable telephone or email technological advice on support and configuration matters, it is the Client's responsibility to maintain the functional platform for FirstWatch.

Remote Access
The FirstWatch preferred method of remote connectivity is via WebEx Access Anywhere. This functionality is provided to Client at no additional cost. Alternative methods of connectivity, such as Cisco VPN, Windows VPN or PCAnywhere can be considered, however Client may be responsible for associated costs relating to licensing, training and configuration of these methods. At least five (5) FirstWatch Support Technicians or Engineers will need access, and may need Client-provided software licenses, authentication devices (smart cards, etc) user accounts or other related items/processes.
If Client chooses not to grant FirstWatch 24/7 remote connectivity, they do so with the understanding this may delay FirstWatch from providing support and maintenance service until access is granted. Similarly, remote access methods other than detailed above may have the effect of delaying support and maintenance.

Client Technical Support Procedure
FirstWatch requests each Client provide contact information and desired procedures to follow when on-site support is needed. FirstWatch will use this information when a technical issue arises that cannot be resolved remotely either due to loss of connectivity to the FirstWatch Thin-Client or other unexpected problem. FirstWatch may not be able to adequately support the FirstWatch Thin-Client until on-site support personnel are available.

It is preferred that Client establishes internal support policies and have on-site personnel who can readily access the FirstWatch Thin-Client, test Internet connectivity and assist with basic troubleshooting of OS, networking, database systems and knowledge of authentication/security processes for each system.

Attachment: Agreement (FirstWatch Solutions, Inc.)

Client is also requested to identify individuals, including contact information for those individuals who are designated to request changes to system triggers, alerting matrix and other system information.

Advanced Notification of Client's Downtime, Data Source Changes, etc.
Client will notify FirstWatch of scheduled and unscheduled changes or downtime for the FirstWatch-monitored data source(s), network or Thin-Client hardware or software, or connectivity changes, as well as upgrades, maintenance or other changes which might affect the FirstWatch System.

Trigger Guidance & Training

Guidance and Support in Configuring and Triggers
FirstWatch will offer guidance and support to Clients in the configuration of their triggers, implementation of system and overall usage of FirstWatch. This guidance includes general best practices, sharing of processes and procedures of other FirstWatch Clients with the goal of assisting Client to achieve maximum benefit from their FirstWatch System.

Trigger Definition, Re-definition, & Refinement
FirstWatch will work with Client to make complete "wholesale" changes to each Trigger up to 2 times per year, and as many minor refinements to existing triggers as the Client reasonably requires per year. (Note: FirstWatch is working to develop & provide user-oriented, online tools to allow Client to define, re-define and/or refine triggers themselves, without FirstWatch involvement. Once such tools are available, FirstWatch may reduce the number of minor refinements that will be made at no additional charge by FirstWatch on Client's behalf.)

Access to FirstWatch Documentation & Training Materials
FirstWatch will provide Client access to electronic versions of all available training materials pertinent to FirstWatch features available to Client as part of their initial Agreement and/or Maintenance Agreement.

Access to FirstWatch-Provided Online Group User-Training
FirstWatch will provide Client access to occasional (typically 2-4 per year) online multi-Client training sessions pertinent to Client's FirstWatch features.

Additional Training Available
If Client has purchased, or does purchase, additional general or Client-specific training, it will be separately scheduled at a time that is mutually acceptable to Client and FirstWatch and will typically be provided online with standard FirstWatch materials, and customized to meet Client needs via interactive and online training.

Attachment: Agreement (FirstWatch Solutions, Inc.)

Exhibit B
Client's FirstWatch Annual Support & Maintenance Fees

[remainder of this page intentionally left blank]

Attachment: Agreement (FirstWatch Solutions, Inc.)

Exhibit B

2035 Corte Del Nogal, Suite 101
Carlsbad, CA 92011
Phone: 760-943-9123
Fax: 760-268-0922
Email: Accounting@firstwatch.net

FEIN: 050544884

ASM 2025 - 2030

Customer Information

Organization:	Stanislaus County (OES)	Date:	4/14/2025
Attn:		Other Info:	
Address:	3705 Oakdale Road	Terms:	2025-2026
	Modesto, CA 95357		
	209-232-9676		

Item	Description	Unit Price	QTY	Item Total
	FirstWatch - Annual Support and Maintenance			
	Current Products **Terms: 07/01/2025 - 06/30/2026**			
CAD	DS1 - Tiburon DispatchNow CAD (SR911)	$ 4,862.30	1	$4,862.30
CAD	DS2 - TriTech CAD (VRECC) Sites: AMR, Oak Valley, Patterson, ProTransport, Westside	$ 14,247.71	1	$ 14,247.71
ProQA	DS3 - ProQA (VRECC) Sites: AMR, Oak Valley, Patterson, ProTransport, Westside	$ 1,382.65	1	$ 1,382.65
ePCR	DS4 - ImageTrend ePCR Sites: AMR, Modesto Fire, Stanislaus Fire	$ 2,985.67	1	$ 2,985.67
ePCR	DS5 - emsCharts Hosted ePCR Sites: Patterson Ambulance & Fire	$ 5,792.35	1	$ 5,792.35
ePCR	DS6 - ImageTrend ePCR Site: Oak Valley	$ 5,792.35	1	$ 5,792.35
Triggers	Triggers - Included Standard (20)	$ -	20	$0.00
Reports	Reports - Covid PowerBI Dashboard (freebie)	$ -	1	$0.00
Reports	Reports - Non Emergency IFT (8 dvlp hrs)	$ 48.51	8	$388.08
Reports	Reports - Super Report (70 dvlp hrs)	$ 48.51	70	$3,395.70
Reports	Reports - APOT (Based on 10 dvlp. hrs.)	$ 51.46	10	$514.64
OCU	OCU (Base) Site: AMR	$ 7,240.43	1	$7,240.43
OCU	OCU Add-on (1 of 3) Site: Oak Valley	$ 969.86	1	$969.86
OCU	OCU Add-on (2 of 3) Site: Patterson Ambulance	$ 969.86	1	$969.86
OCU	OCU Add-on (3 of 3) Site: Westside	$ 969.86	1	$969.86
Module	Module - New Hospital Transport Status Dashboard	$ 808.50	1	$808.50
Module	HTSD Pubtoken Synch: 02/11/2026 - 06/30/2026	$ 105.84	1	$105.84
	Not Live			
Triggers	Triggers - Additional (20)	$ 200.00	20	$ 4,000.00
Module	Module - Performance Plus (1 of 3)	$ 550.00	1	$ 550.00
Module	Module - Performance Plus (2 of 3)	$ 550.00	1	$ 550.00
Module	Module - Performance Plus (3 of 3)	$ 550.00	1	$ 550.00
Reports	Reports - Live Workload	$ 550.00	1	$ 550.00
Reports	Historical data add-on to the LIVE Workload Report	$ 220.00	1	$ 220.00
			Total Year 1: 2025-2026	**$56,845.80**

Payment Terms & Information

Please make checks payable to: **FirstWatch**
Payment due within 30 days of original invoice date.
Late payments may be subject to additional charges.

If you have any questions about this invoice, please contact FirstWatch immediately.

Thank You!

Attachment: Agreement (FirstWatch Solutions, Inc.)

2035 Corte Del Nogal, Suite 101
Carlsbad, CA 92011
Phone: 760-943-9123
Fax: 760-268-0922
Email: Accounting@firstwatch.net

FEIN: 050544884

ASM 2025 - 2030

Customer Information

Organization: Stanislaus County Fire (OES)
Attn:
Address: 3705 Oakdale Road
Modesto, CA 95357
209-232-9676

Date: 4/14/2025
Other Info:
Terms: 2026-2027

Item	Description	Unit Price	QTY	Item Total
	FirstWatch - Annual Support and Maintenance			
	Current Products **Terms: 07/01/2026 - 06/30/2027**			
CAD	DS1 - Tiburon DispatchNow CAD (SR911)	$ 5,105.41	1	$5,105.41
CAD	DS2 - TriTech CAD (VRECC) Sites: AMR, Oak Valley, Patterson, ProTransport, Westside	$ 14,960.10	1	$ 14,960.10
ProQA	DS3 - ProQA (VRECC) Sites: AMR, Oak Valley, Patterson, ProTransport, Westside	$ 1,451.78	1	$ 1,451.78
ePCR	DS4 - ImageTrend ePCR Sites: AMR, Modesto Fire, Stanislaus Fire	$ 3,134.95	1	$ 3,134.95
ePCR	DS5 - emsCharts Hosted ePCR Sites: Patterson Ambulance & Fire	$ 6,081.97	1	$ 6,081.97
ePCR	DS6 - ImageTrend ePCR Site: Oak Valley	$ 6,081.97	1	$ 6,081.97
Triggers	Triggers - Included Standard (20)	$ -	20	$0.00
Reports	Reports - Covid PowerBI Dashboard (freebie)	$ -	1	$0.00
Reports	Reports - Non Emergency IFT (8 dvlp hrs)	$ 50.94	8	$407.52
Reports	Reports - Super Report (70 dvlp hrs)	$ 50.94	70	$3,565.80
Reports	Reports - APOT (Based on 10 dvlp. hrs.)	$ 54.03	10	$540.30
OCU	OCU (Base) Site: AMR	$ 7,602.46	1	$7,602.46
OCU	OCU Add-on (1 of 3) Site: Oak Valley	$ 1,018.35	1	$1,018.35
OCU	OCU Add-on (2 of 3) Site: Patterson Ambulance	$ 1,018.35	1	$1,018.35
OCU	OCU Add-on (3 of 3) Site: Westside	$ 1,018.35	1	$1,018.35
Module	Module - New Hospital Transport Status Dashboard	$ 848.93	1	$848.93
Module	HTSD Pubtoken	$ 277.20	1	$277.20
	Not Live			
Triggers	Triggers - Additional (20)	$ 200.00	20	$ 4,000.00
Module	Module - Performance Plus (1 of 3)	$ 550.00	1	$ 550.00
Module	Module - Performance Plus (2 of 3)	$ 550.00	1	$ 550.00
Module	Module - Performance Plus (3 of 3)	$ 550.00	1	$ 550.00
Reports	Reports - Live Workload	$ 550.00	1	$ 550.00
Reports	Historical data add-on to the LIVE Workload Report	$ 220.00	1	$ 220.00
			Total Year 2: 2026-2027	**$59,533.44**

Payment Terms & Information

Please make checks payable to: **FirstWatch**
Payment due within 30 days of original invoice date.
Late payments may be subject to additional charges.

If you have any questions about this invoice, please contact FirstWatch immediately.

Thank You!

Attachment: Agreement (FirstWatch Solutions, Inc.)

2035 Corte Del Nogal, Suite 101
Carlsbad, CA 92011
Phone: 760-943-9123
Fax: 760-268-0922
Email: Accounting@firstwatch.net

FEIN: 050544884

ASM 2025 - 2030

Customer Information

Organization: Stanislaus County Fire (OES)
Attn:
Address: 3705 Oakdale Road
Modesto, CA 95357
209-232-9676

Date: 4/14/2025
Other Info:
Terms: 2027-2028

Item	Description	Unit Price	QTY	Item Total
	FirstWatch - Annual Support and Maintenance			
	Current Products **Terms: 07/01/2027 - 06/30/2028**			
CAD	DS1 - Tiburon DispatchNow CAD (SR911)	$ 5,360.68	1	$5,360.68
CAD	DS2 - TriTech CAD (VRECC) Sites: AMR, Oak Valley, Patterson, ProTransport, Westside	$ 15,708.10	1	$ 15,708.10
ProQA	DS3 - ProQA (VRECC) Sites: AMR, Oak Valley, Patterson, ProTransport, Westside	$ 1,524.37	1	$ 1,524.37
ePCR	DS4 - ImageTrend ePCR Sites: AMR, Modesto Fire, Stanislaus Fire	$ 3,291.70	1	$ 3,291.70
ePCR	DS5 - emsCharts Hosted ePCR Sites: Patterson Ambulance & Fire	$ 6,386.06	1	$ 6,386.06
ePCR	DS6 - ImageTrend ePCR Site: Oak Valley	$ 6,386.06	1	$ 6,386.06
Triggers	Triggers - Included Standard (20)	$ -	20	$0.00
Reports	Reports - Covid PowerBI Dashboard (freebie)	$ -	1	$0.00
Reports	Reports - Non Emergency IFT (8 dvlp hrs)	$ 53.48	8	$427.84
Reports	Reports - Super Report (70 dvlp hrs)	$ 53.48	70	$3,743.60
Reports	Reports - APOT (Based on 10 dvlp. hrs.)	$ 56.74	10	$567.40
OCU	OCU (Base) Site: AMR	$ 7,982.58	1	$7,982.58
OCU	OCU Add-on (1 of 3) Site: Oak Valley	$ 1,069.27	1	$1,069.27
OCU	OCU Add-on (2 of 3) Site: Patterson Ambulance	$ 1,069.27	1	$1,069.27
OCU	OCU Add-on (3 of 3) Site: Westside	$ 1,069.27	1	$1,069.27
Module	Module - New Hospital Transport Status Dashboard	$ 891.37	1	$891.37
Module	HTSD Pubtoken	$ 291.06	1	$291.06
	Not Live			
Triggers	Triggers - Additional (20)	$ 200.00	20	$ 4,000.00
Module	Module - Performance Plus (1 of 3)	$ 550.00	1	$ 550.00
Module	Module - Performance Plus (2 of 3)	$ 550.00	1	$ 550.00
Module	Module - Performance Plus (3 of 3)	$ 550.00	1	$ 550.00
Reports	Reports - Live Workload	$ 550.00	1	$ 550.00
Reports	Historical data add-on to the LIVE Workload Report	$ 220.00	1	$ 220.00
			Total Year 3: 2027-2028	**$62,188.63**

Payment Terms & Information

Please make checks payable to: **FirstWatch**
Payment due within 30 days of original invoice date.
Late payments may be subject to additional charges.

If you have any questions about this invoice, please contact FirstWatch immediately.

Thank You!

Attachment: Agreement (FirstWatch Solutions, Inc.)

2035 Corte Del Nogal, Suite 101
Carlsbad, CA 92011
Phone: 760-943-9123
Fax: 760-268-0922
Email: Accounting@firstwatch.net

FEIN: 050544884

ASM 2025 - 2030

Customer Information

Organization: Stanislaus County Fire (OES)
Attn:
Address: 3705 Oakdale Road
Modesto, CA 95357
209-232-9676

Date: 4/14/2025
Other Info:
Terms: 2028-2029

Item	Description	Unit Price	QTY	Item Total
	FirstWatch - Annual Support and Maintenance			
	Current Products **Terms: 07/01/2028 - 06/30/2029**			
CAD	DS1 - Tiburon DispatchNow CAD (SR911)	$ 5,628.72	1	$5,628.72
CAD	DS2 - TriTech CAD (VRECC) Sites: AMR, Oak Valley, Patterson, ProTransport, Westside	$ 16,493.51	1	$ 16,493.51
ProQA	DS3 - ProQA (VRECC) Sites: AMR, Oak Valley, Patterson, ProTransport, Westside	$ 1,600.59	1	$ 1,600.59
ePCR	DS4 - ImageTrend ePCR Sites: AMR, Modesto Fire, Stanislaus Fire	$ 3,456.28	1	$ 3,456.28
ePCR	DS5 - emsCharts Hosted ePCR Sites: Patterson Ambulance & Fire	$ 6,705.37	1	$ 6,705.37
ePCR	DS6 - ImageTrend ePCR Site: Oak Valley	$ 6,705.37	1	$ 6,705.37
Triggers	Triggers - Included Standard (20)	$ -	20	$0.00
Reports	Reports - Covid PowerBI Dashboard (freebie)	$ -	1	$0.00
Reports	Reports - Non Emergency IFT (8 dvlp hrs)	$ 56.16	8	$449.28
Reports	Reports - Super Report (70 dvlp hrs)	$ 56.16	70	$3,931.20
Reports	Reports - APOT (Based on 10 dvlp. hrs.)	$ 59.57	10	$595.70
OCU	OCU (Base) Site: AMR	$ 8,381.71	1	$8,381.71
OCU	OCU Add-on (1 of 3) Site: Oak Valley	$ 1,122.73	1	$1,122.73
OCU	OCU Add-on (2 of 3) Site: Patterson Ambulance	$ 1,122.73	1	$1,122.73
OCU	OCU Add-on (3 of 3) Site: Westside	$ 1,122.73	1	$1,122.73
Module	Module - New Hospital Transport Status Dashboard	$ 935.94	1	$935.94
Module	HTSD Pubtoken	$ 305.61	1	$305.61
	Not Live			
Triggers	Triggers - Additional (20)	$ 200.00	20	$ 4,000.00
Module	Module - Performance Plus (1 of 3)	$ 550.00	1	$ 550.00
Module	Module - Performance Plus (2 of 3)	$ 550.00	1	$ 550.00
Module	Module - Performance Plus (3 of 3)	$ 550.00	1	$ 550.00
Reports	Reports - Live Workload	$ 550.00	1	$ 550.00
Reports	Historical data add-on to the LIVE Workload Report	$ 220.00	1	$ 220.00
			Total Year 4: 2028-2029	**$64,977.47**

Payment Terms & Information

Please make checks payable to: **FirstWatch**
Payment due within 30 days of original invoice date.
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If you have any questions about this invoice, please contact FirstWatch immediately.

Thank You!

Attachment: Agreement (FirstWatch Solutions, Inc.)

2035 Corte Del Nogal, Suite 101
Carlsbad, CA 92011
Phone: 760-943-9123
Fax: 760-268-0922
Email: Accounting@firstwatch.net

FEIN: 050544884

ASM 2025 - 2030

Customer Information

Organization:	Stanislaus County Fire (OES)	Date:	4/14/2025
Attn:		Other Info:	
Address:	3705 Oakdale Road	Terms:	2029-2030
	Modesto, CA 95357		
	209-232-9676		

Item	Description	Unit Price	QTY	Item Total
	FirstWatch - Annual Support and Maintenance			
	Current Products **Terms: 07/01/2029 - 06/30/2030**			
CAD	DS1 - Tiburon DispatchNow CAD (SR911)	$ 5,910.15	1	$5,910.15
CAD	DS2 - TriTech CAD (VRECC) Sites: AMR, Oak Valley, Patterson, ProTransport, Westside	$ 17,318.19	1	$ 17,318.19
ProQA	DS3 - ProQA (VRECC) Sites: AMR, Oak Valley, Patterson, ProTransport, Westside	$ 1,680.62	1	$ 1,680.62
ePCR	DS4 - ImageTrend ePCR Sites: AMR, Modesto Fire, Stanislaus Fire	$ 3,629.10	1	$ 3,629.10
ePCR	DS5 - emsCharts Hosted ePCR Sites: Patterson Ambulance & Fire	$ 7,040.63	1	$ 7,040.63
ePCR	DS6 - ImageTrend ePCR Site: Oak Valley	$ 7,040.63	1	$ 7,040.63
Triggers	Triggers - Included Standard (20)	$ -	20	$0.00
Reports	Reports - Covid PowerBI Dashboard (freebie)	$ -	1	$0.00
Reports	Reports - Non Emergency IFT (8 dvlp hrs)	$ 58.96	8	$471.68
Reports	Reports - Super Report (70 dvlp hrs)	$ 58.96	70	$4,127.20
Reports	Reports - APOT (Based on 10 dvlp. hrs.)	$ 62.56	10	$625.60
OCU	OCU (Base) Site: AMR	$ 8,800.79	1	$8,800.79
OCU	OCU Add-on (1 of 3) Site: Oak Valley	$ 1,178.87	1	$1,178.87
OCU	OCU Add-on (2 of 3) Site: Patterson Ambulance	$ 1,178.87	1	$1,178.87
OCU	OCU Add-on (3 of 3) Site: Westside	$ 1,178.87	1	$1,178.87
Module	Module - New Hospital Transport Status Dashboard	$ 982.74	1	$982.74
Module	HTSD Pubtoken	$ 320.89	1	$320.89
	Not Live			
Triggers	Triggers - Additional (20)	$ 200.00	20	$ 4,000.00
Module	Module - Performance Plus (1 of 3)	$ 550.00	1	$ 550.00
Module	Module - Performance Plus (2 of 3)	$ 550.00	1	$ 550.00
Module	Module - Performance Plus (3 of 3)	$ 550.00	1	$ 550.00
Reports	Reports - Live Workload	$ 550.00	1	$ 550.00
Reports	Historical data add-on to the LIVE Workload Report	$ 220.00	1	$ 220.00
			Total Year 5: 2029-2030	**$67,904.83**
			GRAND TOTAL (5) Years 2025 - 2030:	**$311,450.17**

Payment Terms & Information

Please make checks payable to: **FirstWatch**
Payment due within 30 days of original invoice date.
Late payments may be subject to additional charges.

If you have any questions about this invoice, please contact FirstWatch immediately.

Thank You!

Attachment: Agreement (FirstWatch Solutions, Inc.)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Statement (FirstWatch Solutions, Inc.)

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 	Date 06/10/25
Print Name: Todd Stout	
Title: President	
Company: FirstWatch Solutions, Inc.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Statement (FirstWatch Solutions, Inc.)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Office of Emergency Services/Fire Warden BOARD AGENDA:5.B.16
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Approval of an Agreement with ImageTrend to Provide Data Repository Packages and License Management System in the Amount of $657,191 for a Term of July 1, 2025 Through June 30, 2030

STAFF RECOMMENDATION:

1. Approve the agreement with ImageTrend to provide data repository packages and license management system in the amount of $657,191 for a term of July 1, 2025, through June 30, 2030.
2. Authorize the General Services Agency Director/Purchasing Agent, or designee, to execute the agreement with ImageTrend to provide data repository packages and license management system in the amount of $657,191 for the term of July 1, 2025, through June 30, 2030.

DISCUSSION:

The Office of Emergency Services (OES) provides emergency management services, fire and rescue mutual aid, and coordinates and regulates local emergency services for the Stanislaus County Emergency Medical Services system.

The Emergency Medical Services (EMS) Agency Division of OES is responsible for coordinating and regulating local emergency services for the county EMS system. EMS ensures that all advanced life support (ALS) responders are properly licensed and certified to give the highest quality care to those in Stanislaus County. The division works in prevention and quality assurance to review cases, develop appropriate policies, and implement continuous quality improvements to the emergency response system. Additionally, EMS manages the Stanislaus County EMS System Enhancement Fund, which is funded with non-compliance penalties paid by 911 system ambulances. The funds are used to enhance Stanislaus County's 911 EMS system. Public EMS agencies can request funding assistance to improve the EMS system. The policy permits requests for training, supplies, and equipment. The EMS Director, or the Chief of Emergency Services, and the County Public Health Officer review the request to allocate system enhancement funds.

Health and Safety Code 1797 and California Code of Regulations (CCR) Title 22, Division 9 require a Local Emergency Medical Services Agency (LEMSA) to create an annual EMS plan, Quality Improvement Plan, Trauma Plan, STEMI Plan, and Stroke Plan. The CCR also requires data submissions that meet the requirements set by the

State EMS Authority. The data required is gathered by the LEMSA and utilized in the role and responsibility of monitoring and providing oversight to the hospital specialty centers' quality improvement program, and the EMS system in Stanislaus County. This process is outlined as a requirement within the CCR of each LEMSA that has established a STEMI, Stroke, or Trauma Specialty care system.

On May 24, 2022 (Board Resolution 2022-0252), the Board of Supervisors authorized the department to implement the ImageTrend system to support the LEMSA in developing reports necessary for monitoring and oversight of EMS operations. The current agreement with ImageTrend expired on June 30, 2025.

To maintain services, it is recommended to renew the agreement with ImageTrend for $657,191, with a term from July 1, 2025, through June 30, 2030. ImageTrend has been approved as a sole source through GSA-Purchasing, and the Department has obtained approval from Information Technology Central (ITC).

POLICY ISSUE:

Contracts above $200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained through a department agenda item or the quarterly Contract Summary Sheet Process managed by the General Services Agency. (Board Resolution 2024-0347; California Government Code §25502.5).

FISCAL IMPACT:

The recommended actions approve an agreement with ImageTrend in the amount of $657,191 for the term of July 1, 2025, through June 30, 2030. The contract will be funded using System Enhancement Funds fund balance, which had a balance of $3,692,952 as of July 1, 2024, with a planned use of $206,140 in Fiscal Year 2025. Appropriations for this contract were included in the 2026 Proposed Budget. Appropriations for future years will be addressed through subsequent budget cycles. No budget adjustment is necessary due to the approval of the recommendations in this report.

There is no impact on the County General Fund.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board of Supervisors' priority of *Supporting a Strong and Safe Community* by ensuring that continuous emergency medical services are provided to the community while also supporting the development of a more locally focused and internally leveraged structure.

STAFFING IMPACT:

Existing Office of Emergency Services staff will oversee the agreement and support the program. There are no additional staffing impacts associated with the recommendations in this report.

CONTACT PERSON:

Erik Klevmyr, Fire Warden/Director of Office of Emergency Services (209) 552-3600
Chad Braner, EMS Director (209) 552-3600

ATTACHMENT(S):

1. Agreement
2. Levine Act Disclosure Statement

ImageTrend

1305 Corporate Center Drive, Suite 500, Eagan, MN 551?1
Phone: (952) 469-1589 | Toll Free: (888) 469-7?

RENEWAL ORDER FORM

Prepared For:	Bill To:
Stanislaus County (CA) Stanislaus County Office of Emergency Services 3705 Oakdale Road Modesto, CA 95357 chavila@stanoes.com	Stanislaus County (CA) 3705 Oakdale Rd, Modesto, California, United States, 95357

Salesperson	Quote Number	Order Form Date
Nihar Nana Customer Success Manager	Q-12953v1	May 5, 2025

Contract Effective Date	Subscription Term (Months)
July 1, 2025	60

Recurring Fees

Description	Qty	Year 1	Year 2	Year 3	Year 4	Year 5	5 Tear Total
Trauma Registry Category - SaaS	1	$13,781.25	$14,470.31	$15,193.83	$15,953.52	$16,751.19	**$76,150.09**
Elite™ EMS - SaaS	1	$49,503.83	$51,979.02	$54,577.97	$57,306.87	$60,172.21	**$273,539.90**
License Management SaaS	1	$50,400.00	$52,920.00	$55,566.00	$58,344.30	$61,261.52	**$278,491.82**
Payment Gateway	1	$5,250.00	$5,512.50	$5,788.13	$6,077.53	$6,381.41	**$29,009.56**
Visual Informatics™ EMS Cube	1	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Investigations	1	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Total		**$118,935.08**	**$124,881.83**	**$131,125.92**	**$137,682.22**	**$144,566.33**	**$657,191.38**

Attachment: Agreement (ImageTrend Contract FY 2026)

ImageTrend

1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-77

This Order Form is subject to the terms of the Master Subscription Agreement located at http://www.imagetrend.com/legal/msa unless there is a separate agreement between Stanislaus County (CA) and ImageTrend.
This proposal is valid for 90 days from the date listed above.

Additional Terms:

- Recurring fees will be invoiced annually in advance, beginning on the Effective Date, unless Customer provides notice of cancellation in accordance with the MSA, no less than sixty (60) days prior to the end of a Subscription Term.
- Payments are due 30 days after receipt of an invoice.
- Recurring fees are subject to price increases and will not exceed 5% of the then-current price in any given year.
- Any terms not defined herein shall have the same meaning as defined in the Master Subscription Agreement.
- The Subscription Term for any Services added by Customer after the beginning of the then-current Subscription Term will be coterminous with the then-current Subscription Term for existing Services.

ImageTrend	
Name	Jon Sachs
Title	Chief Financial Officer
Signature	Jon Sachs Jon Sachs (Jun 13, 2025 11:57 MDT)
Date	06/13/2025

Stanislaus County (CA)	
Name	Erik Klevmyr
Title	Fire Warden / Director of Emergency Service
Signature	Erik Klevmyr
Date	

Attachment: Agreement (ImageTrend Contract FY 2026)

ImageTrend

Master Subscription Agreement

This Master Subscription Agreement (the "MSA") is between the Customer listed in the signature block below ("Customer") and ImageTrend, LLC ("ImageTrend"), a Minnesota entity. (each, a "Party" and together, the "Parties.")

The purpose of this Agreement is to establish the terms and conditions under which Customer may purchase ImageTrend's Services and Professional Services as described in an Order Form, Statement of Work or other document signed or agreed to by the Parties.

In the event of any inconsistency or conflict between the terms of the MSA and the terms of any Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control.

SECTION 1. ACCESS TO THE SERVICES

1.1 Service. ImageTrend will make the Services and Customer Data available pursuant to this Agreement and the applicable Order Form(s) in accordance with Customer's Service Plan. ImageTrend will use commercially reasonable efforts to make the Services available pursuant to the Service Level Agreement which is located at https://www.imagetrend.com/legal/sla.

1.2 Support. ImageTrend will, at no additional charge, provide Customer standard customer support for the Services as detailed on the Site at https://www.imagetrend.com/support/.

1.3 Implementation Services. ImageTrend may provide Implementation Services subject to the terms and conditions stated in a Project Plan. Any education or training hours expire one year from the date of execution of such Order Form.

1.4 Professional Services. ImageTrend may provide Professional Services, including education or training, subject to the terms and conditions stated in a Project Plan or Statement of Work. Any education or training hours expire one year from the date of execution of such Statement of Work.

1.5 Updates. Customer acknowledges that ImageTrend may update the features and functionality of the Services during the Subscription Term. Customer will be notified prior to upgrade or maintenance releases. ImageTrend will not materially decrease the overall functionality of the Services purchased by Customer during the Subscription Term. ImageTrend shall provide Customer with thirty (30) days' advance notice of any deprecation of any material feature or functionality.

SECTION 2. USE OF THE SERVICES

2.1 Compliance. Customer is responsible for compliance with the provisions of this Agreement for any and all activities that occur under an Account. Without limiting the foregoing, Customer will ensure that its use of the Services is compliant with all applicable laws and regulations as well as any and all privacy notices, agreements or other obligations Customer may maintain or enter into.

Attachment: Agreement (ImageTrend Contract FY 2026)

2.2 System Requirements. Customer is responsible for procuring and maintaining the network connections that connect Customer's network to the Services including, but not limited to, browser software that supports protocols used by ImageTrend, including the Transport Layer Security (TLS) protocol or other protocols accepted by ImageTrend. ImageTrend assumes no responsibility for the reliability or performance of any connections as described in this Section.

2.3 No Competitive Access. Customer may not access the Services for competitive purposes or if Customer is a competitor of ImageTrend, LLC.

2.4 Product Specific Terms. The provision and use of certain Services are subject to ImageTrend's Product Specific Terms located at https://www.imagetrend.com/legal/productspecificterms.

SECTION 3. TERM, CANCELLATION AND TERMINATION

3.1 Term. The term of this Master Subscription Agreement begins on the date this MSA is fully executed (the "Effective Date") and will remain in effect until Customer no longer has a valid Order Form or Statement of Work in effect, or until this MSA is terminated in accordance with the terms hereof, whichever occurs first. The Subscription Term will be defined in each individual Order Form. Unless a subscription to a Service is terminated in accordance with this MSA or the applicable Order Form, or unless otherwise stated in the applicable Order Form, Customer's subscription to a Service will automatically renew for a one-year Subscription Term at the end of each prior Subscription Term.

3.2 Cancellation. Either Party may elect to terminate an Account and subscription to a Service at the end of the then-current Subscription Term by providing notice to revenueoperations@ImageTrend.com no less than sixty (60) days prior to the end of such Subscription Term.

3.3 Termination for Cause. A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach by the other Party if such breach remains materially uncured after thirty (30) days from the date of receipt of such notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

ImageTrend will refund any prepaid fees covering the remainder of the Subscription Term as of the effective date of termination if this Agreement is terminated by Customer in accordance with this Section 3.3 for ImageTrend's uncured material breach.

Customer must pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Service Order if ImageTrend terminates this Agreement for Customer's material breach in accordance with this Section. In no event will ImageTrend's termination for cause relieve Customer of its obligation to pay any fees payable to ImageTrend for the period prior to termination.

3.4 Non-appropriation. In the event Customer does not receive sufficient funds from the legislature that appropriates its budget, Customer will provide ImageTrend with written notice of such non-appropriation. In such event, the Agreement and any applicable Order Forms and Statements of Work will be terminated at the end of the then-existing Term. ImageTrend will be entitled to payment for Services and any Implementation Services or Professional Services provided through the date of notification or a date determined by such legislature, whichever is later.

Attachment: Agreement (ImageTrend Contract FY 2026)

3.5 Export of Customer Data upon termination or expiration. Upon Customer's written request, ninety (90) days after the effective date of termination or expiration, ImageTrend will make Customer Data available to Customer. Thereafter, ImageTrend will delete Customer Data in accordance with NIST 800-88 standards, unless prohibited by law or legal order. For clarity, Customer Data that has been de-identified pursuant to section 6.5 or Aggregate Data Insights derived from Aggregate Data pursuant to section 6.6 shall not be subject to such deletion.

SECTION 4. USAGE AUDIT AND PLAN MODIFICATIONS

4.1 Usage Audit. Once per year, ImageTrend will conduct an audit of Customer's use of the Services. In the event such audit shows increased usage beyond what is listed in the Order Form, ImageTrend will provide 30 days' notice of an increase in fees related to such increased usage.

4.2 Payment Portals. If Customer mandates that ImageTrend use a vendor payment portal or compliance portal that charges ImageTrend a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, Customer will be invoiced by ImageTrend for, and Customer is obligated to pay, the cost of this fee.

4.3 Taxes. Unless otherwise stated, ImageTrend's Subscription Charges do not include any Taxes. Customer is responsible for paying Taxes assessed in connection with the subscription to the Services except those assessable against the ImageTrend Group measured by its net income. ImageTrend will invoice the Customer for such Taxes if ImageTrend believes it has a legal obligation to do so and Customer agrees to pay such Taxes if so invoiced. ImageTrend agrees to exempt Customer from any taxes for which Customer provides to ImageTrend a tax exemption certificate prior to the issuance of an invoice; provided, however, that no such exemption shall be extended to Customer following written notice to ImageTrend from a taxing authority of appropriate jurisdiction that Customer does not qualify for the claimed exemption.

SECTION 5. CONFIDENTIAL INFORMATION

Each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 5 shall control over any non-disclosure agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. This section shall not apply to any information which (a) was publicly known prior to the time of disclosure by the disclosing Party, or (b) becomes publicly known after such disclosure through no action or inaction of the receiving Party in violation of this Agreement.

SECTION 6. CUSTOMER DATA SECURITY, USE AND REQUIREMENTS

Attachment: Agreement (ImageTrend Contract FY 2026)

6.1 Safeguards. ImageTrend will maintain commercially reasonably administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer). ImageTrend's compliance with such safeguards shall be deemed compliance with ImageTrend's obligations to protect Customer Data as set forth in the Agreement.

6.2 Customer Data. ImageTrend will, and Customer hereby instructs ImageTrend to, access Customer Data to provide, secure and improve the Services. Customer is solely responsible for the accuracy, content, and legality of all Customer Data.

6.3 Business Associate Agreement. To the extent Customer is considered a "covered entity" under 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations ("HIPAA"), the Parties shall execute a Business Associate Agreement, which shall be attached hereto as Exhibit A and incorporated herein by reference into this Agreement once signed by the Parties.

6.4 Data Export Authorization

Customer hereby authorizes ImageTrend to transmit Customer Data to an end point as is required by the Service in order for it to function as intended.

SECTION 7. TEMPORARY SUSPENSION

In the event ImageTrend detects or has reasonable suspicion of any Malicious Software connected to Customer's Account or use of a Service by Customer, ImageTrend reserves the right to restrict functionalities or suspend the Services (or any part thereof), Customer's Account or Customer's rights to access and use the Services and remove, disable or quarantine any Customer Data or other content. Unless legally prohibited from doing so or where ImageTrend is legally required to take immediate action, ImageTrend will use commercially reasonable efforts to notify Customer as soon as practicable when taking any of the foregoing actions. ImageTrend will use commercially reasonable efforts to (a) mitigate any interruption to the Service, and (b) restore the Services as soon as practicable. ImageTrend will not be liable to Customer or any other third party for any modification, suspension or discontinuation of Customer's rights to access and use the Services under this Section 7. ImageTrend may refer any suspected fraudulent, abusive, or illegal activity by Customer to law enforcement authorities at ImageTrend's sole discretion.

SECTION 8. NON-IMAGETREND SERVICES

If Customer decides to enable, access or use Non-ImageTrend Services, Customer's access and use of such Non-ImageTrend Services shall be governed solely by the terms and conditions of such Non-ImageTrend Services. ImageTrend does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Non-ImageTrend Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data (including Customer Data), or any interaction between Customer and the provider of such Non-ImageTrend Services. ImageTrend cannot guarantee the continued availability of such Non-ImageTrend Service features. Customer irrevocably waives any claim against ImageTrend with respect to such Non-ImageTrend Services. ImageTrend is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any

Attachment: Agreement (ImageTrend Contract FY 2026)

such Non-ImageTrend Services, or Customer's reliance on the privacy practices, data security processes or other policies of such Non-ImageTrend Services.

SECTION 9. INTELLECTUAL PROPERTY RIGHTS

9.1 Intellectual Property Rights. Each Party shall retain all rights, title and interest in any of its respective Intellectual Property Rights. The rights granted to Customer to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights of ImageTrend associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services and ImageTrend's machine learning algorithms, including all related Intellectual Property Rights, will remain with ImageTrend and belong exclusively to ImageTrend.

9.2 Feedback. ImageTrend shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, and incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback regarding the Services that ImageTrend receives from Customer or other third parties acting on Customer's behalf. ImageTrend also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations or other feedback regarding the Services that ImageTrend receives from Customer or other third parties acting on Customer's behalf.

9.3 Use of ImageTrend Marks. Customer may only use the ImageTrend Marks in a manner permitted by ImageTrend, provided Customer does not attempt, now or in the future, to claim any rights in the ImageTrend Marks, dilute or degrade the distinctiveness of the ImageTrend Marks, or use the ImageTrend Marks to disparage or misrepresent ImageTrend or ImageTrend Services. ImageTrend may use Customer Marks with written agreement of Customer.

9.4 Ownership of Customer Data. Customer shall retain ownership rights, including all Intellectual Property Rights, to all Customer Data.

SECTION 10. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

10.1 Warranties. Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

10.2 ImageTrend Warranties. ImageTrend warrants that during an applicable Subscription Term (a) ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement; (b) the Services will perform materially in accordance with the applicable documentation; and (c) all implementation services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards. For any breach of a warranty in this section, Customer's exclusive remedies are those described in Section 3.3 herein. The

Attachment: Agreement (ImageTrend Contract FY 2026)

warranties herein do not apply to any misuse or unauthorized modification of the Services made by Customer.

To the extent applicable, ImageTrend represents and warrants to Customer that ImageTrend (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in ImageTrend being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and ImageTrend shall immediately notify Customer of any change in the status of the representations and warranty set forth in this section.

10.3 Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 10.2, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND IMAGETREND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT IMAGETREND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM IMAGETREND OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

SECTION 11. INDEMNIFICATION

11.1 Indemnification by ImageTrend. ImageTrend will indemnify and defend the Customer from and against any claim brought by a third party against Customer alleging that Customer's use of a Service as permitted hereunder (1) infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"); (2) is grossly negligent or constitutes willful misconduct; (3) resulted in fraud; (4) resulted in personal injury or death (any of (1) through (4) are a "Claim"). ImageTrend shall, at ImageTrend's expense, defend such Claim and pay damages finally awarded against Customer in connection therewith, including reasonable fees and expenses of attorneys engaged by ImageTrend for such defense, provided that (a) Customer promptly notifies ImageTrend of the threat or notice of such Claim; (b) ImageTrend will have sole, exclusive control and authority to select defense attorneys, defend and/or settle any such Claim (however, ImageTrend shall not settle or compromise any claim that results in liability or admission of any liability by Customer without Customer's prior written consent); and (c) Customer fully cooperates with ImageTrend in connection therewith. If use of a Service by Customer has become, or, in ImageTrend's opinion, is likely to become, the subject of any IP Claim, ImageTrend may, at ImageTrend's option and expense (i) procure for Customer the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by ImageTrend, terminate Customer's subscription to the Service(s) and repay Customer, on a pro-rata basis, any Subscription Charges paid to ImageTrend for the unused portion of Customer's Subscription Term for such Service(s). ImageTrend will have no liability or obligation under this Section 11.1 with respect to any IP Claim if such claim is caused in whole or in part

Attachment: Agreement (ImageTrend Contract FY 2026)

by (x) compliance with designs, data, instructions or specifications provided by Customer; (y) modification of the Service(s) by anyone other than ImageTrend or ImageTrend Personnel; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section 11.1 state the sole, exclusive and entire liability of ImageTrend to Customer and Customer's sole remedy with respect to a Claim brought by reason of access to or use of a Service by Customer.

11.2 Indemnification by Customer. Customer will indemnify, defend and hold ImageTrend harmless against any claim brought by a third party against ImageTrend (a) arising from or related to Customer's use of a Service in breach of this Agreement (and not arising solely from the Service itself); or (b) alleging that Customer Marks or content selected by Customer in the design and implementation of the Services, including but not limited to the URL, graphics, illustrations, logos, and marks, or Customer Data infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret; provided that (i) ImageTrend promptly notifies Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and to defend and/or settle any such claim (however, Customer shall not settle or compromise any claim that results in liability or admission of any liability by ImageTrend without ImageTrend's prior written consent); and (iii) ImageTrend fully cooperates with Customer in connection therewith.

SECTION 12. LIMITATION OF LIABILITY

12.1 EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL EITHER PARTY TO THIS AGREEMENT, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF IMAGETREND), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

12.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IMAGETREND'S AGGREGATE LIABILITY TO THE CUSTOMER ARISING OUT OF THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR PROFESSIONAL SERVICES FEES PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 12.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND PROFESSIONAL SERVICES FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF IMAGETREND WERE TO ASSUME ANY FURTHER

Attachment: Agreement (ImageTrend Contract FY 2026)

LIABILITY OTHER THAN AS SET FORTH HEREIN. IMAGETREND HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE PROFESSIONAL SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN SECTION 12.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM IMAGETREND'S INDEMNITY OBLIGATIONS IN SECTION 12.1 OF THIS AGREEMENT.

12.3 LIMITATION OF LIABILITY IN THE AGGREGATE. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN APPLIES IN AGGREGATE TO ANY AND ALL CLAIMS BY CUSTOMER AND ITS AFFILIATES, AND SHALL NOT BE CUMULATIVE.

12.4 Enforceable against ImageTrend. Any claims or damages that Customer may have against ImageTrend shall only be enforceable against ImageTrend and not any other entity, nor any officers, directors, representatives or agents of ImageTrend.

SECTION 13. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

13.1 Assignment. Except as permitted herein, neither party may, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or rights under this Agreement, or delegate performance of its duties under this Agreement, without written prior consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, (a) subject to Section 2.6 herein, Customer may, without ImageTrend's consent, assign this Agreement in connection with any merger or change of control of Customer or the sale of all or substantially all of Customer's assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement; and (b) ImageTrend may, without Customer's consent, assign this Agreement in connection with any merger or change of control of ImageTrend or the sale of all or substantially all of ImageTrend's assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

13.2 Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all prior agreements between Customer and ImageTrend, with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order, request for information, request for proposal, or other order documentation Customer provide(s) and all such terms or conditions in such purchase order, request for information, request for proposal, or other order documentation are null and void. Except as expressly stated herein, there are no other agreements, representations, warranties or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind between the Parties, except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

13.3 Waiver. Either Party's failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

SECTION 14. SEVERABILITY

Attachment: Agreement (ImageTrend Contract FY 2026)

If any term in this Agreement is determined to be invalid or unenforceable by a competent court or governing body, such term shall be replaced with another term consistent with the purpose and intent of this Agreement, and the remaining provisions of this Agreement shall remain in effect.

SECTION 15. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, general agency, fiduciary or employment relationship between the Parties. Customer is solely responsible for determining whether the Services meet Customer's technical, business, or regulatory requirements.

SECTION 16. NOTICE

16.1 Notices to Customer. All notices provided by ImageTrend to Customer under this Agreement may be delivered in writing by (a) nationally recognized delivery service ("Courier") or U.S. mail to the contact mailing address provided by Customer on any Order Form; or (b) electronic mail to the electronic mail address provided for the Account owner.

16.2 Notices to ImageTrend. All notices provided by Customer to ImageTrend under this Agreement must be delivered in writing by (a) Courier or U.S. mail to 1305 Corporate Center Drive, Suite 500, Eagan, MN 55121 Attn: Legal Department; or (b) electronic mail to contracts@ImageTrend.com.

16.3 Timing of Notices. All notices provided by either Party to the other shall be deemed to have been given immediately upon delivery by electronic mail; or upon the earlier of proof of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

SECTION 17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in County, California. Customer hereby expressly agrees to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or relating to access to or use of the Services by Customer.

SECTION 18. ETHICAL CONDUCT AND COMPLIANCE

Neither Party, nor any of its employees or agents, has offered, received or been offered, directly or indirectly, any illegal or improper bribe or kickback (whether in the form of a payment, gift, undue advantage, or thing of value), or will offer or accept the same in connection with this Agreement.

SECTION 19. SURVIVAL

Sections 2.1, 3.5, 5, 6.5-6.7, 10–17 and 20 shall survive termination of this Agreement with respect to use of the Services by Customer. Termination of this Agreement shall not limit a Party's liability for obligations accrued as of or prior to termination or for any breach of this Agreement.

SECTION 20. DEFINITIONS

When used in this Agreement with initial letters capitalized, these terms have the following meaning:

"Account" means any accounts or instances created by, or on behalf of, Customer within the Services.

Attachment: Agreement (ImageTrend Contract FY 2026)

"Aggregate Data Insights" means the conclusions, patterns, trends, metrics, statistical models, predictions, or other analytical outcomes derived from the processing, examination, or interpretation of Aggregate Data.

"Agreement" means the Master Subscription Agreement together with any and all Product Specific Terms, Order Form and other mutually executed documents. The Master Subscription Agreement may also be referred to as "MSA."

"Confidential Information" means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including but not limited to the pricing terms, product plans and designs, business processes, security notifications, database structures, database schemas and customer communications. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information.

"Customer Data" means all electronic data, text, messages, communications or other materials submitted to and stored within a Service by Customer in connection with Customer's use of such Service. "Customer" Data" does not include Protected Health Information that has been de-identified pursuant to section 6.5 of this Agreement and Aggregate Data Insights derived from Aggregate Data pursuant section 6.6.

"Force Majeure Event" means any circumstances beyond ImageTrend's reasonable control, including, but not limited to, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving ImageTrend employees), Internet service provider failure or delay, Non-ImageTrend Services, or acts undertaken by third parties, including without limitation, denial of service attack.

"ImageTrend Marks" means any trademarks, service marks, service or trade names, taglines, logos or other designations of ImageTrend, whether registered or unregistered.

"Intellectual Property Rights" means any and all of a Party's patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

"Malicious Software" means any viruses, malware, Trojan horses, time bombs, or any other similar harmful software.

"Non-ImageTrend Services" means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which Customer may connect to or enable in conjunction with a Service, including, without limitation, Non-ImageTrend Services which may be integrated directly into an Account by Customer or at Customer's direction.

"Order Form" means ImageTrend's generated order form(s) executed by Customer with respect to Customer's subscription to a Service.

Attachment: Agreement (ImageTrend Contract FY 2026)

"Personnel" means employees and/or non-employee contractors of ImageTrend engaged by ImageTrend in connection with performance hereunder.

"Planned Downtime" means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

"Product Specific Terms" means ImageTrend's Product Specific Terms located at https://www.imagetrend.com/legal/productspecificterms.

"Professional Services" means professional services (including any training, success and implementation services) provided by ImageTrend Personnel as indicated on an Order Form or other written document such as an SOW.

"Service(s)" means the products and services that are used or ordered by Customer via an Orde Form referencing this Agreement, and made available by ImageTrend, via the applicable Customer login. "Services" exclude (a) Non-ImageTrend Services as that term is defined in this Agreement; and (b) any Additional Features or Associated Services that are not provided under this Agreement or Customer's Service Plan. From time to time, the names and descriptions of the Services or any individual Service may be changed. To the extent Customer is given access to such Service as so described by virtue of a prior Service Order or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

"Site" means a website operated by ImageTrend, including https://www.ImageTrend.com, as well as all other websites that ImageTrend operates (but does not include the Services).

"Subscription Charges" means all charges associated with Customer's access to and use of an Account.

"Subscription Term" means the period during which Customer has agreed to subscribe to a Service.

"Taxes" means taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Customer	**ImageTrend, LLC**
Signature:	Signature: Jon Sachs (Jun 13, 2025 11:57 MDT)
Print Name:	Print Name: Jon Sachs
Title:	Title: CFO
Date:	Date: 06/13/2025

Attachment: Agreement (ImageTrend Contract FY 2026)

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By:_____
Andrew Johnson
GSA Director / Purchasing Agent

"County"

APPROVED: BOS Resolution #_____

APPROVED AS TO CONTENT
Department of Stanislaus County Office of Emergency Services

By:_____
First Last
Title

APPROVED AS TO FORM
Robert J. Taro, County Counsel

By:_____

Assistant County Counsel

Attachment: Agreement (ImageTrend Contract FY 2026)

Stanislaus County 06.13.2025

Final Audit Report 2025-06-13

Created:	2025-06-13
By:	Kayla Kimmes (kkimmes@imagetrend.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZVNKnewj8W4jC8T7fn6olGwwcC3Q9BDr

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Attachment: Agreement (ImageTrend Contract FY 2026)

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

Attachment: Levine Act Disclosure Statement (ImageTrend Contract FY 2026)

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Jon Sachs Jon Sachs (Jun 13, 2025 08:25 MDT)	Date 06-13-2025
Print Name: Jon Sachs	
Title: CFO	
Company: ImageTrend, LLC	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:

Attachment: Levine Act Disclosure Statement (ImageTrend Contract FY 2026)

California Levine Act Disclosure Statement Form_ImageTrend

Final Audit Report 2025-06-13

Created:	2025-06-13
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"California Levine Act Disclosure Statement Form_ImageTrend" History

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Attachment: Levine Act Disclosure Statement (ImageTrend Contract FY 2026)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.17
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of the Appointment of Chandra D. Campbell, LMFT as the Stanislaus County Public Guardian Effective July 1, 2025

STAFF RECOMMENDATION:

1. Approve the appointment of Chandra D. Campbell, LMFT, as the Stanislaus County Public Guardian effective July 1, 2025.

DISCUSSION:

As the contracted Behavioral Health Plan (BHP) with the State of California, Behavioral Health and Recovery Services (BHRS) administers Stanislaus County's behavioral health services, providing integrated mental health services to adults and older adults with a serious mental illness (SMI) and to children and youth with a serious emotional disturbance (SED). BHRS also provides substance use disorder (SUD) services for adults and adolescents, supportive services, prevention and early intervention services, and serves as Stanislaus County’s Public Guardian.

In California, a county Public Guardian serves as the court-appointed conservator for individuals who cannot manage their own personal or financial affairs due to incapacity and have no responsible family or friends to act on their behalf. The Public Guardian is responsible for meeting a conservatee’s basic needs, managing their finances, and making medical and housing decisions in their best interest. The California Probate Code governs this role, particularly sections 2920 through 2923, which establish the Public Guardian’s authority and the appointment process in individual cases.

In 1985, the Board of Supervisors terminated the designation of the Public Administrator as the Public Guardian and transferred those responsibilities to the Mental Health Director (now Behavioral Health Director). In 1992, the Board of Supervisors terminated the appointment of the Mental Health Director as the ex officio Public Guardian, created the Office of Public Guardian, and designated the ex officio Public Guardian. The redesignation was implemented to enhance office performance by aligning the authorizing function with the individual most knowledgeable about the issues, in addition to resolving any potential conflicts that arose from the Mental Health Director also serving as the Public Guardian.

The Office of Public Guardian functions as a Behavioral Health and Recovery Services division. The office and the ex officio Public Guardian have functions under the general administrative direction of the Department Head. The designated Public Guardian determines policy issues regarding the function of the Office of Public Guardian in

consultation with the Behavioral Health Director.

According to California Government Code sections 27430 et seq, the Board of Supervisors may designate the ex officio Public Guardian for Stanislaus County.

Debra Buckles was appointed as the Public Guardian for Stanislaus County on July 11, 2006 (Board Resolution 2006-540) and served in that role until her retirement in March 2025. Following her retirement, Pamela Esparza, Manager IV and Chief of Supportive Services, was designated as the interim Public Guardian on February 25, 2025 (Board Resolution 2025-0096) while the department conducted a recruitment for a permanent appointment.

BHRS has completed the recruitment and is recommending the appointment of Chandra Campbell as the Public Guardian for Stanislaus County. Ms. Campbell is a licensed Marriage and Family Therapist with more than a decade of progressive leadership experience within BHRS. She has held several key management positions, including Mental Health Coordinator, Manager III of the Forensic System of Care, and, most recently, Manager III of the Adult System of Care with a focus on forensic programs. In these roles, she has supervised interdisciplinary teams, managed complex program budgets, implemented state mandates such as the CARE Act, and led collaborative initiatives with law enforcement, the courts, and community partners. Ms. Campbell's extensive experience in forensic behavioral health, conservatorship laws and operations, and program compliance makes her exceptionally well-qualified to serve in this role.

POLICY ISSUE:

California Government Code sections 27430 et seq provide that the Board of Supervisors may appoint a qualified individual to fill the office of public guardian.

FISCAL IMPACT:

The Public Guardian is primarily funded by the County's General Fund, with special revenue to offset the fiscal impact on the General Fund. Appropriations for the Public Guardian are included in the Department's 2026 Proposed Budget. There is no additional fiscal impact to the County General Fund as a result of this appointment.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board of Supervisors' priority of *Supporting a Healthy Community* by ensuring the role of the Public Guardian is filled.

STAFFING IMPACT:

There is no additional staffing impact associated with this recommendation.

CONTACT PERSON:

Ruben Imperial (209) 525-6222
Behavioral Health Director

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Child Support Services

BOARD AGENDA:5.B.18
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Proclaim August 2025 as Child Support Awareness Month in Stanislaus County

STAFF RECOMMENDATION:

1. Proclaim August 2025 as Child Support Awareness Month in Stanislaus County

DISCUSSION:

August is Child Support Awareness Month, which calls attention to the vital role that child support and the Child Support Services Program play in supporting the economic security, health, and social well-being of children throughout the United States.

The Stanislaus County Department of Child Support Services (SCDCSS) serves one in every five children in Stanislaus County. With a caseload of 21,856 cases, the Department affects the lives of 21,891 minor children by ensuring they receive consistent and reliable parental economic support. In State Fiscal Year (SFY) 2024, SCDCSS collected just over $57.5 million of child support in a cost-effective manner, collecting $3.45 for every dollar spent on the program.

In addition to collecting monetary support, SCDCSS also establishes and enforces medical support orders for families, so children have access to health care. The Department also assists parents with establishing parentage, the legal relationship of both parents to the child. In addition to providing a basis for child support, parentage establishment helps to legally solidify the social and economic ties between parents and a child, including legal rights and privileges such as inheritance rights, access to benefits, and family medical histories. The Department recognizes and works to support and assist all parents in their obligations to support their child's well-being and development.

This year, for Child Support Awareness Month, the California Department of Child Support Services is highlighting the theme, "New Laws, New Approach," to reflect recent legislative changes aimed at better supporting families. These new laws and policy shifts are designed to make the child support program more flexible, responsive, and family centered. By focusing on the individual circumstances of each parent, the program can offer more personalized support and solutions. The goal is to aid parents to work together to provide financial stability for their children. By putting these changes into action, the Department strengthens its support for the well-being of children in Stanislaus County.

POLICY ISSUE:

The Governor of the State of California and Stanislaus County Board of Supervisors have historically proclaimed August as Child Support Awareness Month. The Board of Supervisors has the discretion and authority to proclaim August as Child Support Awareness Month in Stanislaus County.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

Board of Supervisors' Priority:

The recommended action is consistent with the Board's priorities of *Supporting a Healthy Community*, *Delivering Efficient Public Services*, and *Enhancing Community Infrastructure* by recognizing and supporting collaboration between departments and organizations to increase and improve child support payments to families in Stanislaus County.

STAFFING IMPACT:

There is no staffing impact with this request.

CONTACT PERSON:

Baljit Atwal, Director (209) 558-1414
Department of Child Support Services

ATTACHMENT(S):

1. Resolution

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: July 1, 2025

THE FOLLOWING RESOLUTION WAS ADOPTED:

PROCLAIMING AUGUST 2025 AS CHILD SUPPORT AWARENESS MONTH IN STANISLAUS COUNTY

WHEREAS, Child Support Awareness Month celebrates the important emotional and financial parental support that creates a brighter future for our children, helping them to become healthy, productive, and well-adjusted adults; and,

WHEREAS, Stanislaus County's Child Support Program provides important services to parents and guardians which encourage positive influences in the lives of their children, assisting to improve the economic lives of those who live and work in California; and,

WHEREAS, Stanislaus County's Child Support Program actively seeks to provide Family-Centered Services through partnerships with other State and County agencies, increasing the reliability of child support payments to families; and,

WHEREAS, Stanislaus County collected over $57.5 million in child support for families in its caseload last year and worked toward supporting the lives of 21,891 minor children through the efforts of 120 committed Stanislaus County Child Support Professionals; and,

WHEREAS, Stanislaus County Child Support Services collected $3.45 for every dollar spent on the program; and,

WHEREAS, statewide approximately 6,652 California Child Support Professionals are steadfastly committed to improving the quality of life for one million California children and their families through timely, accurate, and responsive child support services, which in State Fiscal Year 2024 collected over $2.4 billion; and,

Attachment: Resolution (Proclaim August 2025 as Child Support Awareness Month)

WHEREAS, Stanislaus County Department of Child Support Services is committed to bringing the community together in a positive way for families. The Department helps customers overcome barriers that prevent them from paying consistent support to their children by providing the necessary referrals and County resources. These resources can help customers become more self-sufficient, strengthen relationships between parent and child, and assist with financial stability for the children.

NOW, THEREFORE, BE IT RESOLVED, that the Stanislaus County Board of Supervisors does hereby unanimously proclaim August 2025 as Child Support Awareness Month in Stanislaus County and commends this observance to all our residents.

Attachment: Resolution (Proclaim August 2025 as Child Support Awareness Month)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Chief Executive Office

BOARD AGENDA:5.B.19
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Use Up to $20,000 of Community Development Funds to Pay for Expenses Associated with Community Cleanups in District 5

STAFF RECOMMENDATION:

1. Approve the use of up to $20,000 of Community Development Funds to pay for expenses associated with community cleanups in District 5.

DISCUSSION:

The Stanislaus County Community Development Fund was established by the Board of Supervisors in Fiscal Year 2008 and has funded a variety of one-time projects that demonstrate strong local support and a general public benefit while benefiting the unincorporated area.

On September 20, 2022, the Board of Supervisors approved an updated Community Development Fund policy. With this policy, funding requests totaling $5,000 per beneficiary per fiscal year and under can be approved by an individual Board member. Under this updated policy, several community cleanups were scheduled throughout District 5, benefiting residents living within the unincorporated areas of the district. Typically, community cleanups cost well under $5,000; however, there have been instances in which cleanups experienced an unanticipated high demand, resulting in a total cost that exceeded the $5,000 standard allowance. In these instances, retroactive approval was sought to authorize the use of Community Development Funds.

Due to these instances, $25,000 of Community Development Funds were approved by the board on October 1, 2024. These funds have now been depleted and additional cleanups in District 5 are in the planning stages for Fiscal Year 2026. Recognizing that some of these cleanups may exceed $5,000, the District 5 Supervisor is requesting the Board of Supervisors approve up to $20,000 from District 5 Community Development Funds to pay for cleanups. The funding will go toward dumpster delivery and disposal fees charged by the franchise hauler, which serves the community having the cleanup.

POLICY ISSUE:

The use of Community Development Funds prior to September 20, 2022, required approval from the Board of Supervisors. On September 20, 2022, the Board of Supervisors approved a new Community Development Policy, which requires the Board to approve requests totaling more than $5,000 per beneficiary per fiscal year.

FISCAL IMPACT:

If approved, up to $20,000 in District 5 Community Development Fund balance will be used to pay for the community cleanup expenses. District 5 has a current balance of $179,216, and the Community Development Fund has a combined balance of $1,989,754.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Supporting a Strong and Safe Community, Supporting a Healthy Community,* and *Enhancing Community Infrastructure* by holding events that clean and beautify communities.

STAFFING IMPACT:

The Chief Executive Office oversees the use of community development funds to ensure they are consistent with the proposed project and the Board's direction.

CONTACT PERSON:

Jennifer Hidalgo, Community Relations Manager

Telephone: (209) 857-0633

ATTACHMENT(S):

1. Community Development Fund Request- Community Cleanups in District 5

STANISLAUS COUNTY
Community Development Fund Request Application
Funding Request for Outside Organizations

ORGANIZATION

Organization name: Supervisor Channce Condit

Organization type: Other

Physical address:

Street Address *City* *State* *Zip Copde*

Mailing address (if different):

Street Address *City* *State* *Zip Copde*

PROJECT INFORMATION

Project name: Community Clean-Ups **Project type:** Community Event

Project location: Various locations in District 5 **Project frequency:**

COMMUNITY DEVELOPMENT FUND- POLICY CRITERIA

Please check all boxes that apply

- ☐ -Improvement to County-owned or County-occupied property
- ☐ -Infrastructure project or improvement located within the unincorporated area
- ☐ -Seed and local match funding
- ☐ -Strategic planning for the creation of improvement districts
- ☑ -One-time program- of public benefit to the unincorporated community and generally accessible to unincorporated residents
- ☐ -One-time event generally accessible to unincorporated residents
- ☐ -Housing or economic development study, project or program focused on or located in the requesting Supervisor's district

All grants will place an emphasis on sustainability. Recognition of the funds shall be identified as Sponsored by Stanislaus County. All expenses shall be consistent with County policy and business practice.

PROJECT DESCRIPTION

Provide a brief description of the project, detailing how the project or program aligns with the Community Development Fund policy. Include the timeline, its advantages for the unincorporated community, and the allocation of funds. Attach any additional sheets of paper to include details if needed.

Supervisor Channce Condit is requesting $20,000.00 in Community Development Funds for Community Clean-ups in District 5.

Attachment: Community Development Fund Request- Community Cleanups in District 5 (District 5 Community Cleanups)

STANISLAUS COUNTY
Community Development Fund Request Application
Funding Request for Outside Organizations

COST ESTIMATE

Estimated cost: $20,000.00 **Date of event/project:** _____

Requested amount from the Community Development Fund: $20,000.00

Other sources of funding: none

SUPPORTING DOCUMENTATION

	W-9		Event flyer
	Nonprofit status documentation		Vendor quotes/proposals
	Other		Levine Act disclosure form (when applicable)
Yes	Open to the public?		Social media posts, flyers, etc.

BOARD OF SUPERVISORS INTERNAL REVIEW

☑ **The application is complete and includes the required documentation to support the request.**

Dated: 6/11/2025 District: Five

Field Representative Kacey Smith- Board Operations Manager

Request amount: $20,000.00

Supervisor Approval: *(wet signature required)* 6/17/25

* *Supervisor signature attests fund request adheres to the Community Development Fund policy*

BOARD OPERATIONS MANAGER REVIEW

☑ **The application is complete and includes the required documentation to support the request.**

Review completed by: Lucy Date: 6/18/25

CHIEF EXECUTIVE OFFICE STAFF REVIEW: *Completed requests will be checked for policy adherence*

Agenda item required: Yes Target board date: July 1, 2025

Department preparing agenda item: Chief Executive Office

Review completed by: Jennifer Hidalgo Date: 06/10/2025

COUNTY COUNSEL REVIEW

Review completed by: Thomas Boze Date: 6/10/2025

POST APPROVAL CHECKLIST

Invoice received on: Received by:

Check issued on: Received by:

Use of funds confirmation on:

Review completed by: Date:

Attachment: Community Development Fund Request- Community Cleanups in District 5 (District 5 Community Cleanups)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Chief Executive Office

BOARD AGENDA:5.B.20
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of the Labor Agreement Between the County of Stanislaus and the Stanislaus County District Attorney Investigators Association for the Negotiated Term of July 1, 2025 Through June 30, 2029

STAFF RECOMMENDATION:

1. Approve the provisions contained within the Tentative Agreement reached between the County and the Stanislaus County District Attorney Investigators Association representing the Criminal Investigators Bargaining Unit for the Term of July 1, 2025, through June 30, 2029.

2. Amend the Salary and Position Allocation Resolution to reflect the changes included in the Tentative Agreement.

3. Authorize the Chairman of the Board of Supervisors and all parties to sign the Final Agreement.

DISCUSSION:

The prior agreement between the County and the Stanislaus County District Attorney Investigators Association (SCDAIA) representing the Criminal Investigators bargaining unit expired on June 30, 2025, and the parties formally commenced negotiations in the spring of 2025. The bargaining unit represents approximately 18 members.

Negotiations between the County and the SCDAIA began on April 23, 2025, and included discussions on important issues for labor and employees. The parties met a total of two times in formal negotiations. The County has negotiated a new tentative agreement with the SCDAIA which includes a base salary increase of three percent (3%) effective the first full pay period following Board of Supervisors (BOS) approval. The agreement further includes a three percent (3%) base salary increase effective the first full pay period following July 1, 2026, a three percent (3%) base salary increase effective the first full pay period following July 1, 2027, and a three percent (3%) base salary increase effective the first full pay period following July 1, 2028. In addition to base salary increases, all members of the bargaining unit will receive an equity increase of three percent (3%) effective the first full pay period following BOS approval, a one percent (1%) equity increase effective the first full pay period following July 1, 2026, and a one percent (1%) equity increase effective the first full pay period following July 1,

2028. The agreement provides a forty-eight (48) month term from July 1, 2025, through June 30, 2029.

The tentative agreement also includes updates to the language in sections: On-Call, Overtime, and Future Meet and Confer Topics.

On May 14, 2025, the SCDAIA negotiating team agreed to take the terms of the tentative agreement for vote by the membership. On May 21, 2025, the SCDAIA advised the County that the membership approved the terms of the tentative agreement.

The County and the SCDAIA reviewed, formatted, and made applicable changes to the entire Memorandum of Understanding (MOU). Other language cleanup provisions or deletions of outdated language include various sections of the MOU. The tentative agreement summary is attached to this agenda item. Unless specifically stated, all negotiated agreements are effective upon approval of the BOS.

POLICY ISSUE:

Per County Code 3.20.010, salary and compensation provisions shall be administered in accordance with the policies and procedures set forth in the Personnel Manual and as adopted by the Board of Supervisors. Further, the Board of Supervisors is required to approve labor agreements and authorize the Chairman of the Board to sign agreements. The Board of Supervisors should consider the effect of this labor agreement on the fiscal and policy direction and priorities of the organization.

FISCAL IMPACT:

The new agreement between the County and the SCDAIA covers approximately forty-eight (48) months and is effective July 1, 2025, through June 30, 2029. The estimated cost of the agreement is $1.5 million in base wages and equity costs. The estimated base wage and equity cost per Fiscal Year (FY) is $193,000 in FY 2026, $330,000 in FY 2027, $436,000 in FY 2028, and $580,000 in FY 2029. Approximately 94% of the estimated costs will be attributed to the General Fund. The District Attorney’s Office will request any required budget adjustments in a future budget cycle if additional appropriations are needed as a result of the salary increases in this negotiated agreement.

Prior to entering into this agreement, the County completed a careful fiscal analysis and the County’s long-range financial model demonstrates there is sufficient financial stability to support this contract without a detrimental impact to the fiscal strength of County operations and programs.

California Government Code Sections 31515.5 and 23026 require that the County give written notice of any salary and benefit changes, including an explanation of the financial impact of the change on the funding of the County's retirement system. The recommended action will have minimal impact on the funded status of the retirement system, Stanislaus County Employee’s Retirement Association (StanCERA), which will be factored into the normal annual actuarial review of the plan’s funded status for establishing future county contribution rates.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of Supporting a Strong and Safe Community by strengthening the County's ability to retain qualified and experienced criminal investigators by providing fair and equitable compensation and benefits.

STAFFING IMPACT:

Existing Chief Executive Office - Human Relations and Auditor-Controller staff will implement the changes resulting from the terms of this agreement.

CONTACT PERSON:

Ryan Leupp, Assistant Human Relations Director, 209-525-6333

ATTACHMENT(S):

1. Tentative Agreement Summary 2025

Stanislaus County District Attorney Investigators Association Negotiations
Tentative Agreement Summary

Section of MOU	Summary of Tentative Agreements
Term	48-months July 1, 2025 through June 30, 2029
Base Salary Increases	First full pay period following BOS Adoption – 3% First full pay period following July 1, 2026 – 3% First full pay period following July 1, 2027 – 3% First full pay period following July 1, 2028 – 3%
Equity Adjustments	First full pay period following BOS Adoption – 3% First full pay period following July 1, 2026 – 1% First full pay period following July 1, 2028 – 1%
On-Call	Language cleanup to clarify total amount of on-call pay provided to employees.
Overtime	Added language to allow for time-and-one-half when ordered to work on a regular day off, compensatory time off day, or approved vacation day.
Salary on Promotion	Language cleanup to reference County policy.
County Holiday Policy	Incorporated the County Holiday Letter of Agreement.
Automatic Resignation	Language cleanup to reference County policy.
Future Meet and Confer Topics	Added Section 7.G – Compensatory Time Off to the list of future meet and confer topics.

The complete language for all tentative agreements is located in the Memorandum of Understanding (MOU) between the County and the Stanislaus County District Attorney Investigators Association representing the Criminal Investigators bargaining unit. This document is intended to summarize the changes in the MOU agreed to in the negotiations process. The language in the MOU represents the final binding terms of the agreement between the parties.

Attachment: Tentative Agreement Summary 2025 (SCDAIA Labor Agreement 2025)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Chief Executive Office

BOARD AGENDA:5.B.21
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of the Labor Agreement Between the County of Stanislaus and the Stanislaus Sheriff's Supervisor Association for the Negotiated Term of July 1, 2025 Through June 30, 2029

STAFF RECOMMENDATION:

1. Approve the provisions contained within the Tentative Agreement reached between the County and the Stanislaus Sheriff's Supervisor Association representing the Sheriff's Sergeants Bargaining Unit for the Term of July 1, 2025, through June 30, 2029.

2. Amend the Salary and Position Allocation Resolution to reflect the changes included in the Tentative Agreement.

3. Authorize the Chairman of the Board of Supervisors and all parties to sign the Final Agreement.

DISCUSSION:

The prior agreement between the County and the Stanislaus Sheriff's Supervisor Association (SCSSA) representing the Sergeants bargaining unit expired on June 30, 2025, and the parties formally commenced negotiations in the spring of 2025. The bargaining unit represents approximately 36 members.

Negotiations between the County and the SCSSA began on April 18, 2025, and included many important issues for labor and employees. The parties met a total of four times in formal negotiations. The County has negotiated a new tentative agreement with the SCSSA which includes a base salary increase of three percent (3%) effective the first full pay period following Board of Supervisors (BOS) approval. The agreement further includes a three percent (3%) base salary increase effective the first full pay period following July 1, 2026, a three percent (3%) base salary increase effective the first full pay period following July 1, 2027, and a three percent (3%) base salary increase effective the first full pay period following July 1, 2028. In addition to base salary increases, all members of the bargaining unit will receive an equity increase of three percent (3%) effective the first full pay period following BOS approval, a one percent (1%) equity increase effective the first full pay period following July 1, 2026, and a one percent (1%) equity increase effective the first full pay period following July 1,

2028. The agreement provides a forty-eight (48) month term from July 1, 2025, through June 30, 2029.

The tentative agreement also includes updates to the language in sections: Compensation, Special/Collateral Assignment Process, Special Assignment Pay Provisions, Uniform Allowance, Sick Leave, and Limited Cash Conversion. In addition, a new Mutual Aid Overtime section was added that allows for deputies who are sent out to an out of county natural disaster mutual aid deployment to be compensated in accordance with CalOES Law Enforcement Mutual Aid and the Federal Management Agency reimbursement requirements.

On June 5, 2025, the SCSSA negotiating team agreed to take the terms of the tentative agreement for vote by the membership. On June 18, 2025, the SCSSA advised the County that the membership approved the terms of the tentative agreement.

The County and the SCSSA reviewed, formatted, and made applicable changes to the entire Memorandum of Understanding (MOU). Other language cleanup provisions or deletions of outdated language include various sections of the MOU. The tentative agreement summary is attached to this agenda item. Unless specifically stated, all negotiated agreements are effective upon approval of the BOS.

POLICY ISSUE:

Per County Code 3.20.010, salary and compensation provisions shall be administered in accordance with the policies and procedures set forth in the Personnel Manual and as adopted by the Board of Supervisors. Further, the Board of Supervisors is required to approve labor agreements and authorize the Chairman of the Board to sign agreements. The Board of Supervisors should consider the effect of this labor agreement on the fiscal and policy direction and priorities of the organization.

FISCAL IMPACT:

The new agreement between the County and the SCSSA covers approximately forty-eight (48) months and is effective July 1, 2025, through June 30, 2029. The estimated cost of the agreement is $4.0 million in base wages, equity, associated benefit increases, and additional costs. The estimated base wage and equity cost per Fiscal Year (FY) is $463,000 in FY 2026, $790,000 in FY 2027, $1.0 million in FY 2028, and $1.4 million in FY 2029. Approximately 91% of the estimated costs will be attributed to the General Fund. The Sheriff’s Office will request any required budget adjustments in a future budget cycle if additional appropriations are needed as a result of the salary increases in this negotiated agreement.

Prior to entering into this agreement, the County completed a careful fiscal analysis and the County’s long-range financial model demonstrates there is sufficient financial stability to support this contract without a detrimental impact to the fiscal strength of County operations and programs.

California Government Code Sections 31515.5 and 23026 require that the County give written notice of any salary and benefit changes, including an explanation of the financial impact of the change on the funding of the County's retirement system. The

recommended action will have minimal impact on the funded status of the retirement system, Stanislaus County Employee's Retirement Association (StanCERA), which will be factored into the normal annual actuarial review of the plan's funded status for establishing future county contribution rates.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of Supporting a Strong and Safe Community by strengthening the County's ability to retain qualified and experienced sergeants by providing fair and equitable compensation and benefits.

STAFFING IMPACT:

Existing Chief Executive Office - Human Relations and Auditor-Controller staff will implement the changes resulting from the terms of this agreement.

CONTACT PERSON:

Ryan Leupp, Assistant Human Relations Director, 209-525-6333

ATTACHMENT(S):

1. Tentative Agreement Summary 2025

Stanislaus County Sheriff's Supervisor Association Negotiations
Tentative Agreement Summary

Section of MOU	Summary of Tentative Agreements
Term	48-months July 1, 2025 through June 30, 2029
Base Salary Increases	First full pay period following BOS Adoption – 3% First full pay period following July 1, 2026 – 3% First full pay period following July 1, 2027 – 3% First full pay period following July 1, 2028 – 3%
Equity Adjustments	First full pay period following BOS Adoption – 3% First full pay period following July 1, 2026 – 1% First full pay period following July 1, 2028 – 1%
Dues Deduction	Language cleanup to update County contact.
Special & Collateral Assignments	Increased term lengths for Major Crimes Unit, involuntary mandated assignments, and special assignments. Added assignments to the Air Support Unit: Pilots, Pilot in Command, Flight Officer – Non-Pilot, Licensed Aircraft Inspector, and Licensed Mechanic.
Special Assignment Pay Provisions	Added additional assignments of Canine Trainer, Community Resource Unit, High Tech Crimes Unit, Internal Affairs, and Training Officer, which also provides an additional 2.5% specialty pay when assigned. Added a specialty assignment pay of 5% the Air Support Pilot, 2.5% to the Flight Officer – Non-Pilot, 10% to the Licensed Aircraft Inspector, and 5% to the Licensed Mechanic.
Canine Pay	Increased Canine Handler Pay from 18 minutes to 45 minutes per day.
Uniform Allowance	Updated Uniform Allowance table showing the payment schedule for the term of the contract.
Mandatory Overtime & Timecard Administration	Language cleanup to reflect updated units within the Department. Added language to allow for overtime to be provisionally coded on a timecard to allow for administrative ease.
Court Pay	Language cleanup to reflect the department process on employees subpoenaed to appear in court.
On-Call Pay	Updated language to clarify when an employee is deemed "available and accessible" for on-call. Increased on-call amount from $250 per 7-day period to $300 per 7-day period.
Fitness Incentive	Deleted meet and confer language as no longer applicable.

Attachment: Tentative Agreement Summary 2025 (SCSSA Labor Agreement 2025)

Mutual Aid Overtime	Added section to allow for deputies who are sent to an out of county natural disaster mutual aid deployment to be compensated in accordance with CalOES Law Enforcement Mutual Aid and the Federal Management Agency reimbursement requirements.
Holiday/Vacation Time Provisions	Incorporated the County Holiday Letter of Agreement.
Vacation Cash Conversion	Increased the number of allotted vacation hours from 40 hours to 50 hours when there are 100 accrued hours available to be converted into cash payments, and 60 hours to 100 hours when there are 200 accrued hours available.
Sick Leave Usage	Updated language to the definition of family member to reflect the law.
Automatic Resignation	Language cleanup to reference County policy.

The complete language for all tentative agreements is located in the Memorandum of Understanding (MOU) between the County and the Stanislaus County Sheriff's Supervisors Association representing the Sergeants bargaining unit. This document is intended to summarize the changes in the MOU agreed to in the negotiations process. The language in the MOU represents the final binding terms of the agreement between the parties.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Chief Executive Office

BOARD AGENDA:5.B.22
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of the Labor Agreement Between the County of Stanislaus and the Stanislaus County Probation Corrections Officers Association for the Negotiated Term of July 1, 2025 Through June 30, 2029

STAFF RECOMMENDATION:

1. Approve the provisions contained within the Tentative Agreement reached between the County and the Stanislaus County Probation Corrections Officers Association representing the Probation Corrections Officers Bargaining Unit for the Term of July 1, 2025, through June 30, 2029.

2. Amend the Salary and Position Allocation Resolution to reflect the changes included in the Tentative Agreement.

3. Authorize the Chairman of the Board of Supervisors and all parties to sign the Final Agreement.

DISCUSSION:

The prior agreement between the County and the Stanislaus County Probation Corrections Officers Association (SCPCOA) representing the Probation Corrections Officers bargaining unit expired on June 30, 2025, and the parties formally commenced negotiations in the spring of 2025. The bargaining unit represents approximately 61 members.

Negotiations between the County and the SCPCOA began on May 9, 2025, and included many important issues for labor and employees. The parties met a total of three times in formal negotiations. The County has negotiated a new tentative agreement with the SCPCOA which includes a base salary increase of three percent (3%) effective the first full pay period following Board of Supervisors (BOS) approval. The agreement further includes a three percent (3%) base salary increase effective the first full pay period following July 1, 2026, a three percent (3%) base salary increase effective the first full pay period following July 1, 2027, and a three percent (3%) base salary increase effective the first full pay period following July 1, 2028. In addition to base salary increases, all members of the bargaining unit will receive an equity increase of one percent (1%) effective the first full pay period following BOS approval, a half of a percent (0.5%) equity increase effective the first full pay period following July 1, 2026, a

half of a percent (0.5%) equity increase effective the first full pay period following July 1, 2027, and a half of a percent (0.5%) equity increase effective the first full pay period following July 1, 2028. The agreement provides a forty-eight (48) month term from July 1, 2025, through June 30, 2029.

The tentative agreement also includes updates to the language in sections: Compensation, Uniform Allowance, Overtime, and Future Meet and Confer Topics.

On June 4, 2025, the SCPCOA negotiating team agreed to take the terms of the tentative agreement for vote by the membership. On June 23, 2025, the SCPCOA advised the County that the membership approved the terms of the tentative agreement.

The County and the SCPCOA reviewed, formatted, and made applicable changes to the entire Memorandum of Understanding (MOU). Other language cleanup provisions or deletions of outdated language include various sections of the MOU. The tentative agreement summary is attached to this agenda item. Unless specifically stated, all negotiated agreements are effective upon approval of the BOS.

POLICY ISSUE:

Per County Code 3.20.010, salary and compensation provisions shall be administered in accordance with the policies and procedures set forth in the Personnel Manual and as adopted by the Board of Supervisors. Further, the Board of Supervisors is required to approve labor agreements and authorize the Chairman of the Board to sign agreements. The Board of Supervisors should consider the effect of this labor agreement on the fiscal and policy direction and priorities of the organization.

FISCAL IMPACT:

The new agreement between the County and the SCPCOA covers approximately forty-eight (48) months and is effective July 1, 2025, through June 30, 2029. The estimated cost of the agreement is $2.8 million in base wages, equity, associated benefit increases, and additional costs. The estimated base wage and equity cost per Fiscal Year (FY) is $270,000 in FY 2026, $513,000 in FY 2027, $770,000 in FY 2028, and $1.0 million in FY 2029. Other adjustments are estimated to cost approximately $235,000 over the agreement period. Approximately 79% of the estimated costs will be attributed to the General Fund. The Probation Department will request any required budget adjustments in a future budget cycle if additional appropriations are needed because of the salary increases in this negotiated agreement.

Prior to entering into this agreement, the County completed a careful fiscal analysis and the County’s long-range financial model demonstrates there is sufficient financial stability to support this contract without a detrimental impact to the fiscal strength of County operations and programs.

California Government Code Sections 31515.5 and 23026 require that the County give written notice of any salary and benefit changes, including an explanation of the financial impact of the change on the funding of the County's retirement system. The recommended action will have minimal impact on the funded status of the retirement

system, Stanislaus County Employee's Retirement Association (StanCERA), which will be factored into the normal annual actuarial review of the plan's funded status for establishing future county contribution rates.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of Supporting a Strong and Safe Community by strengthening the County's ability to retain qualified and experienced probation corrections officers by providing fair and equitable compensation and benefits.

STAFFING IMPACT:

Existing Chief Executive Office - Human Relations and Auditor-Controller staff will implement the changes resulting from the terms of this agreement.

CONTACT PERSON:

Ryan Leupp, Assistant Human Relations Director, 209-525-6333

ATTACHMENT(S):

1. Tentative Agreement Summary 2025

Stanislaus County Probation Corrections Officers Association Negotiations
Tentative Agreement Summary

Section of MOU	Summary of Tentative Agreements
Term	48-months July 1, 2025 through June 30, 2029
Base Salary Increases	First full pay period following BOS Adoption – 3% First full pay period following July 1, 2026 – 3% First full pay period following July 1, 2027 – 3% First full pay period following July 1, 2028 – 3%
Equity Adjustments	First full pay period following BOS Adoption – 1% First full pay period following July 1, 2026 – 0.5% First full pay period following July 1, 2027 – 0.5% First full pay period following July 1, 2028 – 0.5%
Uniform Allowance	Increased uniform allowance to $780 and the annual uniform maintenance allowance to $670. Added language to update the uniform policy to include badged polos and battle dress uniform (BDU) pants.
Overtime	Added language to allow for time-and-one-half when ordered to work based on a scheduling mandate.
Salary Administration	Language cleanup to reference County policy.
County Holiday Policy	Incorporated the County Holiday Letter of Agreement.
Automatic Resignation	Language cleanup to reference County policy.
Future Meet and Confer Topics	Added Section 4.M – Time Bank and mandated scheduling policies and procedures to the list of future meet and confer topics.

The complete language for all tentative agreements is located in the Memorandum of Understanding (MOU) between the County and the Stanislaus County Probation Corrections Officers Association representing the Probation Corrections Officers bargaining unit. This document is intended to summarize the changes in the MOU agreed to in the negotiations process. The language in the MOU represents the final binding terms of the agreement between the parties.

Attachment: Tentative Agreement Summary 2025 [Revision 1] (SCPCOA Labor Agreement 2025)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Chief Executive Office

BOARD AGENDA:5.B.23
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Set a Public Hearing for the July 22, 2025 Meeting, Pursuant to the Tax and Equity Fiscal Responsibility Act (TEFRA), Relating to the Proposed Issuance of Tax-Exempt and/or Taxable Conduit Revenue Obligations in an Amount Not to Exceed $30 Million, by the California Public Finance Authority for Use by AggrePlex of Modesto LLC

STAFF RECOMMENDATION:

1. Set a Public Hearing on July 22, 2025, pursuant to the Tax and Equity Fiscal Responsibility Act (TEFRA), relating to the proposed issuance of qualified solid waste bonds in an amount not to exceed $30 million, to finance a solid waste recycling project by the California Public Finance Authority (CalPFA) of tax-exempt and/or taxable conduit obligations for the benefit of AggrePlex of Modesto LLC.

DISCUSSION:

AggrePlex of Modesto LLC (the “Borrower”) has submitted a request to the California Public Finance Authority (CalPFA) for the issuance of tax-exempt and/or taxable conduit revenue obligations in an amount not to exceed $30,000,000 (the “Obligations”). CalPFA will loan the proceeds of the Obligations to the Borrower through one or more loan agreements. The financing will be used to fund the acquisition and construction of a qualified solid waste disposal facility.

CalPFA is a Joint Powers Authority (JPA) formed by Kings County to assist with the issuance of tax-exempt and taxable revenue bonds for projects that provide a public benefit. In this instance, the Borrower seeks to use bond proceeds to establish a facility that processes recycled glass into pozzolan, a sustainable replacement for cement, supporting environmental and waste reduction goals.

In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and Internal Revenue Code Section 147(f), a public hearing must be held when tax-exempt bonds are issued by a conduit issuer on behalf of a private party. The purpose of this hearing is to allow the public an opportunity to comment on the proposed use of tax-exempt financing and the public benefit of the project. AggrePlex of Modesto LLC has requested that the County assist by conducting the required public hearing. This process has been previously used by the County for similar financing requests.

It is important to note that the County of Stanislaus bears no financial responsibility for the Obligations. All debts, liabilities, and obligations associated with the financing are those of CalPFA and the Borrower. The County’s role is limited to the

following actions: (1) conduct a TEFRA public hearing; (2) adoption of a resolution to become of a member of the CalPFA JPA; and (3) consideration, and, if deemed appropriate, adoption of a resolution approving the issuance of the Obligations by CalPFA for the sole purpose of certifying that the proposed project serves the public interest.

Project Details:

- Project Location: 3093 Finch Road, Modesto, CA 95357 (Assessor Parcel Number associated with G3 Enterprises' 115+ acre parcel)
- Facility Size: Approximately 80,000 square feet of leased space within an existing building
- Operations: 24 hours a day, 320 days per year; fully automated processing of recycled glass to pozzolan
- Employment: Starting with 16 employees and expanding to 25 within 3 years
- Traffic Impact: No retail traffic; approximately 12 truck trips per day for product shipment
- Infrastructure: Facility will use public water and sewer services
- Lighting: LED interior lighting mounted at 25 feet
- Signage: One wall-mounted sign (6' x 4') at 25' height; one entrance-mounted sign (6' x 4') on perimeter fencing
- Restrooms: Available for both employees and drivers/truck visitors

This project aligns with local economic development and environmental sustainability goals by promoting green building materials and job creation without requiring County financial participation.

POLICY ISSUE:

Although the County bears no financial liability for the Obligations, its participation is required under the Tax Equity and Fiscal Responsibility Act (TEFRA) of 1982 to confirm that the proposed project provides a public benefit. This determination is made through a public hearing process. In accordance with Section 147(f) of the Internal Revenue Code of 1986, legal notice of the TEFRA public hearing must be published at least seven days in advance. Notice of the hearing will be posted on the CalPFA's primary website at https://www.calpfa.org/ at least seven days prior to the scheduled hearing date.

FISCAL IMPACT:

The adoption of this resolution and its associated actions will have no financial impact to the County of Stanislaus as a result of this action. The Obligations are to be issued by the CalPFA as conduit revenue bonds for the benefit of AggrePlex of Modesto LLC. The County will have no obligation, liability, or responsibility for the project or the repayment of the Obligations. All financing documents related to the issuance will include clear disclaimers stating that the Obligations are not obligations of the County or the State of California.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services* by providing streamlined and centralized services to businesses in the unincorporated areas of the County.

STAFFING IMPACT:

Existing staff of the Office of the Clerk of the Board of Supervisors, Chief Executive Office, and County Counsel have and will assist in providing necessary support for the TEFRA hearing. There are no other staffing impacts associated with this item.

CONTACT PERSON:

Patrice Dietrich, Chief Operations Officer	(209) 525-6333
Jewel Warr, Deputy Executive Officer	(209) 525-6333

ATTACHMENT(S):

1. TEFRA Notice

BOARD OF SUPERVISORS
COUNTY OF STANISLAUS

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 9:00 a.m., or as soon thereafter as the matter may be heard on July 22, 2025, at Chambers – Basement Level, 1010 10th Street, Modesto, California, 95354 a public hearing will be held by the Board of Supervisors of the County of Stanislaus (the "County") as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority (the "Authority") of exempt facility bonds for a qualified solid waste disposal facility project pursuant to Section 142(a)(6) of the Code in one or more series issued from time to time, and at no time to exceed $30,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or reimburse the acquisition, construction, improvement, equipping, and certain related costs of a solid waste recycling facility located at 3093 Finch Road, in Modesto, California, 95354 (the "Project") to be owned and operated by AggrePlex of Modesto LLC, a limited liability company duly organized and existing under the laws of the State of California, and/or affiliates thereof (the "Borrower").

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the County, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 9:00 a.m., or as soon thereafter as the matter can be heard, and will be held in the Board of Supervisors Chambers, Basement, 1010 10th Street, Modesto, California 95354. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed may attend the public hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from, and written comments should be addressed to, the Clerk of the Board of Supervisors of the County of Stanislaus, 1010 10th Street, Suite 6700, Modesto, CA 95354, (209) 525-4494, cobsupport@stancounty.com.

Dated: July 1, 2025

Attachment: TEFRA Notice (AggrePlex of Modesto, LLC - TEFRA)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Public Works

BOARD AGENDA:5.C.1
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Adopt Plans and Specifications for the Tim Bell Road Over Dry Creek Bridge Replacement Project and Award the Construction Contract to Myers & Sons Construction, LLC.

STAFF RECOMMENDATION:

1. Approve the plans and specifications for the Tim Bell Road over Dry Creek Bridge Replacement Project, Federal Aid Project No. BRLO-5938(189).
2. Award a construction contract to Myers & Sons Construction, LLC., for the Tim Bell Road over Dry Creek Bridge Replacement Project, Federal Aid Project No. BRLO-5938(189).
3. Direct the Auditor-Controller to increase the estimated revenue and appropriation by $27,912,191 in the Public Works Tim Bell Bridge Construction Phase Project legal budget unit, per the attached budget journal.
4. Authorize the Director of Public Works to execute a contract with Myers & Sons Construction, LLC., in the amount of $22,329,753 and to sign necessary documents.
5. Authorize the Director of Public Works to execute change orders, not-to-exceed 10%, in accordance with the Public Contract Code, Sections 20137 and 20142.
6. Authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities upon project completion.
7. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The purpose of the Tim Bell Road over Dry Creek Bridge Replacement Project (Project) is to replace the existing functionally obsolete and structurally deficient bridge. The Tim Bell Road Bridge was built in 1915, and the timber deck was replaced with a galvanized corrugated steel deck in 1979. The existing structure consists of a single reinforced concrete arch with timber spandrels and timber approach spans for a total length of 131 feet and an arch span of 80 feet. The bridge carries traffic off Tim Bell Road across Dry Creek. Tim Bell Road is an isolated rural County road in the eastern part of Stanislaus County, southeast of Oakdale. Tim Bell Road extends north-south connecting State Route 132 on the south with Warnerville Road on the north, a distance of less than ten

miles. The road has a relatively low average daily traffic but is a key arterial roadway in this part of the County due to fewer roads in this area. The closest north-south road to the west is Ellenwood Road, which is about five miles away.

In 2013, the County contracted with HDR Engineering, Inc., to provide environmental documentation services for the project. In 2016 the contract was amended to include engineering design services. The plans, specifications and estimate (PS&E) were recently completed.

National Environmental Protection Agency (NEPA) approval was initially obtained on September 30, 2021, and recertified on July 1, 2024. All required environmental permits were acquired on November 20, 2023. On August 22, 2024, the County received construction funding authorization from the California Department of Transportation (Caltrans) for Federal Aid Project No. BRLO-5938(189).

An invitation to bid was electronically posted on PlanetBids on January 30, 2025. On April 2, 2025, four bids were received electronically and publicly read. The engineer's estimate for the project was $24,245,000. A summary of the bids follows:

CONTRACTOR	BID AMOUNT
Myers & Sons Construction, LLC.	$22,329,753
MCM Construction, Inc.	$22,530,916
Security Paving Company, Inc.	$22,915,738
Golden State Bridge, Inc.	$24,980,606

The low bid is 7.9% below the engineer's estimate. Staff reviewed the bid proposal package from Myers & Sons Construction, LLC., and determined it to be responsive, responsible, and regular in all aspects and recommends awarding a contract in the amount of $22,329,753.

Public Works anticipates construction to begin in September 2025 and to be completed in the fall of 2027.

POLICY ISSUE:

The County's purchasing policy requires Board of Supervisors' approval for contracts exceeding $200,000. This requirement is based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent. Additionally, California Government Code Section 29125 provides that transfers and revisions to the adopted appropriations may be made by an action formally adopted by the Board of Supervisors at a regular or special meeting by four-fifths vote.

FISCAL IMPACT:

The project Tim Bell Road over Dry Creek Bridge Replacement Project is fully funded by the Federal Highway Bridge Program (HBP) and toll credits, with no local match funding required.

Costs associated to assure delivery of this project are in the amount of $27,912,191 as follows:

Construction Contract:	$22,329,753
Contingencies(10%):	$2,232,975
Construction Engineering (15%)*:*	$3,349,463
Total:	**$27,912,191**

Public Works recommends increasing both estimated revenue and appropriations by $27,912,191 within the Public Works Tim Bell Bridge Construction Phase budget unit. This increase in revenue will be fully funded through Federal Highway Bridge Program (HBP) funds. The corresponding appropriation increase includes allocations of $3,202,666 for professional services, $146,797 for intercounty expenditures, and $24,562,728 designated for the bridge construction contract with Myers & Sons Construction, LLC. and construction contingencies.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities *of Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by replacing a structurally deficient and functionally obsolete bridge within Stanislaus County.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David A. Leamon, Public Works Director Telephone: (209) 525-4130

ATTACHMENT(S):

1. Construction Agreement - Myers & Sons Construction, LLC.
2. Available from Clerk - Plans & Specifications
3. Budget Journal
4. Levine Act Disclosure Statement

COUNTY OF STANISLAUS
CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into by and between **Myers & Sons Construction, LLC.,** whose place of business is located at **45 Morrison Avenue, Sacramento, CA 95838** ("Contractor"), and the County of Stanislaus ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. _____adopted on the _____ day of _____, 2025 awarded a construction contract in the amount of $22,329,753.40 to Contractor for the **Tim Bell Road Over Dry Creek Bridge Replacement Project Federal Aid Project No. BRLO-5938(189), County Contract Number 9587 ("Project") at below location ("Site")**

Tim Bell Road, Waterford, CA

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

2.1 **HDR Engineering, Inc.** designed the Project and furnished the Plans and Specifications. **HDR Engineering, Inc.** shall have the rights assigned to Architect/Engineer in the Contract Documents.

2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.

Article 3. Contract Time and Liquidated Damages

3.1 Contractor shall commence Work on the date established in the Notice to Proceed as defined in the specification SC-23, page V-15 Working Days and Legal Holidays. County reserves the right to modify or alter the Commencement Date of the Work.

3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Number **330** Working Days from the date when the Contract Time commences to run as provided in the Agreement.

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

3.3 Liquidated damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Caltrans Standard Specifications.

3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 County shall pay Contractor the Contract Sum **Twenty-Two Million, Three Hundred Twenty-Nine Thousand, Seven Hundred Fifty-Three Dollars and Forty Cents ($22,329,753.40)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid (Exhibit A).

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Contract Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Agreement with the following exhibits
- **Contractors Bid (Exhibit A)**
- **County's Insurance Requirements – (Exhibit B)**
- **Form FHWA-1273 (Exhibit C)**
- **Federal Wage Rates (Exhibit D)**
- **Encroachment Permit (if applicable)**

Public Works Request for Proposal
Contractor's Response
Project Plans
Project Specifications
State Standard Specifications and Standard Plans

Article 7. Indemnity

7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.

7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

8.1 Terms and abbreviations used in this Agreement are defined in Project Specification Special Conditions, Section 1 page V-1: DEFINITIONS AND TERMS and will have the meaning indicated therein.

8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq*.

8.4 The Contract Sum includes all allowances (if any).

8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:
Victoria Dion
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Contractor:
Kanth Sanagapalli
Myers & Sons Construction, LLC.
45 Morrison Avenue
Sacramento, CA 95838

Article 9. Certification Regarding Economic Sanctions Pursuant to California State Executive Order N-6-22

9.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

9.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

9.3 For contracts valued at $5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

COUNTY OF STANISLAUS

By: _____
David A. Leamon, Director
Department of Public Works

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: _____
Donya Nunes
Deputy County Counsel

MYERS & SONS CONSTRUCTION, LLC.

By: Clinton Myers (May 6, 2025 11:56 PDT)
Clinton W. Myers
President

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

EXHIBIT A

Contractor's Bid

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Bid Results

Bidder Details

Vendor Name	Myers & Sons Construction, LLC
Address	45 Morrison Ave Sacramento, California 95838 United States
Respondee	Kanth Sanagapalli
Respondee Title	Estimater
Phone	916-223-8790
Email	estimating@myers-sons.com
Vendor Type	CADIR
License #	1033752

Bid Detail

Bid Format	Electronic
Submitted	04/02/2025 9:54 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	412696

Respondee Comment

Buyer Comment

Attachments

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

File Title	File Name	File Type
1-Part III - Proposal Sheet III.pdf	1-Part III - Proposal Sheet III.pdf	Part III-Proposal Sheet III-1
2. Insursnce Requirements Acknowledgement.pdf	2. Insursnce Requirements Acknowledgement.pdf	Insurance Requirement Acknowledgement
3-PRIME-EEO Cert. Equal Employment Opportunity Certification.pdf	3-PRIME-EEO Cert. Equal Employment Opportunity Certification.pdf	Equal Employment Opportunity Certification (Prime)
Scanned from a Xerox Multifunction Printer.pdf	Scanned from a Xerox Multifunction Printer.pdf	Equal Employment Opportunity Certification (Subs)
5-Non-Discrimination of Individuals With Disabilities.pdf	5-Non-Discrimination of Individuals With Disabilities.pdf	Non-Discrimination of Individuals with Disabilities
6-Non-Collusion Affidavit.pdf	6-Non-Collusion Affidavit.pdf	Non-Collusion Affidavit
7-Public Contract Code.pdf	7-Public Contract Code.pdf	Public Contract Code
8-Debarment & Suspension Certification.pdf	8-Debarment & Suspension Certification.pdf	Debarment & Suspension Certification
9-Exhibit 10-Q Disclosure of Lobbying Activities.pdf	9-Exhibit 10-Q Disclosure of Lobbying Activities.pdf	Exhibit 10-Q Disclosure of Lobbying Activities
10-W-9 Form.pdf	10-W-9 Form.pdf	W-9 Form
11-Proposal Signature Page.pdf	11-Proposal Signature Page.pdf	Proposal Signature Sheet
12-California Levine Act Disclosure Statement.pdf	12-California Levine Act Disclosure Statement.pdf	California Levine Act Disclosure Statement
12B -Exhibit 12-B List of Subcontractors (DBE and Non-DBE).pdf	12B -Exhibit 12-B List of Subcontractors (DBE and Non-DBE).pdf	12-B Bidder's List of Subcontractors

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Subcontractors

Showing 7 Subcontractors

Name & Address	Desc	License Num	Amount	Type
Arctos Erosion Control 9883 Kent St Elk Grove, California 95624	Erosion Control	1056119	$233,700.00	FSD, SBE, WBE
Bay Cities Paving & Grading, Inc 1450 Civic Court Bldg B #400 Concord, California 94520	Grading/Paving/Undergrou	238650	$1,606,122.86	CADIR
C&N Reinforcing 39 Treasure Island Rd 16C San Francisco, California 94130	F&I Rebar	1052018	$1,727,251.92	
MIDSTATE BARRIER, INC. 3291 SOUTH HIGHWAY 99 P.O. BOX 30550 STOCKTON, California 95215	Bridge Railing	529261	$1,270,392.00	FSD, SBE, CADIR
Schwager Davis, Inc. 198 Hillsdale Avenue San Jose, California 95136	Post Tensioning	492582	$367,497.00	CADIR
W.C. Maloney, LLC PO Box 30326 Stockton, California 95213	Demo	718243	$292,134.00	
West Coast Drilling PO Box 254 Pinole, California 94564	CIDH, Isolation Casing	664239	$2,894,270.00	SBE, DBE, WBE, MBE

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Line Items

Discount Terms No Discount

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Imported Items							$22,329,753.40		
1	050001A		Construction Staking and Monument Preservation	LS	1	$40,000.00	$40,000.00	Yes	
2	066105		Resident Engineers Office	LS	1	$125,000.00	$125,000.00	Yes	
3	0		0	0	0	$0.00	$0.00	Yes	
4	0		0	0	0	$0.00	$0.00	Yes	
5	0		0	0	0	$0.00	$0.00	Yes	
6	066916		Annual Construction General Permit Fees	LS	1	$1,000.00	$1,000.00	Yes	
7	070018		Time Related Overhead	LS	1	$1,800,000.00	$1,800,000.00	Yes	
8	070030		Lead Compliance Plan	LS	1	$10,400.00	$10,400.00	Yes	
9	080050		Progress Schedule (Critical Path Method)	LS	1	$15,000.00	$15,000.00	Yes	
10	100100		Develop Water Supply	LS	1	$20,000.00	$20,000.00	Yes	
11	120090		Construction Area Signs	LS	1	$15,000.00	$15,000.00	Yes	
12	120120		Type III Barricade	EA	2	$700.00	$1,400.00	Yes	
13	120205		Flashing Beacon (Portable)	EA	2	$3,500.00	$7,000.00	Yes	
14	129000		Temporary Railing (Type K)	LF	60	$150.00	$9,000.00	Yes	
15	130100		Job Site Management	LS	1	$80,000.00	$80,000.00	Yes	
16	130301		Stormwater Pollution Prevention Plan	LS	1	$40,000.00	$40,000.00	Yes	
17	130320		Storm Water Sampling and Analysis Day	EA	39	$400.00	$15,600.00	Yes	
18	130330		Storm Water Annual Report	EA	2	$2,000.00	$4,000.00	Yes	
19	130500		Temporary Erosion Control Blanket	SQYD	8200	$5.85	$47,970.00	Yes	
20	130530		Temporary Hydraulic Mulch (Bonded Fiber Matrix)	SQYD	28400	$0.55	$15,620.00	Yes	
21	130610		Temporary Check Dam	LF	280	$5.50	$1,540.00	Yes	
22	130620		Temporary Drainage Inlet Protection	EA	14	$200.00	$2,800.00	Yes	
23	130640		Temporary Fiber Roll	LF	5700	$3.25	$18,525.00	Yes	
24	130670		Temporary Reinforced Silt Fence	LF	1920	$8.75	$16,800.00	Yes	
25	130710		Temporary Construction Entrance	EA	4	$6,000.00	$24,000.00	Yes	
26	130730		Street Sweeping	LS	1	$30,000.00	$30,000.00	Yes	
27	130900		Temporary Concrete Washout	EA	1	$25,000.00	$25,000.00	Yes	
28	131103		Water Quality Sampling and Analysis Day	EA	213	$400.00	$85,200.00	Yes	
29	131104		Water Quality Monitoring Report	EA	5	$500.00	$2,500.00	Yes	
30	131105		Water Quality Annual Report	EA	2	$2,000.00	$4,000.00	Yes	
31	146002		Contractor Supplied Biologist	LS	1	$125,000.00	$125,000.00	Yes	
32	146003		Natural Resource Protection Plan	LS	1	$4,000.00	$4,000.00	Yes	
33	160110		Temporary High-Visibility Fence	LF	3800	$3.25	$12,350.00	Yes	
34	160120		Remove Trees	EA	17	$2,200.00	$37,400.00	Yes	
35	160121A		Remove Orchard Trees	EA	93	$650.00	$60,450.00	Yes	
36	170103		Clearing and Grubbing	LS	1	$35,000.00	$35,000.00	Yes	
37	190101		Roadway Excavation	CY	4163	$102.00	$424,626.00	Yes	
38	192003		Structure Excavation (Bridge)	CY	1583	$300.00	$474,900.00	Yes	
39	192037		Structure Excavation (Retaining Wall)	CY	665	$285.00	$189,525.00	Yes	
40	193003		Structure Backfill (Bridge)	CY	899	$185.00	$166,315.00	Yes	
41	193013		Structure Backfill (Retaining Wall)	CY	610	$175.00	$106,750.00	Yes	
42	194001		Ditch Excavation	CY	114	$215.00	$24,510.00	Yes	
43	198215		Subgrade Enhancement Geogrid	SQYD	2595	$10.00	$25,950.00	Yes	
44	200112A		Boulder Plaque Installation	EA	1	$1,000.00	$1,000.00	Yes	
45	210280		Rolled Erosion Control Product (Blanket)	SQFT	60760	$0.60	$36,456.00	Yes	
46	210300		Hydromulch	SQFT	303000	$0.04	$12,120.00	Yes	
47	210350		Fiber Rolls	LF	6060	$4.05	$24,543.00	Yes	
48	210430		Hydroseed	SQFT	244000	$0.19	$46,360.00	Yes	
49	260203		Class 2 Aggregate Base	CY	1193	$115.00	$137,195.00	Yes	

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	390132		Hot Mix Asphalt (Type A)	TON	1101	$145.00	$159,645.00	Yes	
51	398000		Remove Asphalt Concrete Pavement	CY	485	$66.00	$32,010.00	Yes	
52	398300		Remove Base and Surfacing	CY	296	$85.00	$25,160.00	Yes	
53	490603		24" Cast-In-Drilled-Hole Concrete Piling	LF	4485	$525.00	$2,354,625.00	Yes	
54	490611		72" Cast-In-Drilled-Hole Piling	LF	360	$3,300.00	$1,188,000.00	Yes	
55	500001		Prestressing Cast-In-Place Concrete	LS	1	$400,000.00	$400,000.00	Yes	
56	510051		Structural Concrete, Bridge Footing	CY	307	$1,100.00	$337,700.00	Yes	
57	510053		Structural Concrete, Bridge	CY	1103	$2,100.00	$2,316,300.00	Yes	
58	510054		Structural Concrete, Bridge (Polymer Fiber)	CY	1923	$1,740.00	$3,346,020.00	Yes	
59	510060		Structural Concrete, Retaining Wall	CY	233	$1,725.00	$401,925.00	Yes	
60	510094		Structural Concrete, Drainage Inlet	CY	16	$4,500.00	$72,000.00	Yes	
61	519091		Joint Seal (MR 1 ")	LF	30	$105.00	$3,150.00	Yes	
62	519094		Joint Seal Assembly (MR 3 ")	LF	30	$700.00	$21,000.00	Yes	
63	519095		Joint Seal Assembly (MR 4")	LF	60	$700.00	$42,000.00	Yes	
64	520102		Bar Reinforcing Steel (Bridge)	LB	1087476	$1.60	$1,739,961.60	Yes	
65	520103		Bar Reinforcing Steel (Retaining Wall)	LB	38384	$1.80	$69,091.20	Yes	
66	520115		Bar Reinforcing Steel (Galvanized)	LB	3346	$4.60	$15,391.60	Yes	
67	520120		Headed Bar Reinforcement	EA	1048	$20.00	$20,960.00	Yes	
68	600097		Bridge Removal	LS	1	$275,000.00	$275,000.00	Yes	
69	610300		Concrete Backfill (Pipe Trench)	CY	29	$625.00	$18,125.00	Yes	
70	650014		18" Reinforced Concrete Pipe	LF	95	$380.00	$36,100.00	Yes	
71	650018		24" Reinforced Concrete Pipe	LF	258	$250.00	$64,500.00	Yes	
72	665012		12" Corrugated Steel Pipe (.079" Thick)	LF	120	$140.00	$16,800.00	Yes	
73	705204		18" Concrete Flared End Section	EA	1	$2,176.00	$2,176.00	Yes	
74	705206		24" Concrete Flared End Section	EA	1	$2,305.00	$2,305.00	Yes	
75			County of Stanislaus Catch Basin Alternative	EA	1	$16,300.00	$16,300.00	Yes	
76			County of Stanislaus Raised Corrugated Metal Pipe Inlet	EA	1	$7,000.00	$7,000.00	Yes	
77			County of Stanislaus Storm Drain Manhole	EA	1	$30,000.00	$30,000.00	Yes	
78			Imported Biofiltration Soil	CY	169	$385.00	$65,065.00	Yes	
79	710132		Remove Culvert (LF)	LF	31	$115.00	$3,565.00	Yes	
80	721420		Concrete (Ditch Lining)	CY	12	$2,000.00	$24,000.00	Yes	
81	722020		Gabion	CY	300	$350.00	$105.000.00	Yes	
82	723060		Rock Slope Protection (300 lb, Class IV, Method B) (CY)	CY	230	$425.00	$97,750.00	Yes	
83	723080		Rock Slope Protection (60 lb, Class II, Method B) (CY)	CY	353	$395.00	$139,435.00	Yes	
84	729011		Rock Slope Protection Fabric (Class 8)	SQYD	1300	$10.00	$13,000.00	Yes	
85	731502		Minor Concrete (Miscellaneous Construction)	CY	0.4	$3,000.00	$1,200.00	Yes	
86	731503A		Minor Concrete (Vegetation Control)	CY	10	$1,550.00	$15,500.00	Yes	
87	750001		Miscellaneous Iron and Steel	LB	1587	$5.50	$8,728.50	Yes	
88	750042		Isolation Casing (Corrugated Steel Pipe)	LB	22505	$7.00	$157,535.00	Yes	
89	750501		Miscellaneous Metal (Bridge)	LB	6454	$16.00	$103,264.00	Yes	
90	750503A		Miscellaneous Metal (Pipe Shear Key)	LB	3979	$35.00	$139,265.00	Yes	
91	750505		Bridge Deck Drainage System	LB	3122	$30.00	$93,660.00	Yes	
92	780401A		Architectural Treatment (River Rock Finish)	SF	6950	$15.00	$104,250.00	Yes	
93	782120		Relocate Mailbox	EA	1	$700.00	$700.00	Yes	
94	800001		Fence (Type BW, Metal Post)	LF	1729	$27.00	$46,683.00	Yes	
95	800360		Chain Link Fence (Type CL-6)	LF	313	$70.00	$21,910.00	Yes	
96	803030		Remove Fence (Type BW)	LF	777	$5.00	$3,885.00	Yes	
97	803060		Remove Gate	EA	1	$15,000.00	$15,000.00	Yes	
98	810230		Pavement Marker (Retroreflective)	EA	156	$8.50	$1,326.00	Yes	
99	820134		Object Marker (Type F)	EA	4	$500.00	$2,000.00	Yes	

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
100	820230		Remove Sign	EA	13	$200.00	$2,600.00	Yes	
101	820590		Relocate Roadside Sign	EA	1	$300.00	$300.00	Yes	
102	820690		Furnish Formed Panel Sign (Roadside)	SQFT	24	$35.00	$840.00	Yes	
103	820840		Roadside Sign - One Post	EA	4	$700.00	$2,800.00	Yes	
104	833094		Tubular Bicycle Railing	LF	1916	$60.00	$114,960.00	Yes	
105	839543		Transition Railing (Type WB-31)	EA	4	$9,000.00	$36,000.00	Yes	
106	839585		Alternative Flared Terminal System	EA	4	$4,900.00	$19,600.00	Yes	
107	839806A		California Bridge Rail (ST-75) (MOD)	LF	2288	$560.00	$1,281,280.00	Yes	
108	839807A		California Bridge Rail (ST-75B) (MOD)	LF	225	$325.00	$73,125.00	Yes	
109	846007		6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	7446	$2.75	$20,476.50	Yes	
110	999990		Mobilization	LS	1	$2,200,000.00	$2,200,000.00	Yes	

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Line Item Subtotals

Section Title	Line Total
Imported Items	**$22,329,753.40**
Grand Total	**$22,329,753.40**

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

EXHIBIT B

County Insurance Requirements

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

EXHIBIT B

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which any insurer of Contractor may acquire against the County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety,

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

_____ Exempt from Auto – By initialing, I certify Contractor's officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

_____ Exempt from WC – By initialing, I certify Contractor is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Clinton Myers Date: 05/06/2025

Signature: Clinton Myers (May 6, 2025 11:56 PDT) Date: 05/06/2025

Vendor Name: Myers & Sons Contruction, LLC.

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: Derick Holt Derick Holt (May 2, 2025 14:35 PDT) Date: _____

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

EXHIBIT C

Form FHWA-1273-Revised October 23, 2023

Required Contract Provisions Federal-Aid Construction Contracts

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

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(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

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2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

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the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

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mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT D

Federal Wage Rates

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

"General Decision Number: CA20250018 03/21/2025

Superseded General Decision Number: CA20240018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

	on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/07/2025
6	03/21/2025

ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	$ 34.56	11.40

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Area 2.....$ 36.53 9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07
Area 2	$ 64.56	25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 42.06	19.80

BRCA0003-003 08/01/2024

	Rates	Fringes
MARBLE MASON	$ 61.72	30.31

BRCA0003-005 05/01/2024

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 44.93	20.98
TERRAZZO WORKER/SETTER	$ 60.58	29.79

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 37.75	19.28
Area 2	$ 34.76	19.22
Area 3	$ 32.68	18.32
Tile Layer		
Area 1	$ 59.92	22.62
Area 2	$ 55.17	22.52
Area 3	$ 50.28	22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Bridge Builder/Highway
Carpenter.....$ 60.39 33.52
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 60.54 33.52
Journeyman Carpenter.....$ 60.39 33.52
Millwright.....$ 60.49 35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Drywall Installers/Lathers:
Area 1.....$ 52.65 31.26
Area 2.....$ 46.77 31.26
Area 3.....$ 47.27 31.26
Area 4.....$ 45.92 31.26
Drywall Stocker/Scrapper
Area 1.....$ 26.33 18.22
Area 2.....$ 23.39 18.22
Area 3.....$ 23.64 18.22
Area 4.....$ 22.97 18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2024

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 57.18	3%+27.15
Technician	$ 65.76	3%+27.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 91.25	3%+45.315

ELEC0100-002 03/01/2025

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 49.00	29.62

ELEC0100-005 12/01/2024

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems).

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/23/2024

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 68.16	31.29
Zone B	$ 74.98	31.50

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 03/01/2025

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 74.54	36.09
ELECTRICIAN	$ 66.26	35.84

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

(including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 100.25	46.72
ELECTRICIAN	$ 87.17	46.33

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	28.35
Technician	$ 65.18	28.61

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 84.18	3%+44.68
ELECTRICIAN	$ 73.20	3%+44.68

ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work	$ 51.92	3%+30.48
(2) All other work	$ 49.45	3%+30.48

ELEC0595-006 12/01/2024

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	3%+26.65
Technician	$ 65.18	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	3%+26.65
Technician	$ 52.07	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2024

SAN MATEO COUNTY

	Rates	Fringes

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

ELECTRICIAN.....$ 82.00 48.05

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 48.50	30.09

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.26
(3) Groundman	$ 40.76	21.76
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 84.05	38.435+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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* ENGI0003-001 07/01/2024

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 64.15	30.89
GROUP 2	$ 62.62	30.89
GROUP 3	$ 61.14	30.89
GROUP 4	$ 59.76	30.89
GROUP 5	$ 58.49	30.89
GROUP 6	$ 57.17	30.89
GROUP 7	$ 56.03	30.89
GROUP 8	$ 54.89	30.89
GROUP 8-A	$ 52.68	30.89
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 3
Cranes.....$ 48.80 31.15
Hydraulic.....$ 44.44 31.15
Oiler.....$ 42.55 31.15
Truck crane oiler.....$ 44.83 31.15
GROUP 4
Cranes.....$ 45.76 31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)
GROUP 1
Lifting devices.....$ 52.64 31.15
Oiler.....$ 43.38 31.15
Truck Crane Oiler.....$ 45.66 31.15
GROUP 2
Lifting devices.....$ 50.82 31.15
Oiler.....$ 43.11 31.15
Truck Crane Oiler.....$ 45.41 31.15
GROUP 3
Lifting devices.....$ 49.14 31.15
Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 1	$ 60.25	30.89
GROUP 1-A	$ 62.72	30.89
GROUP 2	$ 58.99	30.89
GROUP 3	$ 57.66	30.89
GROUP 4	$ 56.52	30.89
GROUP 5	$ 55.38	30.89
UNDERGROUND:		
GROUP 1	$ 60.15	30.89
GROUP 1-A	$ 62.62	30.89
GROUP 2	$ 58.89	30.89
GROUP 3	$ 57.56	30.89
GROUP 4	$ 56.42	30.89
GROUP 5	$ 55.28	30.89

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar;

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor;

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 51.23	39.55
AREA 2:		
(1) Leverman	$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 57.65	39.55
(3) Booster Pump		

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 56.53 39.55
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 53.23 39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Area 1: Except Eastern part
Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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* IRON0377-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 55.33	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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* IRON0377-003 01/01/2025

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 45.78	26.51

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Ornamental, Reinforcing
and Structural.....$ 55.83 35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2025

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 37.75	29.69
Area 2	$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72
GROUP 3.....	$ 45.41	27.72
GROUP 4.....	$ 44.96	27.72
GROUP 5.....	$ 44.42	27.72
Shotcrete Specialist.....	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty		
Period	$ 29.94	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush

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shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work;

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and

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piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 40.68	29.68

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

(except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty		
Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 1-g	$ 36.70	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types

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(except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on

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slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30

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GROUP 3.....$ 35.37 27.30
GROUP 4.....$ 35.25 27.30
LABORER (WRECKING - AREA B:)
GROUP 1.....$ 35.50 27.30
GROUP 2.....$ 35.35 27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun;

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Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2025

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 53.38	28.04

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour

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[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2025

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 63.76	32.69
AREA 2	$ 59.63	31.29

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 43.45	22.80

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2025

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 57.00	28.04

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

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	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 85.50	48.98

PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes

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Landscape/Irrigation Fitter
(Underground/Utility Fitter).....$ 72.68 32.91

PLUM0062-001 01/01/2025

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....$	55.00	42.35

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....$	65.28	48.04
(2) All other work.....$	66.17	48.04

PLUM0246-001 01/01/2025

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....$	51.65	41.59

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* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....$	13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting

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of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

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	Rates	Fringes
PLUMBER & STEAMFITTER	$ 55.95	37.64

PLUM0467-001 07/01/2024

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 83.75	40.65

ROOF0027-002 09/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 45.76	16.86

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 55.30	22.97

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

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	Rates	Fringes
ROOFER	$ 49.65	22.19

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 78.94	39.10

SFCA0669-011 01/01/2025

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 46.42	28.42

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

SHEET METAL WORKER
AREA 1:
Mechanical Contracts
under $200,000.....$ 55.92 45.29
All Other Work.....$ 64.06 46.83
AREA 2.....$ 52.90 36.44
AREA 3.....$ 55.16 34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

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	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.54	33.25
GROUP 2	$ 41.84	33.25
GROUP 3	$ 42.14	33.25
GROUP 4	$ 42.49	33.25
GROUP 5	$ 42.84	33.25

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

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GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

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contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the

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classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

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The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

GUARANTEE

TO: The County of Stanislaus ("County"), for the Tim Bell Road Over Dry Creek Bridge Replacement Project Federal Aid Project No. BRLO-5938(189), County Contract Number 9587.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

(SIGNATURE ON NEXT PAGE)

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: 05/06/2025

MYERS & SONS CONSTRUCTION, LLC.

By: Clinton Myers (May 6, 2025 11:56 PDT)
Signature

Clinton W. Myers
Print Name

President
Title

45 Morrison Avenue
Street Address

Sacramento, CA 95838
City, State, Zip code

END OF GUARANTEE

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

LABOR LAW REQUIREMENTS AND CERTIFICATION
for
Tim Bell Road Over Dry Creek Bridge Replacement
Federal Project No. BRLO-5938(189)
County Contract No. 9587

The Federal and State labor law requirements and County labor compliance requirements applicable to this contract are composed of but not limited to the following items:

(1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;

(2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;

(3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;

(4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);

(5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;

(6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;

(7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;

(8) The requirement to list all subcontractors under Public Contracts Code Section 4104;

(9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;

(10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;

(11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

(12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;

(13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.

(14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.

(15) The acknowledgement that this project is subject to monitoring and enforcement by the California Department of Industrial Relations.

(16) The requirement to post at each job site applicable prevailing wage determinations and the notice required by 8 Cal. Code Reg.§16451(d).

CERTIFICATION:
I acknowledge that I have been informed and am aware of the foregoing requirements.

MYERS & SONS CONSTRUCTION, LLC.
Contractor

By: Clinton Myers (May 6, 2025 11:56 PDT)
Signature

Clinton W. Myers
Print Name

President
Title

Date: 05/06/2025

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

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

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities,

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ACKNOWLEDGE:

Date: 05/06/2025

Contractor: Myers & Sons Construction, LLC.

By: Clinton Myers (May 6, 2025 11:56 PDT)
Signature

Clinton W. Myers
Print Name

President
Title

Attachment: Construction Agreement - Myers & Sons Construction, LLC. (Tim Bell Road Bridge - Construction Contract Award)

AVAILABLE FROM THE CLERK

Plans & Specifications for the

Tim Bell Road over Dry Creek Bridge

Replacement Project

Attachment: Available from Clerk - Plans & Specifications (Tim Bell Road Bridge - Construction Contract Award)

ORACLE

Budget Adjustment Template

Budget Entry Identifier (For department tracking only)		Agenda Item 7171- Tim Bell over Dry Crk Bridge Replacement

*SC_FUND[..] (4 char)	*SC_COST CENTER[..] (7 char)	*SC_ACCOUNT[..] (5 char)	*SC_PROJECT[..] (7 char)	*SC_LOCATION[..] (6 char)	*SC_MISC[..] (6 char)	*SC_INTERFUND[..] (4 char)	*SC_FUTURE[..] (5 char)	Increase to Expense, Decrease to Revenue	Decrease to Expense, Increase to Revenue	Net Increase/(Decrease)	Comment
2260	0040520	28800	0000000	000000	055059	0000	00000		27,912,191	27,912,191	Increase - Federal Other
2260	0040520	63000	0000000	000000	055059	0000	00000	3,202,666		3,202,666	Increase - Professional Services
2260	0040520	74220	0000000	000000	055059	0000	00000	146,797		146,797	Increase - Intrafund PW Engineering
2260	0040520	84010	0000000	000000	055059	0000	00000	24,562,728		24,562,728	Increase - Bridges
										-	
										-	
										-	
Total								27,912,191	27,912,191	55,824,382	

Explanation: Increase estimated revenue and appropriations by $27,912,191 for Tim Bell over Dry Creek Bridge Replacmentt in the PW Road ConstructionProject budget unit

Requesting Department	CEO	Auditor-Controller's Office
Janelle Kostlivy	Patrick Cavanah	Christopher L Barnes
Prepared by	Approved By	Approved By
05.20.25	6/4/2025	6/6/2025
Date	Date	Date

Attachment: Budget Journal (Tim Bell Road Bridge - Construction Contract Award)

COMPLETE & RETURN THIS PAGE*

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $250 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $250 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

> An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
> (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
> (2) Serve as a member of a board or commission;
> (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
> (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials-list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?
   ☐ *YES* ☑ *NO*

   - If YES, please identify the person(s) or agent(s) making the contribution:

     N/A

   - If YES, please identify the County Officer receiving the contribution:

     N/A

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ *YES* ☑ *NO*

   - If YES, please identify the person(s) or agent(s) making the contribution:

     N/A

   - If YES, please identify the County Officer receiving the contribution:

     N/A

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Attachment: Levine Act Disclosure Statement (Tim Bell Road Bridge - Construction Contract Award)

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:	Date Signed: 3/28/2025
Print Name: Clinton W. Myers	
Title: President	
Company: Myers & Sons Construction LLC	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number:	RFP/Bid Title:

Attachment: Levine Act Disclosure Statement (Tim Bell Road Bridge - Construction Contract Award)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Public Works

BOARD AGENDA:5.C.2
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Award a Contract for All-Inclusive Roadway Engineering and Project Delivery Services to Dokken Engineering Inc., for the Del Puerto Canyon Road Slope Repair Project

STAFF RECOMMENDATION:

1. Award a contract for All-Inclusive Design Engineering and Project Delivery Services to Dokken Engineering, Inc., for the Del Puerto Canyon Road Slope Repair Project.
2. Authorize the General Services Agency Director/Purchasing Agent to execute a contract with Dokken Engineering, Inc., in the amount of $665,193 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.

DISCUSSION:

The Del Puerto Canyon Road Slope Repair Project is located in Stanislaus County on Del Puerto Canyon Road near postmile 13, which is approximately 13 miles west of Interstate 5. Del Puerto Canyon Road is a two-lane major collector located in Stanislaus County just west of the City of Patterson. The road has an Average Daily Traffic (ADT) volume of 250 vehicles per-day and is designated as a Federal Aid Route that connects Stanislaus County to Santa Clara County. There are many residents in the Del Puerto Canyon area and Del Puerto Canyon Road is the only means of access in and out of the area. As such, usability of Del Puerto Canyon Road is vital for residents of the area for access, emergencies, and evacuations.

Sometime in April 2023, after the storm event in March 2023, staff noticed that a 100-yard section of Del Puerto Canyon Road was settling. A few weeks after the initial settling, staff noticed large visible transverse cracks and longitudinal cracks on the pavement. Due to the observed settling and cracks, Public Works was concerned of the potential imminent failure of the roadway and hillside and immediately contacted ENGEO, Inc. It was initially thought that the road fill was settling, and the hillside was not sliding. As such, the road remained open. The initial plan was for staff to perform drainage improvement work and coordinate with ENGEO, Inc., for permanent repairs. ENGEO, Inc., installed inclinometers to monitor the slope movement until the repairs would be made.

Between the first inclinometer reading at the end of September 2023 and March 2024, there was significant movement in the slope. There was so much movement that an inclinometer sheared off. In late March 2024, ENGEO, Inc., informed the County that

the road was sitting on a bedrock slide that is approximately 40 feet below the ground surface. ENGEO, Inc., also expressed the urgency of the repair and informed the County that a failure of the roadway is possible. In response to the situation, Public Works reduced the stretch of road from two lanes to one lane as well as worked with the Stanislaus County Parks & Recreation Department for continued monitoring of the cracks.

The initially planned repairs would no longer be sufficient since they only addressed road base settlement. The new repairs would need to include slope stabilization measures in addition to repairing the roadway. The cost of slope stabilization is significantly more than repairing settlement only. To obtain the needed extra funding for design and construction, Public Works submitted revised Damage Assessment Forms (DAF) to the California Department of Transportation (Caltrans) for Federal Highway Administration (FHWA) approval. The latest revised DAF funding was approved by FHWA on March 11, 2025.

While the County was pending approval of the DAFs, a Request for Proposal was advertised to engineering consulting firms for services on the Del Puerto Canyon Road Slope Repair Project. The Request for Proposal was advertised on July 29, 2024, and the scope of services included:

- Project Management
- Public Outreach
- Topographic and Boundary Survey
- Design Alternative Studies
- Environmental Services
- Comprehensive Engineering Services
- Right of Way Services
- Utility Design, Coordination, and Relocation Services
- Plans, Specifications, and Estimate
- Bidding, Construction Support, and Estimate

On August 26, 2024, proposals were received from the TYLin Group and Dokken Engineering Inc. The proposals were evaluated based on qualifications only. Along with the proposal, the consultant fees were submitted in a separate, sealed envelope, and were not part of the evaluation process.

The proposals were evaluated based on the following evaluation criteria:

- Understanding of the work to be done
- Experience with similar kinds of work
- Quality of staff for work to be done
- Capability of developing innovative or advanced techniques
- Familiarity with state and federal procedures
- Financial responsibility

- Demonstrated technical ability

Staff reviewed, evaluated, and ranked the consultants based on the above criteria, in the following order:

1. Dokken Engineering, Inc.
2. TYLin International

Staff selected Dokken Engineering Inc., as the most qualified consultant based on the results of the selection criteria. The ranking and notice to award were sent to all participants on September 10, 2024. No protest was received by the deadline date.

Staff clarified the scope, negotiated the fee, and recommends awarding a contract in the amount of $665,193 to Dokken Engineering, Inc.

POLICY ISSUE:

The County's purchasing policy requires Board of Supervisors' approval for contracts exceeding $200,000. This requirement is based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

Cost associated to assure delivery of preliminary engineering for this project are in the amount of $815,000

Preliminary Engineering Contract	$665,193
Preliminary Engineering (Staff)	$149,807
Total:	**$815,000**

The total preliminary engineering phase $815,000 will be funded with Federal Highway Administration (FHWA) Emergency Relief Program funds at a reimbursable rate of 88.53%, totaling $721,519, and 11.47%, or $93,481, in Measure L local match funds. The appropriations of local match funds have been budgeted in the 2026 Public Works Road and Bridge Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by stabilizing a slope and reconstructing an existing roadway.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David A. Leamon, Public Works Director Telephone: (209) 525-4130

ATTACHMENT(S):

1. Professional Services Agreement - Dokken Engineering
2. Levine Act Disclosure Statement

COUNTY OF STANISLAUS

Professional Services Agreement

THIS AGREEMENT is made and entered into on this ____day of _____, 2025, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Dokken Engineering, hereinafter referred to as "CONSULTANT".

Scope of Services

Environmental studies, engineering right of way, permitting and utility coordination necessary to obtain ready to advertise plans, specification, and estimates

Consultants Compensation

Not to exceed $665,192.73

Start Date – Expiration Date

June 10, 2025, through June 9, 2027

Contract Provisions

Section 1: Caltrans Mandatory Fiscal and Federal Provisions

Section 2: Stanislaus County Provisions
Exhibit A: Scope of Service
Exhibit B: Insurance Requirements
Exhibit C: Cost Proposal

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows.

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

5.C.2.a

SECTION 1

Exhibit 10-R:

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Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

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Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
Dokken Engineering, Inc.

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Rosa Griggs. The name of the "LOCAL AGENCY" is as follows:
Stanislaus County Department of Public Works

The Contract Administrator for LOCAL AGENCY will be Nathan Machado.

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated August 26, 2024. The approved CONSULTANT's Cost Proposal is attached hereto **Exhibit C** and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services
The required Consultant services are described in the project Request for Proposal and outlined in the Consultant's Scope of Work as submitted in the proposal.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way
Right of Way services will be performed as outlined in the Request for Proposals and the consultant proposed Scope of Services.

C. Surveys
Land Surveying services will be performed as outlined in the Request for Proposals and the consultant proposed Scope of Services.

D. Subsurface Investigations
Subsurface investigations, such as Geotechnical and Archaeological services, will be performed as outlined in the Request for Proposals and the consultant proposed Scope of Services.

E. Local Agency Obligations

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

The County will provide to the CONSULTANT, for reference, any and all existing record files, drawings, and technical studies for the project site as they are available.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
The CONSULTANT will be required to check shop drawings, if applicable to the project, as described and outlined in the Construction Support scope of work.

H. CONSULTANT Services During Construction
The CONSULTANT will be required to support the project during the construction phase, as described and outlined in the Construction Support Scope of work.

I. Documentation and Schedules
The CONSULTANT will be required to submit monthly schedule updates along with various technical reports, drawings, exhibits, engineered drawings, and specifications as outlined in the consultant Scope of Work.

J. Deliverables and Number of Copies
The CONSULTANT will be required to submit monthly schedule updates along with various technical reports, drawings, exhibits, engineered drawings, and specifications as outlined in the consultant Scope of Work.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on June 10, 2025, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on June 9, 2027, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **$665,192.73**. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Stanislaus County Department of Public Works/Nathan Machado
machadon@stancounty.com

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $**665,192.73**.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

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ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

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Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

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E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable

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property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall

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be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

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2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during

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which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

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CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and

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4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 19%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

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C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

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6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Description of scope of work and cost proposal

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- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
   - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
   - Solicitations of DBEs for performance of work identified
   - Correspondence with interested DBEs that may have included contract details and requirements
   - Negotiation efforts with DBEs that reflect why an agreement was not reached
   - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
   - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
   - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

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If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

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these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

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of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

   For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

   1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
   2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
   3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

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C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

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business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

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Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY'S attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

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ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

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f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

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(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

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over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

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public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Dokken Engineering

Rosa Griggs, PE, Project Manager

110 Blue Ravine Road, Suite 200

Folsom, CA 95630

LOCAL AGENCY:

Stanislaus County Depart. Of Public Works

Nathan Machado, Civil Engineer , Contract Administrator

1716 Morgan Road

Modesto, CA 95358

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SECTION 2

STANISLAUS COUNTY PROVISIONS
PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and Dokken Engineering ("Consultant"), on Del Puerto Canyon Slope Repair Project Federal Aid Project No.: ER-15J9 (192) (the "Agreement").

Recitals

WHEREAS, the County has a need for services involving environmental studies, engineering right of way, permitting and utility coordination necessary to obtain ready to advertise plans, specification, and estimates;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit A.** If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 If the Consultant deems it appropriate to retain a consultant, expert or investigator in

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connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's approval of such subconsultant. Any consultant, expert or investigator employed by the Consultant will be at Consultant's sole cost and expense, and will be the agent of the Consultant, not the County.

1.6 Upon the mutual agreement, the Consultant and other County departments or other local agencies may contract directly with Consultant for similar scope of work on the substantially the same terms and conditions set forth herein.

2. Consideration

2.1 Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in **Exhibit A** attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 This Agreement shall commence on June 10, 2025, and shall terminate on June 2, 2027.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-defaulting party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days' prior written notice without cause. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 Upon written notice to Consultant, the County may terminate this Agreement upon the occurrence of Consultant's bankruptcy or the sale of Consultant's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in **Exhibit A** must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates

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and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached **Exhibit B.**

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors. This obligation shall survive termination of this Agreement.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as consultants and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in **Exhibit A**, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees,

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agents, representatives or subcontractors are, and shall represent and conduct themselves as, consultants and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as a consultant and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As a consultant, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

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11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County:	To Consultant:
Stanislaus County Depart. of Public Works	Dokken Engineering
Attn: Nathan Machado, Civil Engineer	Attn: Rosa Griggs, PE Project Manager
1716 Morgan Road	110 Blue Ravine Road, Suite 200
Modesto, CA 95358	Folsom, CA 95630

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

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Consultant confirms that it has not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to another other in connection with this Agreement. Consultant affirms that this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over others in the award of this Agreement. Consultant acknowledges the following "safe harbor" provisions of Government Code Section 1097.6:

> "Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement."

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

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21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Consultant's obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Consultant and enforceable in accordance with its terms.

23. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

24. Certification Regarding Economic Sanctions -- California Executive Order N-6-22

24.1 Consultant shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

24.3 For contracts valued at five million ($5,000,000) or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

25. Debarment

Consultant represents and warrants that neither Consultant nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Consultant shall provide immediate written notice to the County if, at any time Consultant learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into

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this Agreement. If it is later determined that Consultant knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By:_____
Andrew Johnson
GSA Director / Purchasing Agent

"County"

APPROVED: BOS Resolution #_____

APPROVED AS TO CONTENT
Department of Public Works

By:_____
David A. Leamon
Director

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

By:_____
Donya Nunes
Deputy County Counsel

DOKKEN ENGINEERING

By: Matthew Griggs
Matthew Griggs, PE
Vice President

"Consultant"

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EXHIBIT A

1. Scope of Work

Environmental studies, engineering right of way, permitting and utility coordination necessary to obtain ready to advertise plans, specification, and estimates attached hereto.

2. Compensation

Consultant shall be compensated for the services provided under this Agreement as follows:

A. Consultant will be compensated on a time and materials basis, not to exceed the limit of in Paragraph 2 below, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified below or attached hereto. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. Consultant will not be reimbursed for any expenses without the prior written approval of the County. If expenses are approved in writing, no markup shall be paid on reimbursed items.

B. Consultant's hourly rates are attached hereto.

C. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **$665,192.73**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

3. Invoice To

Invoices shall be submitted to: Nathan Machado, machadon@stancounty.com

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Scope of Services

The following scope of work is intended to provide all environmental studies, engineering, right of way, permitting, and utility coordination necessary to obtain ready to advertise plans, specifications, and estimates for the Del Puerto Canyon Slope Repair Project.

Project design will be based upon the Caltrans 2024 Standard Plans and Standard Specifications, 2010 Caltrans Standards for HMA, the 2014 Stanislaus County Improvement Standards.

TASK 1 - PROJECT MANAGEMENT

Dokken Engineering (Dokken) Project Management includes regular meetings, both in-person and virtual, presentation of work products, development and monitoring of the schedule and action items, monthly progress reports, work progress monitoring of staff and sub-consultants, budget monitoring, coordination, and communication.

The Dokken project manager will work closely with the County Project Manager and continuously inform the County Project Manager of all project activities. The duration of the project management effort is expected to be continuous through completion of the job.

The following project management tasks are budgeted to extend through the environmental and design phase of the project.

TASK 1.1 PROJECT MANAGEMENT

Coordination – Close contact will be maintained between the Project Manager, all sub-consultants, the County Project Manager, project personnel, stakeholders, and regulatory agencies. The Project Manager will act as the principal liaison between the County and our staff at Dokken.

Communication – Effective communication through in-person visits, focused meetings, telephone calls and e-mails to the County will be performed to discuss specific project issues by the Project Manager. Regular communication with team members, the County and other agency personnel will be facilitated through the Project Manager.

Progress Reports will be submitted monthly to the County. These reports will include the work performed during that period, a discussion of issues/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice. Dokken's Project Manager is responsible for maintaining cost control for each task, including our sub-consultants.

Dokken will provide and maintain a detailed Milestone Schedule and a Microsoft Project Schedule. The Milestone Schedule is a simple one-page schedule to assist in project communication as almost an action item list and 3-month look-ahead of activities. The Microsoft Project Schedule will be prepared to identify detailed tasks for environmental, design, right of way, utilities and agreements/permits. It will identify the construction year for the project. Dokken's Project Manager will closely monitor the schedules and discuss updates with the County Project Manager.

Dokken will coordinate with all major stakeholders to obtain their support or acceptance of the project. Stakeholder coordination is anticipated to include:

- Property Owners
- First Responders
- Local Community
- Caltrans District 10 (Local Assistance)
- Utility Companies
- School Districts
- Caltrans Environmental
- Stanislaus County
- Permit Agencies
- Other County Departments

TASK 1.2 PROJECT MEETINGS

Kick off meeting – A kickoff meeting will be held at the County office after Notice to Proceed is issued by the County and will introduce the Project Team, establish communication channels, set the project schedule, clarify the scope of work, establish goals for the project, and define the roles and responsibilities of the various team members.

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Monthly Project Delivery Team (PDT) meetings will be held with County staff and other representatives, as necessary, to discuss work progress, decisions made, schedule and considerations for the County. Quarterly these meetings will be held at the County. Dokken will prepare the meeting agenda, the updated Milestone Schedule and distribute them prior to the meeting and arrange for appropriate participants to attend. After the meeting Dokken will provide a report including the minute minutes, action items and the updated Milestone Schedule and distribute them to the participants within five working days after the meeting. It is anticipated fifteen (15) monthly PDT meetings will be held.

Dokken will schedule one-on-one meetings with the adjacent property owners to discuss the project description, timing and answer any questions the property owners may have. The County will be invited to attend these meetings. These meetings will be used to assess the feasibility of obtaining temporary construction easements from the property owners adjacent to the repair site and to gain an understanding of their concerns.

TASK 1.3 QUALITY ASSURANCE AND QUALITY CONTROL

The Project Manager will perform the quality review of all project correspondence and reports. This includes all products prepared by our subconsultants. The review will ensure the information is consistent with the latest design and plans, permits, environmental document and all other reports.

Dokken has assigned Lindsay Katt to serve as Engineering QA/QC Manager. She is responsible for implementing the Quality Plan. The Quality Plan will ensure independent Quality Control (QC) is performed at all stages and prior to all submittals.

At the 30% level, the QC focus will be on conformance with FHWA Standards.

At the 60% level, the QC focus will be on the plans and review of the bid item list. The project design will be reviewed against the available right of way and the recommendations in the Design Alternatives Study.

At 90% the QC Reviewer will perform a quality review of the design submittal. The QC focus will be on detailed plans and specification reviews. The review will look at plan call-outs of each item, to make sure it is covered on the plans, addressed in the special provisions, and quantified on the item list. The QC Reviewer will look for any uncertainties or discrepancies that need clarification to ensure the project is biddable and buildable.

At the 100% level, the QC focus will be to confirm prior review comments have been adequately addressed and review any new information added since the 90%. New information is likely to include right of way resolutions, utility resolutions, permitting requirements, and mitigations. A mark-up of the plans, special provisions and item list will be provided to the Project Manager.

Deliverables:

- ✓ Monthly Progress Report and Invoice
- ✓ Schedule
- ✓ Meeting Agendas and Minutes
- ✓ QC Reviews and Comments

TASK 1.4 PREPARATION OF RFAS

Dokken will prepare Request for Authorizations (RFA's) to Caltrans Local Assistance for County review and signature. It is anticipated that RFA submittals will be necessary for right of way, utility and construction authorizations. In addition to the RFA paperwork.

Deliverables:

- ✓ Monthly Progress Report and Invoice
- ✓ Schedule and Updates
- ✓ Meeting Agendas and Minutes
- ✓ QC Reviews and Comments
- ✓ RFA Funding Support Information

TASK 2 PUBLIC OUTREACH

TASK 2.1 PREPARATION OF PUBLIC OUTREACH MATERIALS

The Dokken Team will engage the community and local stakeholders through a public outreach program developed in collaboration with the County. Based on Dokken's research of the project, we anticipate this scope to include the preparation

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and mailing of two flyers (one early in the project and one later in design) to notify residents of the project, the anticipated timeline for slope repairs, and expected detours or traffic handling activities that could impact drivers who utilize the road. The mailed material will emphasize the condition of the roadway and the importance of the project. Additionally, Dokken will prepare a large posterboard/display to be installed at the Patterson Public Library and other publicly accessible spaces. Although we do not currently think a public meeting is necessary, we included one as an optional task and are happy to facilitate it should the need arise.

TASK 2.2 STAKEHOLDER MEETINGS

Dokken will schedule and facilitate up to three individual meeting with key stakeholders.

TASK 2.3 PUBLIC MEETING

If deemed necessary, Dokken will coordinate and facilitate an in-person public meeting to inform nearby residents and stakeholders about the project and provide opportunities for public input. Dokken will be prepared to present the proposed project and discuss concerns of the residents, property owners and other stakeholders. Dokken will identify and coordinate a venue, issue meeting notices, prepare and bring exhibits, and prepare all needed meeting materials. Fees to reserve venues are not included. A court recorder is not expected to be necessary and associated fees are not included. The meeting will be ADA compliant and meet Title 6 requirements. Any communications with media will be coordinated through the County's Project Manager and Public Information Officer. This scope of work assumes up to one public meeting.

Deliverables:

- ✓ Public Meeting Materials and Facilitation
- ✓ Project Fact Sheet Mailers

TASK 3 - TOPOGRAPHIC & BOUNDARY SURVEY, ROW MAPPING AND MONUMENTATION

TASK 3.1 SURVEY, ROW MAPPING AND MONUMENTATION

Topographic Survey – UNICO will perform topographic field surveys, research and define existing right of way, and develop base mapping for design purposes. A detailed, design level topographic strip survey of the project limits will be performed utilizing conventional (non-aerial) field surveying methods along the repair area. UNICO will survey full roadway cross-sections at a maximum of 25' spacing to include edge of pavement, crown, striping, shoulders, ditches, culverts, signs, trees, utilities, borings, USA paint (marked by others) and slopes. The width will cover to the full roadway and sufficient width up and down slopes beyond the repair area for road design and slope repairs. Base Mapping will include full mapping, 1' contours and digital surface that will be provided in an AutoCAD based drawing.

Right of Way & Project Control - To establish the right of way and adjacent property boundaries, UNICO will research record maps, deed documents and other record drawings of the right of way and property boundaries. Initial research indicates that the site lies on Stanislaus County owned property. UNICO will perform a field survey to locate monuments of record to resolve and map the record right of way, easements and adjacent property boundaries. To best resolve the boundaries, UNICO will request design team provide current title reports of adjacent parcels to best determine parcel boundaries, right of way, additional easements or other boundary constraints. Once resolved, UNICO will prepare an overall LANDNET Right of Way and boundary base drawing in AutoCAD format based from record and field observed information. Base map will be prepared with sufficient detail so as to prepare plats and legal descriptions for acquisition purposes, if needed. All monuments that are found within the project limits will be located and mapped into the right of way base file for future monument perpetuation activities.

UNICO will set durable project control points for utilization of all surveys and for future construction control, including a minimum of three (3) points outside of the project limits. UNICO will base its survey on Zone 3, California State Plane Coordinate System, of North American Datum 1983 (NAD83) and North American Vertical Datum of 1988 (NAVD88). Close coordination with County Surveyor will be conducted to determine the primary vertical datum. Control shall be established for project mapping in accordance with Stanislaus County horizontal and vertical control requirements.

Right of Way Support – It is expected that the design team will prepare a Right of Way Acquisition Map for the project. UNICO will work closely with County and design team to set preliminary "show me" stakes for property owners of proposed right of way, easements and temporary construction easements (TCE). UNICO will prepare all required plats and legal descriptions for acquisition. This may include right of way acquisition, easements and TCE. The exact number and locations will be identified

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during design. For this proposal, UNICO will assume the preparation of four (4) plats and legal descriptions, as needed. UNICO will request updated title reports for all affected properties requiring a plat and legal description. UNICO will prepare preliminary plats and legal descriptions for review. Upon approval, UNICO will prepare signed and stamped final plats and legal descriptions.

Monument Perpetuation – UNICO will research record mapping and County documents in order to visually search for monuments in or near the project that may be compromised by construction. If discovered, UNICO will perform surveys for monument perpetuation in accordance with Section 8771 of the Professional Land Surveyors Act in the Business and Professionals Code of the State of California. State law requires that survey monuments in roadways that may be compromised by construction be preserved and/or re-set. UNICO will locate the monument and set nearby reference ties to each monument. UNICO will provide monument location and description for insertion into construction plans. UNICO will prepare a Pre-Construction Corner Record Card "A" prior to construction and submit to County Surveyors Office. Corner Record Card "A" will provide sufficient information for use in the re-setting and/or verifying the survey monument during construction. If no monuments exist, UNICO Licensed Land Surveyor will prepare statement indicating this.

All Survey related activities will be done in close coordination with County. All Surveying and Mapping will comply with the provisions of the Professional Land Surveyors Act, the provisions of the California Coordinate System and any applicable code in the State of California.

Deliverables:

- ✓ AutoCAD Base File
- ✓ Point Files
- ✓ Resolved 3D Surface File
- ✓ Control Diagram
- ✓ Record Maps & Deed Documents
- ✓ APN's, Ownership and Parcel Addresses
- ✓ PDF Plats and Legan Descriptions (4)
- ✓ Corner Record Cards "A" Pre-Constructions

TASK 4 - PRELIMINARY ENGINEERING

TASK 4.1 SITE VISIT

Dokken will visit the site with the County, the geotechnical engineer (EMI), and stakeholders (as needed) to assess the site. All information, including existing Engeo reports/data will be reviewed prior to visiting the site.

TASK 4.2 DESIGN ALTERNATIVE STUDIES

A Design Alternative Studies will be prepared to describe the damage, provide alternatives, and recommend the repair. The report will include:

- Description and assessment of the site and the cause of the failure.
- Three repair alternatives will be presented
- The alternatives will describe the work to be done as well as how the repair will satisfy the codes, specifications, and standards.
- Each alternative will be analyzed to determine the suitability, feasibility, and cost of the repair. Potential construction and environmental constraints will be discussed.
- A recommendation for the preferred repair will be included.

Repair options will include County and Caltrans standard walls where suitable and feasible.

Dokken will host a call with Caltrans and the County to discuss the Report including the repair options for the site. EMI will present the findings of their analysis of the site and discuss the recommendation for the preferred repair method. This call will serve to confirm the recommended preferred repair option or provide consensus on revising the preferred repair to ensure the project qualifies for funding.

Deliverables:

- ✓ Field Visit
- ✓ Design Alternative Studies

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TASK 5 ENVIRONMENTAL SERVICES

TASK 5.1 ENVIRONMENTAL MEETINGS AND AGENCY COORDINATION

Dokken will attend monthly project meetings with the County and project team and will facilitate meetings with Caltrans District 10's environmental team and any wildlife/regulatory agencies as necessary to support the project's approvals.

TASK 5.2 PRELIMINARY ENVIRONMENTAL STUDY (PES) FORM

Dokken will prepare a Preliminary Environmental Study (PES) Form and will coordinate with Caltrans District 10 regarding technical studies needed for the project. The PES Form will include an environmental study area map as well as an environmental constraints analysis to identify key environmental impacts that could occur during construction. Once the draft PES Form is completed, it will be reviewed by the County and Caltrans. The PES form will outline the recommended federal environmental documentation, technical studies, surveys, approvals, and agency coordination required for the project. This scope of work assumes that a field review with Caltrans will be required.

TASK 5.3 NATURAL ENVIRONMENT STUDY (MINIMAL IMPACTS)

A Dokken biologist will conduct fieldwork in order to assess the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. In addition, literature research will be conducted to determine the potential for sensitive plant and animal species in the project area. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. Based on initial research and experience with projects in this area, there is no potential for federal or state threatened or endangered species to occur on site or in the project vicinity.

Dokken will then prepare a Natural Environment Study (Minimal Impacts) in accordance with the Caltrans approved format. This study will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Dokken will prepare and include in the study a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present; it also will identify and assess project impacts on the existing biological resources, including any sensitive species. Mitigation measures to avoid, minimize, or compensate for impacts to biological resources will be included as necessary. Based on initial project research, no State or Federal consultation is anticipated for listed species.

TASK 5.4 CULTURAL RESOURCES SCREENED UNDERTAKING JUSTIFICATION MEMORANDUM

Dokken will prepare a memorandum justifying that the project qualifies under several screened undertaking categories specified in the Caltrans Section 106 Programmatic Agreement. As part of the memorandum preparation, Dokken will conduct preliminary historical research, including obtaining a records search from the Central California Information Center. Dokken will then submit the memorandum to Caltrans and once final, Caltrans will utilize the information to prepare an internal Caltrans Screened Undertaking Memorandum. This scope of work includes the record search fee of $1,000.

TASK 5.5 HISTORIC PROPERTY SURVEY/ ARCHAEOLOGICAL SURVEY REPORT

If determined by Caltrans that full cultural studies are needed, Dokken will prepare a Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR). Dokken will also coordinate Native American consultation through the preparation of letters, follow-up emails/phone calls, and meetings. The HPSR and ASR will document the results of the pedestrian field survey and Native American consultation. The project qualifies for a Statutory Exemption under CEQA; therefore, consultation under AB 52 will not be required.

TASK 5.6 HAZARDOUS WASTE INITIAL SITE ASSESSMENT (ISA) MEMORANDUM

Dokken will prepare an ISA Memorandum to identify all documented hazardous waste sites located within the project area, as well as facilities located within the project area that store, transfer, or utilize large quantities of hazardous materials. Dokken will conduct an agency records search to identify all hazardous waste sites located within the project area and classified as a hazardous waste site under state law and will conduct a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project area (via governmental records and/or the visual survey), Dokken will determine the potential impact to the project and identify subsequent procedures to

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determine the extent of contamination and remediation requirements. This scope of work includes the agency record search fee of $350. An optional subtask for Phase II testing has been included in this scope of work.

Task 5.6.1 Hazardous Waste Phase II Testing

If determined by Caltrans that Hazardous Waste Phase II testing is needed, Dokken's subconsultant, Geocon, will collect and analyze samples within the project area. All findings and recommendations will be included within the site investigation report. Geocon's estimated fee of $9,000 is included as an other direct cost in this scope of work.

TASK 5.7 WATER QUALITY TECHNICAL MEMORANDUM

Dokken will prepare a Water Quality Technical Memorandum to address the potential for project impacts on water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The report will discuss receiving waters conditions, objectives, and beneficial uses, as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan. In accordance with the National Pollution Discharge Elimination System (NPDES) general construction activity stormwater discharge permit, applicable requirements will be identified.

Deliverables:

- ✓ Preliminary Environmental Study
- ✓ Natural Environment Study (Minimal Impacts)
- ✓ Cultural Resources Screened Undertaking Justification Memorandum
- ✓ Historic Property Survey Report and Archaeological Survey Report (OPTIONAL)
- ✓ Initial Site Assessment Memorandum
- ✓ Hazardous Waste Phase II Site Investigation Report (OPTIONAL)
- ✓ Water Quality Technical Memorandum

TASK 6 NEPA/CEQA ENVIRONMENTAL DOCUMENT

TASK 6.1 CEQA NOTICE OF EXEMPTION

The project qualifies for a statutory exemption under CEQA Section 15269 for emergency projects. Dokken will coordinate with the County to prepare the CEQA Notice of Exemption. The NOE will be filed with the Office of Planning and Research/County Clerk upon County approval to document environmental compliance under CEQA.

TASK 6.2 CALTRANS NEPA CATEGORICAL EXCLUSION

After Caltrans approval of all technical studies, Dokken will work with Caltrans Local Assistance to prepare a Categorical Exclusion as the NEPA approval document for the project and will include avoidance, minimization and mitigation measures provided in the technical studies prepared.

Deliverables:

- ✓ CEQA Notice of Exemption
- ✓ NEPA Categorical Exclusion

TASK 7 GEOTECHNICAL

TASK 7.1 PRELIMINARY FOUNDATION REPORT

EMI will prepare a Preliminary Foundation Report documenting the site geotechnical and geologic conditions. An idealized soil profile for foundation evaluation will be developed based on the existing subsurface data from Engeo's report. EMI will provide preliminary seismic design parameters (acceleration and response spectrum) using the latest Caltrans web-based seismic design criteria. Using the soil profile, EMI will provide preliminary foundation recommendations for three wall alternatives.

TASK 7.2 FOUNDATION REPORT

Geotechnical Investigation

Per AASHTO, a soil boring is required every 100 to 200 feet for retaining walls. Per this, two 60-foot deep borings will be performed for the proposed wall. The proposed approximate boring depths will be raised if refusal is encountered. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. Asphalt concrete cold-patch will be used to

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replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

EMI will prepare a boring location plan, and this plan will be used to secure the well permits as well as County encroachment permits. Any other permits, if required, will be secured by others.

EMI field personnel will collect soil samples for laboratory testing, including small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, direct shear, UU triaxial, rock UC, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria for the retaining wall design.
- Assessment of global slope stability.
- Estimation of earth pressures and foundation analysis for retaining wall.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.

Report Preparation

EMI will prepare a Foundation Report to provide the geotechnical design and construction recommendations for the proposed retaining wall. EMI will address any comments resulting from the County review and prepare a final Foundation Report.

Deliverables:

- ✓ Laboratory Test Results
- ✓ Preliminary Foundation Report
- ✓ Foundation Report

TASK 8 RIGHT OF WAY

The Project may require the acquisition of a temporary construction easement from parcel 025-003-026. Dokken will provide complete acquisition services to comply with professional standards, the Uniform Act, California Constitution, California Code of Regulations, California Government Code, Caltrans Right of Way Manual, FHWA requirements, and all applicable laws and regulations. Below is an outline of the tasks that will be completed for the Project.

TASK 8.1 ROW COORDINATION/TRACKING

Dokken's Right of Way Manager will do the following once a task is assigned:

- Provide the County with an updated project acquisition tracking sheet on a regularly requested schedule
- Confirm impacted parcel with the agency and design team for the purpose of determining title report needs;
- Coordinate solutions with the agency and/ legal representative to implement solutions for items that may affect title or cause a delay in escrow;
- Review plat and legals and exhibits and obtain approval from the agency. Supply necessary documentation and monitor progress of the appraisal process to meet project deadlines.

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- Supply any support information or set up meetings with the agency to review appraisal reports;
- Obtain any acquisition documentation the agency may have and review the documentation for current adjustments to conform to industry standards.
- Prepare staff reports for approval of just compensation;
- Provide executed acquisition documentation and work with the agency to obtain internal signatures and payments;
- Provide possession documentation in lieu of purchase contracts;
- Attend agency meetings to discuss right of way specific concerns that may arise during any phase of the project including but not limited to close session meetings and participating agency meetings, if required;

TASK 8.2 TITLE REPORTS/TITLE RESEARCH

Dokken will obtain a title report for APN 025-003-026. The Dokken right of way team will perform all necessary research for each parcel being acquired. Agents may resolve or oversee the resolution of problems relating to unusual circumstances regarding title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements, and rights of way.

TASK 8.3 APPRAISAL PROCESS

Appraisal Reports: Dokken's licensed General Real Estate Appraiser will complete an appraisal report for one property (APN 025-003-026). A notice of intent to appraise letter along with the acquisition policy brochure will be provided to the impacted property owner. The appraisal inspection will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

The appraisal will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). The appraisal will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

Appraisal Review Reports: Upon acceptance and approval of the property appraisal, a licensed General Real Estate Appraiser will complete an independent appraisal review report. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

TASK 8.4 OFFERS/NEGOTIATIONS/ESCROW

Draft Offer Package and Right of Way Negotiations*:* The project may require a temporary construction easement on parcel 025-003-026. All "Good Faith Negotiations" will be completed by Dokken's Right of Way Team. After completion of the appraisal process and just compensation determination, Dokken will meet with the owner in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way acquisition locations, Title VI information, and "Your Property – Your Transportation Project" booklet. Dokken will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare the necessary purchase agreement and temporary construction easement deed.

Dokken will work closely with the County to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the County for review. Working with the property owners to agreeable terms will be Dokken's focus.

Additionally, Dokken will attend, at the request of the County, any Public Community Meetings regarding the project.

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Dokken's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker. Each Agent is a California Notary Public and will be available to notarize any documentation that is required.

***Escrow Coordination**:* Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken will be available to assist the County in opening escrow. Dokken will supply fully executed agreements along with other supporting information to escrow in order to close the transaction. Dokken will work closely with the County to assist in the timely closing. Again, all agents on our right of way team are a California Notary Public who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the County for acceptance prior to recording. In the event escrow services are not required, Dokken is available to perform these services and record the required documentation.

TASK 8.5 ROW CERTIFICATION/PROJECT CLOSEOUT

***Right of Way Certification Coordination*:** Dokken will be available to assist the County with the preparation of the right of way certification document. Dokken will coordinate with the County and supply all required documentation. Dokken will review the acquisition documents to ensure proper and complete execution, including formal acceptance.

Project Close-Out: The original acquisition file for the affected parcel will be provided to the County upon completion of the project. The acquisition files will be available to the County in both PDF and hard copy format. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

TASK 8.6 PERMISSION TO ENTER

A permit to enter (PTE) document will be prepared to authorize access for surveying, environmental studies and geotechnical explorations as needed. The document will be presented to the owner and follow ups will be conducted until a signed permit to enter is received.

Deliverables:

- ✓ Project Tracking Updates
- ✓ Preliminary Title Report (1)
- ✓ Appraisal Report (1), Appraisal Review Report (1)
- ✓ Right of Way Agreements
- ✓ Grant and Easements Deeds
- ✓ Administrative Settlement
- ✓ Escrow Documents
- ✓ Recorded Documents
- ✓ Closing Statements
- ✓ Right of Way Certification Documentation
- ✓ Original Acquisition File
- ✓ Property Owner Exhibits
- ✓ Permission to Enter

TASK 9 - UTILITY COORDINATION

This task includes identifying the utilities on the project site, establishing the need for relocation or protection in place, and coordinating relocation if necessary.

TASK 9.1 UTILITY LETTER "A", REQUEST FOR DRAWINGS

Dokken will send a Utility "A" Package to all utility companies serving the project area during the preparation of preliminary engineering. The Utility "A" Package will consist of a vicinity map, a County approved letter requesting as-built or record information of the location, size and depth of each utility company's facilities within the project boundaries. Information regarding prior rights and planned utility construction that may affect the project will also be requested.

Dokken will prepare a Utility Base Map from survey and as-built utility drawings. The base map will be used to identify conflicts with the proposed repair.

TASK 9.2 UTILITY LETTER "B", NOTICE OF CONFLICT

Dokken will prepare "B" letters to affected utility owners (or Notice of Conflict Letters) for County review and approval prior to transmitting conflict and draft relocation plans to utility owners. The plans transmitted will show possible utility locations on the cross sections. Two sets of draft plans will be provided to each utility owner as an attachment to the transmittal letter. The

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transmittal letter will clearly identify this project as a County Project. Dokken will send the plans of the 60% submittal showing the existing utility location information to the utility companies for their review and comment. This will provide notice to the utility companies of the approved alignment and will facilitate continued coordination. All utilities in conflict with the approved alignment will be highlighted with possible options for relocation.

TASK 9.3 FIELD MEETINGS AND UTILITY RELOCATION AGREEMENTS

Following submittal of the "B" Letters, a meeting will be scheduled with the affected utility companies to discuss relocation or protection in place of the impacted facilities. Dokken will schedule site meetings with affected utility companies to resolve relocations and/or necessary protections during construction. It will further be clarified if relocations will be constructed by the project Contractor or by utility company forces.

A Record of Investigation (ROI) will be prepared for all affected utilities. Per Caltrans utility relocation requirements, the ROI will be submitted to Caltrans for approval prior to sending "C" Letters.

Dokken will coordinate utility relocation agreements for those utilities that are eligible for Federal reimbursement of relocation expenses due to the existence of prior legal rights governing their current location. If the utility is in public right of way via a Franchise Agreement with the County, a relocation agreement is not required.

TASK 9.4 NOTICES TO RELOCATE, "C" LETTERS

Dokken will prepare "C" letters to affected utility owners for County review and approval prior to transmitting final plans to utility owners. The letter will clearly identify this project as a County project. Two sets of final plans will be provided to each utility owner. The letter will indicate to the utility owners that these are final plans and an explanation of changes since the draft plans will be provided. A written confirmation of the utility relocations (or schedule to relocate) will be requested from the utility companies.

TASK 9.5 UTILITY CERTIFICATION FOR FEDERAL AID

Dokken will prepare the utility portion of the Caltrans Local Assistance Right of Way Certification. The utility certification will be coordinated with Caltrans until approval is obtained.

Deliverables:

- ✓ Utility A, B, and C Letters
- ✓ Records of Investigation
- ✓ Utility Base Map
- ✓ Correspondence and Meeting Minutes
- ✓ Agreements (if applicable)
- ✓ Utility Packages & Certification

TASK 10 - 60 % PLANS SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 10.1 60% ROADWAY PLANS

Dokken will prepare the 60% roadway plans, including grading, drainage, signage, staging, utilities and traffic control. This submittal will be used to establish any utility relocations if needed, confirm right of way needs, and identify temporary construction easements necessary for the project. Final ditches, cut and fill slope designs will be completed to finalize the right of way acquisition limits. Utility plans will indicate areas of conflict and propose relocation. Construction details will be mostly developed with the 90% submittal.

TASK 10.2 60% STRUCTURE DESIGN AND DETAILS

Dokken will perform the structures design work in accordance with AASHTO LRFD Bridge Design Specifications (Eighth Edition) with California Amendments current at time of slope repair design.

Dokken will develop the design calculations and prepare plans for the structure authorized during the preliminary Engineering phase, incorporating recommendations from the environmental documents and permit requirements. Design will consider all

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temporary, permanent and transient loading conditions. A full set of detailed plans will be prepared with consideration for constructability and public safety.

The detailed plans will be checked against the 60% roadway, drainage, and utility plans to ensure compatibility.

TASK 10.3 60% QUANTITIES AND ESTIMATE

Dokken will update the estimate based on preliminary quantities for the 60% plans. Design features will be considered in the estimate. Also included will be an updated estimate of any right of way and utility relocation costs. The contingency will remain at 25%.

TASK 11 - 90% PLANS SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 11.1 90% ROADWAY PLANS

Upon receipt of comments on the 60% submittal from the County, Dokken will prepare a written response to each comment, and will proceed with the preparation of the 90% roadway submittal. The 90% plans will include specific and unique construction details for minor roadway items, drainage culverts/ditches, guard rails, quantity sheets, and existing conforms. Plan sheets included in the 60% submittal will receive additional annotations, descriptions, and notes. The submittal will include written responses to all comments received on the prior submittal.

The traffic handling plans will depict the location and width of travel lane and shoulder, to be provided. Traffic control measures will also be shown. These measures may include temporary k-rail, delineators, signage, and crash attenuators.

TASK 11.2 90% STRUCTURE DESIGN (INDEPENDENT CHECK)

An independent design check will be performed by Dokken. The independent check engineer will use the 60%, unchecked detail plan set as a basis for independent structural calculations. A complete structural analysis will be independently performed with no communication with the designer allowed until this task is complete. A thorough review of the details is performed for clarity, capacity, County standards, and constructability issues. When the independent check is complete, the checker and designer will compare their results and resolve any differences. The calculations will be corrected so that they agree substantially with each other. An agreement is then reached regarding corrections to the plans. After plan corrections, both the designer and checker will review the corrected details to ensure all concerns have been addressed.

TASK 11.3 DRAFT SPECIAL PROVISIONS (90%)

Project Specifications will be based upon the County's format for Special Provisions, utilizing the latest Special Provision template from the County at the time of preparing the 90% PS&E.

Dokken will prepare a full set of construction specifications for the project in Microsoft Word for the 90% submittal, gathering all necessary input from the subconsultants. The special provisions will encompass all aspects of the construction, including the implementation of any environmental mitigation measures, right-of-way commitments and permit-related requirements.

The draft special provisions will be submitted with hidden text visible and changes tracked to highlight the editing performed by the design team. This editing format will comply with Caltrans procedures for editing special provisions. The draft special provisions will also be submitted in contract version for easier review.

TASK 11.4 90% QUANTITIES AND ESTIMATE

Dokken will prepare a detailed quantity estimate from the 90% plans. Quantities will be calculated using the roadway design software and checked using hand calculations and the design plans. Quantity calculations and independent quantity check calculations will be prepared for the structure. Cost data will be based on our experience with other recent similar-sized projects. Dokken will update the project cost estimate with a 15% contingency.

TASK 11.5 CROSS SECTIONS

In conjunction with the 90% roadway plan preparation, Dokken will prepare cross sections for the project at 25-foot intervals and at each driveway or unique location. These cross-sections will be used to prepare quantity check calculations and verify the

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roadway design. The cross sections will be updated with the final contract documents for contractor's use during bidding and construction.

Deliverables:

- ✓ 90% Roadway Plans
- ✓ Independent Design Check
- ✓ 90% Structure Plan Sheets
- ✓ Design Calculations for Structure
- ✓ Draft Special Provisions
- ✓ 90% Quantities and Estimate
- ✓ Response to QC and County Comments
- ✓ Cross Sections

TASK 12 - 100% PLANS SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12.1 100% ROADWAY PLANS

Dokken will prepare roadway plans for the 100% submittal. The roadway plan updates will include final quantity tables coordinated with the quantity calculations. The utility sheets will have the final disposition of utilities clearly labeled. Any final details required as permit conditions will be added to the plans. All comments from the County, quality assurance, and permit agencies will be responded to in writing and the resolution of any challenging comments will be discussed at project meetings.

TASK 12.2 100% STRUCTURE DESIGN

After review comments are received from the 90% PS&E, Dokken will revise the plans and coordinate any necessary changes to the specifications and estimate. Written responses to County comments will be prepared and provided with the 100% submittal.

TASK 12.3 FINAL SPECIAL PROVISIONS (INCLUDING DRAFT BID BOOK)

Dokken will prepare for the County a "bid book" based on County Standards. The bid book will include the notice to bidders, bid forms, bid bond requirements and sample contract.

Dokken will review the County comments on the draft specifications and meet with the County if necessary, to discuss any revisions. The draft specifications will be updated for the final construction documents. Dokken will ensure that the pay items described in the Project Specifications have been thoroughly checked against all callouts in the plans and that all items of work are fully described.

TASK 12.4 100% QUANTITIES & ESTIMATE

Dokken will update the quantity estimate from the 90% submittal. Quantities will be updated for all items that are changed between the 90% and 100%. The contingency will be reduced to 10% for the final plans. The project quantities will be prepared in a 3-ring binder organized by pay item for use by the Resident Engineer for construction.

Deliverables:

- ✓ 100% Roadway Plans
- ✓ 100% Structure Plan Sheets
- ✓ 100% Estimate
- ✓ Response to QC and County Comments

TASK 13 - FINAL PS&E

TASK 13.1 PREPARE FINAL PS&E FOR BIDDING

Upon approval of the Final PS&E, Dokken will furnish the County approved Plans, Specifications, and Estimates to be used for project advertising. The plans, specifications and estimate will be signed by the Engineer in Responsible Charge. Plan submittal to the County will include full and half size bond plots, PDF copy and electronic CADD drawing files. Specification submittal will include a PDF copy and electronic files in Microsoft Word. A hard copy and electronic Microsoft Excel file of the Engineer's Estimate will be provided.

TASK 13.2 PS&E CHECKLIST AND CERTIFICATION

Dokken will complete the PS&E Checklist and certify that the PS&E is ready for advertising using the current version of the Caltrans Local Assistance Forms. These forms will be completed, signed and submitted as part of the Request for Authorization for Construction Package.

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

TASK 13.3 CONTRACTOR WORKING DAY SCHEDULE AND RESIDENT ENGINEER'S FILE

Dokken will prepare a working day schedule for the project to establish a fair and reasonable number of working days for the contract documents. The working day schedule will include the time required to construct the access needed to construct the repair.

Dokken will prepare a Resident Engineer's File with all design information necessary for the construction management personnel. The file will contain the project quantities, estimate, notes about any unique issues the Resident Engineer should be aware of, staking notes, foundation report, and typical cross sections for the project.

Deliverables:

- ✓ Approved Plans, Notice to Contractors and Bid Book
- ✓ Stamped Final Engineer's Estimate
- ✓ PS&E Checklist and PS&E Certification
- ✓ Contractor Working Day Schedule
- ✓ Resident Engineer's File

TASK 14 BIDDING AND CONSTRUCTION SUPPORT

TASK 14.1 BID SUPPORT

During the bidding phase, Dokken will provide responses to bidder questions and inquiries. The plans and specifications will be revised if needed and Addenda will be prepared to address bidder questions.

TASK 14.2 CONSTRUCTION SUPPORT - RFI'S AND SHOP DRAWINGS

Dokken will provide engineering support to the County and Resident Engineer during construction. Construction meetings when significant engineering topics are discussed will be attended in-person or virtually.

Dokken will provide written response to Requests for Information (RFIs) on the Technical Provisions, the design drawings or conflicts in the design during the construction and assist the County in issuing Change Orders (COs) (if needed).

Dokken will review Contractor submittals including shop drawings. Plans will be approved or returned for correction as needed.

TASK 14.3 CONSTRUCTION SUPPORT – AS-BUILT PLANS

Dokken will prepare as-built plans of the project showing final location and layouts. All redline comments prepared by the Contractor and Project Inspector on the signed design plans showing the change orders and adjustments made to improvements will be incorporated. Electronic Record Drawings will be provided in AutoCAD format in a timely manner.

Deliverables:

- ✓ Approved Plans, Notice to Contractors and Bid Book
- ✓ Stamped Final Engineer's Estimate
- ✓ PS&E Checklist and PS&E Certification
- ✓ Contractor Working Day Schedule
- ✓ Resident Engineer's File

TASK 15 ENVIRONMENTAL CONSTRUCTION SUPPORT (OPTIONAL)

Dokken Engineering will incorporate all conditions promised in the environmental document and agency permits/agreements into the final constructed project in a manner that allows construction work to progress smoothly while avoiding delays or change orders.

Note: If work is to start outside of the nesting bird season (February 1 – September 1), a pre-construction nesting bird survey is not anticipated to be required.

Dokken Engineering will perform all environmental construction support and coordination that is currently anticipated, which includes the following:

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

TASK 15.1 NESTING BIRD SURVEY & SWALLOW EXCLUSION OVERSIGHT

Dokken's qualified project biologists will conduct nesting bird pre-construction clearance surveys. Surveys will be consistent with agency approved survey methods and seasons. The surveys for nesting birds will take place within 3 days of construction. Should any nesting birds be found during preconstruction survey efforts, Dokken will coordinate with the appropriate agencies. A report of all findings during surveys will be submitted to the County for their files. Should construction begin during the swallow nesting season, Dokken biologists will coordinate with the contractor to review swallow exclusion plans and to oversee exclusion installation. Dokken will provide periodic checks of exclusions to ensure complete nests have not become established.

TASK 15.2 ENVIRONMENTAL AWARENESS TRAINING

Dokken Engineering staff will prepare training materials and provide environmental awareness training to inform all construction personnel of pertinent environmental commitments. Environmental trainings will include specific project information for each resource and will be given in accordance with the appropriate agency standards. Workers who receive this training will sign a form acknowledging that they received environmental awareness training and will be provided with a sticker to be placed on their hard hat signifying they have been trained. It is assumed that environmental awareness training would be provided approximately four (4) times to accommodate crew changes during construction.

TASK 15.3 ENVIRONMENTAL COMPLIANCE MONITORING

Dokken Engineering staff would provide periodic environmental compliance monitoring during construction. Compliance with environmental measures would be documented by the environmental monitor in the Environmental Commitments Record (ECR) which would include all measures from the CEQA and NEPA documents as well as all regulatory environmental permits. Following construction, the completed ECR would be submitted as part of permit closeout packages to the regulatory agencies to document project compliance with environmental commitments. Periodic environmental compliance monitoring would be completed approximately monthly during construction.

TASK 15.4 CONSTRUCTION PERMIT CLOSEOUTS

Dokken Engineering will document post construction site conditions and submit project closeout notifications as required by environmental permits. The Permit Closeout packages will contain before and after site photographs, the completed ECR, and a statement that the project was completed in accordance with the commitments set forth in the environmental permits.

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

EXHIBIT B

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage not be cancelled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII or a Standard & Poor's rating of at least BBB, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish the County with a copy of original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

_____ Exempt from Auto – By initialing, I certify Contractor's officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

_____ Exempt from WC – By initialing, I certify Contractors is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Matthew Griggs Date: 5/12/2025

Signature: Matthew Griggs Date: 5/12/2025

Contractor Name: Dokken Engineering

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: Derick Holt Derick Holt (May 16, 2025 16:59 PDT) Date: 05/16/2025

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

EXHIBIT C

Cost Proposal

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

DOKKEN ENGINEERING

COST PROPOSAL - ESTIMATED HOURS BY TASK
STANISLAUS COUNTY
DEL PUERTO CANYON SLOPE REPAIR PROJECT

TASK DESCRIPTION	DOKKEN ENGINEERING																							
	Lindsay Katt, PE QA/QC Manager	Rosa Griggs, PE* Project Manager	Fortunato Enriquez, PE* Bridge Project Engineer	Amanda Konieczka, PE* Roadway Project Engineer	Senior Engineer 2	Senior Engineer 1	Associate Engineer 2	Associate Engineer 1	Assistant Engineer 2	Assistant Engineer 1	Senior CAD	CAD/Engineering Technician	Chris Aguirre* Public Outreach	Sarah Holm* Environmental Manager	Allana Hale* Environmental Lead	Senior Environmental Planner	Associate Environmental Planner	Environmental Planner	Right of Way Manager	Senior Right of Way Agent	Right of Way Appraiser	Right of Way Agent	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
FULLY BURDENED RATE	$ 237.82	$ 279.96	$ 216.74	$ 222.76	$ 270.93	$ 240.83	$ 198.68	$ 171.59	$ 141.49	$ 120.41	$ 234.81	$ 117.40	$ 171.59	$ 255.88	$ 117.40	$ 186.64	$ 138.48	$ 117.40	$ 228.79	$ 180.62	$ 117.40	$ 111.38			
TASK 1 - PROJECT MANAGEMENT	24	75	12	28				24											10				173	$ -	$ 41,949.03
Task 1.1 Project Management		40		8																			48		$ 12,980.57
Task 1.2 Project Meetings		15	12	12				20											10				69		$ 15,193.17
Task 1.3 Quality Assurance and Quality Control	24	16																					40		$ 10,186.98
Task 1.4 Preparation of RFAs		4		8				4															16		$ 3,588.32
TASK 2 - PUBLIC OUTREACH		24		28						10		6	78	20	36	16		30					248	$ -	$ 44,101.42
Task 2.1 Preparation of Public Outreach Materials		4		6									16	2	16			20					64		$ 9,940.13
Task 2.2 Stakeholder Meetings		12		12									32	12	12	8							88		$ 17,496.07
Task 2.3 Public Meetin		8		10						10		6	30	6	8	8		10					96		$ 16,665.22
TASK 3 - TOPOGRAPHIC & BOUNDARY SURVEY, ROW MAPPING & MONUMENTATION																			10	5			15	$ -	$ 3,190.96
Task 3.1 Survey, ROW Mapping and Monumentation																			10	5			15		$ 3,190.96
TASK 4 - PRELIMINARY ENGINEERING		16	68	24				128		116		40											392	$ -	$ 65,191.84
Task 4.1 Site Visit		8	8	8																			24		$ 5,755.76
Task 4.2 Design Alternative Studies		8	60	16				128		116		40											368		$ 59,436.07
TASK 5 - ENVIRONMENTAL SERVICES		5				4			6					14	38	27	52	94					240	$ 350.00	$ 34,881.56
Task 5.1 Environmental Meetings and Agency Coordination														8	20	8	4						40		$ 6,442.12
Task 5.2 Natural Environment Study (Minimal Impacts)		2												4	2	8	24	60					100		$ 13,678.97
Task 5.3 Cultural Resources Screened Undertaking Justification Memorandum																8							8		$ 1,493.13
Task 5.4 Hazardous Waste Initial Site Assessment (ISA) Memorandum		2				4			6					1	8	1	8	16					46	$ 350.00	$ 7,090.14
Task 5.5 Water Quality Technical Memorandum		1												1	8	2	16	18					46		$ 6,177.21
TASK 6 - NEPA/CEQA ENVIRONMENTAL DOCUMENT														2	10			10					22	$ -	$ 2,859.82
Task 6.1 CEQA Notice of Exemption															2			4					6		$ 704.42
Task 6.2 Caltrans NEPA Categorical Exclusion														2	8			6					16		$ 2,155.40
TASK 7 - GEOTECHNICAL		4	8			8		8															28	$ -	$ 6,153.13
Task 7.1 Preliminary Foundation Report		2	4																				6		$ 1,426.90
Task 7.2 Foundation Report		2	4			8		8															22		$ 4,726.23
TASK 8 - RIGHT OF WAY		7																	22	75	40	63	207	$ -	$ 32,252.74
Task 8.1 ROW Coordination/Tracking		1																	20				21		$ 4,855.67
Task 8.2 Title Reports/Title Research (1 Report)																				10		5	15		$ 2,363.11
Task 8.3 Appraisal Process (1 Appraisal Report/1 Appraisal Review Report)																				8	40		48		$ 6,141.09
Task 8.4 Offers/Negotiations/Escrow (1 parcel)		2																		45		40	87		$ 13,143.13
Task 8.5 ROW Certification/Project Closeout		2																	2	8		10	22		$ 3,576.28
Task 8.6 Permission to Enter		2																		4		8	14		$ 2,173.46
TASK 9 - UTILITY COORDINATION		6		10				44		80													140	$ -	$ 21,090.41
Task 9.1 Utility Letter "A", Request for Drawings		1		2				8		16													27		$ 4,024.82
Task 9.2 Utility Letter "B", Notice of Conflict		1		2				8		32													43		$ 5,951.43
Task 9.3 Field Meetings and Utility Relocation Agreements		1		1				8		24													34		$ 4,765.36
Task 9.4 Notices to Relocate, "C" Letters		1		1				4		8													14		$ 2,152.39
Task 9.5 Utility Certification for Federal Aid		2		4				16															22		$ 4,196.41
TASK 10 - 60% PLANS SPECIFICATIONS AND ESTIMATE (PS&E)		5	18	10			4	128	40	246	16	80											547	$ -	$ 78,717.28
Task 10.1 60% Roadway Plans		2		8				40		110													160		$ 22,451.09
Task 10.2 60% Structure Design and Details		2	16					80		120	16	80											314		$ 45,353.72
Task 10.3 60% Quantities and Estimate		1	2	2			4	8	40	16													73		$ 10,912.47
TASK 11 - 90% PLANS SPECIFICATIONS AND ESTIMATE (PS&E)		7	30	22	40	96		80	24	264	8	48			4		6						629	$ -	$ 105,045.67
Task 11.1 90% Roadway Plans		2		8				24		48													82		$ 12,240.03
Task 11.2 90% Structure Design (Independent Check)		2	20			64		40		104	8	48											286		$ 47,208.09
Task 11.3 Draft Special Provisions (90%)		2	8	8	40	32									4		6						100		$ 23,920.13
Task 11.4 90% Quantities and Estimate		1	2	2				8	24	80													117		$ 15,560.43
Task 11.5 Cross Sections				4				8		32													44		$ 6,117.00
TASK 12 - 100% PLANS SPECIFICATIONS AND ESTIMATE (PS&E)		6	14	10	24	28	24	20	32	72	4	24											258	$ -	$ 45,341.68
Task 12.1 100% Roadway Plans				4				16		32													52		$ 7,489.72
Task 12.2 100% Structure Design		2	4			8	24		24	24	4	24											114		$ 18,164.37
Task 12.3 Final Special Provisions (Including Draft Bid Book)		2	8	4	24	20																	58		$ 14,503.80
Task 12.4 100% Quantities & Estimate		2	2	2				4	8	16													34		$ 5,183.80
TASK 13 - FINAL PS&E		6	20	20			24					4											74	$ -	$ 15,707.93
Task 13.1 Prepare Final PS&E for Bidding		2	4	4								4											14		$ 2,787.57
Task 13.2 PS&E Checklist and Certification		2	4	16																			22		$ 4,991.14
Task 13.3 Contractor Working Day Schedule and Resident Engineer's File		2	12				24																38		$ 7,929.23
TASK 14 - BIDDING AND CONSTRUCTION SUPPORT		2	6	4			20		20		2	32											86	$ -	$ 13,781.32
Task 14.1 Bid Support		2	6	4			20		20		2	32											86		$ 13,781.32
TOTAL HOURS WITH TASKS	24	163	176	156	64	136	72	432	122	788	30	234	78	36	88	43	58	134	42	80	40	63	3,059		
TOTAL COST WITH TASKS	$ 5,707.60	$ 45,633.68	$ 38,146.98	$ 34,751.32	$ 17,339.53	$ 32,752.46	$ 14,305.12	$ 74,126.53	$ 17,261.27	$ 94,885.76	$ 7,044.19	$ 27,472.33	$ 13,383.96	$ 9,211.63	$ 10,331.47	$ 8,025.55	$ 8,031.58	$ 15,732.02	$ 9,608.99	$ 14,449.62	$ 4,696.12	$ 7,017.09		$ 350.00	$ 510,264.79

DOKKEN ENGINEERING

COST PROPOSAL - ESTIMATED HOURS BY TASK
STANISLAUS COUNTY
DEL PUERTO CANYON SLOPE REPAIR PROJECT

TASK DESCRIPTION	EARTH MECHANICS, INC. (DBE)											UNICO ENGINEERING, INC. (DBE)									GRAND TOTAL HOURS	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST
	Alaheh Thurairajah Principal	Principal Engineer / Geologist	Senior Engineer / Geologist	Senior Project Engineer / Geologist	Project Engineer / Geologist	Senior Technician	Senior Staff Engineer / Geologist	Technician	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Rob Markes Survey Manager	Ryan Ming, PLS Senior Land Surveyor	Roy Porter, LSIT Land Surveyor	Party Chief	Rodman	Survey Technician	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST			
FULLY BURDENED RATE	$ 302.51	$ 273.93	$ 224.20	$ 204.26	$ 173.59	$ 156.32	$ 152.74	$ 80.99				$ 237.08	$ 189.53	$ 109.11	$ 230.27	$ 210.14	$ 88.91						
TASK 1 - PROJECT MANAGEMENT										$ -	$ -								$ -	$ -	173	$ -	$ 41,949.03
Task 1.1 Project Management											$ -									$ -	48		$ 12,980.57
Task 1.2 Project Meetings											$ -									$ -	69		$ 15,193.17
Task 1.3 Quality Assurance and Quality Control											$ -									$ -	40		$ 10,186.98
Task 1.4 Preparation of RFAs											$ -									$ -	16		$ 3,588.32
TASK 2 - PUBLIC OUTREACH										$ -	$ -								$ -	$ -	248	$ -	$ 44,101.42
Task 2.1 Preparation of Public Outreach Materials											$ -									$ -	64		$ 9,940.13
Task 2.2 Stakeholder Meetings											$ -									$ -	88		$ 17,496.07
Task 2.3 Public Meeting											$ -									$ -	96		$ 16,665.22
TASK 3 - TOPOGRAPHIC & BOUNDARY SURVEY, ROW MAPPING & MONUMENTATION										$ -	$ -	12	52	28	40	32	32	196	$ 664.00	$ 35,199.92	211	$ 664.00	$ 38,390.88
Task 3.1 Survey, ROW Mapping and Monumentation											$ -	12	52	28	40	32	32	196	$ 664.00	$ 35,199.92	211	$664.00	$ 38,390.88
TASK 4 - PRELIMINARY ENGINEERING										$ -	$ -								$ -	$ -	392	$ -	$ 65,191.84
Task 4.1 Site Visit											$ -									$ -	24		$ 5,755.76
Task 4.2 Design Alternative Studies											$ -									$ -	368		$ 59,436.07
TASK 5 - ENVIRONMENTAL SERVICES										$ -	$ -								$ -	$ -	240	$ 350.00	$ 34,881.56
Task 5.1 Environmental Meetings and Agency Coordination											$ -									$ -	40		$ 6,442.12
Task 5.2 Natural Environment Study (Minimal Impacts)											$ -									$ -	100		$ 13,678.97
Task 5.3 Cultural Resources Screened Undertaking Justification Memorandum											$ -									$ -	8		$ 1,493.13
Task 5.4 Hazardous Waste Initial Site Assessment (ISA) Memorandum											$ -									$ -	46	$350.00	$ 7,090.14
Task 5.5 Water Quality Technical Memorandum											$ -									$ -	46		$ 6,177.21
TASK 6 - NEPA/CEQA ENVIRONMENTAL DOCUMENT										$ -	$ -								$ -	$ -	22	$ -	$ 2,859.82
Task 6.1 CEQA Notice of Exemption											$ -									$ -	6		$ 704.42
Task 6.2 Caltrans NEPA Categorical Exclusion											$ -									$ -	16		$ 2,155.40
TASK 7 - GEOTECHNICAL	54	98	60	20	60	50	30	32	404	$ 33,605.00	$ 119,728.01								$ -	$ -	432	$ 33,605.00	$ 125,881.14
Task 7.1 Preliminary Foundation Report	20	40	20						80		$ 21,491.45									$ -	86		$ 22,918.35
Task 7.2 Foundation Report	34	58	40	20	60	50	30	32	324	$ 33,605.00	$ 98,236.56									$ -	346	$33,605.00	$ 102,962.79
TASK 8 - RIGHT OF WAY										$ -	$ -								$ -	$ -	207	$ -	$ 32,252.74
Task 8.1 ROW Coordination/Tracking											$ -									$ -	21		$ 4,855.67
Task 8.2 Title Reports/Title Research (1 Report)											$ -									$ -	15		$ 2,363.11
Task 8.3 Appraisal Process (1 Appraisal Report/1 Appraisal Review Report)											$ -									$ -	48		$ 6,141.09
Task 8.4 Offers/Negotiations/Escrow (1 parcel)											$ -									$ -	87		$ 13,143.13
Task 8.5 ROW Certification/Project Closeout											$ -									$ -	22		$ 3,576.28
Task 8.6 Permission to Enter											$ -									$ -	14		$ 2,173.46
TASK 9 - UTILITY COORDINATION										$ -	$ -								$ -	$ -	140	$ -	$ 21,090.41
Task 9.1 Utility Letter "A", Request for Drawings											$ -									$ -	27		$ 4,024.82
Task 9.2 Utility Letter "B", Notice of Conflict											$ -									$ -	43		$ 5,951.43
Task 9.3 Field Meetings and Utility Relocation Agreements											$ -									$ -	34		$ 4,765.36
Task 9.4 Notices to Relocate, "C" Letters											$ -									$ -	14		$ 2,152.39
Task 9.5 Utility Certification for Federal Aid											$ -									$ -	22		$ 4,196.41
TASK 10 - 60% PLANS SPECIFICATIONS AND ESTIMATE (PS&E)										$ -	$ -								$ -	$ -	547	$ -	$ 78,717.28
Task 10.1 60% Roadway Plans											$ -									$ -	160		$ 22,451.09
Task 10.2 60% Structure Design and Details											$ -									$ -	314		$ 45,353.72
Task 10.3 60% Quantities and Estimate											$ -									$ -	73		$ 10,912.47
TASK 11 - 90% PLANS SPECIFICATIONS AND ESTIMATE (PS&E)										$ -	$ -								$ -	$ -	629	$ -	$ 105,045.67
Task 11.1 90% Roadway Plans											$ -									$ -	82		$ 12,240.03
Task 11.2 90% Structure Design (Independent Check)											$ -									$ -	286		$ 47,208.09
Task 11.3 Draft Special Provisions (90%)											$ -									$ -	100		$ 23,920.13
Task 11.4 90% Quantities and Estimate											$ -									$ -	117		$ 15,560.43
Task 11.5 Cross Sections											$ -									$ -	44		$ 6,117.00
TASK 12 - 100% PLANS SPECIFICATIONS AND ESTIMATE (PS&E)										$ -	$ -								$ -	$ -	258	$ -	$ 45,341.68
Task 12.1 100% Roadway Plans											$ -									$ -	52		$ 7,489.72
Task 12.2 100% Structure Design											$ -									$ -	114		$ 18,164.37
Task 12.3 Final Special Provisions (Including Draft Bid Book)											$ -									$ -	58		$ 14,503.80
Task 12.4 100% Quantities & Estimate											$ -									$ -	34		$ 5,183.80
TASK 13 - FINAL PS&E										$ -	$ -								$ -	$ -	74	$ -	$ 15,707.93
Task 13.1 Prepare Final PS&E for Bidding											$ -									$ -	14		$ 2,787.57
Task 13.2 PS&E Checklist and Certification											$ -									$ -	22		$ 4,991.14
Task 13.3 Contractor Working Day Schedule and Resident Engineer's File											$ -									$ -	38		$ 7,929.23
TASK 14 - BIDDING AND CONSTRUCTION SUPPORT										$ -	$ -								$ -	$ -	86	$ -	$ 13,781.32
Task 14.1 Bid Support											$ -									$ -	86		$ 13,781.32
TOTAL HOURS WITH TASKS	54	98	60	20	60	50	30	32	404			12	52	28	40	32	32	196			3,659		
TOTAL COST WITH TASKS	$ 16,335.65	$ 26,844.96	$ 13,452.25	$ 4,085.10	$ 10,415.23	$ 7,815.89	$ 4,582.34	$ 2,591.60		$ 33,605.00	$ 119,728.01	$ 2,844.99	$ 9,855.63	$ 3,055.13	$ 9,210.66	$ 6,724.52	$ 2,844.99		$ 664.00	$ 35,199.92		$ 34,619.00	$ 665,192.73

Attachment: Professional Services Agreement - Dokken Engineering (Del Puerto Canyon Road Slope Repair)

COMPLETE & RETURN THIS PAGE*

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $250 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $250 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

> An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
> (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
> (2) Serve as a member of a board or commission;
> (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
> (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials-list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?
   ☐ YES ☒ NO
   - If YES, please identify the person(s) or agent(s) making the contribution:

     _____
   - If YES, please identify the County Officer receiving the contribution:

     _____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ YES ☒ NO
   - If YES, please identify the person(s) or agent(s) making the contribution:

     _____
   - If YES, please identify the County Officer receiving the contribution:

     _____

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Attachment: Levine Act Disclosure Statement (Del Puerto Canyon Road Slope Repair)

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Matthew N. Griggs	Date Signed: 5/13/25
Print Name: Matthew N. Griggs	
Title: Vice President	
Company: Odlken Engineering	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number:	RFP/Bid Title:

Attachment: Levine Act Disclosure Statement (Del Puerto Canyon Road Slope Repair)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Public Works

BOARD AGENDA:5.C.3
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of a Measure L Master Funding Agreement with the Stanislaus Council of Governments for Various Local Public Works Roads and Bridges Projects for Fiscal Years 2025-2030

STAFF RECOMMENDATION:

1. Approve the Measure L Master Funding Agreement between the Stanislaus Council of Governments and Stanislaus County to allocate the local control funds derived from Measure L receipts for various local Public Works roads and bridges projects for Fiscal Years 2025-2030.

2. Authorize the Chief Executive Officer to sign the Measure L Master Funding Agreement with Stanislaus Council of Governments.

DISCUSSION:

On November 8, 2016, the voters of Stanislaus County approved Measure L, the Transportation Ordinance and Expenditure Plan for transportation projects in Stanislaus County. The measure provides funding for County-wide local street and road improvements, arterial street widening and signalization, pedestrian, bicyclist, and driver safety improvements. These needed improvements are funded with the half-percent sales tax established for a 25-year period, April 1, 2017, through March 31, 2042.

On November 17, 2017, the Stanislaus Council of Governments (StanCOG) Policy Board approved Resolution 17-10 Adopting the Measure L Master Funding Agreement (Master Funding Agreement). The Master Funding Agreement sets forth the general terms and conditions each Jurisdiction must comply with to receive disbursement of "Local Control" (Local Streets and Roads, Traffic Management, and Bike and Pedestrian) funds. The funding will serve as an investment that will leverage future local, State, and Federal grant opportunities. Funds will be used for all phases of project implementation, including planning, environmental permits and design, right-of-way, and/or construction capital and operations projects.

This is the third Master Funding Agreement to be implemented between StanCOG and Stanislaus County and, should it be approved, will be effective Fiscal Years July 1, 2025, through June 30, 2030. Typically, the County is the second to sign agreement; however, StanCOG has requested the County be the first to approve and sign the Agreement.

POLICY ISSUE:

The Board of Supervisors' approval of the Master Funding Agreement is required Measure L Policies & Procedures.

FISCAL IMPACT:

Over the course of the 25-year plan, it is estimated that $960 million dollars will be generated for local transportation investments. This amount was calculated based on a five-year average of sales tax revenues throughout the County that was then reduced to reflect a conservative estimate. Allocation of Self-Help revenues are established within the plan. The estimated revenue and allocation among categories are based upon 2016 value of money and is not binding or controlling. Transportation sales tax funds shall be allocated by percentage of the actual revenue received. Stanislaus County's share is 26.98% for the categories of Local Streets and Roads, Traffic Management, and Bike and Pedestrian. Combined estimated revenue for this portion of the plan is $624,195,000 for the life of the 25-year plan, with Stanislaus County's share being $168,402,269. Revenue for the Regional Projects is estimated at $268,884,000 and will be managed by StanCOG.

Approval of this item authorizes the County to receive projected funding from StanCOG as described above.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by entering into an agreement with StanCOG to administer local funding to improve and maintain the County's road and bridge network and improve sidewalks.

STAFFING IMPACT:

Existing Public Works staff is overseeing the master agreement

CONTACT PERSON:

David A. Leamon, Public Works Director Telephone: (209) 525-4130

ATTACHMENT(S):

1. Measure L Master Funding Agreement - StanCOG

MEASURE L MASTER FUNDING AGREEMENT
BETWEEN THE
STANISLAUS COUNCIL OF GOVERNMENTS
AND THE
COUNTY OF STANISLAUS

(FISCAL YEARS 2025 – 2030)

This Measure L Master Funding Agreement ("AGREEMENT"), effective July 1, 2025, is entered into by and between the Stanislaus Council of Governments, acting as the Stanislaus County Transportation Authority ("STANCOG" or the "Authority"), and the County of Stanislaus ("RECIPIENT").

RECITALS

A. On November 8, 2016 the voters of Stanislaus County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the "Act"), approved Measure L, thereby authorizing STANCOG to administer the proceeds from the one-half cent transaction and use tax ("Measure L").

B. The duration of the Measure L sales tax will be 25 years from the initial year of collection, which began April 1, 2017, with said tax to expire on March 31, 2042. The tax proceeds will be used to pay for the programs and projects outlined in the Stanislaus Council of Government's Expenditure Plan (the "Measure L Expenditure Plan"), as it may be amended.

C. Measure L authorizes the Authority (STANCOG) to sell or issue bonds to finance and refinance the transportation projects identified in the Measure L Expenditure Plan. Costs associated with bonding will be borne only by the projects included in the Measure L Expenditure Plan.

D. This AGREEMENT delineates the requirements of the Measure L funds that are allocated to the jurisdictions within Stanislaus County for local streets and roads, traffic management and bike and pedestrian improvements, (collectively referred to as "Local Control Funds") and Transit Provider funds for Transit Services, as authorized by the Measure L Expenditure Plan. The Local Control Funds recipients are Stanislaus County and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford.

E. The prior Measure L Master Funding agreement between the parties for the period July 1, 2020 – June 30, 2025, was approved by the STANCOG Policy Board on April 15, 2020.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

ARTICLE I: FUNDING ALLOCATIONS

1. This AGREEMENT authorizes the STANCOG to allocate the Local Control Funds derived from Measure L receipts to the RECIPIENT as described in the voter-approved Measure L Expenditure Plan and as summarized below by jurisdiction for each of the three different programs covered under Local Control Funds (Local Streets and Roads, Traffic Management, and Bike and Pedestrian Improvements). Local Control Funds comprise 65% of the Measure L receipts (after deducting the 1% Administrative Expense Cap authorized in the Measure L Ordinance and Expenditure Plan and the 1% Public Awareness Outreach Program authorized by the Policy Board).

Local Control Funds*

Ceres	6.36%
Hughson	1.26%
Modesto	35.79%
Newman	1.26%
Oakdale	3.86%
Patterson	4.55%
Riverbank	3.42%
Turlock	15.26%
Waterford	1.26%
Stanislaus County	26.98%
Total	**100.00%**

*Source: Measure L Expenditure Plan

The breakdown of the 65% of Local Control Funds by program is as follows: 50% to Local Streets and Roads; 10% to Traffic Management; and 5% to Bike and Pedestrian Improvements.

2. This AGREEMENT authorizes the STANCOG to allocate the Transit Provider funds derived from Measure L receipts as described in the Measure L Expenditure Plan and as summarized below by agency for Transit Services ("Transit Services").

Transit Services*

Stanislaus Regional Transit Authority	92.00%
Turlock	8.00%
Total	**100.00%**

*Source: Measure L Expenditure Plan

** Stanislaus Regional Transit Authority allocation reflects (1) Modesto allocation of 52% plus Ceres allocation of 7% due to consolidation of Ceres CAT and Modesto MAX effective July 1, 2020; and (2) Stanislaus County allocation of 33% to reflect creation of the Stanislaus Regional Transit Authority by the County and Modesto effective July 1, 2021.

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

ARTICLE II: FUNDING PREREQUISITES AND REQUIREMENTS

1. RECIPIENT shall annually submit to STANCOG:

a. A copy of RECIPIENT'S adopted Capital Improvement Program (CIP), roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution, or other document adopted by RECIPIENT'S governing board which identifies all programs and projects RECIPIENT intends to fund, either partially or in full, with Measure L funds and which identifies the schedule for project delivery. If RECIPIENT amends its CIP, roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution, or other adopted document at any time during the year, it shall provide a copy of the amended document to STANCOG within 15 business days of adoption by RECIPIENT'S governing board.

b. Annual Maintenance of Effort (MOE) calculation demonstrating RECIPIENT'S compliance with MOE. The MOE calculation shall be based on the prior three fiscal years' general fund spending on transportation purposes (local streets and roads) as reported to the State Controller's Office. The MOE calculation shall be verified by an annual independent audit, conducted at RECIPIENT'S sole cost and expense. Adjustments to the MOE calculation may be made, subject to Authority approval, based upon the criteria stated in Section 9 of the Measure L Ordinance.

c. Any other documents or reports required to be submitted pursuant to the adopted Measure L Policies and Procedures, as may be amended.

2. If RECIPIENT has submitted all required documents and reports, STANCOG will disburse Measure L funds to RECIPIENT consistent with this AGREEMENT and in accordance with the adopted Measure L Policies and Procedures. RECIPIENT will receive Local Control Funds based on the percentage allocations summarized above and as set forth in the Measure L Expenditure Plan.

3. If RECIPIENT fails to comply with one or more of the requirements set forth in this Article II, STANCOG may withhold payment of Measure L funds to RECIPIENT until full compliance is achieved.

4. The governing body of the RECIPIENT will be the decision-making body for the use of the Local Control Funds within its jurisdiction.

5. Transit Providers (Transit Services) funds will be allocated 1.4% of the Measure L receipts (after deducting the 1% Administrative Expense Cap and the 1% Public Awareness Outreach Program) and will be disbursed to Transit Providers at least quarterly or as set forth in

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

the Measure L Policies and Procedures, whichever provides more frequent disbursements. The Transit Providers are: Stanislaus Regional Transit Authority and Turlock Transit.

6. Percentage allocations identified in the Measure L Expenditure Plan are not subject to change unless two-thirds of the voters of Stanislaus County approve an amendment to the allocations.

7. The Measure L Ordinance and Expenditure Plan provide fund usage and eligibility guidelines by allocation category and RECIPIENT acknowledges and agrees that it shall comply with the provisions of the Measure L Ordinance and Expenditure Plan. The Measure L Ordinance and Expenditure Plan, as may be amended, is hereby incorporated in its entirety into this AGREEMENT by reference.

8. The StanCOG Policy Board has adopted Measure L Policies and Procedures which contain additional fund usage and eligibility guidelines and RECIPIENT acknowledges and agrees that it shall comply with the provisions of the Measure L Policies and Procedures. The Measure L Policies and Procedures, as may be amended, are hereby incorporated in its entirety into this AGREEMENT by reference.

ARTICLE III: PAYMENTS AND EXPENDITURES

A. STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) DUTIES AND OBLIGATIONS

1. STANCOG shall remit to RECIPIENT its designated amount of Local Control Funds in accordance with this AGREEMENT.

2. STANCOG will provide a quarterly report to its Board of Directors which shall include all Measure L revenues distributed to each Recipient.

3. STANCOG shall provide for an independent annual audit of its Measure L financial statements including revenues and expenditures.

4. STANCOG shall provide timely notice to RECIPIENT prior to conducting an audit of expenditures made by RECIPIENT to determine whether such expenditures are in compliance with this Agreement, the Measure L Ordinance and Expenditure Plan, and the Measure L Policies and Procedures.

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall expend all Measure L funds received in compliance with the Measure L Ordinance and Expenditure Plan, this AGREEMENT and the adopted Measure L Policies and Procedures.

2. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure L funds received and spent. RECIPIENT must account for Measure L funds, including any interest received or accrued, separately for each program fund type, and from any other funds received from STANCOG. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds.

3. RECIPIENT acknowledges and agrees that STANCOG and its representatives, agents and nominees shall have the absolute right at any reasonable time to inspect and copy any accounting records related to Measure L funds, except to the extent specifically prohibited by applicable law.

4. RECIPIENT shall cooperate with STANCOG and its auditors as they conduct an annual independent audit of all of RECIPIENT'S Measure L accounts which audit shall be conducted at STANCOG's sole cost and expense. RECIPIENT shall comply with the schedule and requests of STANCOG's auditors to ensure timely and accurate completion of the audit.

5. RECIPIENT agrees to provide STANCOG each fiscal year with an adopted copy of its Capital Improvement Program, roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution, or other document adopted by RECIPIENT'S governing board which identifies all programs and projects containing a description of all the projects and tasks that Measure L funds will pay for over that fiscal year, schedule and cost information for each project in its entirety, and other funds that will match the Measure L allocation.

6. RECIPIENT hereby acknowledges and agrees to the Maintenance of Effort requirement set forth in Section 9 of the Measure L Ordinance.

a. Pursuant to the intent of the Public Utilities Code section 180001, a jurisdiction cannot redirect monies currently being used for transportation purposes to other uses, and then replace the redirected funds with local street maintenance and improvement dollars from Measure L.

b. RECIPIENT hereby agrees to certify in the annual verification submitted to STANCOG that it has met the Maintenance of Effort requirement by demonstrating that the Measure L funds have been used to augment and not supplant local resources spent. The Maintenance of Effort calculation is set forth in Section 9.03 of the Measure L Ordinance and

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

uses the RECIPIENT's average general fund expenditures of the prior (3) three fiscal years spent for local transportation purposes.

c. RECIPIENT shall conduct an annual independent audit to verify that the Maintenance of Effort requirement was met by RECIPIENT.

d. If RECIPIENT does not meet its Maintenance of Effort requirement in any given year it may have its Local Streets and Roads fund received pursuant to the Measure L Expenditure Plan reduced in the following year by the amount by which RECIPIENT did not meet its required Maintenance of Effort. Such funds shall be redistributed to the remaining eligible jurisdictions.

7. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure L, as reflected in the Measure L Expenditure Plan.

8. RECIPIENT agrees to comply with the reporting requirements set forth in this AGREEMENT.

C. OTHER CONSIDERATIONS

1. **Transportation Purposes Only:** RECIPIENT shall use all Measure L funds solely for transportation purposes as defined by the Measure L Ordinance and Expenditure Plan. If RECIPIENT violates this provision, it must fully reimburse all misspent funds, including all interest which would have been earned thereon. The interest which would have been earned will be calculated using the current interest rate earned on local agency monies on deposit with Stanislaus County.

2. **Administrative and Staff Cost Limitations:** Direct costs associated with the delivery of programs and projects funded by Measure L, including direct staff costs and consultant costs, are eligible uses of Measure L funds, unless otherwise limited by the adopted Measure L Policies and Procedures.

a. In situations where RECIPIENT acts as the project manager, project sponsor or the lead agency for delivery of a regional project identified in the Measure L Expenditure Plan, RECIPIENT will be required to enter into a Cooperative Agreement for that regional project and the reimbursement of administrative and staff costs will be addressed pursuant to the terms of that Agreement.

b. STANCOG does not allow the reimbursement of indirect costs, unless the RECIPIENT submits an Indirect Cost Allocation Plan which may be considered by the Caltrans Independent Office of Audits and Investigations, on a case by case basis, for approval of the identified indirect costs. If the Indirect Cost Allocation Plan is approved by Caltrans, the

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

approved plan shall be submitted to STANCOG to allow for reimbursement of those approved indirect costs. Notwithstanding the foregoing, the following items are not eligible for Measure L reimbursement: activities related to obtaining matching funds for a project, activities related to general Measure L administration (not specific to the project), education or preparation performed by the project manager/sponsor (*e.g.,* presentation to Rotary, Kiwanis, Lions Clubs, etc.), activities related to another project (regional) not covered in a Cooperative Agreement, even if it is a Measure L project.

3. **Fund Exchange:** RECIPIENT shall have the authority to loan its Measure L receipts allocated to it for Local Control Projects to other recipients for the implementation of needed transportation projects. All such fund exchanges shall be reviewed and accepted by STANCOG in accordance with the adopted Measure L Policies and Procedures.

4. **CEQA:** All projects funded with Measure L funds will be required to complete appropriate California Environmental Quality Act (CEQA) and other environmental review as required.

ARTICLE IV: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth in this Article IV. If RECIPIENT fails to comply with one or more of these requirements, STANCOG may withhold payment of further Measure L funds to RECIPIENT until full compliance is achieved.

1. RECIPIENT shall submit to STANCOG on a monthly basis:

a. Monthly revenue and expenditure reports which identify the Measure L revenue received and expended by RECIPIENT. All reports shall identify the revenue and expenses by project identified in RECIPIENT'S CIP, roadway resurfacing map, traffic management plan, pedestrian and bicycle plan, resolution or other document adopted by RECIPIENT'S governing board.

b. Monthly report of Measure L fund cash balances held by RECIPIENT.

2. RECIPIENT shall submit to STANCOG quarterly milestone reports which provides a narrative of the progress of all of RECIPIENT'S projects utilizing Measure L funding.

3. RECIPIENT shall, by March 31st of each year, or other deadline provided at least sixty (60) days in advance by STANCOG or its auditors, submit to STANCOG, at the RECIPIENT's expense, separate independently audited financial statements for the prior fiscal year ended June 30 of Measure L funds received and used.

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

4. RECIPIENT shall, by September 30th of each year, document expenditure activities and report on the performance of Measure L funded activities through the annual program compliance reporting process, or through other STANCOG performance and reporting processes as may be requested, including but not limited to the annual performance report, annual program plan and planning monitoring reports. This report shall be provided to StanCOG and the Measure L Citizens Oversight Committee within 90 days of the end of each fiscal year and shall include documentation as to whether or not RECIPIENT met the Maintenance of Effort requirement for that fiscal year.

5. RECIPIENT shall install or mount signage adjacent to each project or program in excess of $250,000 funded in whole or in part by Measure L funds identifying the project or program as being funded by Measure L revenues.

6. RECIPIENT shall provide current and accurate information on RECIPIENT's website, to inform the public about how RECIPIENT is using Measure L funds. This information shall also be provided to STANCOG for posting on the Measure L website http://www.stanislausmeasurel.com

7. RECIPIENT shall cooperate in a "Public Awareness Program", in partnership with STANCOG as a means of ensuring that the public has access to information regarding which projects and programs are funded through Measure L funds.

8. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries regarding RECIPIENT's receipt, usage, and/or compliance audit findings regarding Measure L funds before the STANCOG Citizens Oversight Committee and/or Measure L Oversight Committee.

9. RECIPIENT agrees that STANCOG may review and/or evaluate all project(s) or program(s) funded pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of STANCOG to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with Recipient's staff or governing board.

ARTICLE V: OTHER PROVISIONS

A. INDEMNITY BY RECIPIENT

Neither STANCOG, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure L funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold harmless STANCOG, its governing body, and all its officers, agents, and employees, from any liability imposed on STANCOG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure L funds distributed to RECIPIENT pursuant to this AGREEMENT.

B. INDEMNITY BY STANCOG

Neither RECIPIENT, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STANCOG under or in connection with any work, authority or jurisdiction delegated to STANCOG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, STANCOG shall fully defend, indemnify, and hold harmless RECIPIENT, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STANCOG under or in connection with any work, authority or jurisdiction delegated to STANCOG under this AGREEMENT.

C. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Stanislaus County, California and the parties hereto hereby waive inconvenience of forum as an objection or defense to such venue.

D. ATTORNEYS' FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

E. TERM

The term of this AGREEMENT shall be from July 1, 2025 to June 30, 2030, unless amended in writing or a new Master Funding Agreement is executed between STANCOG and RECIPIENT.

F. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

G. MODIFICATION

This AGREEMENT, and its Exhibits, as well as the referenced Measure L Ordinance and the Expenditure Plan, and the Policies and Procedures, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings regarding Measure L funds. This AGREEMENT may only be changed by a written amendment executed by both parties.

H. CONFLICT OF OR INCONSISTENT TERMS

If there is a conflict between this Agreement and the Policies and Procedures, the Policies and Procedures will control.

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

STANISLAUS COUNTY

By: _____

Jody Hayes Chief Executive Officer — Date

Attest:

By: _____

Deputy Clerk — Date

Approved as to Form:

By: _____ 06/02/2025

Donya Nunes — Date
Deputy County Counsel

Approved as to Content:

By: _____ 06/03/2025

David A. Leamon — Date
Director of Public Works

STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG)

By: _____

Rosa De León Park — Date
Executive Director

Reviewed as to Budget/Financial Controls:

By: _____

Jean Foletta — Date
Deputy Director of Operations

Approved as to Form:

By: _____

Monica Streeter — Date
STANCOG General Counsel

Attachment: Measure L Master Funding Agreement - StanCOG (Measure L Master Agreement)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Public Works

BOARD AGENDA:5.C.4
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval of Amendment No. 2 to the River Partners Independent Contractor Services Agreement for the Hills Ferry Road Bridge Replacement Project

STAFF RECOMMENDATION:

1. Approve Amendment No. 2 to the River Partners Independent Contractor Services Agreement for the Hills Ferry Road Bridge Replacement Project, in the amount of $32,012, resulting in a new, not-to-exceed, total contract amount of $220,281.
2. Authorize the General Services Agency Director/Purchasing Agent to execute Amendment No. 2 with River Partners, in the amount of $32,012, and to sign necessary documents.
3. Direct the Auditor-Controller to increase the estimated revenue and appropriation by $32,012 in the PW Hills Ferry Bridge project legal budget unit per the attached budget journal.

DISCUSSION:

Stanislaus County is the lead agency for the River Road (aka Hills Ferry Road) over the San Joaquin River Bridge Replacement (Project). The bridge spans the San Joaquin River northeast of Newman at the Stanislaus and Merced county-line and is a key connection point between the two counties.

On June 25, 2024, by Resolution No. 2024-0356, the Board of Supervisors approved a construction contract with Golden State Bridge, Inc., (Contractor) for the Project. The Project is currently under construction.

On October 28, 2024, the Director of Public Works approved an Independent Contractor Services Agreement with River Partners in the amount of $152,500 to provide the required off-site revegetation mitigation services for the Project. This was a sole-source procurement as the Section 401 permit with the Central Valley Regional Water Quality Control Board states, “Off-site mitigation will occur at the Crows Landing River Ranch restoration site managed by River Partners to off-set the remainder of temporary impacts to non-wetland waters and additional CDFW 1602 jurisdictional area.”

River Partners is a non-profit company that owns a nearby habitat restoration site known as the Crows Landing River Ranch. River Partners owns thousands of acres along various rivers of California, and they specialize in restoring/creating wildlife habitat for the benefit of people and the environment. They are well known to the permitting

agencies. The original agreement authorized River Partners to develop and maintain for five years 2.624 acres of riparian habitat as required by the Project's environmental permits.

While the Contractor was performing the required clearing and grubbing for the Project, they discovered four additional mature elderberry shrubs beyond those originally identified in the environmental documentation. Elderberry shrubs are a critical habitat to the federally listed species, the Valley Elderberry Longhorn Beetle. The Project's permits require the County to either protect in place or transplant the elderberry shrubs. It was not possible to protect in place; therefore, the shrubs needed to be transplanted. River Partners was contacted immediately and on April 16, 2025, the Director of Public Works approved Amendment No. 1 to the Agreement with River Partners in the amount of $35,769 to transplant the four additional elderberry shrubs as necessary for the Contractor to complete the required clearing for the project. The shrubs have been transplanted to the Crows Landing River Ranch restoration site and are now in need of maintenance.

Amendment No. 2 in the amount of $32,012 will authorize River Partners to maintain and monitor the four transplanted elderberry shrubs as required by United States Department of Fish and Wildlife Services (USFWS). USFWS requires documentation of the transplant activity including dates, transplant locations, irrigation setup, and an annual status update which will be provided by River Partners.

The total contract amount of the original Agreement plus Amendment No. 1 was within the Director of Public Works signing authority; therefore, it did not require approval by the Board of Supervisors. With Amendment No. 2 the total contract amount exceeds the $200,000 signing authority and requires Board approval.

Staff recommends approving Amendment No. 2 with River Partners in the amount of $32,012.

Original Agreement:	$152,500
Amendment No. 1	$ 35,769
Amendment No. 2	$ 32,012
Total	$220,281

POLICY ISSUE:

The County's purchasing policy requires Board of Supervisors' approval for contracts and amendments exceeding $200,000. This requirement is based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

Public Works recommends increasing both estimated revenue and appropriations by $32,012 within the PW Hills Ferry Bridge budget unit. Of the increase in revenue $28,340 will be in Federal Highway Bridge Program (HBP) and $3,672 will be in Prop 1B Local Seismic Safety Retrofit Program (LSSRP) funds. The corresponding appropriations increase $32,012 for professional services.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities *of Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by replacing a vulnerable bridge within Stanislaus County.

STAFFING IMPACT:

Existing Public Works staff is overseeing this Project.

CONTACT PERSON:

David A. Leamon, Public Works Director Telephone: (209) 525-4130

ATTACHMENT(S):

1. Amendment No. 2 - River Partners
2. Budget Journal
3. Levine Act Disclosure Statement

COUNTY OF STANISLAUS

Second Amendment to the Independent Contractor Services Agreement
between County of Stanislaus and River Partners
for the Hills Ferry Road Bridge Replacement Project - Contract No. 9203

(Additional Services)

This Second Amendment is made and entered into this _____ day of _____, 2025, in the City of Modesto, State of California, by and between the County of Stanislaus ("County") and River Partners ("Contractor"), for and in consideration of the promises, and the mutual promises, covenants, terms, and conditions, hereinafter contained.

WHEREAS, on October 28, 2024, the Director of Public Works executed an Independent Contractor Services Agreement ("Agreement") to Contractor regarding mitigation services for the Hills Ferry Road Bridge Replacement Project for a period of 5 years, ending October 28, 2029, in the amount of $152,499.89;

WHEREAS, on April 16, 2025, the Director of GSA executed Amendment No. 1 for additional services in the amount of $35,769.00 for transplanting 4 additional elderberry shrubs;

WHEREAS, the Director of Public Works has determined that additional services for maintenance and monitoring elderberry shrubs transplants in the amount of $32,012 is necessary for the Contractor to complete the project;

WHEREAS, total compensation for the Agreement shall now be as follows:

$152,499.89	Agreement
$35,769.00	First Amendment
$32,012.00	Second Amendment
$220,280.89	Total

WHEREAS, Contractor has continued to diligently perform the services requested to support this project in good faith.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Attachment: Amendment No. 2 - River Partners (River Road (aka Hills Ferry) Bridge- River Partners Amendment No. 2)

1. Revised Scope of Work.

   (a) The Scope of Services of the Agreement is hereby amended to include additional services for maintenance and monitoring elderberry shrubs transplants as set forth in new Exhibit A (First Amendment) attached hereto and incorporated by this reference.

2. Revised Compensation.

   (a) Compensation, to include the additional tasks as set forth in Section 1 herein, is hereby increased to include additional fees of Thirty-Two Thousand Twelve Dollars and Zero Cents ($32,012) as shown in Exhibit A (First Amendment) attached hereto and incorporated by this reference.

   (b) Section 2.1 (Compensation) is hereby deleted in its entirety and replaced by the following:

   " 2.1 Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A", attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Two Hundred Twenty Thousand Two Hundred Eighty Dollars and Eighty-Nine Cents ($220,280.89). Contractor will be compensated on a time and materials basis, based on the hours worked by the Contractor 's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks and County shall have right to withhold payment from Contractor for any unsatisfactory service until such time service is performed satisfactorily."

3. Except as amended herein, all other terms and conditions of the Agreement as previously amended shall remain in full force and effect.

SIGNATURES SET FORTH ON FOLLOWING PAGE

Attachment: Amendment No. 2 - River Partners (River Road (aka Hills Ferry) Bridge- River Partners Amendment No. 2)

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective on the date written above.

COUNTY OF STANISLAUS
Approved as to Content

By:_____
David A. Leamon, PE
Director of Public Works

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

By:_____
Donya Nunes
Deputy County Counsel

COUNTY OF STANISLAUS

By: _____
Andrew Johnson
GSA Director/Purchasing Agent

RIVER PARTNERS

By:_____
Julie Rentner
President

Attachment: Amendment No. 2 - River Partners (River Road (aka Hills Ferry) Bridge- River Partners Amendment No. 2)

Exhibit A
(First Amendment)

Additional Scope of Work & Compensation

[behind this page]

Attachment: Amendment No. 2 - River Partners (River Road (aka Hills Ferry) Bridge- River Partners Amendment No. 2)

RIVER PARTNERS

BOARD OF DIRECTORS

Hayleé Ayers

Mark Borges

Elena Flynn

Ken Grossman

Jay Jacobs

Julie Rentner

Monroe Sprague, M.D.

Headquarters
580 Vallombrosa Ave.
Chico, CA 95926
530.894.5401

928 2nd Street
Suite 200
Sacramento, CA 95814

433 Market Street
Colusa, CA 95932

1720 G Street
Modesto, CA 95358

2305 Historic Decatur Rd.
Suite 100
San Diego, CA 92106

riverpartners.org
info@riverpartners.org
State License 858059

February 18, 2025

Attn: Mark Hamblin
Stanislaus County Public Works Dept.
1716 Morgan Road
Modesto, CA 95358

New Project Proposal: Maintenance Services for the Hills Ferry Road Bridge Replacement Elderberry Transplants

Subject: Elderberry Transplants - Maintenance and Monitoring Services Proposal

Mr. Hamblin and Mr. Chrun,

The following proposal is for completing plant/site maintenance and monitoring requirements related to 4 elderberry shrubs that were transplanted from Hills Ferry Bridge Replacement Work Site to River Partners' Crows Landing River Ranch property. River Partners will maintain and monitor this planting area in accord with all requirements imposed by USFWS (per meetings and emails exchanged to date with USFWS Manager Margaret Sepulveda and Jason Frank, NV5, wherein Ms. Sepulveda approved the transplant project to proceed). River Partners will report on status of the shrubs as required by USFWS and to the County as needed. No formal mitigation plan was required by USFWS for this minor transplant and maintenance activity, just documentation of work activity, dates, transplant locations, irrigation setup, and an annual status update, which will be provided by River Partners with the County's preferred point of contact copied. River Partners will not be held responsible for elderberry shrub mortality caused by the stress of being transplanted late in the transplanting window.

This cost includes all labor, materials,

Total: $32,012.00

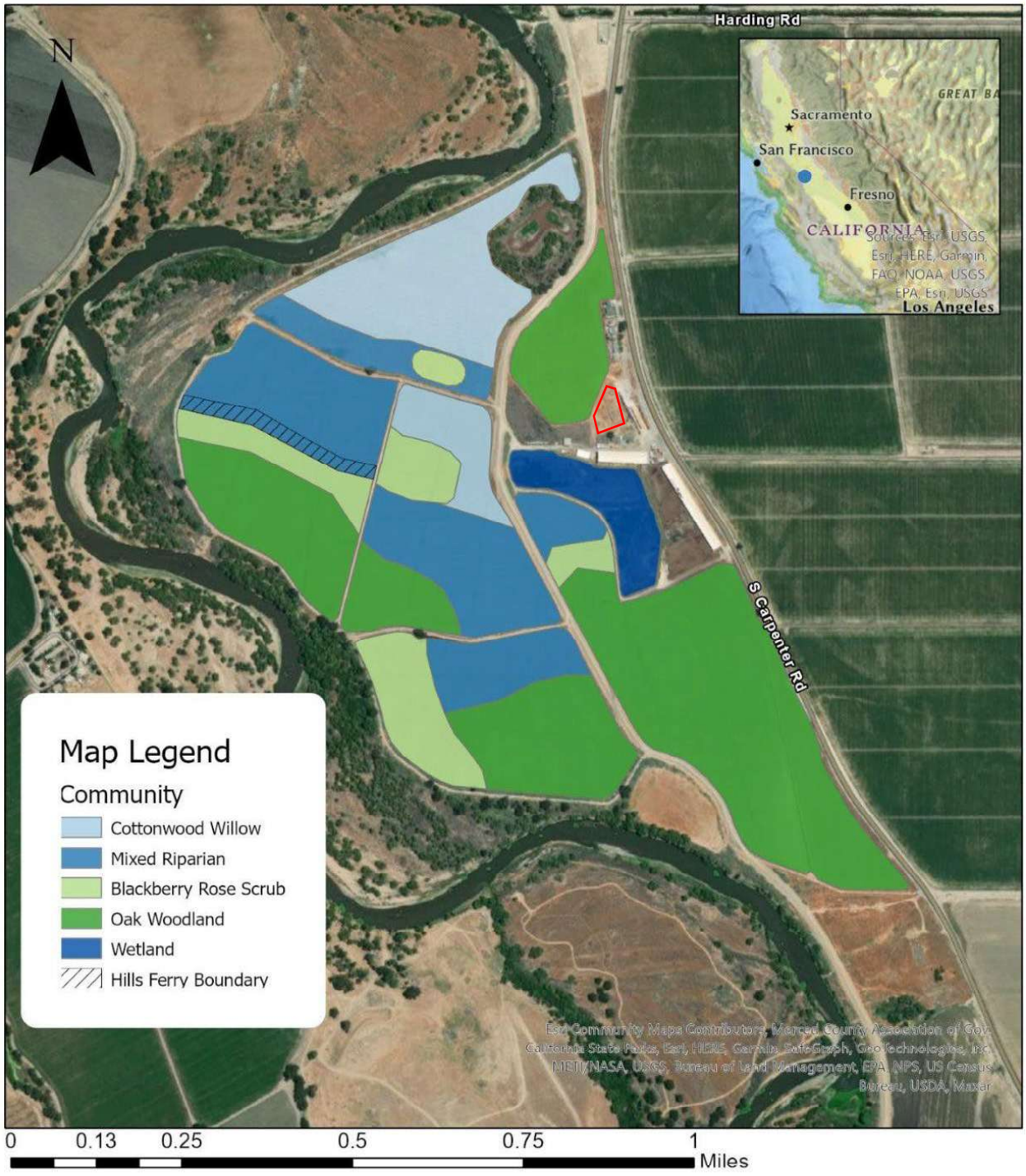
If you have any questions, please feel free to contact me at acosta@riverpartners.org.

Best,

Amanda Costa

Amanda Costa
Field Manager

Attachment: Amendment No. 2 - River Partners (River Road (aka Hills Ferry) Bridge- River Partners Amendment No. 2)



Crows Landing River Ranch Planting Layout

Date Created: May 19, 2023
Created by: Haley Mirts, River Partners

RIVER PARTNERS

Figure 1: Elderberry transplant location shown in red boundary, central eastern portion of site (image updated 2/16/25)

Attachment: Amendment No. 2 - River Partners (River Road (aka Hills Ferry) Bridge- River Partners Amendment No. 2)

ORACLE

Budget Adjustment Template

Budget Entry Identifier (For department tracking only)		Agenda Item 7351 River Rd over SJ River Bridge Replacement

*SC_FUND[..] (4 char)	*SC_COST CENTER[..] (7 char)	*SC_ACCOUNT[..] (5 char)	*SC_PROJECT[..] (7 char)	*SC_LOCATION[..] (6 char)	*SC_MISC[..] (6 char)	*SC_INTERFUND[..] (4 char)	*SC_FUTURE[..] (5 char)	Increase to Expense, Decrease to Revenue	Decrease to Expense, Increase to Revenue	Net Increase/(Decrease)	Comment
2260	0040521	27600	0000000	000000	055112	0000	00000		32,012	32,012	Increase Federal - Construcsion
										-	
2260	0040521	63000	0000000	000000	055112	0000	00000	32,012		32,012	Increase Professional Services
										-	
										-	
										-	
										-	
										-	
										-	
										-	
Total								32,012	32,012	64,024	

Explanation: Increase revenue estimated revenue by $32,012 and appropriations by $32,012 PW Hills Ferry Bridge budget unit Amendment No 2 with Rivers Partners

Requesting Department	CEO	Auditor-Controller's Office
Janelle Kostlivy	Patrick Cavanah	Christopher L Barnes
Prepared by	Approved By	Approved By
05.20.25	6/9/2025	5/21/2025
Date	Date	Date

Attachment: Budget Journal (River Road (aka Hills Ferry) Bridge- River Partners Amendment No. 2)

COMPLETE & RETURN THIS PAGE*

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $250 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $250 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

> An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
> (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
> (2) Serve as a member of a board or commission;
> (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
> (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials-list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?
   ☐ *YES* ☑ *NO*

   - If YES, please identify the person(s) or agent(s) making the contribution:

     _____

   - If YES, please identify the County Officer receiving the contribution:

     _____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ *YES* ☑ *NO*

   - If YES, please identify the person(s) or agent(s) making the contribution:

     _____

   - If YES, please identify the County Officer receiving the contribution:

     _____

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Attachment: Levine Act Disclosure Statement (River Road (aka Hills Ferry) Bridge- River Partners Amendment No. 2)

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:	Date Signed: 5/6/2025
Print Name: Julie Rentner	
Title: President	
Company: River Partners	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number:	RFP/Bid Title:

Attachment: Levine Act Disclosure Statement (River Road (aka Hills Ferry) Bridge- River Partners Amendment No. 2)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Public Works

BOARD AGENDA:5.C.5
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Adopt Plans and Specifications for the Highway Safety Improvement Program Cycle 10 Corridor Delineation & Rumble Strip Improvements Project and Award the Construction Contract to Bay Cities Paving & Grading, Inc.

STAFF RECOMMENDATION:

1. Approve the plans and specifications for the Highway Safety Improvement Program (HSIP) Cycle 10 Corridor Delineation & Rumble Strip Improvements Project.
2. Award a construction agreement to Bay Cities Paving & Grading, Inc., for the HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements Project.
3. Authorize the Director of Public Works to execute a construction agreement with Bay Cities Paving & Grading, Inc., in the amount of $5,650,006 and to sign necessary documents.
4. Authorize the Director of Public Works to execute change orders, not-to-exceed 10%, in accordance with Public Contract Code Section 20137 and 20142.
5. Direct the Auditor-Controller to increase estimated revenues and appropriation by $7,062,508 in the Public Works Road and Bridge budget unit.
6. Authorize the Director of Public Works to take any appropriate actions necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The Highway Safety Improvement Program (HSIP) Cycle 10 Corridor Delineation & Rumble Strip Improvements Project, Federal Aid Project No. HSIPSL-5938 (271) includes 84 miles of roadway segments throughout Stanislaus County. The work to be performed includes repairing the shoulder edge of pavement in preparation for the installation of wet-night edge lines, painting center lines, and installing rumble strips on either side of the road.

The Project is exempt from the California Environmental Quality Act (CEQA), under Class 1 of California Code Regulation, Title 14, §15301 (Existing Facilities). On September 14, 2023, a Notice of Exemption was filed with the Stanislaus Clerk-Recorder.

On January 27, 2025, an invitation to bid was electronically posted to the Planet Bids website. On February 28, 2025, five sealed bids were received, opened, and publicly

read. The engineer's estimate for the project was $7,085,000. A summary of the bids follows:

CONTRACTOR	BID AMOUNT
Bay Cities Paving & Grading, Inc.	$5,650,006
Teichert Construction	$5,946,590
Dirt Dynasty, Inc.	$6,494,000
United Pavement Maintenance, Inc.	$6,536,697
McGuire and Hester	$6,715,322

Staff reviewed the bid proposal package from Bay Cities Paving & Grading, Inc., determined it to be regular in all respects and recommends awarding a contract in the amount of $5,650,006.

Public Works anticipates construction to begin in July 2025 and be completed in September 2025.

POLICY ISSUE:

The County's purchasing policy requires Board of Supervisors' approval for contracts exceeding $200,000. This requirement is based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent. In addition, California Government Code Section 29125 provides that transfers and revisions to the adopted appropriations may be made by an action formally adopted by the Board of Supervisors at a regular or special meeting by a four-fifths vote.

FISCAL IMPACT:

Costs associated to assure delivery of this project are in the amount of $7,062,508 as follows:

Contract:	$ 5,650,006
Contingencies (10%):	$ 565,001
Construction Engineering (15%):	$ 847,501
(Material Testing/Construction Staking)	
Total:	**$ 7,062,508**

The total contract amount and construction engineering $7,062,508 will be funded with 100% Federal Highway Safety Improvement Program (HSIP).

Public Works recommends increasing both estimated revenues and appropriations by $7,062,508 in the Public Works Road and Bridge budget unit. Of this amount, $7,062,058 in revenue will come from the Federal Highway Safety Improvement Program (HSIP). The proposed appropriation increase includes $6,215,007 for professional services related to a construction contract with Bay Cities Paving & Grading Inc., and $847,501 for engineering services to support construction engineering.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by improving roadway safety in Stanislaus County.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David A. Leamon, Public Works Director Telephone: (209) 525-4130

ATTACHMENT(S):

1. Construction Agreement - Bay Cities Paving & Grading, Inc.
2. Available from Clerk - Plans & Specifications
3. Budget Adjustment
4. Levine Act Disclosure Statement

COUNTY OF STANISLAUS
CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into by and between **Bay Cities Paving & Grading, Inc.** whose place of business is located at **1450 Civic Court Bldg. B #400, Concord, CA 94520** ("Contractor"), and the County of Stanislaus ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. _____adopted on the _____ day of _____, 2025 awarded a construction contract in the amount of $5,650,006.14 to Contractor for the **HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements Federal Aid Project No. HSIPSL-5938(271), County Contract Number 220015 ("Project") at below location ("Site")**

Eighty Miles of Existing Roadway Throughout Stanislaus County

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

2.1 **Stanislaus County Public Works** designed the Project and furnished the Plans and Specifications. **Stanislaus County Public Works** shall have the rights assigned to Architect/Engineer in the Contract Documents.

2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.

Article 3. Contract Time and Liquidated Damages

3.1 Contractor shall commence Work on the date established in the Notice to Proceed as defined in the specification SC-23, page V-15 Working Days and Legal Holidays. County reserves the right to modify or alter the Commencement Date of the Work.

3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Number **60** Working Days from the date when the Contract Time commences to run as provided in the Agreement.

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

3.3 Liquidated damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Caltrans Standard Specifications.

3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 County shall pay Contractor the Contract Sum **Five Million, Six Hundred Fifty Thousand, Six Dollars and Fourteen Cents ($5,650,006.14)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid (Exhibit A).

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Contract Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations,

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Agreement with the following exhibits

- **Contractors Bid (Exhibit A)**
- **County's Insurance Requirements – (Exhibit B)**
- **Form FHWA-1273 (Exhibit C)**
- **Federal Wage Rates (Exhibit D)**
- **Encroachment Permit (if applicable)**

Public Works Request for Proposal
Contractor's Response
Project Plans
Project Specifications
State Standard Specifications and Standard Plans

Article 7. Indemnity

7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.

7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

8.1 Terms and abbreviations used in this Agreement are defined in Project Specification Special Conditions, Section 1 page V-1: DEFINITIONS AND TERMS and will have the meaning indicated therein.

8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq*.

8.4 The Contract Sum includes all allowances (if any).

8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a

claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:
Joe Giulian
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Contractor:
Jackie Cheng
Bay Cities Paving & Grading, Inc.
1450 Civic Court Bldg. B #400
Concord, CA 94520

Article 9. Certification Regarding Economic Sanctions Pursuant to California State Executive Order N-6-22

9.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

9.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

9.3 For contracts valued at $5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

COUNTY OF STANISLAUS

By: _____
David A. Leamon, Director
Department of Public Works

BAY CITIES PAVING & GRADING, INC.

By: Ben Rodriguez Jr
Ben Rodriguez Jr (Apr 23, 2025 08:51 PDT)
Ben Rodriguez Jr.
President

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: _____
Donya Nunes
Deputy County Counsel

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

EXHIBIT A

Contractor's Bid

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Bid Results

Bidder Details

Vendor Name	Bay Cities Paving & Grading, Inc
Address	1450 Civic Court Bldg B #400 Concord, California 94520 United States
Respondee	Ben Rodriguez Jr
Respondee Title	President
Phone	925-687-6666
Email	estimating@baycities.us
Vendor Type	CADIR
License #	238650

Bid Detail

Bid Format	Electronic
Submitted	02/28/2025 9:46 AM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	413298

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bay Cities Proposal Sheet III-1.pdf	Bay Cities Proposal Sheet III-1.pdf	Part III - Proposal, Sheet III-1
Insurance Acknowledgement SIGNED.pdf	Insurance Acknowledgement SIGNED.pdf	Insurance Requirements Acknowledgement
EEO Prime.pdf	EEO Prime.pdf	Equal Employment Opportunity Certification (Prime Contractor)
Sub EEO.pdf	Sub EEO.pdf	Equal Employment Opportunity Certification (Subcontractor)
Non-discrimination SIGNED.pdf	Non-discrimination SIGNED.pdf	Non-Discrimination of Individuals with Disabilities
8 - Non-Collusion Affidavit.pdf	8 - Non-Collusion Affidavit.pdf	Non-Collusion Affidavit
9 - Public Contract Code.pdf	9 - Public Contract Code.pdf	Public Contract Code
10 - Debarment and Suspension Certification.pdf	10 - Debarment and Suspension Certification.pdf	Debarment and Suspension Certification
11 - Exhibit 10-Q Disclosure of Lobbying Activities.pdf	11 - Exhibit 10-Q Disclosure of Lobbying Activities.pdf	Exhibit 10-Q - Disclosure of Lobbying Activities
24.12.10 W9.pdf	24.12.10 W9.pdf	W-9
Proposal Signature Sheet w Add 5.pdf	Proposal Signature Sheet w Add 5.pdf	Proposal Signature Sheet
DBE Confirmation Stanislaus.pdf	DBE Confirmation Stanislaus.pdf	Exhibit 9-I DLA DBE Confirmation
Levine Act SIGNED.pdf	Levine Act SIGNED.pdf	Levine Act Disclosure Statement

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Subcontractors

Showing 5 Subcontractors

Name & Address	Desc	License Num	Amount	Type
ABSL Construction 29334 Pacific St Hayward, California 94544	Grindings	621781	$100,300.00	SBE, MBE
ASPHALT DIKE CONSTRUCTION INC P O BOX 790 GOSHEN, California 93227	Shoulder Backing	283095	$43,200.00	
Anrak Corporation 5820 Mayhew Road Sacramento, California 95827	Rumble Strip	256390	$118,516.00	
Pacific Northwest Oil 3310 E. Miner Stockton, California 95205	Tack	705296	$45,680.00	
Specialized Pavement Marking 6868 Avenue 305 Goshen, California 93227	Striping	854894	$2,670,148.00	

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Imported Items							$5,650,006.14		
1	SP-04		MOBILIZATION	LS	1	$565,000.00	$565,000.00	Yes	
2	SP-03		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	$2,067.67	$2,067.67	Yes	
3	SP-06		PORTABLE CHANGEABLE MESSAGE SIGNS	EA	6	$2,758.67	$16,552.02	Yes	
4	SP-07		WATER POLLUTION CONTROL (WPC)	LS	1	$16,450.08	$16,450.08	Yes	
5	SP-08		CLEARING AND GRUBBING (VEGETATION ONLY)	LS	1	$53,588.28	$53,588.28	Yes	
6	SP-09 SP-10		LEAD COMPLIANCE PLAN	LS	1	$1,607.65	$1,607.65	Yes	
7	SP-05		CONTRACTOR SUPPLIED BIOLOGIST	LS	1	$26,794.14	$26,794.14	Yes	
8	SP-11 SP-12		TEMPORARY TRAFFIC CONTROL	LS	1	$528,400.00	$528,400.00	Yes	
9	SP-13		SURFACE PREPARATION (POTHOLE REPAIRS)	ALLOWANCE	50000	$1.00	$50,000.00	Yes	
10	SP-14		SAFETY SHOULDER REPAIR (FULL AND PARTIAL WIDTH)	SF	69211	$7.51	$519,774.61	Yes	
11	SP-15		SHOULDER BACKING	TON	1605	$106.64	$171,157.20	Yes	
12	SP-16		HOT MIX ASPHALT TYPE A (EASTIN RD)	TON	8640	$90.80	$784,512.00	Yes	
13	SP-16		CLASS II AGGREGATE BASE (EASTIN RD)	TON	2198	$104.11	$228,833.78	Yes	
14	SP-16		SHOULDER BACKING (EASTIN RD)	TON	574	$68.74	$39,456.76	Yes	
15	SP-17		REMOVE WHITE STRIPING & MARKERS	LF	853266	$0.32	$273,045.12	Yes	
16	SP-17		REMOVE YELLOW STRIPING & MARKERS	LF	426835	$0.48	$204,880.80	Yes	
17	SP-17		REMOVE PAVEMENT MARKINGS (HSIP ROAD)	SF	6543	$3.22	$21,068.46	Yes	
18	SP-17		REMOVE PAVEMENT MARKINGS (ADJACENT ROAD MARKINGS)	SF	7669	$3.22	$24,694.18	Yes	
19	SP-18		6" RUMBLE STRIP EDGELINE	LF	697150	$0.29	$202,173.50	Yes	
20	SP-19		TRANSVERSE (RUMBLE STRIPS)	LF	2547	$24.23	$61,713.81	Yes	
21	SP-20		THERMOPLASTIC CENTERLINE STRIPING (DETAIL 6) (F)	LF	172540	$0.75	$129,405.00	Yes	
22	SP-20		THERMOPLASTIC CENTERLINE STRIPING (DETAIL 19) (F)	LF	96033	$1.93	$185,343.69	Yes	
23	SP-20		THERMOPLASTIC CENTERLINE STRIPING (DETAIL 22) (F)	LF	153305	$2.79	$427,720.95	Yes	
24	SP-20		THERMOPLASTIC EDGE LINE STRIPING (DETAIL 27B) (F)	LF	838540	$1.13	$947,550.20	Yes	
25	SP-20		THERMOPLASTIC EDGE LINE STRIPING (DETAIL 27C) (F)	LF	8454	$1.13	$9,553.02	Yes	
26	SP-20		THERMOPLASTIC EDGE LINE STRIPING (DETAIL 29) (F)	LF	2124	$6.43	$13,657.32	Yes	
27	SP-20		THERMOPLASTIC STRIPING (DETAIL 32) (F)	LF	1452	$6.43	$9,336.36	Yes	
28	SP-20		THERMOPLASTIC STRIPING (DETAIL 38A) (F)	LF	1460	$1.71	$2,496.60	Yes	
29	SP-20		THERMOPLASTIC STRIPING (6" WHITE STRIPE) (F)	LF	429	$3.22	$1,381.38	Yes	
30	SP-20		THERMOPLASTIC STRIPING (6" YELLOW STRIPE) (F)	LF	368	$3.22	$1,184.96	Yes	
31	SP-20		THERMOPLASTIC STRIPING (CROSSWALK STRIPING) (F)	LF	386	$8.57	$3,308.02	Yes	
32	SP-20		ONE WAY REFLECTIVE MARKERS 12FT APART (F)	EACH	48	$26.79	$1,285.92	Yes	
33	SP-20		THERMOPLASTIC PAVEMENT MARKINGS (HSIP ROADS) (LEGENDS) (F)	SF	6378	$9.65	$61,547.70	Yes	
34	SP-20		THERMOPLASTIC PAVEMENT MARKINGS (ADJACENT MARKINGS) (LEGENDS) (F)	SF	6376	$9.65	$61,528.40	Yes	
35	SP-20		THERMOPLASTIC CENTERLINE STRIPING (DETAIL 22) (ADJACENT MARKINGS) (F)	LF	229	$2.79	$638.91	Yes	
36	SP-20		THERMOPLASTIC STRIPING (DETAIL 27B) (ADJACENT MARKINGS) (F)	LF	505	$1.13	$570.65	Yes	
37	SP-21		AS-BUILT DRAWINGS	LS	1	$1,727.00	$1,727.00	Yes	

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Line Item Subtotals

Section Title	Line Total
Imported Items	**$5,650,006.14**
Grand Total	**$5,650,006.14**

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

EXHIBIT B

County Insurance Requirements

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

EXHIBIT B

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which any insurer of Contractor may acquire against the County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United

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States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety,

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authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

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_____ Exempt from Auto – By initialing, I certify Contractor's officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

_____ Exempt from WC – By initialing, I certify Contractor is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Ben Rodriguez Jr Date: 04/23/2025

Signature: Ben Rodriguez Jr (Apr 23, 2025 08:51 PDT) Date: 04/23/2025

Vendor Name: Bay Cities Paving & Grading, Inc.

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: Derick Holt (Apr 16, 2025 13:24 PDT) Date: 04/16/2025

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EXHIBIT C

Form FHWA-1273-Revised October 23, 2023

Required Contract Provisions Federal-Aid Construction Contracts

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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

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2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

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the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

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mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT D

Federal Wage Rates

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

"General Decision Number: CA20250018 02/07/2025

Superseded General Decision Number: CA20240018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	02/07/2025

ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 34.56	11.40
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07
Area 2	$ 64.56	25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Area 1.....$ 49.62 41.27
Area 2.....$ 45.60 38.99

BRCA0003-001 08/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 41.18	18.58

BRCA0003-003 08/01/2023

	Rates	Fringes
MARBLE MASON	$ 60.20	28.82

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 43.90	19.51
TERRAZZO WORKER/SETTER	$ 59.06	28.31

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 37.75	19.28
Area 2	$ 34.76	19.22
Area 3	$ 32.68	18.32
Tile Layer		
Area 1	$ 59.92	22.62
Area 2	$ 55.17	22.52
Area 3	$ 50.28	22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Carpenters
Bridge Builder/Highway Carpenter.....$ 60.39 33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....$ 60.54 33.52
Journeyman Carpenter.....$ 60.39 33.52
Millwright.....$ 60.49 35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

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CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Filer.....$ 55.00 31.49
Journeyman Carpenter.....$ 54.85 31.49
Millwright.....$ 54.95 33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer,		

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Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 47.77 31.49
Journeyman Carpenter.....$ 47.62 31.49
Millwright.....$ 50.12 33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 57.18	3%+27.15
Technician	$ 65.76	3%+27.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 91.25	3%+45.315

ELEC0100-002 06/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.00	29.15

ELEC0100-005 12/01/2024

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

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E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 65.16	29.55
Zone B	$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety

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systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 100.25	46.72
ELECTRICIAN	$ 87.17	46.33

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's

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chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	28.35
Technician	$ 65.18	28.61

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 84.18	3%+44.68
ELECTRICIAN	$ 73.20	3%+44.68

ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work	$ 51.92	3%+30.48
(2) All other work	$ 49.45	3%+30.48

ELEC0595-006 12/01/2024

ALAMEDA COUNTY

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	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	3%+26.65
Technician	$ 65.18	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	3%+26.65
Technician	$ 52.07	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2024

SAN MATEO COUNTY

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	Rates	Fringes
ELECTRICIAN	$ 82.00	48.05

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 48.50	30.09

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

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performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.01
(3) Groundman	$ 40.76	21.51
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 80.76	37.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes

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OPERATOR: Power Equipment
(AREA 1:)

GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A	$ 49.25	31.03

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		

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Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 56.82	31.03
GROUP 1-A	$ 59.29	31.03
GROUP 2	$ 55.56	31.03
GROUP 3	$ 54.23	31.03
GROUP 4	$ 53.09	31.03
GROUP 5	$ 51.95	31.03
UNDERGROUND:		
GROUP 1	$ 56.72	31.03
GROUP 1-A	$ 59.19	31.03
GROUP 2	$ 55.46	31.03
GROUP 3	$ 54.13	31.03
GROUP 4	$ 52.99	31.03
GROUP 5	$ 51.85	31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip

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form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire

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tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

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GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 51.23	39.55
AREA 2:		
(1) Leverman	$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 53.23	39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
  Area 1: All but the Western border with Mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeastern border with
  Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

  GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

  GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

  GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

  AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.08	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.58	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 37.75	29.69
Area 2	$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

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rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

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TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30

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GROUP 3.....$ 36.25 27.30
GROUP 4.....$ 29.94 27.30
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 36.25 27.30
(2) Establishment Warranty
Period.....$ 29.94 27.30
LABORER (WRECKING - AREA A:)
GROUP 1.....$ 36.50 27.30
GROUP 2.....$ 36.35 27.30
Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 37.46 27.30
GROUP 2.....$ 36.96 27.30
GROUP 3.....$ 36.37 27.30
GROUP 4.....$ 36.25 27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete

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chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher;

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Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes

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PLASTER TENDER.....$ 41.93 30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work);

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Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

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Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work

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performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

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GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill;

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Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after

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the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

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GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LAB00294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LAB00304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/26/2023

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		

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GROUP 1.....$ 37.46 27.30
GROUP 2.....$ 36.96 27.30
GROUP 3.....$ 36.37 27.30
GROUP 4.....$ 36.25 27.30

LABORER (WRECKING - AREA A:)
GROUP 1.....$ 36.50 27.30
GROUP 2.....$ 36.35 27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of

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type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material

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cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE		

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CLOSURE)
Escort Driver, Flag Person..$ 37.26 27.30
Traffic Control Person I....$ 37.56 27.30
Traffic Control Person II...$ 35.06 27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30

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GROUP 1-a.....$ 36.72 27.30
GROUP 1-c.....$ 36.55 27.30
GROUP 1-e.....$ 37.05 27.30
GROUP 1-f.....$ 37.08 27.30
GROUP 1-g.....$ 36.70 27.30
GROUP 2.....$ 36.35 27.30
GROUP 3.....$ 36.25 27.30
GROUP 4.....$ 29.94 27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)
(1) New Construction.....$ 36.25 27.30
(2) Establishment Warranty Period.....$ 29.94 27.30

LABORER (GUNITE - AREA A:)
GROUP 1.....$ 37.46 27.30
GROUP 2.....$ 36.96 27.30
GROUP 3.....$ 36.37 27.30
GROUP 4.....$ 36.25 27.30

LABORER (WRECKING - AREA A:)
GROUP 1.....$ 36.50 27.30
GROUP 2.....$ 36.35 27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and

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grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

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GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

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scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small

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diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling

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and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

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HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 60.41	31.34
AREA 2	$ 56.28	29.94

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 40.85	22.40

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 54.13	27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes

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GLAZIER.....$ 44.33 28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62

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GROUP 3.....$ 35.11 17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 85.50	48.98

PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

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	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 72.68	32.91

PLUM0062-001 07/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 53.00	41.70

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 65.28	48.04
(2) All other work	$ 66.17	48.04

PLUM0246-001 07/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.00	40.69

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 54.05	36.99

PLUM0467-001 07/01/2024

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 83.75	40.65

ROOF0027-002 09/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 45.76	16.86

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

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ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 55.30	22.97

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 49.65	22.19

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 08/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 79.13	38.51

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* SFCA0669-011 01/01/2025

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 46.42	28.42

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

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AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2024

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	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.54	33.25
GROUP 2	$ 41.84	33.25
GROUP 3	$ 42.14	33.25
GROUP 4	$ 42.49	33.25
GROUP 5	$ 42.84	33.25

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when

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pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were

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adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

==========

END OF GENERAL DECISION"

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

GUARANTEE

TO: The County of Stanislaus ("County"), for the HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements Federal Aid Project No. HSIPSL-5938(271), County Contract No. 220015.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

(SIGNATURE ON NEXT PAGE)

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: 04/23/2025

BAY CITIES PAVING & GRADING, INC.

By: Ben Rodriguez Jr
Ben Rodriguez Jr (Apr 23, 2025 08:51 PDT)
Signature

Ben Rodriguez Jr.
Print Name

President
Title

1450 Civic Court Bldg. B #400
Street Address

Concord, CA 94520
City, State, Zip code

END OF GUARANTEE

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

LABOR LAW REQUIREMENTS AND CERTIFICATION
for
HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements
Federal Project No. HSIPSL-5938(271)
County Contract No. 220015

The Federal and State labor law requirements and County labor compliance requirements applicable to this contract are composed of but not limited to the following items:

(1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;

(2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;

(3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;

(4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);

(5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;

(6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;

(7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;

(8) The requirement to list all subcontractors under Public Contracts Code Section 4104;

(9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;

(10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;

(11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

(12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;

(13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.

(14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.

(15) The acknowledgement that this project is subject to monitoring and enforcement by the California Department of Industrial Relations.

(16) The requirement to post at each job site applicable prevailing wage determinations and the notice required by 8 Cal. Code Reg.§16451(d).

CERTIFICATION:
I acknowledge that I have been informed and am aware of the foregoing requirements.

BAY CITIES PAVING & GRADING, INC.
Contractor

By: Ben Rodriguez Jr
Ben Rodriguez Jr (Apr 23, 2025 08:51 PDT)
Signature

Ben Rodriguez Jr.
Print Name

President
Title

Date: 04/23/2025

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

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

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities,

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ACKNOWLEDGE:

Date: 04/23/2025

Contractor: Bay Cities Paving & Grading, Inc.

By: Ben Rodriguez Jr
Ben Rodriguez Jr (Apr 23, 2025 08:51 PDT)
Signature

Ben Rodriguez Jr
Print Name

Presdient
Title

Attachment: Construction Agreement - Bay Cities Paving & Grading, Inc. (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

AVAILABLE FROM THE CLERK

Plans & Specifications for the

HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements Project

Attachment: Available from Clerk - Plans & Specifications (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements - Construction

ORACLE

Budget Adjustment Template

Budget Entry Identifier (For department tracking only)		Agenda Item 7352 - HSIP Cycle 10

*SC_FUND[..] (4 char)	*SC_COST CENTER[..] (7 char)	*SC_ACCOUNT[..] (5 char)	*SC_PROJECT[..] (7 char)	*SC_LOCATION[..] (6 char)	*SC_MISC[..] (6 char)	*SC_INTERFUND[..] (4 char)	*SC_FUTURE[..] (5 char)	Increase to Expense, Decrease to Revenue	Decrease to Expense, Increase to Revenue	Net Increase/(Decrease)	Comment
1102	0040310	27600	0000000	000000	055114	0000	00000		7,062,508	7,062,508	Increase Federal - Construction
1102	0040310	63000	0000000	000000	055114	0000	00000	6,215,007		6,215,007	Increase Professional Services
1102	0040310	87540	0000000	000000	055114	0000	00000	847,501		847,501	Increase Intrafund Engineering Services
										-	
										-	
Total								7,062,508	7,062,508	14,125,016	

Explanation: Increase estimated revenue and appropriations by $7,062,508 HSIP Cycle 10 Project in the PW Road ConstructionProject budget unit

Requesting Department	CEO	Auditor-Controller's Office
Janelle Kostlivy	Patrick Cavanah	Christopher L Barnes
Prepared by	Approved By	Approved By
05.05.25	6/9/2025	5/29/2025
Date	Date	Date

Attachment: Budget Adjustment (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements -

COMPLETE & RETURN THIS PAGE*

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $250 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $250 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

> An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
> (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
> (2) Serve as a member of a board or commission;
> (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
> (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials-list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?
   ☐ *YES* ☑ *NO*

   - If YES, please identify the person(s) or agent(s) making the contribution:

     _____

   - If YES, please identify the County Officer receiving the contribution:

     _____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ *YES* ☑ *NO*

   - If YES, please identify the person(s) or agent(s) making the contribution:

     _____

   - If YES, please identify the County Officer receiving the contribution:

     _____

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Attachment: Levine Act Disclosure Statement (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements - Construction Contract

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Ben Rodriguez	Date Signed: 4/29/2025
Print Name: Ben Rodriguez	
Title: President	
Company: Bay Cities Paving & Grading, Inc.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number:	RFP/Bid Title:

Attachment: Levine Act Disclosure Statement (HSIP Cycle 10 Corridor Delineation & Rumble Strip Improvements - Construction Contract

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Public Works

BOARD AGENDA:5.C.6
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Set a Public Hearing on August 5, 2025, at the 9:00 AM Meeting, Regarding Fiscal Year 2025-2026 Assessments for the Various County Service Areas, a Landscape Assessment District, and Landscape and Lighting Districts

STAFF RECOMMENDATION:

1. Set a public hearing on August 5, 2025, at the 9:00 a.m. meeting, regarding Fiscal Year 2025-2026 assessments for the various County Service Areas, a Landscape Assessment District, and Landscape and Lighting Districts.
2. Authorize the Clerk of the Board to publish the notice pursuant to Section 6066 of the Government Code.

DISCUSSION:

Stanislaus County currently administers 28 special benefit districts, which consist of 20 County Service Areas (CSA), 7 Landscape and Lighting Districts (LLD), and one Landscape Assessment District (LAD).

County Service Areas (CSA), provide property owners extended maintenance services for storm drain systems, landscaping at the storm drain basin, and landscaping of the park system to their respective districts. Services may be in the form of street sweeping, maintenance of the storm drain system, landscaping services, streetscaping services, and/or park maintenance. Landscape and Lighting Districts (LLD) generally provide streetlight operations and maintenance. The lone Landscape Assessment District (LAD) provides streetscape services to the Del Rio area.

Eleven of the twenty CSAs (CSA 16, and 18-27), all LLDs, and the LAD have an approved methodology in place to annually adjust the assessment rate based on the projected costs of services. However, the methodology was not implemented when CSA Nos. 4 through 12 were established; therefore, the assessments for these districts may not be increased without a Proposition 218 vote. It has been necessary to use fund balance each year to offset the operations and maintenance costs that exceed the available assessment. When the fund balance is depleted, it will be necessary to either reduce service levels to match the available assessment or conduct a Proposition 218 vote to increase the assessment.

The Department of Public Works and Department of Parks and Recreation staff have made a concentrated effort to review each CSA, LAD, and LLD to determine appropriate levels of service for each and to develop costs based on those services. In

general, cost increases are due to several factors, including increased labor costs, equipment rental, material, energy and fuel costs, vandalism, and theft.

The preparation of the Fiscal Year 2026 Budget and the Engineer's Reports resulted in some variances in the reported numbers. When the Engineer's Reports and associated assessments are approved, reconciliation will be performed, and the Special District Summary budget schedule will be updated and submitted with the 2026 Adopted Budget in September 2025. Attached to this report is the proposed Assessment Schedule for Fiscal Year 2026, which provides information on projected fund balances as of June 30, 2025, the Annual Budget, and the Fiscal Year 2026 proposed assessments.

In recent years, the assessments for CSAs and the LAD were not increased as fund balances were either stable, increasing, or not significantly decreasing. Fund balances varied due to services provided and the cost of operations and maintenance in the districts. Fund balances need to be maintained at an adequate level for replacement of capital equipment and emergency repair/replacement but should not be used to cover maintenance and operation costs.

The table below displays the total beginning fund balance for CSAs starting in Fiscal Year 2017. Over the past five years, CSA fund balances have fluctuated. In Fiscal Year 2021, the combined fund balance saw an overall increase; Fiscal Year 2022 and Fiscal Year 2023 saw overall fund balance declines of 4.2% and 6.7%, respectively, which were not out of the ordinary. Steep inflation experienced in Fiscal Year 2024 has depleted available funds by 27.7%. This rapid and unforeseen inflationary period required the Public Works and Parks and Recreation departments to reduce services to match the revenue being collected and increase the assessment to provide adequate revenue to cover appropriate service levels. Due to the increase in assessments and the reduction in services in Fiscal Year 2024, there was slight increase in the fund balance. Staff will conduct analysis every year and determine the appropriate increase to the assessment within the CSAs and the LAD. At the same time, services will need to be reduced until the deficit is recovered.

Total CSAs Beginning Fund Balance 2016-2017	Total CSAs Beginning Fund Balance 2017-2018	Total CSAs Beginning Fund Balance 2018-2019	Total CSAs Beginning Fund Balance 2019-2020	Total CSAs Beginning Fund Balance 2020-2021	Total CSAs Beginning Fund Balance 2021-2022	Total CSAs Beginning Fund Balance 2022-2023	Total CSAs Beginning Fund Balance 2023-2024	Total CSAs Beginning Fund Balance 2024-2025	Total CSAs Beginning Fund Balance 2025-2026
$ 2,220,641	$ 1,932,290	$ 1,671,328	$ 1,692,677	$ 1,730,197	$ 1,656,788	$ 1,543,753	$ 1,115,709	$ 1,209,954	$ 1,471,808

CSA Nos. 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and the Del Rio LAD have an approved methodology (formula) in place to annually adjust the assessment rate based on projected costs of services. Therefore, the assessment for these districts may be increased without a Proposition 218 vote of the respective property owners. For Fiscal Year 2026, no assessment increases are proposed. This decision is based on the on-going analysis being conducted by Public Works staff to explore the possibility of combining existing zones within districts and consolidating districts into a single unified district. As this process is complex and will require time to complete, Staff recommends placing the assessment increases on hold. Staff has made the necessary adjustments by reducing services to align with the current budget and ensure fiscal responsibility during this transitional period.

Note: CSA 17 – Sunray Estates was dissolved upon the formation of CSA No. 26 – Keyes.

CSA No. 4 and CSA No. 10 – Salida Area

On March 24, 2021, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2021-03, approving the divestiture of storm drain services from CSA No. 10 and annexing into CSA No. 4 for storm drain services. CSA No. 4 provides Public Works services, such as street sweeping and storm drainage services, and includes a reserve account to pay for storm drain pump replacements. Public Works services were removed from CSA No. 10 as a result of the annexation that was approved by LAFCO on March 24, 2021 (Resolution No. 2021-03). Due to an assessment allocation error discovered in Fiscal Year 2023, the amount of $250,000, will have to be transferred out to CSA No. 10 Fund Balance. The repayment of this debt is spread over four years. The first payment of $62,500 was made during Fiscal Year 2024 and the final payment anticipated during Budget Year 2027. The proposed CSA No. 4 budget includes $62,500 in repayment to CSA No. 10.

CSA Nos. 7, 8, 9, 11 and 12

The assessments for these districts are fixed and cannot be increased without property owner approval through an official proceeding. Therefore, the recourse was to reduce the frequency of street sweeping within the districts. Services will remain reduced until the deficit is recovered. An assessment increase is necessary, as well as a new assessment methodology, to continue to provide services by ensuring sufficient revenues for the continued operations and maintenance of these CSAs. Public Works staff will work to find the best path forward to increase revenues to maintain the best possible services for these districts. The continued use of fund balance for CSA Nos. 8, 9, and 11 to offset the cost of operating the CSAs depleted their fund balances. Staff is considering alternatives and options for resolving the ongoing financial difficulties in these CSA's.

New Service Zones

During the period from 2022 to 2025, a few annexations of the development properties were completed, and new service areas were added to CSAs 24 and 26, which resulted in the higher total budgets for these CSAs. The operating budgets of the new annexed zones do not affect the budgets and the assessment rates of the existing zones. Due to delays in the developments, the special services were not provided in new zones during Fiscal Year 2025. The newly annexed properties will be assessed beginning in Fiscal Year 2026. More detailed information about new zones fund balances and the assessments can be found on the attached Assessment Schedule 2025-2026.

POLICY ISSUE:

Government Code Section 25210 et seq. (CSA) and Streets and Highways Code Sections 22565 through 22574 (LLD) require that the Board adopt an annual budget and assessment provided on the written report containing a description of each parcel of real property receiving the extended service be prepared once a year and filed with the Clerk of the Board.

Government Code Section 6066 requires publication of notice once per week, for two consecutive weeks.

FISCAL IMPACT:

The total assessments are $1,025,372 for the CSAs, $168,726 for the LLDs, and $5,152 for the LADs. Total assessment amounts will be included in the 2026 Adopted Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by ensuring adequate storm drainage, landscape/streetscape maintenance and/or lighting to the respective districts.

STAFFING IMPACT:

Existing Department of Public Works and Parks and Recreation staff will provide maintenance and administrative services to the special districts.

CONTACT PERSON:

David A. Leamon, Public Works Director Telephone: (209) 525-4130

ATTACHMENT(S):

1. CSA - LLD Assessment Schedule 2025-2026
2. Available from Clerk - Engineering Reports
3. Notice of Hearing Regarding Fiscal Year 2025-2026

Assessment Schedule 2025-2026 **Exhibit A**

County Service Area (CSA)	Beginning Fund Balance* FY 2025-2026	Required Capital Reserve	Available Capital Reserve	Budget FY 2025-2026	6-Month "Dry Period" Funding FY 2025-2026	Use of Fund Balance	Total Assessment/ Revenue Generated	EBU/ Parcels	Budget Year 2025-2026 Assessment per EBU/Parcel	Prior Year Assessment per EBU/Parcel	4-Year Average	% Change from Prior Year
CSA-4	176,374	405,000	78,584	164,502	82,251	0	164,502	5,242.12	31.38	31.38	31.38	0.0%
CSA-5	127,442	46,000	46,000	15,364	7,682	(8,976)	6,388	198.15	32.24	32.24	32.24	0.0%
CSA-7	33,338	25,000	25,000	9,686	4,843	(7,701)	1,985	7.82	253.81	253.81	253.81	0.0%
CSA-8	(4,565)	0	0	721	360	0	721	23.07	31.24	31.24	31.24	0.0%
CSA-9	(3,074)	0	0	1,462	731	0	1,462	72.16	20.26	20.26	20.26	0.0%
CSA-10 - Parks	46,425	0	0	410,205	205,103	0	410,205	2,980.29	139.32	139.32	139.32	0.0%
CSA 10- Admin	42,628	0	0	5,000	2,500	0	5,000	0.00	0.00	0.00	0.00	0.0%
CSA-11	(6,460)	0	0	810	405	0	810	6.00	135.00	135.00	54.00	0.0%
CSA-12	916	0	0	1,000	500	0	1,000	12.00	83.34	83.34	83.34	0.0%
CSA-16	82,485	56,000	56,000	30,156	15,078	(13,507)	16,649	29.32	567.76	567.76	518.45	0.0%
CSA 18-Atlas Park	22,749	5,000	5,000	12,564	6,282	(768)	11,796	14.48	814.88	814.88	744.11	0.0%
CSA 18-Fairway 7	24,644	25,520	0	12,690	6,345	(15)	12,675	12.18	1,040.30	1,040.30	881.93	0.0%
CSA-19 Runyan	2,869	600	600	1,630	815	(589)	1,041	20.00	52.05	52.06	47.54	0.0%
CSA-19 Sterling	98,992	59,400	59,400	70,178	35,089	(31,579)	38,599	306.68	125.86	125.86	114.93	0.0%
CSA 19 Palm Estates & Wenstrand Ranch	41,605	0	0	27,267	13,634	(11,084)	16,183	57.37	282.08	282.08	257.59	0.0%
CSA 20-Summit	25,207	0	0	10,788	5,394	(1,161)	9,627	35.97	267.64	267.63	244.39	0.0%
CSA 20-BMW/KIA/Lexus	11,862	0	0	5,077	2,539	(580)	4,497	13.54	332.13	332.11	303.27	0.0%
CSA-21	78,211	6,000	6,000	33,181	16,591	(7,278)	25,903	53.98	479.89	479.89	438.22	0.0%
CSA-22	29,380	0	0	13,574	6,787	(5,641)	7,933	10.16	780.50	780.50	712.72	0.0%
CSA-23	5,439	0	0	11,000	5,500	(7,204)	3,796	75.07	50.56	50.56	46.17	0.0%
CSA-24	70,419	0	0	18,642	9,321	0	18,642	34.24	544.45	544.45	497.17	0.0%
CSA-25	3,877	0	0	10,496	5,248	(3,713)	6,783	13.19	514.17	514.17	469.52	0.0%
CSA 26-Keyes	368,965	188,132	133,106	166,213	83,107	0	166,213	1,288.10	129.04	129.03	117.83	0.0%
CSA 26-Keyes North/South	181,729	68,943	0	79,558	39,779	0	79,558	121.88	652.76	652.74	481.72	0.0%
CSA-27	10,351	0	0	13,404	6,702	0	13,404	118.76	112.87	112.87	103.07	0.0%
	1,471,808			**1,125,169**			**1,025,372**					

Landscape & Lighting District (LLD)	Fund Balance	Required Operational Reserve	Available Operational Reserve	Budget FY 2025-2026	6-Month "Dry Period" Funding	Use of Fund Balance	Revenue Generated	EBU/ Parcels	Budget Year 2025-2026 Assessment per EBU/Parcel	Prior Year Assessment	4-Year Average	% Change from Prior Year
Bret Harte	224,741	3,000	3,000	54,894	27,447	(440)	54,454	1,191	45.72	45.72	45.72	0.0%
Bystrum	117,128	3,000	3,000	29,522	14,761	(1,244)	28,278	526	53.76	53.76	53.76	0.0%
Howard-McCracken	120,735	5,500	5,500	24,772	12,386	(1,105)	23,667	18	1,314.82	1,314.82	1,314.82	0.0%
Laurel	48,423	3,000	3,000	13,572	6,786	(699)	12,873	159	80.96	80.95	80.95	0.0%
Paradise South	74,048	3,000	3,000	23,476	11,738	(1,066)	22,410	381	58.82	58.81	58.81	0.0%
Riverdale	70,888	2,000	2,000	13,096	6,548	(765)	12,331	206	59.86	59.85	59.85	0.0%
Riverview	54,679	3,000	3,000	15,550	7,775	(837)	14,713	335	43.92	43.92	43.92	0.0%
	710,643			**174,882**			**168,726**					
Del Rio Landscape Assessment District	8,578			8,396	4,198	(3,244)	5,152	42.17	122.16	122.16	110.78	0.0%
* Includes Capital/Operational Reserve												
	719,221			**183,278**			**173,878**					

Attachment: CSA - LLD Assessment Schedule 2025-2026 (Set Public Hearing for Special District Budget

AVAILABLE FROM THE CLERK
ENGINEER'S REPORTS

Attachment: Available from Clerk - Engineering Reports (Set Public Hearing for Special District Budget Assessment Approval FY 25-26)

NOTICE OF HEARING REGARDING FISCAL YEAR 2025-2026 ASSESSMENTS
FOR VARIOUS COUNTY SERVICE AREAS
AND LANDSCAPE AND LIGHTING DISTRICTS

NOTICE IS HEREBY GIVEN that on Tuesday, August 5th, 2025, at the hour of 9:00 a.m., or as soon thereafter as the matter may be heard, in the Joint Chambers located in the basement of the County/City Administration Building, 1010 10th Street, Modesto, California, the Board of Supervisors of Stanislaus County will hold a Public Hearing regarding the proposed Fiscal Year 2025-2026 assessments for the following County Service Areas, Landscape Assessment District and Landscape and Lighting Districts:

CSA NO. 4 – SALIDA STROM DRAIN (SALIDA)
CSA NO. 5 - STARLITE PLACE (KEYES)
CSA NO. 7 - MODESTO AUTO CENTER (NORTH MODESTO)
CSA NO. 8 - HONEY BEE ESTATES (EMPIRE)
CSA NO. 9 - RIVER/SOUZA (MODESTO/CERES)
CSA NO. 10 - SALIDA
CSA NO. 11- GILBERT ROAD (OAKDALE)
CSA NO. 12- PEACH BLOSSOM ESTATES (OAKDALE)
CSA NO. 16- OLIVE RANCH ESTATES (OAKDALE)
CSA NO. 18- ATLAS PARK (OAKDALE)
CSA NO. 19- TUOLUMNE-GRATTON (DENAIR)
CSA NO. 20- SUMMIT (NORTH MODESTO)
CSA NO. 21- RIOPEL (DENAIR)
CSA NO. 22- OLD SCHOOL NORTH (DENAIR)
CSA NO. 23- HILLSBOROUGH-SCHULTZ (DENAIR)
CSA NO. 24- HIDEAWAY TERRACE (DENAIR)
CSA NO. 25- SUNCREST II (DENAIR)
CSA NO. 26- KEYES
CSA NO. 27- EMPIRE
LAD – DEL RIO HEIGHTS LANDSCAPE ASSESSMENT DISTRICT
LLD- BRET HARTE (SOUTH MODESTO)
LLD- BYSTRUM (CERES)
LLD- HOWARD/MCCRACKEN (WESTLEY)
LLD- LAUREL (CERES)
LLD- PARADISE SOUTH (MODESTO)
LLD- RIVERDALE (MODESTO)
LLD- RIVERVIEW (MODESTO)

NOTICE IS FURTHER GIVEN that, at the above time and place, all persons will be afforded an opportunity to speak for or against the proposed Fiscal Year 2025-2026 assessments. For additional information, call Stanislaus County Department of Public Works at (209) 525-7563.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Public Works

BOARD AGENDA:5.C.7
AGENDA DATE: July 1, 2025

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Amendment No. 3 for the Professional Design Services Agreement to Wood Rodgers, Inc., for the Quincy Road Over Turlock Irrigation District Lateral No. 3 Bridge Replacement Project

STAFF RECOMMENDATION:

1. Approve Amendment No. 3 for the Professional Design Services Agreement to Wood Rodgers, Inc., for the Quincy Road over Turlock Irrigation District Lateral No. 3 Bridge Replacement Project, in the amount of $47,950, resulting in a new, not-to-exceed, total contract amount of $669,968.
2. Authorize the General Services Agency Director/Purchasing Agent to execute Amendment No. 3 with Wood Rodgers, Inc., in the amount of $47,950, and to sign necessary documents.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The Quincy Road bridge over Turlock Irrigation District (TID) Upper Lateral No. 3 Canal is located east of the City of Turlock, on Quincy Road between Taylor Road and Zeering Road in Stanislaus County. Quincy Road is a two-lane road classified as a Local Road. The average daily traffic (ADT) along Quincy Road is approximately 1,625 vehicles per day (2% of which consists of truck traffic). The existing pavement width for the two-lane road is approximately 22 feet and has a low pavement condition index (PCI) of 42.

The existing bridge structure consists of a continuous reinforced concrete slab supported on a single reinforced concrete pier wall and diaphragm abutments founded on spread footings. The bridge is approximately 22 feet wide and has a span of approximately 18 feet. The existing structure has indication of some delamination, spalled areas, cracking, abrasion, and rail damage. The existing bridge is functionally obsolete with substandard widths and safety railing. The existing irrigation canal generally tends to flow full with virtually no freeboard depending on the irrigation water demand of TID customers. In this condition, the soffit of the existing bridge is submerged in water for a good portion of the irrigation season, which has led to the deterioration of the existing structure.

On July 16, 2019, the Stanislaus County Board of Supervisors awarded a Professional Design Services Agreement (Agreement) to Wood Rodgers, Inc., regarding bridge

design engineering services and authorized the Director of Public Works to execute the Agreement with the Consultant and to sign any necessary documents including amendments to the Agreement not to exceed 10%.

On April 2, 2021, the Director of Public Works executed the First Amendment to extend the Agreement expiration date from April 29, 2021, to April 30, 2024.

On September 11, 2023, the Director of Public Works executed the Second Amendment for additional services in the amount of $50,700 and an extension to the Agreement from April 30, 2024, to June 30, 2026.

Currently, Wood Rodgers, Inc., is working towards completing 90% Plans, Specifications, and Estimate (PS&E), and assisting with the acquisition of needed property and temporary construction easements. The California Environmental Quality Act (CEQA) – Categorical Exemption was filed with the Stanislaus County Clerk's office on February 26, 2021.

The purpose of this Amendment is for additional support to complete the acquisition of needed property through the eminent domain process. This process includes updating plans, specifications and estimate to include a traffic stagging plan at the request of the adjacent property owner, attending eminent domain coordination meetings, and possible updated appraisal reports. The Amendment also covers the need for additional project management support and future construction support.

Contingent upon acquisition of needed property and temporary construction easements, the Project should be ready for construction in the winter of 2025. Construction is anticipated to take seven months. If approved, the new not-to-exceed amount of the Agreement will increase to $669,968:

Professional Design Services	$571,318
Amendment No. 1	$ 0
Amendment No. 2	$ 50,700
Amendment No. 3	$ 47,950
Total	**$669,968**

Staff recommends amending the agreement in the amount of $47,950. This Amendment does not require a contract extension. Approval of Amendment No. 3 will allow Public Works to progress in a timely manner to complete preliminary engineering and right-of-way acquisition.

POLICY ISSUE:

The County's purchasing policy requires Board of Supervisors' approval for contracts exceeding $200,000. This requirement is based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent. The Board action approving the agreement on July 16, 2019 (Board Resolution No. 2019-0457) also provided authority to the Director of Public Works to sign amendments to the agreement not-to-exceed 10% of the original agreement's value. Amendment No. 3 exceeds this threshold and requires Board approval.

FISCAL IMPACT:

This Amendment increases the not-to-exceed value of the existing contract by $47,950, from $622,018 to a revised total of $669,968. The total estimated project cost—including design, right-of-way acquisition, and construction—is $2,975,929. Of this amount, $2,951,929 is funded through Senate Bill 1 (SB-1). Appropriations for this project are included in the 2026 Proposed Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities *of Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by replacing a structurally deficient bridge that is declared a critical link within Stanislaus County.

STAFFING IMPACT:

Existing Public Works staff is overseeing this Project.

CONTACT PERSON:

David A. Leamon, Public Works Director Telephone: (209) 525-4130

ATTACHMENT(S):

1. Amendment No. 3 - Wood Rodgers, Inc.
2. Levine Act Disclosure Statement

COUNTY OF STANISLAUS

Third Amendment to the Professional Design Services Agreement
between County of Stanislaus and Wood Rodgers, Inc.
for the Quincy Road over Turlock Irrigation District Lateral No. 3 Bridge Replacement Project -
Contract No. 9660

(Additional Services)

This Third Amendment is made and entered into this _____ day of _____, 2025, in the City of Modesto, State of California, by and between the County of Stanislaus ("County") and Wood Rodgers, Inc. ("Consultant"), for and in consideration of the promises, and the mutual promises, covenants, terms, and conditions, hereinafter contained.

WHEREAS, on July 16, 2019, the Stanislaus County Board of Supervisors awarded a Professional Design Services Agreement ("Agreement") to Consultant regarding bridge design engineering services for the Quincy Road over Turlock Irrigation District Lateral No. 3 Bridge Replacement Project in the amount of $571,318.40;

WHEREAS, on July 16, 2019, the Stanislaus County Board of Supervisors authorized the Director of Public Works to execute the Agreement with the Consultant and to sign any necessary documents including Amendments to the Agreement not to exceed 10%;

WHEREAS, on April 2, 2021, the Director of Public Works executed the First Amendment to extend the Agreement expiration date from April 29, 2021 to April 30, 2024;

WHEREAS, on September 11, 2023, the Director of Public Works executed the Second Amendment in the amount of $50,700. The Agreement was set to expire on April 30, 2024 and is now extended to June 30, 2026;

WHEREAS, the Director of Public Works has determined that additional services for support through the final right-of-way actions and to update the project plans, specifications, and estimate for advertisement in the amount of $47,950 is necessary for the Consultant to complete the project;

WHEREAS, total compensation for the Agreement shall now be as follows:

$571,318.40	Agreement
$ ----------	First Amendment – Extension of Agreement
$ 50,700	Second Amendment
$ 47,950	Third Amendment
$669,968.40	Total

Attachment: Amendment No. 3 - Wood Rodgers, Inc. (Quincy Road over TID - Wood Rodgers Amendment No. 3)

WHEREAS, Consultant has continued to diligently perform the services requested to support this project in good faith.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Revised Scope of Work.

   (a) The Scope of Service of the Agreement as previously amended, is hereby amended to include additional formal acquisition services as set forth in new Exhibit A (Third Amendment) attached hereto and incorporated by this reference.

2. Revised Compensation.

   (a) Compensation, to include the additional tasks as set forth in Section 1 herein, is hereby increased to include additional fees of Forty-Seven Thousand Nine Hundred Fifty Dollars and Zero Cents ($47,950) as shown in Exhibit D (Third Amendment) attached hereto and incorporated by this reference.

   (b) Section 2.1 (Compensation) is hereby deleted in its entirety and replaced by the following:

   " 2.1 Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Six Hundred Sixty-Nine Thousand Nine Hundred Sixty-Eight Dollars and Forty Cents ($669,968.40). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily."

3. Except as amended herein, all other terms and conditions of the Agreement as previously amended shall remain in full force and effect.

Attachment: Amendment No. 3 - Wood Rodgers, Inc. (Quincy Road over TID - Wood Rodgers Amendment No. 3)

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective on the date written above.

COUNTY OF STANISLAUS

By: _____
Andrew Johnson
GSA Director / Purchasing Agent

"County"

WOOD RODGERS, INC.

By: Chris Hodge (May 9, 2025 04:49 PDT)
Chris Hodge, PE, Project Manager
Principal-In-Charge

APPROVED AS TO CONTENT
Department of Public Works

By: _____
David A. Leamon
Director

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

By: _____
Donya Nunes
Deputy County Counsel

Attachment: Amendment No. 3 - Wood Rodgers, Inc. (Quincy Road over TID - Wood Rodgers Amendment No. 3)

Exhibit A
(Third Amendment)

Additional Scope of Work

[behind this page]

Attachment: Amendment No. 3 - Wood Rodgers, Inc. (Quincy Road over TID - Wood Rodgers Amendment No. 3)

WOOD RODGERS

March 13, 2025

Mr. Charles Covolo
County of Stanislaus, Public Works Department
1716 Morgan Road
Modesto, CA 95358

RE: Amendment No. 3 – Finalize Right of Way Action and Final Design Documents
Quincy Road over TID Lateral No. 3 Bridge Replacement Project

Dear Mr. Covolo,

As discussed during the past several project coordination meetings, Wood Rodgers, Inc. requests an amendment to the existing agreement to support the County through the final right-of-way actions and to update the project plans, specifications, and estimate for advertisement. The total cost for these services is **$47,950,** as indicated in Table 1. This request will increase the overall contract value to **$669,968.40** from $622,018.40. There is no request to extend the Agreement termination date with Amendment No. 3

The items included in this request are summarized in the following point:

- **Task 2.1 – Project Management** **$8,000**
  Additional meetings and reporting to reflect the next 18 months of management. 18 PDT meetings, additional 6 focus meetings, and monthly invoicing and reporting.

- **Task 2.3 ROW Phase 2** **$10,800**
  Additional support to complete the acquisition of the Smith easements through the eminent domain process, including attending meetings with legal representatives and updating or revising offer documents.
  Wood Rodgers Services (approximately 8 hours) $2,400
  AR/WS Services (approximately 40 hours) $8,400
  Litigation Guarantee for Preliminary Title Reports (covered by existing ODC budget) ~~$1,150~~

- **Task 2.6.3 100% PS&E Phase 2** **$20,150**
  Update the previous 100% PS&E submittal to incorporate the traffic stage construction along E Taylor Road (up to 2 additional sheets) and other aspects resulting from the right of way negotiations. Resolve final incorporation of SRWA waterline improvements. Address comments from the County on the 100% PS&E submittal. Finalize PS&E for advertisement.

- **Task 2.8 Construction Support** **$5,000**
  Increase bidding and construction support services to address complexity added by the stage construction and from conflicts with the SRWA waterline. This increase will bring the total hours included in our services to approximately 20 hours of support during advertising and bidding and to approximately 80 hrs of engineering support during construction.

- **Task 2.3 ROW-Chapman Appraisal Update (Optional)** **$4,000**
  Update appraisal and review for APN 045-056-004 to account for agricultural area outside of formal easement affected by owner's modified access and loss of production.

Attachment: Amendment No. 3 - Wood Rodgers, Inc. (Quincy Road over TID - Wood Rodgers Amendment No. 3)

If this proposal is acceptable to the County, please provide your written or emailed approval and notice-to-proceed. Thank you for the opportunity to continue our support of the County on this interesting project.

Chris Hodge
Project Manager

Enc.

Attachment: Amendment No. 3 - Wood Rodgers, Inc. (Quincy Road over TID - Wood Rodgers Amendment No. 3)

Exhibit
D
(Third Amendment)

Fee Schedule

[behind this page]

Attachment: Amendment No. 3 - Wood Rodgers, Inc. (Quincy Road over TID - Wood Rodgers Amendment No. 3)

Table 1 - Requested Task Amendments

Task Code	Task Name	TD Budget	Billed to Date	Rem Budget	Amd Request	Revised Task Budgets	Revised Rem Buget
1.1	Project Management Ph 1 T&M	$ 9,007.50	$ 9,007.50	$ -		$ 9,007.50	$ -
1.2	Engineering Studies Ph 1 T&M	$ 33,113.75	$ 33,113.75	$ -		$ 33,113.75	$ -
1.2 NSE Ph 1	Engineering Studies Ph 1 T&M	$ 12,050.95	$ 5,097.50	$ 6,953.45		$ 12,050.95	$ 6,953.45
1.2 CAI Geo Ph 1	Engineering Studies Ph 1 T&M	$ 8,992.90	$ 8,992.90	$ -		$ 8,992.90	$ -
1.2 GPA Env Ph 1	Environmental Studies Ph 1 T&M	$ 12,478.23	$ 12,478.23	$ -		$ 12,478.23	$ -
1.3	Engineering Design Ph 1 T&M	$ 35,102.50	$ 35,102.50	$ -		$ 35,102.50	$ -
1.3 Cadre	Engineering Design Ph 1 T&M	$ 2,483.52	$ 2,483.52	$ -		$ 2,483.52	$ -
1.4	Initial Outreach Ph 1 T&M	$ -	$ -	$ -		$ -	$ -
1.4 PCMS Ph 1	Outreach Ph 1 T&M	$ -	$ -	$ -		$ -	$ -
1.5	Environmental Studies Ph 1 T&M	$ 2,347.50	$ 2,347.50	$ -		$ 2,347.50	$ -
1.5.3	Cultural Resources-HPER (Opt) T&M	$ -	$ -	$ -		$ -	$ -
1.5.3 GPA Opt 1	Cultural Resources-HPER (Opt) T&M	$ 17,345.40	$ 17,345.40	$ -		$ 17,345.40	$ -
1.6	CEQA Environmental Doc Ph 1 T&M	$ 3,725.00	$ 3,725.00	$ -		$ 3,725.00	$ -
1.6 GPA Env Ph 1	CEQA Enviro Doc Ph 1 T&M	$ 1,004.26	$ 1,004.26	$ -		$ 1,004.26	$ -
1.7	30% PS&E Ph 1 T&M	$ 20,687.50	$ 20,687.50	$ -		$ 20,687.50	$ -
1.7 Cadre	30% PS&E Ph 1 T&M	$ 2,949.18	$ 2,949.18	$ -		$ 2,949.18	$ -
	Phase 1 Subtotals				$ -	$ 161,288.19	$ 6,953.45
2.1	Project Management Ph 2 T&M	$ 52,865.51	$ 50,943.75	$ 1,921.76	$ 8,000.00	$ 60,865.51	$ 9,921.76
2.2	Final Utility Coordination T&M	$ 18,170.00	$ 18,170.00	$ -		$ 18,170.00	$ -
2.3	ROW Ph 2 T&M	$ 31,735.00	$ 31,735.00	$ -	$ 2,400.00	$ 34,135.00	$ 2,400.00
2.3 ARWS Ph 2	ROW Ph 2 T&M	$ 51,475.00	$ 50,920.00	$ 555.00	$ 8,400.00	$ 59,875.00	$ 8,955.00
2.3 NSE Ph 2	ROW Ph 2 T&M	$ 7,893.41	$ 1,645.00	$ 6,248.41		$ 7,893.41	$ 6,248.41
2.4	Final Engineer Studies Ph 2 T&M	$ 1,090.00	$ 1,090.00	$ -		$ 1,090.00	$ -
2.5	Final Outreach Ph 2 T&M	$ 2,940.00	$ 2,940.00	$ -		$ 2,940.00	$ -
2.5 PCMS Ph 2	Outreach Ph 2 T&M	$ -	$ -	$ -		$ -	$ -
2.6.1	60% PS&E Ph 2 T&M	$ 79,591.25	$ 79,591.25	$ -		$ 79,591.25	$ -
2.6.1 Cadre	60% PS&E Ph 2 T&M	$ 5,898.36	$ 5,898.36	$ -		$ 5,898.36	$ -
2.6.2	90% PS&E Ph 2 T&M T&M	$ 92,310.00	$ 92,310.00	$ -		$ 92,310.00	$ -
2.6.2 Cadre	90% PS&E Ph 2 T&M	$ 1,753.99	$ 1,753.99	$ -		$ 1,753.99	$ -
2.6.3	100% PS&E Ph 2 T&M	$ 53,474.53	$ 48,600.00	$ 4,874.53	$ 20,150.00	$ 73,624.53	$ 25,024.53
2.6.3 Cadre	100% PS&E Ph 2 T&M	$ 4,789.95	$ 1,115.52	$ 3,674.43		$ 4,789.95	$ 3,674.43
2.6 CAI Geo Ph 2	Final Engineering Studies Ph 2 T&M	$ 34,518.36	$ 30,436.00	$ 4,082.36		$ 34,518.36	$ 4,082.36
2.6.4	Taylor Rd Pavement Resurface (Opt) T&M	$ -	$ -	$ -		$ -	$ -
2.7	Permits,Licenses, Agrmnts, Certs Ph 2 T&M	$ 735.00	$ 735.00	$ -		$ 735.00	$ -
2.7 GPA Env Ph 2	Permits,Licenses,Agrmnts, Certs Ph 2 T&M	$ 1,840.10	$ 1,840.10	$ -		$ 1,840.10	$ -
2.7.3	Environmental PLAC (Opt) T&M	$ -	$ -	$ -		$ -	$ -
2.7.3 GPA Opt 2	Environmental PLACs (Opt) T&M	$ 1,986.15	$ 1,986.15	$ -		$ 1,986.15	$ -
2.8	Const Support Ph 2 T&M	$ 14,050.00	$ -	$ 14,050.00	$ 5,000.00	$ 19,050.00	$ 19,050.00
	Phase 2 Subtotals				$ 43,950.00	$ 501,066.61	$ 79,356.49
ODC	Other Direct Costs T&M	$ 3,613.60	$ 586.15	$ 3,027.45		$ 3,613.60	$ 3,027.45
2.3 OPT	ROW Ph 2 T&M-Chapman OPTIONAL				$ 4,000.00	$ 4,000.00	$ 4,000.00
	Totals	**$ 622,018.40**			**$ 47,950.00**	**$ 669,968.40**	$ 93,337.39

Attachment: Amendment No. 3 - Wood Rodgers, Inc. (Quincy Road over TID - Wood Rodgers Amendment No. 3)

COMPLETE & RETURN THIS PAGE*

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $250 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $250 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

> An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
> (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
> (2) Serve as a member of a board or commission;
> (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
> (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials-list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?
   ☐ *YES* ☑ *NO*

   - If YES, please identify the person(s) or agent(s) making the contribution:

     _____

   - If YES, please identify the County Officer receiving the contribution:

     _____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ *YES* ☑ *NO*

   - If YES, please identify the person(s) or agent(s) making the contribution:

     _____

   - If YES, please identify the County Officer receiving the contribution:

     _____

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Attachment: Levine Act Disclosure Statement (Quincy Road over TID - Wood Rodgers Amendment No. 3)

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 	Date Signed: 5/14/2025
Print Name: Chris Hodge	
Title: Principal	
Company: Wood Rodgers, Inc.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number:	RFP/Bid Title:

Attachment: Levine Act Disclosure Statement (Quincy Road over TID - Wood Rodgers Amendment No. 3)

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Planning and Community Development BOARD AGENDA:6.1
AGENDA DATE: July 1, 2025

CONSENT ☐

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Public Hearing to Consider the Planning Commission's Recommendation of Approval of Rezone Application No. PLN2023-0093 - U-Haul, a Request to Rezone Two Parcels Totaling 8.57± Acres from Planned Development P-D (254) and General Agriculture (A-2-10) to a New P-D, to Allow for Development of a Mini-Storage and Moving Vehicle Rental Facility, Located at 4843 McHenry Avenue (State Route 108), Between Kiernan Avenue (State Route 219) and Bangs Avenue, in the Modesto Area, and Adoption of a Negative Declaration

STAFF RECOMMENDATION:

After conducting a public hearing at its regularly scheduled meeting on May 1, 2025, the Planning Commission, on a vote of 8-0, recommended the Board of Supervisors approve the project. The following are the actions that should be taken to approve the project as recommended by the Planning Commission:

1. Conduct a public hearing to consider the Planning Commission's recommendation of approval of Rezone Application No. PLN2023-0093 - U-Haul, a request to rezone two parcels totaling 8.57± acres from Planned Development P-D (254) and General Agriculture (A-2-10) to a new P-D, to allow for development of a mini-storage and moving vehicle rental facility, located at 4843 McHenry Avenue (State Route 108), between Kiernan Avenue (State Route 219) and Bangs Avenue, in the Modesto area, and adoption of a Negative Declaration.
2. Adopt the Negative Declaration pursuant to CEQA Guidelines Section 15074(b), by finding that on the basis of the whole record, including the Initial Study and any comments received, that there is no substantial evidence the project will have a significant effect on the environment and that the Negative Declaration reflects Stanislaus County's independent judgment and analysis.
3. Order the filing of a Notice of Determination with the Stanislaus County Clerk Recorder's Office pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15075.
4. Find, based on the discussion in this report, and the whole of the record that:
    a. The project is consistent with the overall goals and policies of the County General Plan.
    b. The proposed Planned Development zoning is consistent with the Planned Development and Planned Industrial General Plan designation.

c. The project will increase activities in and around the project area, and increase demands for roads and services, thereby requiring dedication and improvements.

5. Find that the proposed Planned Development zoning is consistent with the Planned Industrial and Planned Development General Plan designations.
6. Approve Rezone Application No. PLN2023-0093 – U-Haul, subject to the development standards included in Exhibit C of the May 1, 2025 Planning Commission Staff Report and as amended by the Planning Commission as outlined in Exhibit C of Attachment 1 - *May 1, 2025 Planning Commission Staff Report* attached to this Board Report.
7. Introduce, waive the reading, and adopt an ordinance for the approved Rezone Application No. PLN2023-0093 – U-Haul.

DISCUSSION:

This project is a request to rezone two parcels totaling 8.57± acres from Planned Development (P-D) (254) and General Agriculture (A-2-10) to a new P-D, to allow for development of a mini-storage and moving vehicle rental facility. The project is located at 4843 McHenry Avenue (State Route [SR] 108), between Kiernan Avenue (SR 219) and Bangs Avenue, in the Modesto area.

The project proposes to pave the 8.57± acre site and construct the following structures:

- A 18,634± square-foot single-story building with a truck loading dock for indoor storage of approximately 1,620 rentable portable moving containers; and
- A 126,352± square-foot four-story building (31,588± square-foot footprint), with 1,138 indoor-accessible self-storage units, a 2,483± square-foot ground-floor show room, 1,460± square-foot retail sales area, and three vehicle unloading bays; and
- Nine structures totaling 21,900± square-feet divided into a total of 156 exterior-accessible mini-storage units.

Additionally, approximately 0.75± acres of the 8.57± acre project site is proposed to be landscaped and 6± acres will be paved and improved with 10 customer parking stalls, and 15 display vehicle stalls. The balance of the asphalt area will be used for the storage of a mix of pick-up trucks, cargo vans, moving trucks, as well as trailers and towing equipment available for rent.

The facility proposes to be open seven days per week, year-round, with daily hours of operation from 7:00 a.m. to 7:00 p.m., except on Fridays, when it would operate from 7:00 a.m. to 8:00 p.m., and Sundays, when it would operate from 9:00 a.m. to 5:00 p.m. The facility anticipates a maximum of 15 employees on a peak shift, 10 employees on a minimum shift, and 10 customers at peak times. Up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be 31 daily trips, and 53 daily weekend trips.

The facility proposes to take access to a public road via two new driveways, one proposed to access Kiernan Avenue with right-in, right-out access restrictions, and one

to McHenry Avenue with full access. Additionally, an existing California Department of Transportation (Caltrans) stormwater drainage basin, located on the western edge of the project site on Assessor Parcel Number (APN) 046-010-024 is proposed to be relocated south on APN 046-010-016 to handle stormwater runoff for the project site.

A detailed project description along with maps, site plans, and elevations of the project, as well as a detailed discussion of the issues, general plan and zoning consistency, and environmental review conducted for the project, can be found in the Planning Commission Staff Report (see Attachment 1 – *May 1, 2025 Planning Commission Staff Report*).

The "Issues" section of the Planning Commission Staff Report provides a detailed discussion of a letter received from a representative of Roberts Auto Sales, which operates on the parcels to the south and has expanded its sales lot without permits onto the project site. The letter speaks to concerns over the future buildout of a Spyres Way extension bisecting the Roberts Auto Sales site and limiting its development potential. This extension has already been deeded under a previously approved parcel map, recorded under Parcel Map No. 39-PM-12 (see Exhibit B-4 – *Maps, Site Plan, and Elevations* of Attachment 1 – *May 1, 2025, Planning Commission Staff Report*). Additionally, the letter speaks to concerns with the conceptual phase four design of the future North County Corridor (NCC) buildout affecting the U-Haul development footprint. Public Works was consulted during project review, and while the project site will be required to remove access to Kiernan Avenue upon development of the NCC, secondary access will be maintained via the future Spyres Way extension to the project site.

Following publishing of the May 1, 2025, Planning Commission Staff Report, Caltrans submitted correspondence requesting additional development standards to clarify drainage requirements pertaining to the relocation of the on-site stormwater basin (see Attachment 2 – *May 1, 2025, Planning Commission Memo*). Accordingly, staff recommended the Planning Commission add the following development standards:

56. No increase in runoff into State right-of-way shall be permitted to result from alterations to the natural drainage course.

57. Prior to issuance of a grading or building permit, the applicant shall submit the following to Caltrans for review:

    a. An existing topography map;

    b. A comprehensive drainage plan; and

    c. Stormwater calculations demonstrating pre- and post-construction flow conditions.

58. Prior to issuance of a grading or building permit, the applicant shall demonstrate to Caltrans' satisfaction that the proposed project will not significantly impact existing State drainage facilities via one of the following ways:

    a. If undeveloped topography historically directed drainage away from the State right-of-way, no new discharge towards State facilities shall occur; or

b. If undeveloped topography historically directed drainage into the State right-of-way, this may continue only provided the following conditions are met:

i. Post-construction peak flows do not exceed pre-construction flows; and

ii. Site runoff is treated to meet current stormwater quality standards.

The Planning Commission considered this item at a public hearing on May 1, 2025. Following staff's presentation, Commissioner Willerup asked if Roberts Auto Sales had obtained permits for expanding its auto sales lot onto the U-Haul project site, as reflected in the aerial imagery and disclosed during staff's presentation. Staff confirmed that they had not obtained permits but were operating on the project site under a lease, and any unpermitted development or land use operating on the project site would be removed upon development if the subject project is approved. Commissioner Huff inquired when the Spyres Way extension and cul-de-sac was intended to develop; to which staff responded that the timing is not known but that the improvements would be installed by the developer when requested by the County. During the public hearing, no one spoke in opposition to the request and speaking in favor was Alejandro Ibarra on behalf of U-Haul.

On a vote of 8-0, the Planning Commission recommended approval of the project to the Board of Supervisors as outlined in the May 1, 2025, Planning Commission Staff Report and including the addition of Development Standards Nos. 56 to 58 as outlined in the May 1, 2025, Planning Commission Memo (Attachment 3 – *May 1, 2025, Planning Commission Meeting Minutes Excerpt*).

POLICY ISSUE:

The Board of Supervisors must hold a public hearing to approve a rezone, and the decision-making body must find that the proposed rezone must be found to be consistent with the General Plan. In this case, the proposed Planned Development (P-D) zoning designation will be consistent with the General Plan designation of Planned Industrial and Planned Development.

FISCAL IMPACT:

Costs associated with processing the application, setting the public hearing, publishing of required notices, and conducting the hearing will be covered by the application fee deposit plus revenue from additional invoicing at project end.

BOARD OF SUPERVISORS' PRIORITY:

Approval of this action supports the Board's priorities of *Developing a High-Performing Economy*, *Delivering Efficient Public Services,* and *Enhancing Community Infrastructure* by providing a land use determination consistent with the overall goals and policies of the Stanislaus County General Plan.

STAFFING IMPACT:

Planning and Community Development Department staff is responsible for reviewing all applications, preparing all reports, and attending meetings associated with the proposed General Plan Amendment and Rezone application.

CONTACT PERSON:

Angela Freitas, Planning and Community Development Director
Telephone: (209) 525-6330

Kristy Doud, Planning and Community Development Deputy Director of Planning Services
Telephone: (209) 525-6330

ATTACHMENT(S):

1. May 1, 2025 Planning Commission Staff Report
2. May 1, 2025 Planning Commission Memo
3. May 1, 2025 Planning Commission Meeting Minutes Excerpt
4. Proposed Ordinance and Sectional District Map
5. Levine Act Disclosure Statement

STANISLAUS COUNTY PLANNING COMMISSION

May 1, 2025

STAFF REPORT

REZONE APPLICATION NO. PLN2023-0093
U-HAUL

REQUEST: REQUEST TO REZONE TWO PARCELS TOTALING 8.57± ACRES FROM PLANNED DEVELOPMENT (P-D) (254) AND GENERAL AGRICULTURE (A-2-10) TO A NEW P-D, TO ALLOW FOR DEVELOPMENT OF A MINI-STORAGE AND MOVING VEHICLE RENTAL FACILITY.

APPLICATION INFORMATION

Applicant:	U-Haul (Chris Trudell)
Property owner:	Amerco Real Estate Company (Matt Braccia, Chris Trudell)
Agent:	N/A
Location:	4843 McHenry Avenue (State Route [SR] 108), between Kiernan Avenue (SR 219) and Bangs Avenue, in the Modesto area.
Section, Township, Range:	5-3-9
Supervisorial District:	District Four (Supervisor Grewal)
Assessor's Parcel:	046-010-016 and 046-010-024
Referrals:	See Exhibit I Environmental Review Referrals
Area of Parcel(s):	8.57± acres
Water Supply:	City of Modesto
Sewage Disposal:	Private septic system
General Plan Designation:	Planned Development and Planned Industrial
Community Plan Designation:	N/A
Existing Zoning:	Planned Development (P-D) (254) and General Agriculture (A-2-10)
Sphere of Influence:	City of Modesto
Williamson Act Contract No.:	N/A
Environmental Review:	Negative Declaration
Present Land Use:	One single family dwelling and accessory structure, an unpermitted car sales lot, and a stormwater drainage basin.
Surrounding Land Use:	Light industrial warehouses and retail commercial uses in all directions; an apartment complex, a cardroom, vacant commercial parcels, and Kiernan Avenue (State Route 219) to the north; vacant commercial parcels, auto dealerships, and the City of Modesto to the south; and McHenry Avenue (State Route 108), a steel fabricator, irrigated orchard, and auto dealerships to the east.

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

RECOMMENDATION

Staff recommends the Planning Commission provide a recommendation of approval to the Board of Supervisors, based on the discussion below and on the whole of the record provided to the County. Exhibit A provides an overview of the findings and actions required for project approval.

PROJECT DESCRIPTION

This project is a request to rezone two parcels totaling 8.57± acres from Planned Development (P-D) (254) and General Agriculture (A-2-10) to a new P-D in order to allow for development of a U-Haul facility which will offer mini-storage and the rental of vehicles, equipment, and storage containers. The project proposes to pave the 8.57± acre site and construct the following structures:

- A 18,634± square-foot single-story building with a truck loading dock for indoor storage of approximately 1,620 rentable portable moving containers;
- A 126,352± square-foot four-story building (31,588± square-foot footprint), with 1,138 indoor-accessible self-storage units, a 2,483± square-foot ground-floor show room, 1,460± square-foot retail sales area, and three vehicle unloading bays; and
- Nine structures totaling 21,900± square-feet divided into a total of 156 exterior-accessible mini-storage units.

Additionally, the project proposes to pave the entire site and develop 10 customer vehicle parking stalls and 15 parking stalls for display of a variety of moving vehicles available to customers for rent. The applicant proposes to install approximately 33,425± square feet of landscaping, consisting of a mix of trees, shrubs, and groundcover, located along the road frontages and alongside the proposed buildings. The balance of the asphalt area will be used for the storage of a mix of pick-up trucks, cargo vans, moving trucks ranging from 10-feet to 26-feet, as well as trailers and towing equipment available for rent. Light poles are proposed to be installed within the parking lot. Wall-mounted signage is proposed on the buildings with no monument signage proposed. Chain-link fencing is proposed to be installed along property lines which adjoin adjacent parcels. The mini-storage units will be available for rent for storage of various materials; however, no on-site hazardous storage of flammables, chemicals or paints is proposed or permitted per U-Haul policy. Construction is proposed to begin by April 2026 and will develop in one phase.

The facility proposes to be open seven days per week, year-round, with daily hours of operation from 7:00 a.m. to 7:00 p.m., with the exception of operating hours between 7:00 a.m. to 8:00 p.m. on Fridays and 9:00 a.m. to 5:00 p.m. on Sundays. The facility anticipates a maximum of 15 employees on a peak shift, 10 employees on a minimum shift, and 10 customers at peak times. Up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be 31 daily trips, and 53 daily weekend trips.

The facility proposes to replace the site's existing 35-foot-wide driveway onto Kiernan Avenue (State Route [SR] 219) with a new driveway, 62-feet-wide, with exclusively right-in/right-out

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

movements, along the SR 219 frontage. The facility also proposes to take access off McHenry Avenue (SR 108) via a new single 40-foot-wide driveway. There is an existing California Department of Transportation (Caltrans) stormwater drainage basin on the western edge of the project site, located on Assessor Parcel Number (APN) 046-010-024, which provides drainage for SR 219 road facilities (see Exhibit B-4 – *Maps Site Plan, and Elevations*). The applicant proposes to relocate and enlarge the basin further south onto APN 046-010-016 to handle stormwater runoff for the proposed development. The project will be required to connect to the City of Modesto for water service and proposes to be served by a private on-site wastewater treatment system; however, the site will be required to connect to City of Modesto's sewer lines at such a time that they become available for use.

The southern parcel included in the project site (APN 046-010-024) is zoned P-D (254), which was approved by the Board of Supervisors on April 10, 2001 under Rezone No. 2000-17 – *Koenig* to allow development of a mini-storage facility; the parcel never developed leading to the zoning expiring. The northern parcel included in the project site is zoned General Agriculture (A-2-10) (APN 046-010-016) which does not permit the proposed use. Consequently, a rezone is required to develop both project parcels the mini-storage and moving equipment rental facility (see Exhibit B-4 – *Maps Site Plan, and Elevations*.)

SITE DESCRIPTION

The 8.57± acre project site consists of two parcels (APNs 046-010-016 and 046-010-024) and is located at 4843 McHenry Avenue (SR 108), between Kiernan Avenue (SR 219) and Bangs Avenue, within the Local Agency Formation Commission (LAFCO) adopted Sphere of Influence (SOI) of the City of Modesto (see Exhibit B – *Maps, Site Plan, and Elevations*). The project site is improved with one single family dwelling, a detached two-car garage, an unpermitted car sales lot for use by Roberts Auto Sales, currently operating on the parcel to the south (APN 046-010-017), and a stormwater drainage basin serving Caltrans facilities. A map of adjacent parcels and their respective APNs is provided in Exhibit B-4.

There are several existing easements on the property, including a 10-foot-wide public utility easement along the SR 219 road frontage and a 10-foot wide storm drain basin easement which runs from SR 219 along the western edge of the project site ending at the Caltrans storm drainage basin. There is an additional 25-foot wide public utility and access easement which extends from the southern property line of APN 046-010-024 through an existing driveway located on the adjoining parcels to the east, currently developed with a flooring sales business, gas station and a fast-food restaurant, which provides access to SR 219. This easement is proposed to be maintained to provide access between the adjoining developments but will need to be modified to address the relocated driveway. There is also a 10-foot-wide Modesto Irrigation District (MID) irrigation easement containing abandoned-in-place MID facilities running through APN 046-010-024, which is proposed to be quitclaimed.

The project site is surrounded by light industrial warehouses and retail commercial uses in all directions; an apartment complex, a cardroom, vacant commercial parcels, and Kiernan Avenue (SR 219) to the north; vacant commercial parcels, auto dealerships, and the City of Modesto to the south; and McHenry Avenue (SR 108), a steel fabricator, irrigated orchard, and auto dealerships to the east.

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

ISSUES

A letter was received in response to the project's Initial Study from Stacey Wellnitz of Commercial Architecture, on behalf of Robert's Auto Sales' who operates an auto sales business south of the project site (see Exhibit G – *Correspondence, dated April 8, 2024*). Robert's Auto Sales is currently operating on four separate parcels (APNs 046-010-016 through -019) (see Exhibit B-4); the auto dealership has land use authority to operate on APNs 046-010-018 and -019 but has expanded onto APN 046-010-017 and APN 046-010-016, which is the southern parcel included in the current project request, without first obtaining the land use authority to do so. The existing dwelling on the project site was illegally converted to an office and a 1.75± acre area surrounding the dwelling was paved and is currently being utilized for vehicle display and sales associated with Robert's Auto Sales; this use is proposed to be abandoned on the project site as part of the proposed project.

Ms. Wellnitz's letter expresses concern over the current site plan's conceptual depiction of a planned extension of Spyres Way which continues running north through Robert's Auto Sales (APN 046-010-017) terminating into a future cul-de-sac located on the south property line of the project site (APN 046-010-016) (see Exhibit B-4). Right-of-way dedications were provided for the future extension of Spyres Way through APN 046-010-017 under a previously recorded Parcel Map No. 39-PM-12 (see Exhibit H - *Recorded Parcel Map No. 39-PM-12*). While buildout of the proposed project will require submittal and approval of improvement plans for developing the portion of the future Spyres Way cul-de-sac located on the project parcels pursuant to Development Standard No. 20, this extension will not be built-out until such a time as the appropriate right-of-way dedications and improvement plans are provided by all parcels affected by the future right-of-way. The letter requests that the record reflect that this extension and cul-de-sac located on APN 046-010-017 be clearly reflected as "future", and that installation of the roadway at this time would be premature and potentially impact the future development potential of their property.

The letter also requests that the applicant be made aware of potential right-of-way-dedications and impacts resulting from buildout of the future North County Corridor (NCC) and identifies that planning documents presently show planned rights-of-way impacting the proposed layout of APN 046-010-024. The NCC, which is a planned 18-mile realignment of SR 108 around the Modesto, Riverbank, and Oakdale communities, includes widening and realignment of the portion of Kiernan Avenue (SR 219) adjacent to the project site as part of its Phase Four of development. Currently, Phase One has just begun construction and is estimated to be completed in 2028. The portions of the NCC that include the project site is included in Phase Four, which has only been conceptually designed. The conceptual design for Phase Four depicts long frontage roads running parallel on both sides of Kiernan Avenue, which bisect the project site and planned structures and end in a cul-de-sac located fully on the project site. The applicant has been made aware that the NCC will restrict access from the north property line at such a time the NCC develops; however, Public Works was consulted during review of the project and indicated that the Spyres Way extension was identified as a suitable alternative to maintain secondary access to the project site upon development of Phase Four of the NCC. Accordingly, right-of-way dedications are not needed to accommodate the NCC, outside of those requested in Development Standard No. 20 to accommodate the planned Spyres Way extension.

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

No other issues have been identified as a part of this request. Standards development standards have been added to the project.

GENERAL PLAN CONSISTENCY

The parcel identified as APN 046-010-024 is currently designated Planned Development in the Land Use Element of the Stanislaus County General Plan, and APN 046-010-016 is designated as Planned Industrial. The General Plan identifies the intent of the Planned Development designation as being for lands which, because of demonstrably unique characteristic, may be suitable for a variety of uses without detrimental effects on other properties. The General Plan further identifies freeway interchange and frontage roads adjacent to major highways and freeways as appropriate locations for planned developments. Similarly, the intent of the Planned Industrial designation is to provide suitable locations for light industrial development, in areas with public sewer and/or water. The Planned Industrial designation is preferred to an Industrial designation as it allows for more control of development standards to reduce impacts to adjoining properties. A Planned Development (P-D) zoning designation allows for the flexibility to provide a variety of uses and development standards, while retaining consistency with the General Plan as a whole. Additionally, the proposed P-D zoning is consistent with both the existing Planning Industrial and Planned Development zoning districts.

The project site is located with the LAFCO adopted SOI of the City of Modesto. The County's General Plan SOI policy states that development, other than agricultural uses and churches, which requires discretionary approval from incorporated cities, shall be referred to the city for preliminary approval. The project shall not be approved by the County unless written communication is received from the city memorializing their approval. If approved by the city, the city should specify what development standards are necessary to ensure that development will comply with city development standards. Goal Five, Policy 26 of the Land Use Element states that development must meet the applicable development standards of the affected city. Approval from a city does not preclude the County's decision-making bodies from exercising discretion, and they may either approve or deny the project. Additionally, discretionary projects within the SOI of a sanitary sewer district, domestic water district, or community services district, shall be forwarded to the district board for comment regarding the ability of the district to provide services. In this case, the City of Modesto also provides sewer and water service in the area. The City of Modesto has reviewed the project request and provided written support for the project. Development standards requiring a lot merger, dedication of a sewer easement for the purpose of sewer main installation and access when sewer becomes available, and installation of a 12-inch waterline in Kiernan Avenue as a condition to obtain water service were requested by City of Modesto staff and have been added to the project's development standards. Although not requested, City standards for landscaping, parking, lighting, and signage have also been applied as development standards due to the project being located within the City's SOI.

Staff believes that the proposed project is consistent with the General Plan policies discussed above. The site is surrounded by commercial development in all directions. Approval of this project would result in a development consistent with the surrounding area. As such, staff believes this use can be determined by the County to be consistent with the Stanislaus County General Plan.

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

ZONING ORDINANCE CONSISTENCY

The site is currently zoned General Agriculture (A-2-10) and P-D (254). The A-2-10 zoning does not permit the proposed development, and P-D (254) was approved to permit the development of a mini storage facility; however, the portion of the project site under the P-D zoning never developed in accordance with the approved development plan, and accordingly, the zoning has expired. A rezone is required in order to approve development of the project site.

Requirements that signage, landscaping, parking, and lighting meet City of Modesto standards have been incorporated into the development standards for this rezone. This project will maintain zoning consistency by adhering to the uses and development standards incorporated into this project (see Exhibit C – *Development Standards*).

ENVIRONMENTAL REVIEW

An environmental assessment for the project has been prepared in accordance with the California Environmental Quality Act (CEQA). Pursuant to CEQA, an Initial Study was prepared and circulated from March 5, 2025 to April 9, 2025, and was referred to interested parties and responsible agencies for review and comment (see Exhibit E – *Initial Study, with Attachments* and Exhibit I – *Environmental Review Referrals*).

A comment was received from the San Joaquin Valley Air Pollution Control District (Air District) in response to the proposed project indicating that construction and operation-related emissions for the project would have a less than significant impact on air quality and are not expected to exceed any of the Air District's annual emissions significant thresholds, but also requested that emissions generated by the proposed project be further studied via a California Emission Estimator Model (CalEEMod) analysis and Health Risk Assessment (HRA) to evaluate the project's health-related impacts. Additionally, the Air District requested that an Ambient Air Quality Analysis (AAQA) be included if emissions of any pollutant exceeds 100 pounds per day.

A HRA was performed by Terracon Consultant, Inc. to study health-related impacts of the proposed project. Emissions were examined specifically for emissions and toxic air contaminants resulting from both construction activities and operations, including both mobile sources (e.g. vehicle traffic) and stationary sources. The results of the HRA indicated the project's cancer risk and chronic risk would be less than significant (see Attachment I of Exhibit E – *Initial Study, with Attachments*). Additionally, the results did not exceed 100 pounds per day and accordingly, an AAQA was not required. The Air District reviewed the analysis and provided a response in agreement with its findings.

No significant issues were raised in response to the Initial Study; accordingly, a Negative Declaration has been prepared for approval prior to action on the project itself as the project will not have a significant effect on the environment (see Exhibit F – *Negative Declaration*). Development standards reflecting referral responses have been placed on the project (see Exhibit C – *Development Standards*).

******

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

Note: Pursuant to California Fish and Game Code Section 711.4, all project applicants subject to the California Environmental Quality Act (CEQA) shall pay a filing fee for each project; therefore, the applicant will further be required to pay **$3,025.75** for the California Department of Fish and Wildlife (formerly the Department of Fish and Game) and the Clerk-Recorder filing fees. The attached development standards ensure that this will occur.

Contact Person: Kristen Anaya, Senior Planner, (209) 525-6330

Attachments:

Exhibit A - Findings and Actions Required for Project Approval
Exhibit B - Maps, Site Plan, and Elevations
Exhibit C - Development Standards
Exhibit D - Development Schedule
Exhibit E - Initial Study, with Attachments
Exhibit F - Negative Declaration
Exhibit G - Correspondence, dated April 8, 2024
Exhibit H - Recorded Parcel Map No. 39-PM-12
Exhibit I - Environmental Review Referrals
Exhibit J - Levine Act Disclosure Statement

I:\PLANNING\FORMS AND TEMPLATES\PROJECT FORMS\STAFF REPORT\2024 STAFF RPT.DOCX

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

Findings and Actions Required for Project Approval

1. Adopt the Negative Declaration pursuant to CEQA Guidelines Section 15074(b), by finding that on the basis of the whole record, including the Initial Study and any comments received, that there is no substantial evidence the project will have a significant effect on the environment and that the Negative Declaration reflects Stanislaus County's independent judgment and analysis.

2. Order the filing of a Notice of Determination with the Stanislaus County Clerk-Recorder pursuant to Public Resources Code Section 21152 and CEQA Guidelines Section 15075.

3. Find that:

    a. The project is consistent with the overall goals and policies of the County General Plan.

    b. The proposed Planned Development zoning is consistent with the Planned Development and Planned Industrial General Plan designation.

    c. The project will increase activities in and around the project area, and increase demands for roads and services, thereby requiring dedication and improvements.

4. Approve Rezone Application No. PLN2023-0093 – U-Haul, subject to the attached Development Standards and Development Schedule.

5. Introduce, waive the reading, and adopt an ordinance for the approved Rezone Application No. PLN2023-0093 – U-Haul.

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

U-HAUL

REZ PLN2023-0093

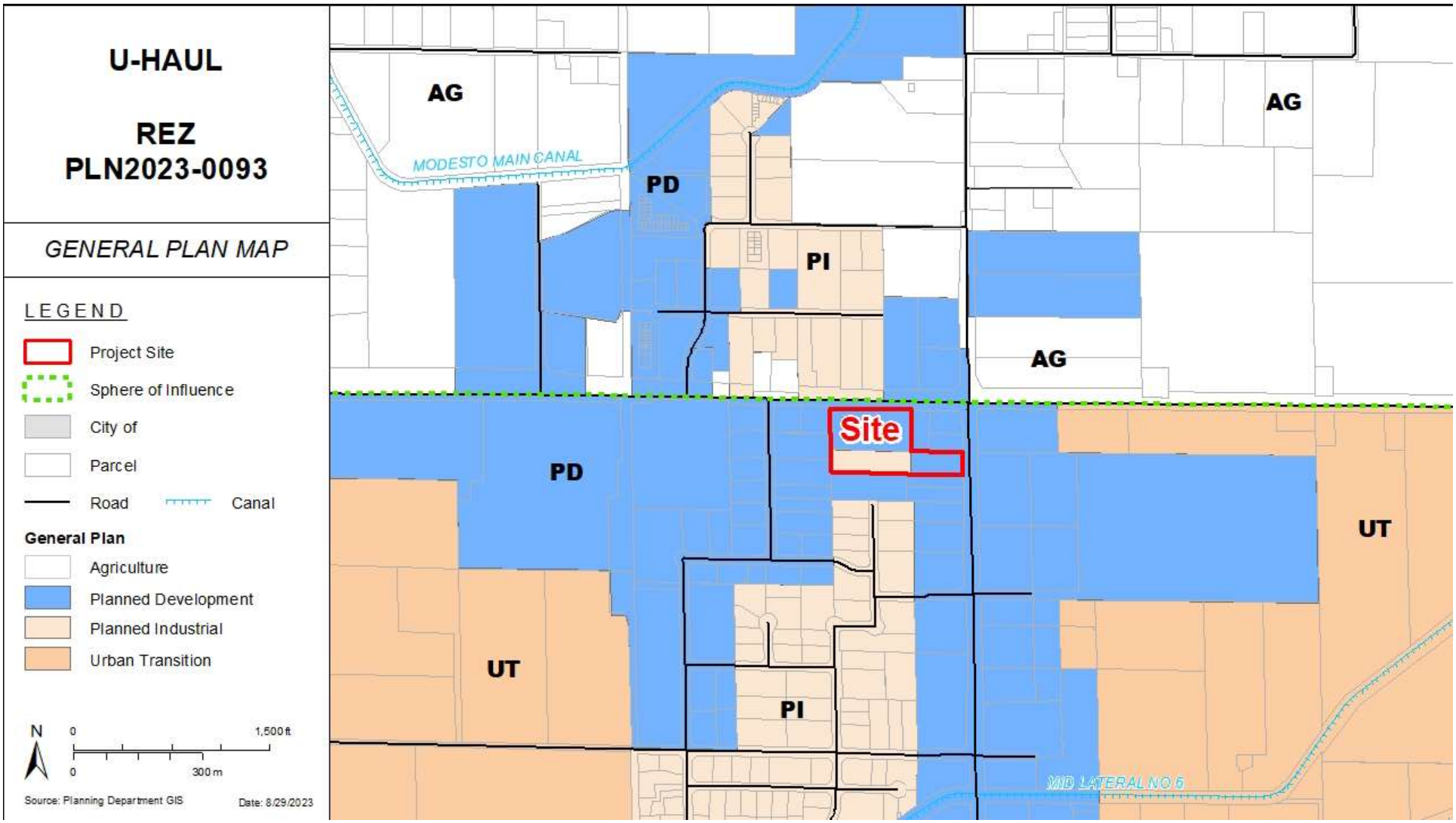
AREA MAP



U-HAUL

REZ PLN2023-0093

GENERAL PLAN MAP



EXH
Packet Pg. 1085
6.1.a
Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

U-HAUL

REZ PLN2023-0093

ZONING MAP

LEGEND

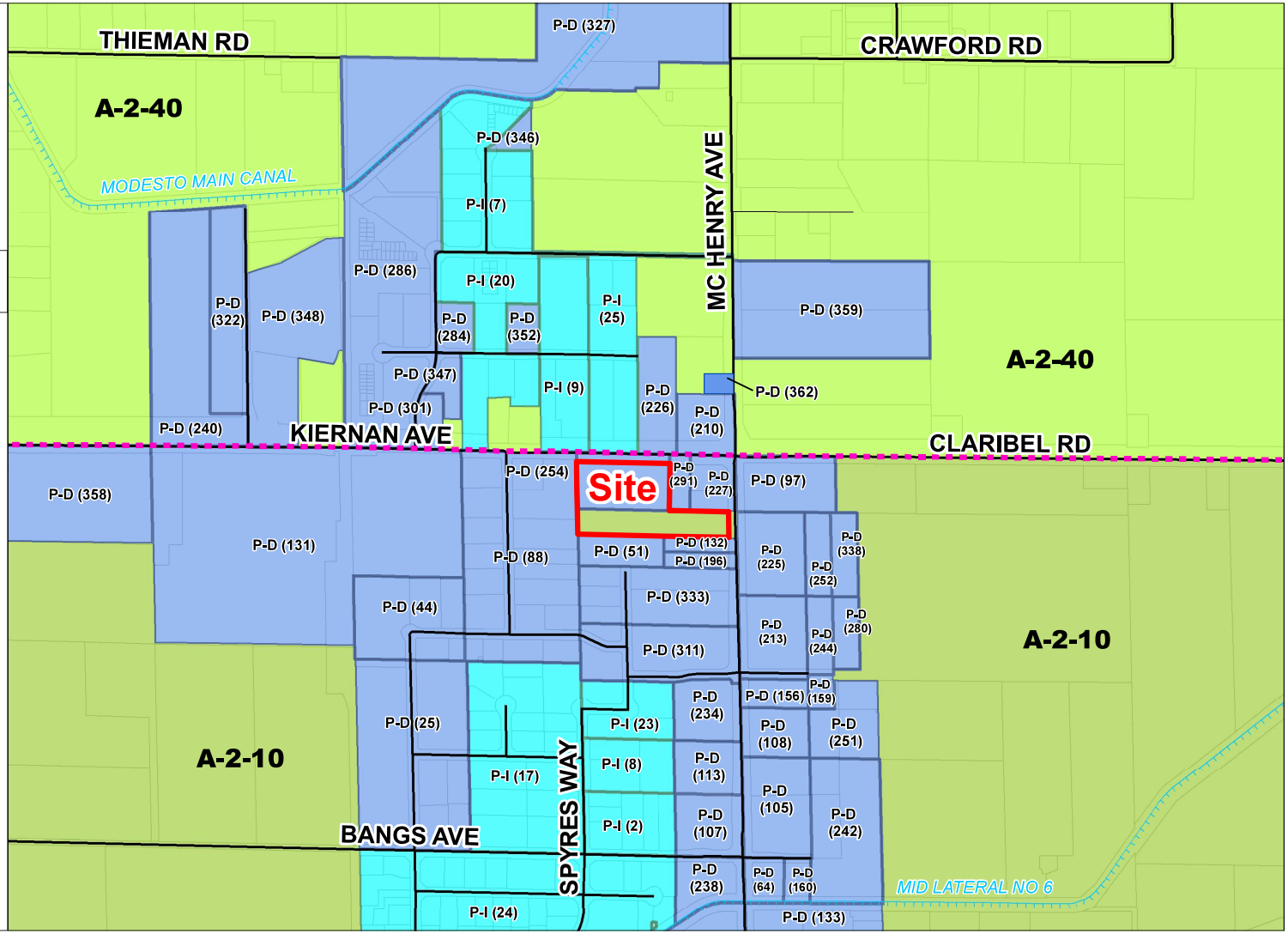
- Project Site
- Sphere of Influence
- City of
- Parcel
- Road
- Canal

Zoning Designation

- General Agriculture 10 Acre
- General Agriculture 40 Acre
- Planned Development
- Planned Industrial

N 0 1,500 ft 0 300 m

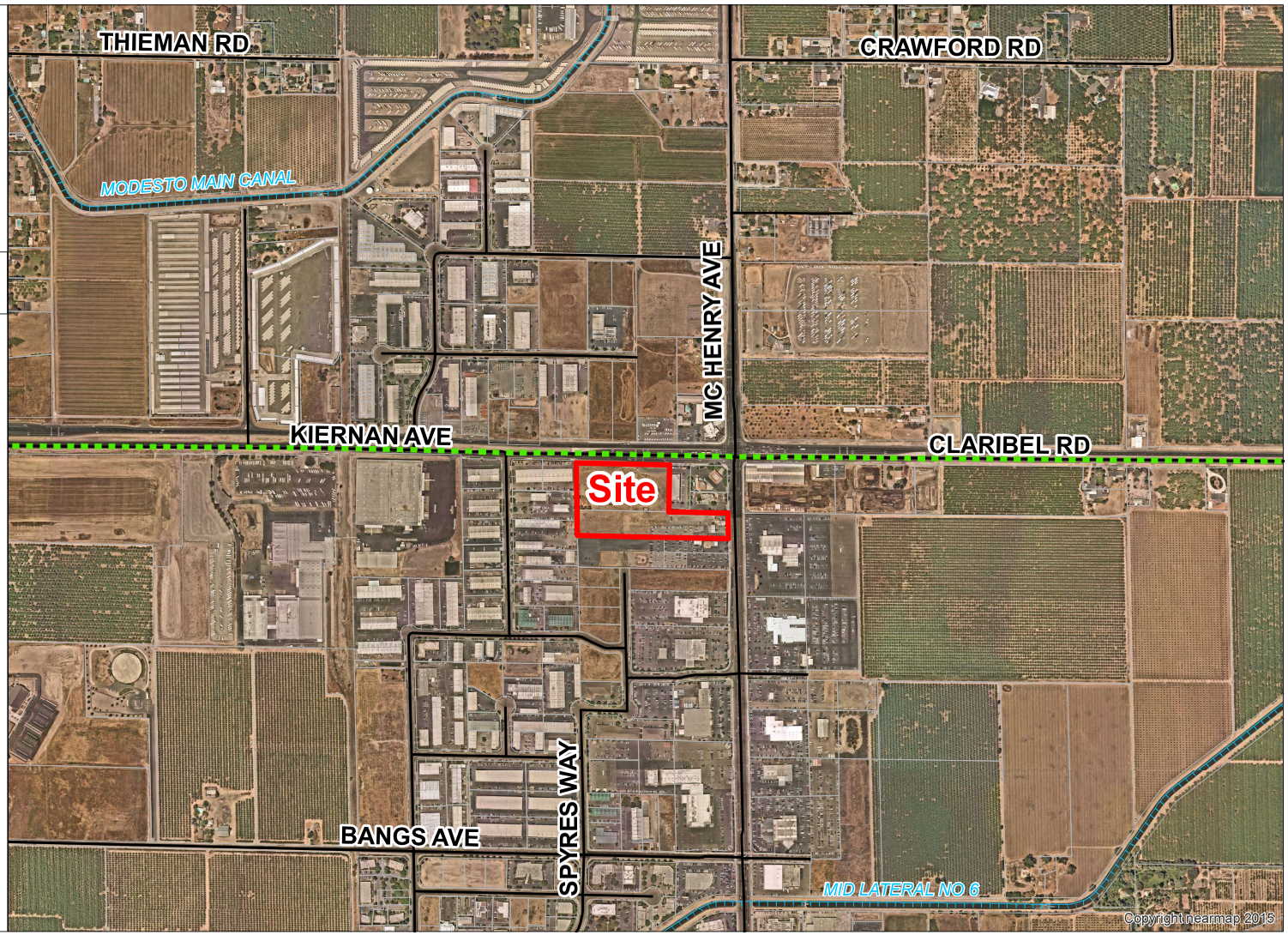
Source: Planning Department GIS Date: 8/30/2023



U-HAUL

REZ PLN2023-0093

2023 AERIAL AREA MAP



LEGEND

- Project Site
- Sphere of Influence
- Road
- Canal

N 0 1,500 ft 0 300 m

Source: Planning Department GIS Date: 8/29/2023

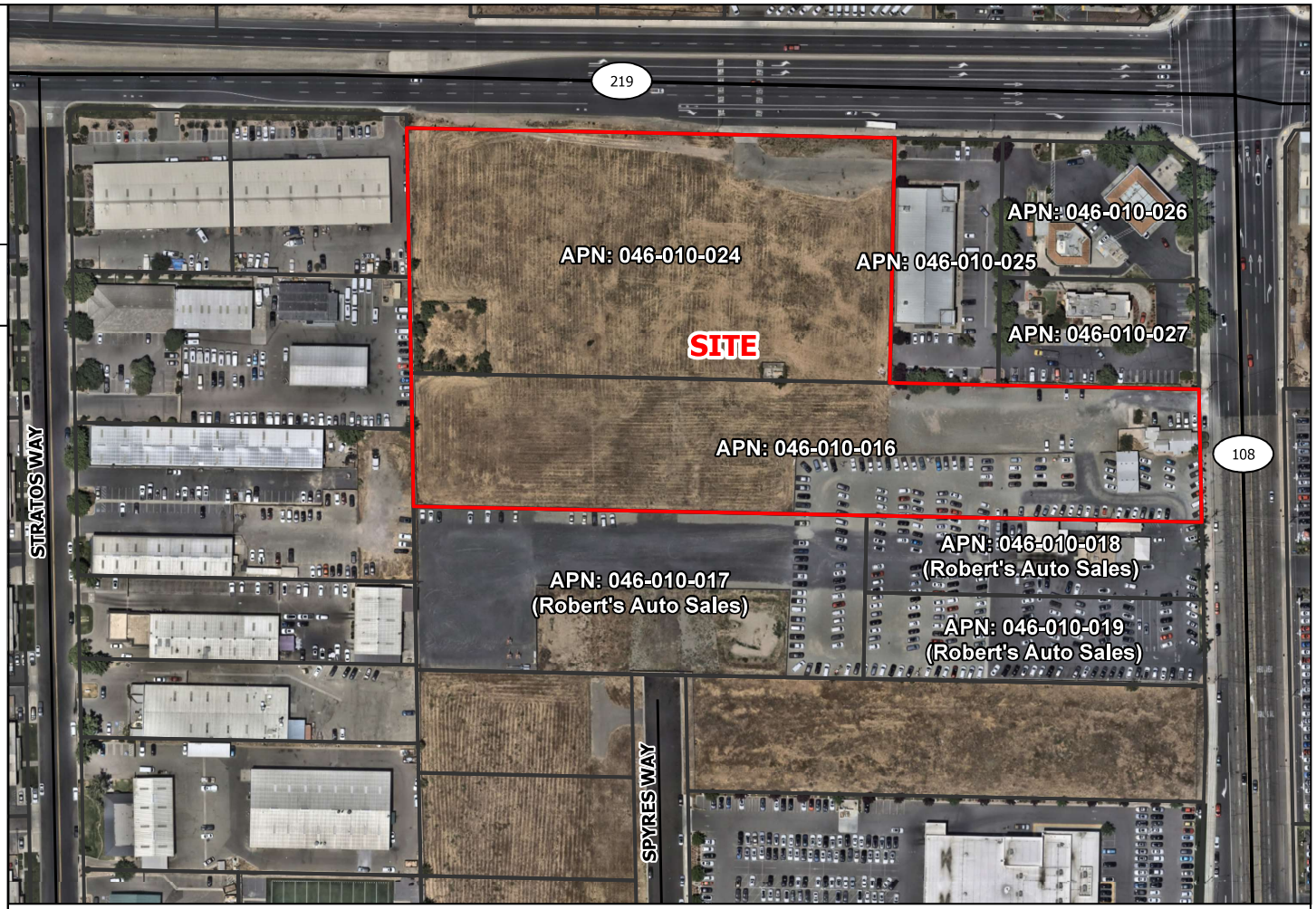
U-HAUL

REZ PLN2023-0093

ASSESSOR PARCEL NUMBER

LEGEND

- Project Site
- Parcel
- Highway
- Street



N 0 140 280 Feet

0 35 70 Meters

Source: Planning Department GIS Date Exported: 4/22/2025

EXHIBIT B

U-HAUL

REZ PLN2023-0093

2023 AERIAL SITE MAP

LEGEND

Project Site

Road

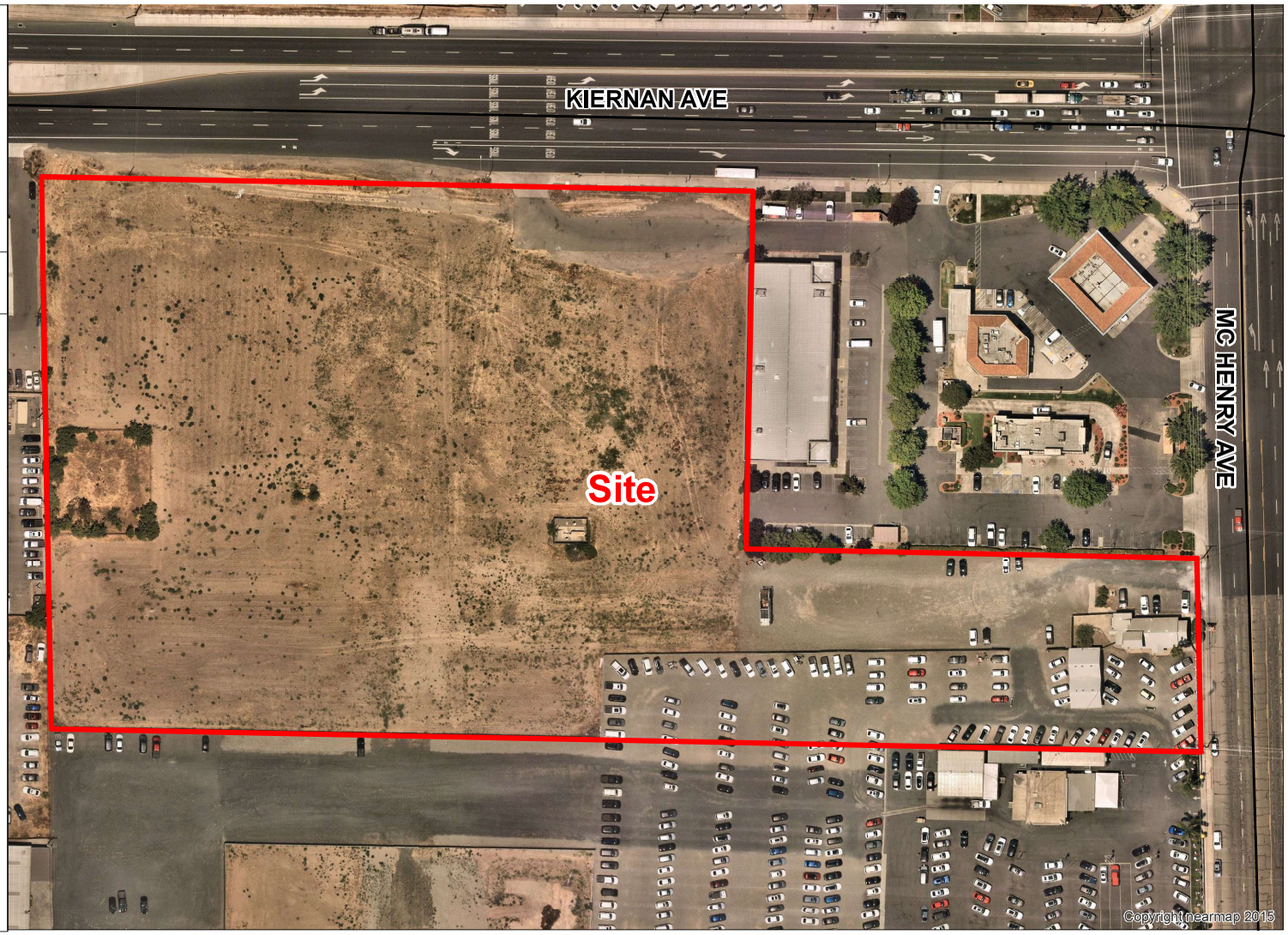
N

0 200 ft

0 50 m

Source: Planning Department GIS

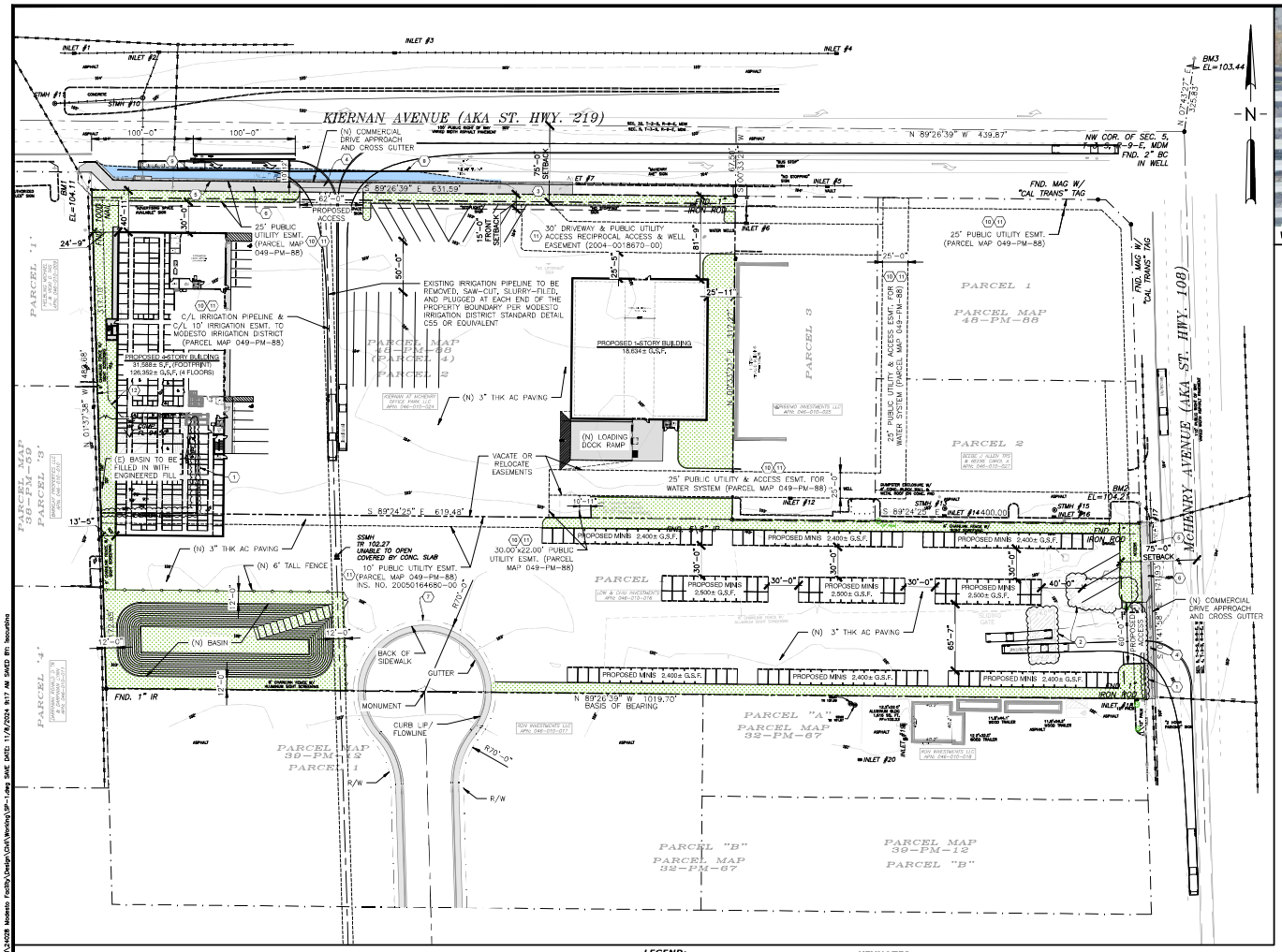
Date: 8/29/2023



EXH

Packet Pg. 1089

6.1.a





VICINITY MAP SCALE: N.T.S.

ZONING INFORMATION

PROJECT NAME: U-HAUL MOVING & STORAGE OF MODESTO

MUNICIPALITY: STANISLAUS COUNTY

PROJECT ADDRESS: KIERNAN AVENUE & MCHENRY AVENUE MODESTO, CA

APN / ACRE / AREA: PARCEL 1: 046-010-024 (4.55 AC) PARCEL 2: 046-010-016 (4.02 AC) TOTAL: 373,839 SF

CURRENT ZONE: PARCEL 1: PD-254 (PLANNED DEVELOPMENT) PARCEL 2: A-2-10 (AGRICULTURE DISTRICT)

REZONE: PD (PLANNED DEVELOPMENT)

ADJACENT ZONING: N: PI, PD S: PD E: PD W: PD

USES: SELF-STORAGE TRUCK & TRAILER SHARING AND RELATED RETAIL SALES

BULK REQUIREMENTS - (BASED ON C-2 ZONE)

SETBACKS:
MAJOR STREET: 75 FT (MIN) FROM CENTERLINE OR 15 FT (MIN) FROM PLANNED STREET LINE WHICHEVER IS GREATER
MINOR STREET: 45 FT (MIN) FROM CENTERLINE OR 15 FT (MIN) FROM PLANNED STREET LINE WHICHEVER IS GREATER
SIDE YARD: NONE, 5 FT (MIN) NEXT TO RESIDENTIAL
REAR YARD: NONE, 5 FT (MIN) NEXT TO RESIDENTIAL

FAR: NONE

LOT COVERAGE: NONE

HEIGHT LIMIT: 75 FT (MAX)

PARKING:
GENERAL RETAIL = 1 SP/ 300 GFA
WAREHOUSE = 1SP/ EACH EMPLOYEE ON MAX SHIFT + 3 SPACES

LANDSCAPE:
FRONT YARD: 3% OF TOTAL LOT AREA
TOTAL SITE: 15% OF TOTAL SITE AREA 16% PROPOSED

PRELIMINARY NOT FOR CONSTRUCTION

PROPOSED MIX

LOCKER SIZE	INTERIOR															EXTERIOR MINIS			GRAND TOTAL		
	1st Flr	SQ. FT.	%	2nd Flr	SQ. FT.	%	3rd Flr	SQ. FT.	%	4th Flr	SQ. FT.	%	TOTAL	SQ. FT.	%	QTY	SQ. FT.	%	QTY	SQ. FT.	%
5 x 5	35	875	5%	48	1200	5%	48	1200	5%	48	1200	5%	179	4475	5%	0	0	0%	179	4475	4%
5 x 10	92	4600	27%	115	5750	26%	116	5800	26%	115	5750	26%	438	21,900	26%	0	0	0%	438	21,900	21%
7 x 10	3	210	1%	3	210	1%	3	210	1%	3	210	1%	12	840	1%	0	0	0%	12	840	1%
10 x 8	0	0	0%	2	160	1%	2	160	1%	2	160	0%	6	480	0%	0	0	0%	6	480	0%
10 x 10	80	8000	47%	102	10,200	45%	101	10,100	45%	102	10,200	46%	385	38,500	46%	30	3000	14%	415	41,500	39%
10 x 15	23	3450	20%	33	4,950	22%	33	4,950	22%	33	4,950	22%	122	18,300	22%	126	18,900	86%	248	37,200	35%
TOTAL	233	7,135	100%	303	22,470	100%	303	22,420	100%	303	22,470	100%	1142	84,495	100%	156	21,900	100%	1298	106,395	100%

♿ 31 ADA LOCKERS REQUIRED/PROVIDED

U-BOX AREA = 18,152± S.F.
TOTAL U-BOXES = 1,440 (288 x 5-HIGH)

LEGEND:

- PROPERTY LINE
- (N) BUILDING
- EXISTING BUILDING
- 385 PROPOSED CONTOURS
- EXISTING CONTOURS
- OHE OVERHEAD POWER LINE
- PARCEL LINE
- EASEMENT
- SETBACK
- (E) CHAIN LINK FENCE
- (N) CHAIN LINK FENCE
- (E) STORM DRAIN PIPELINE
- LANDSCAPING
- (N) CONCRETE
- TO BE DEMO'D
- (N) PAVEMENT
- (E) STORM DRAIN INLET

KEYNOTES:

1. DEMO (E) FENCE LINE.
2. DEMO (E) BUILDING.
3. DEMO (E) CURB RAMP.
4. (N) CONCRETE DRIVEWAY APRON AND CROSS GUTTER PER CALTRANS 2023 STANDARD PLAN A87A.
5. (N) CONCRETE CURB AND GUTTER PER DETAIL TYPE A2 CALTRANS 2023 STANDARD PLAN A87A.
6. (N) 10'-0" WIDE CONCRETE WALKWAY
7. (F) COMMERCIAL CUL-DE-SAC PER COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS STANDARD PLATE NO. 3-B1. SHOWN FOR REFERENCE ONLY.
8. (N) PAVED RIGHT-SHOULDER AND STORAGE LANE TO TIE INTO EXISTING PAVEMENT PER CALTRANS 2023 STANDARDS
9. (N) PAVEMENT MARKINGS AND ARROWS PER CALTRANS 2023 STANDARDS
10. AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP RECORDED JUNE 2, 1998 AND ON FILE IN BOOK 48, PAGE 88, OF PARCEL MAPS. FOR: PUBLIC UTILITY, IRRIGATION, ACCESS FOR THE WATER SYSTEM AND INCIDENTAL PURPOSES
11. THE TERMS, PROVISION AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED RECIPROCAL ACCESS, EASEMENT AND WELL AGREEMENT RECORDED FEBRUARY 10, 2004 AS INSTRUMENT NO. 2004-0018670-00 OF OFFICIAL RECORDS.

DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED SEPTEMBER 19, 2006 AS INSTRUMENT NO. 2006013897O-00 OF OFFICIAL RECORDS.

DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED SEPTEMBER 9, 2005 AS INSTRUMENT NO. 2005016468O-00 OF OFFICIAL RECORDS.

12. EASEMENT FOR DRAINAGE PURPOSES AND INCIDENTAL PURPOSES, RECORDED MAY 9, 2000 AS INSTRUMENT NO. 2000-0035819-00 OF OFFICIAL RECORDS. TO BE VACATED.

GRAPHIC SCALE

0 25' 50' 100'

(IN FEET)
1"=50'-0"

PLN2023-0093 - U-HAUL

ENGINEERING SEAL

U-HAUL OF MODESTO
KIERNAN AVE. & McHENRY AVE.
MODESTO, CA. 95356

NO.	REVISION/ISSUE	DATE
A	ISSUED FOR REVIEW	11/08/24

PLEASE NOTE THE REVISION AND DATE ARE FOR STRUCTURAL SHEETS ONLY.

ANACAPA ENGINEERING AND DESIGN, INC.
WWW.ANACAPA.COM
9100 MING AVE. STE. 110
BAKERSFIELD, CA. 93311

PROJECT NAME AND ADDRESS
U-HAUL OF MODESTO
KIERNAN AVE. & McHENRY AVE.
MODESTO, CA. 95356
APN: 046-010-024 & 046-010-016

SHEET DESCRIPTION
SITE PLAN

PROJECT NO. 24028
DATE 11/08/24
SCALE 1" = 50'
SHEET NO. **SP-1**

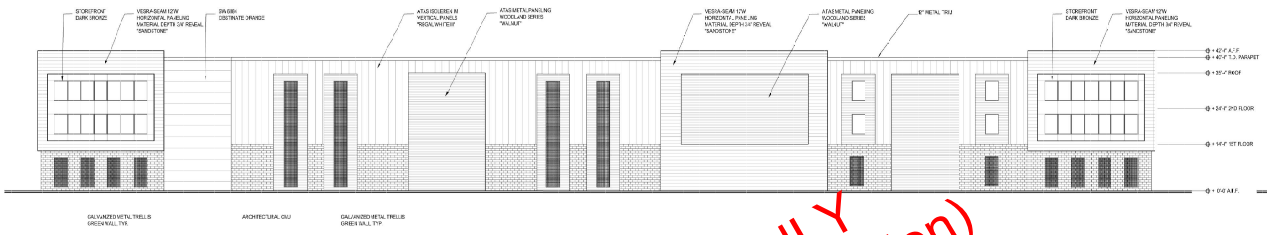
FILE LOCATION: C:\Users\Vaccarino\Vaccarino Dropbox\Vaccarino Team\Uhaul\24028 Modesto Facility\Design\Civil\Working\SP-1.dwg SAVE DATE: 11/8/2024 8:17 AM SAVED BY: tlacombino

15

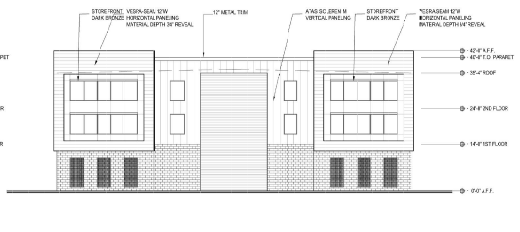
EXH

Packet Pg. 1090

6.1.a

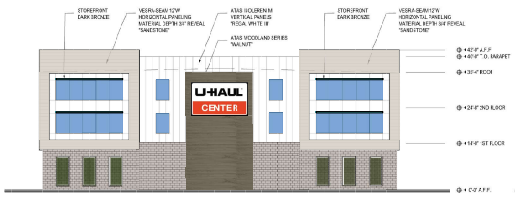


SOUTH ELEVATION
SCALE: 1/16"=1'-0"

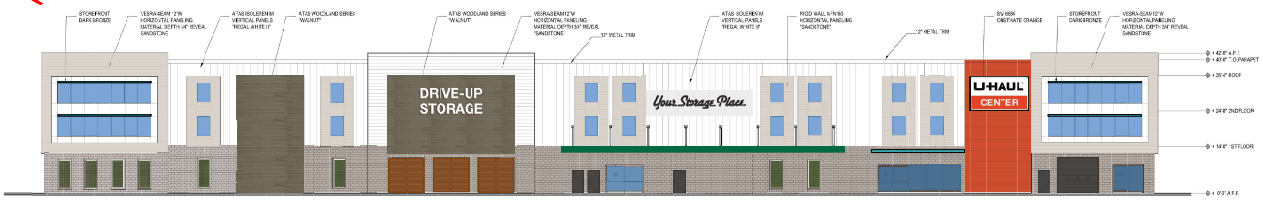


EAST ELEVATION
SCALE: 1/16"=1'-0"

EXAMPLE ONLY
(Not for Construction)



WEST ELEVATION
SCALE: 1/16"=1'-0"



NORTH ELEVATION
SCALE: 1/16"=1'-0"

EXAMPLE ONLY
(Not for Construction)

CONCEPTUAL EXTERIOR ELEVATIONS - BUILDING A
UHAUL



WEST ELEVATION
Scale: 1" = 20'

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PROPOSED MIX

LOCKER SIZE	INTERIOR															EXTERIOR MINIS			GRAND TOTAL		
	1st Flr	SQ. FT.	%	2nd Flr	SQ. FT.	%	3rd Flr	SQ. FT.	%	4th Flr	SQ. FT.	%	TOTAL	SQ. FT.	%	QTY	SQ. FT.	%	QTY	SQ. FT.	%
5 x 5	35	875	5%	40	1000	5%	42	1050	5%	40	1000	5%	157	3925	5%	0	0	0%	157	3925	4%
5 x 8	0	0	0%	0	0	0%	1	40	0%	0	0	0%	1	40	0%	0	0	0%	1	40	0%
5 x 10	86	4300	25%	121	6050	27%	121	6050	27%	121	6050	27%	449	22,450	26%	0	0	0%	449	22,450	24%
7 x 8	0	0	0%	0	0	0%	1	56	0%	0	0	0%	1	56	0%	0	0	0%	1	56	0%
7 x 10	3	210	1%	4	280	1%	3	210	1%	4	280	1%	14	980	1%	0	0	0%	14	980	1%
10 x 5	0	0	0%	2	160	1%	3	240	1%	1	80	0%	6	480	1%	0	0	0%	6	480	1%
10 x 10	83	8300	48%	102	11,200	45%	100	10,000	45%	103	10,300	45%	388	38,800	46%	40	4000	40%	428	42,800	45%
10 x 15	23	3450	20%	33	4,950	22%	33	4,950	22%	33	4,950	22%	122	18,300	22%	40	6000	60%	162	24,300	26%
TOTAL	230	17,135	100%	302	22,640	100%	304	22,596	100%	302	22,660	100%	1138	85,031	100%	80	10,000	100%	1218	95,031	100%

U-BOX AREA = 20,431± S.F.
TOTAL U-BOXES = 1,620 (324 x 5=1620)



- PRELIMINARY -
(FOR FIELD REVIEW AND FEEDBACK)

FLOOR PLAN

SCALE: 1" = 20'-0"

SHEET NOTES:

REVISIONS:

NO.	DATE	INITIALS	NOTES
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-
6	-	-	-
7	-	-	-
8	-	-	-

PROFESSIONAL SEAL:

PRELIMINARY DOCUMENTS, NOT FOR CONSTRUCTION, FOR INFORMATION ONLY

ARCHITECT LOGO:

AMERCO REAL ESTATE COMPANY
CONSTRUCTION DEPARTMENT
2727 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004
P: (602) 263-6502

SITE ADDRESS:
U-HAUL OF MODESTO
KIERNAN AVE & MCHENRY AVE
MODESTO, CA 95356

SHEET CONTENTS:
PROPOSED
FLOOR PLAN

710086

DRAWN: MM
CHECKED: MM
DATE: 07/12/2023
A-1

710086 A1A.DWG

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Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

DEVELOPMENT STANDARDS

REZONE APPLICATION NO. PLN2023-0093
U-HAUL

Department of Planning and Community Development

1. Use(s) shall be conducted as described in the application and supporting information (including the plot plan) as approved by the Planning Commission and/or Board of Supervisors and in accordance with other laws and ordinances.

2. Pursuant to Section 711.4 of the California Fish and Game Code, the applicant is required to pay a California Department of Fish and Wildlife fee at the time of filing a "Notice of Determination." Within five (5) days of approval of this project by the Planning Commission or Board of Supervisors, the applicant shall submit to the Department of Planning and Community Development a check for **$3,025.75**, made payable to **Stanislaus County**, for the payment of California Department of Fish and Wildlife and Clerk-Recorder filing fees.

   Pursuant to Section 711.4 (e) (3) of the California Fish and Game Code, no project shall be operative, vested, or final, nor shall local government permits for the project be valid, until the filing fees required pursuant to this section are paid.

3. Developer shall pay all Public Facilities Impact Fees and Fire Facilities Fees as adopted by Resolution of the Board of Supervisors. The fees shall be payable at the time of issuance of a building permit for any construction in the development project and shall be based on the rates in effect at the time of building permit issuance.

4. The applicant/owner is required to defend, indemnify, or hold harmless the County, its officers, and employees from any claim, action, or proceedings against the County to set aside the approval of the project which is brought within the applicable statute of limitations. The County shall promptly notify the applicant of any claim, action, or proceeding to set aside the approval and shall cooperate fully in the defense.

5. The Department of Planning and Community Development shall record a Notice of Administrative Conditions and Restrictions with the County Recorder's Office within 30 days of project approval. The Notice includes: Conditions of Approval/Development Standards and Schedule; any adopted Mitigation Measures; and a project area map.

6. Prior to issuance of any building permit, a photometric lighting plan shall be submitted for review and approval by the Planning Department. All exterior lighting shall be designed (aimed down and toward the site) to provide adequate illumination without a glare effect. This shall include, but not be limited to, the use of shielded light fixtures to prevent skyglow (light spilling into the night sky) and the installation of shielded fixtures to prevent light trespass (glare and spill light that shines onto neighboring properties). Height limits of light poles and exterior lighting fixtures shall meet the City of Modesto's standards.

7. A sign plan for all proposed on-site signs indicating the location, height, area of the sign(s), and message shall be submitted to the City of Modesto for review and approval, and the City-approved plans shall be submitted to the County Planning Department for acceptance

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

prior to issuance of a building permit or installation. All signs shall comply with the applicable City of Modesto sign requirements for the proposed use, as described in Title 10 of the Modesto Municipal Code (MMC).

8. Should any archeological or human remains be discovered during development, work shall be immediately halted within 150 feet of the find until it can be evaluated by a qualified archaeologist. If the find is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resource shall be formulated and implemented. The Central California Information Center shall be notified if the find is deemed historically or culturally significant.

9. All outside storage and mechanical equipment shall be screened from the view of any public right-of-way by a screen fence of uniform construction or landscaping as approved by the Planning Director. Any required water tanks for fire suppression shall be painted to blend with the surrounding landscape or screened with landscaping and shall not be used as a sign unless approved by the Planning Director or appointed designee(s).

10. Prior to issuance of a grading permit, a parking signage and management plan shall be prepared for review and approval by the Planning and Public Works Directors, or appointed designee(s). The plan shall identify the striping, signage, rental vehicle/equipment drop-off procedures, and circulatory layout of the proposed parking lot, and identify a plan to maintain an orderly, accessible, and clearly delineated parking lot.

11. Prior to issuance of a building or grading permit, the applicant shall submit a lot merger application, and a lot merger shall be recorded to merge the project parcels.

12. Prior to issuance of any grading, encroachment, or building permit, the applicant shall submit Landscape and Irrigation Plans that meet current State of California, Modesto Municipal Code, and City of Modesto Landscape and Irrigation Specifications to the City Department of Parks, Recreation and Neighborhoods Director, or designee, for review and approval, with City-approved plans submitted to the County Planning Department for acceptance. Landscape and Irrigation design shall meet State of California AB1881 water use standards with regard for irrigation water use and runoff.

13. Landscaping pursuant to the approved landscape plan shall be maintained at all times. Dead or dying plants shall be replaced with materials of equal size and similar variety. Any dead trees shall be replaced with a similar variety of a 15-gallon size or larger.

14. No operations shall be conducted on any premises in such a manner as to cause an unreasonable amount of noise, odor, dust, smoke, vibration, or electrical interference detectable off the site.

15. The proposed parking lot shall be designed to meet City of Modesto standards.

16. Trash bins shall be kept in trash enclosures constructed of materials compatible with the architecture of the development. Trash enclosures shall be placed in locations as approved by the refuse collecting agency and the Planning Director.

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

Department of Public Works

17. No parking, loading, or unloading of vehicles shall be permitted within the County or State road right-of-way.

18. The developer shall install or pay for the installation of any street signs and/or markings, if warranted.

19. Access shall be approved by the responsible agency. An Encroachment Permit shall be obtained for driveway approaches at all points of ingress and egress on the project site. Driveways shall meet standards for commercial driveway approaches.

20. Prior to the issuance of a grading or building permit, a reciprocal access driveway easement shall be created for the benefit of Assessor Parcel Number (APN) 046-010-009, addressed as 418 Kiernan Avenue. The easement shall be an appurtenant easement and shall be drawn up by either a licensed land surveyor or a registered civil engineer licensed to practice land surveying in California.

21. Prior to the issuance of any building permit or grading permit, road right-of-way shall be deeded to Stanislaus County to provide a 70-foot radius cul-de-sac that meets Stanislaus County Plate 3-B1 on APN 045-010-016. The developer's qualified agent shall be aligned with the Spyres Way centerline per Stanislaus County Parcel Map 57-PM-40.

22. Prior to issuance of a grading or building permit, a Street Improvement Agreement for Spyres Way improvements shall be executed.

23. Prior to final inspection or occupancy of a building permit, street improvements shall be installed that are consistent with Caltrans standards for both McHenry Avenue (State Route 108) and Kiernan Avenue (State Route 219). The improvements shall include but are not limited to curb, gutter and sidewalk, storm drainage, driveways, matching pavement, and handicap ramps.

24. Prior to the Department of Public Works doing any plan check or inspections associated with the development, the subdivider shall sign a "Plan Check/Inspection Agreement" and post a $5,000 deposit with Public Works.

25. Prior to final inspection or occupancy of a building permit, the applicant shall complete annexation into the North McHenry 2 Lighting District or defer the requirement by entering into an agreement with the Department of Public Works. The applicant shall provide all necessary documents and pay all costs associated with the annexation process, which takes approximately six to eight months and requires Local Agency Formation Commission (LAFCO) approval.

26. Prior to final inspection or occupancy of a building permit, the developer shall either annex all project parcels into County Service Area 20 (CSA 20) to provide funds to ensure future maintenance of the Spyres Way storm drainage system or defer the requirement by entering into an agreement with the Department of Public Works. The developer shall

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provide all necessary documents and pay all fees associated with formation of the CSA, which takes approximately six to eight months and requires LAFCO approval.

27. Prior to issuance of any grading or building permit which proposes to modify or abandon existing easements, all appropriate parties shall review and approve prior to recording of any new storm drainage or utility easement.

28. Prior to commencement of any grading, clearing, excavating, filling, or other disturbance of natural terrain, a Grading Permit application shall be submitted to the Building Permits Division, and be subject to the following:

    a. New development and re-development project shall contain all storm drainage on-site.

    b. Storm drainage facilities shall be designed using a 100-year, 24-hour storm. The drainage facility shall be capable of dewatering the 100-year, 24-hour storm within 48 hours. Calculations for the storm drainage capacity and dewatering shall be submitted to the engineer for approval.

        i. A comprehensive soils report shall be submitted for the proposed project. The soils report shall be prepared, stamped, and signed by a licensed geotechnical engineer experienced in soil. It shall include R-values taken at the site with a map showing the locations and depths of the test samples.

        ii. Submit a completed Regulated Project Worksheet per the Stanislaus County 2015 Post-Construction Standards Plan.

        iii. Regulated Project Volume Reduction Calculations, signed and stamped by a registered civil engineer licensed to practice in California, shall be submitted for each drainage management area and must include any control measure(s) that meet volumetric sizing criteria.

        iv. An Operation and Maintenance Plan and owner-signed and notarized Statement of Responsibility is required for all proposed treatment control measures.

    c. Dischargers of stormwater associated with construction activity that result in the disturbance of one acre or more of land area shall apply for and obtain coverage under 2022 Construction General Permit.

Department of Environmental Resources (DER) – Environmental Health Division

29. Prior to the issuance of any building permit, the applicant(s) shall obtain a fully executed 'Will-Serve Letter' from the City of Modesto for municipal water services to the project.

30. Existing on-site wells and/or septic tanks shall be destroyed under permit from DER and in accordance with all laws and policies (Stanislaus County and California State Model Well Standards) and agreements in place.

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31. On-site wastewater treatment system (OWTS) shall be by individual Primary and Secondary wastewater treatment units, operated under conditions and guidelines established by Measure X.

32. Prior to the issuance of any grading or building permit, the applicant(s) shall submit a site plan showing the location of all water wells, in addition to the layout and design of both existing and proposed OWTS, including areas designated for future 100% expansion or replacement.

33. Any proposed work to an existing or proposed OWTS shall meet all applicable County Local Agency Management Program (LAMP) standards and required setbacks and be designed according to type and/or maximum occupancy of the proposed structure to the estimate waste/sewage design flow rate.

Department of Environmental Resources (DER) – Hazardous Materials Division

34. Prior to issuance of a grading or building permit, a site investigation shall be conducted to the satisfaction of DER staff through a Phase I study, and, if determined necessary, a Phase II study. Any discovery of underground storage tanks, former underground storage tank locations, buried chemicals, buried refuse, or contaminated soil shall be brought to the immediate attention of DER.

Salida Fire Protection District

35. Prior to issuance of a building permit, all applicable Fire Service Impact Mitigation Fees as adopted by the District Board of Directors and currently in place at the time of issuance of construction permits shall be paid.

36. This project shall meet the district's requirements of on-site water for fire protection prior to construction of combustible materials. Fire hydrant(s) and static source locations, connections, and access shall be approved by the District.

37. Prior to, and during, combustible construction, the District shall approve provisions for serviceable fire vehicle access and fire protection water supplies.

38. Prior to final occupancy of a building permit, a District specified Rapid Entry System (Knox Box) shall be installed and serviceable prior to final inspection allowing fire department access into gated areas, limited access points, and or buildings.

39. Prior to final occupancy of a building permit, buildings shall have fire sprinklers meeting the standards listed within the adopted California Fire Code and related amendments.

40. Prior to final occupancy of a building permit, gated 2 ½" hose connections (Class III) for fire department use shall be installed on all floors in each required exit stairwell.

41. If traffic signals are installed and/or retrofitted for the project, signal preemption devices shall be paid for or installed by the developer/owner and shall conform to the District's standards and requirements.

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42. Prior to issuance of a building permit, the property owner shall be required to annex into a Community Facilities District (CFD) for operational services with the Salida Fire Protection District.

California Department of Transportation (Caltrans)

43. Prior to issuance of any building or grading permit for work which proposes to modify or relocate the existing on-site stormwater drainage basin and easement, Caltrans approval shall be obtained.

44. Prior to issuance of any building or grading permit, an encroachment permit for all driveways shall be obtained from Caltrans.

City of Modesto

45. Prior to issuance of a building permit, the applicant shall obtain a Will Serve letter from the City, subject to a recorded Outside Service Agreement.

46. At the time the sewer main is extended to the property and available for connection, an on-site easement shall be dedicated from the property for the purpose of sewer main installation, access, and maintenance.

47. The applicant shall install a 12-inch waterline in Kiernan Avenue to connect to the existing 10 inch waterline in McHenry Avenue. The ultimate connection to the City facilities will be determined based on the final site design and lot configuration for primary services and address, and subject to City approval. All applicable water connection fees shall be paid, and an encroachment permit issued from the City prior to any work being done in the public right-of-way.

48. Storm Drain design shall comply with the City's 2011 Guidance Manual for Development Stormwater Quality Control Measures and City standards to retain stormwater on-site.

Modesto Irrigation District (MID)

49. The existing abandoned-in-place irrigation facilities shall be removed within the proposed project footprint, saw-cut, slurry-filled, and plugged at each end per MID standard detail C55 or equivalent.

50. Prior to issuance of a building or grading permit, any easement for abandoned facilities shall be quitclaimed subject to applicable MID quitclaiming processes.

51. Existing MID easements for protection of overhead and underground electrical facilities shall remain.

Local Agency Formation Commission (LAFCO)

52. LAFCO review and approval of an out-of-boundary service extension shall be obtained prior to connection to the City of Modesto's water and/or sewer systems.

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San Joaquin Valley Air Pollution Control District (SJVAPCD)

53. Any construction resulting from this project shall comply with standardized dust control adopted by the SJVAPCD and may be subject to additional regulations/permits, as determined by the SJVAPCD.

54. The proposed project shall be subject to SJVAPCD Rules and Regulations in place at the time of grading or building permit issuance. Prior to issuance of a grading or building permit, the applicant shall contact the SJVAPCD's Small Business Assistance Office to determine if any SJVAPCD permits are required, including but not limited to an Authority to Construct (ATC).

Central Valley Regional Water Quality Control Board (CVRWQCB)

55. Prior to issuance of a building permit, applicant/developer shall be responsible for contacting the CVRWQCB and obtaining any necessary permits.

Planning Commission

56. No increase in runoff into State right-of-way shall be permitted to result from alterations to the natural drainage course.

57. Prior to issuance of a grading or building permit, the applicant shall submit the following to Caltrans for review:

- **a. An existing topography map;**
- **b. A comprehensive drainage plan; and**
- **c. Stormwater calculations demonstrating pre- and post-construction flow conditions.**

58. Prior to issuance of a grading or building permit, the applicant shall demonstrate to Caltrans' satisfaction that the proposed project will not significantly impact existing State drainage facilities via one of the following ways:

- **a. If undeveloped topography historically directed drainage away from the State right-of-way, no new discharge towards State facilities shall occur; or**
- **b. If undeveloped topography historically directed drainage into the State right-of-way, this may continue only provided the following conditions are met:**
  - **i. Post-construction peak flows do not exceed pre-construction flows; and**
  - **ii. Site runoff is treated to meet current stormwater quality standards.**

****

Please note: If Conditions of Approval/Development Standards are amended by the Planning Commission or Board of Supervisors, such amendments will be noted in the upper right-hand corner of the Conditions of Approval/Development Standards; new wording is in bold font and deleted wording is in strikethrough text.

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DEVELOPMENT SCHEDULE

REZONE APPLICATION NO. PLN2023-0093
U-HAUL

- Grading of the project site shall begin within 18 months of project approval.
- An extension of this development schedule may be granted by the Planning Director subject to the issuance of a staff approval permit to allow modification to Development Standards/Schedule.

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DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
1010 10TH Street, Suite 3400, Modesto, CA 95354
Planning Phone: (209) 525-6330 Fax: (209) 525-5911
Building Phone: (209) 525-6557 Fax: (209) 525-7759

CEQA INITIAL STUDY

Adapted from CEQA Guidelines APPENDIX G Environmental Checklist Form, Final Text, January 1, 2020

1.	**Project title:**	Rezone Application No. PLN2023-0093 U-Haul
2.	**Lead agency name and address:**	Stanislaus County 1010 10th Street, Suite 3400 Modesto, CA 95354
3.	**Contact person and phone number:**	Kristen Anaya, Senior Planner (209) 525-6330
4.	**Project location:**	4843 McHenry Avenue (State Route 108), between Kiernan Avenue (State Route 219) and Galaxy Way, in the Modesto area. APNs: 046-010-016 and 046-010-024
5.	**Project sponsor's name and address:**	Chris Trudell 255A Northgate Drive Manteca, CA 95336
6.	**General Plan designation:**	Planned Development Planned Industrial
7.	**Zoning:**	Planned Development (P-D) (254) General Agriculture (A-2-10)

8. Description of project:

This is a request to rezone two parcels totaling 8.57± acres from Planned Development (P-D) (254) and General Agriculture (A-2-10) to a new Planned Development in order to allow for development of a mini-storage and moving vehicle rental facility. P-D (254) was approved by the Board of Supervisors on April 10, 2001 to allow development of a mini-storage facility. The parcel never developed and the zoning expired; consequently, a new rezone application is required to now develop both project parcels with the proposed mini-storage facility. The project site is currently vacant, with the exception of a portion of Assessor's Parcel Number (APN) 046-010-016 which contains an existing dwelling, a detached two-car garage, and a 1.75± acre paved area utilized for vehicle display and sales associated with Robert's Auto Sales on the adjacent parcel APN 046-010-018, which has not been permitted by the County and will be abandoned as part of the proposed project.

The project proposes the construction of six structures overall:

1. One (1) 18,634± square-foot single-story building with a truck loading dock for storage of approximately 1,620 portable moving container rentals;

2. One (1) 126,352± square-foot four-story building (31,588± square-foot footprint), with 1,138 indoor self-storage units, a 2,483± square-foot ground-floor show room, and 1,460± square-foot retail sales area, and three vehicle unloading bays;

3. Three (3) 2,500± square-foot structures with 20 exterior-accessible mini storage units each; and

4. Six (6) 2,400± square-foot structures with 16 exterior-accessible mini storage units each.

The storage units within the four-story structure are indoor accessible only and will require customers to access the building via a card-swipe. No hazardous storage of flammables, chemicals or paints is proposed nor permitted per U-

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Haul policy. Additionally, the project proposes to pave the entire site and develop ten customer vehicle parking stalls and 15 parking stalls for display of a variety of rental vehicles. The applicant proposes to install a total of 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings. The balance of the asphalt area will be used for the storage of a mix of pick-up trucks, cargo vans, moving trucks ranging from 10-feet to 26-feet as well as trailers and towing equipment. A development standard requiring a parking management plan to be approved prior to operation has been applied. Construction is proposed to begin by April 2026 in one phase.

The facility proposes to be open seven days per week year-round with hours of operation consisting of 7:00 a.m. to 7:00 p.m. Monday through Thursday and Saturdays, 7:00 a.m. to 8:00 p.m. on Fridays, and 9:00 a.m. to 5:00 p.m. on Sundays. A maximum of 15 employees on a peak shift and ten employees on a minimum shift are proposed, with ten customers at peak times anticipated. Up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be 31 daily trips, and 53 daily weekend trips. Wall-mounted signage is proposed on the buildings. Light poles are proposed to be installed within the parking lot, and will be restricted to City of Modesto's standards including a maximum height of 15-foot.

The facility has an existing 35-foot-wide driveway onto Kiernan Avenue (State Route [SR] 219) but proposes to replace this access with a new driveway, 62-feet-wide, with exclusively right-in/right-out movements, along the SR-219 frontage. Additionally, the facility proposes to take access off McHenry Avenue (SR 108) via a single 40-foot-wide driveway. There are several existing easements on the property, including a 30-foot by 22-foot public utility easement and 25-foot-wide reciprocal access and well easement that are proposed to be relocated or vacated. There is an additional easement on APN 046-010-024 for the purposes of providing well, public utility access, and reciprocal access from the existing driveway on SR-219 to the adjoining parcels to the east, currently developed with a flooring sales business, gas station and a fast-food restaurant. This easement is proposed to be maintained to provide access between the adjoining developments but will need to be modified to address the relocated driveway. A 10-foot-wide Modesto Irrigation District (MID) irrigation easement runs along the northern and western property lines of the project site leading to a storm drainage basin at the southwest corner of APN 046-010-024. The applicant proposes to relocate the on-site basin further south onto APN 046-010-016 to handle stormwater runoff. The project will be required to connect to the City of Modesto for water service, and proposes to be served by an on-site wastewater treatment system but will be required to connect to City of Modesto's sewer lines at such a time that they become available for use. Additionally, the 126,352± square-foot structure is proposed to be located over the existing interior property lines between the project parcels. A lot line adjustment or merger will be required as a development standard to remove this conflict.

,

9. Surrounding land uses and setting: Light industrial warehouses and retail commercial uses, an apartment complex, a cardroom, vacant commercial parcels, and Kiernan Avenue (State Route 219) to the north; light industrial warehouses to the west; vacant commercial parcels and auto dealerships to the south; and a steel fabricator, orchard, and auto dealerships to the east.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): Caltrans
Stanislaus County Department of Public Works
Stanislaus County Department of Environmental Resources

11. Attachments:

I. Emissions Modeling and Health Risk Assessment (HRA) Prioritization prepared by Terracon, dated June 19, 2024.

II. Records search by the Central California Information Center Report, dated July 28, 2023.

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ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture & Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology / Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology / Water Quality	☐ Land Use / Planning	☐ Mineral Resources
☐ Noise	☐ Population / Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities / Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)
On the basis of this initial evaluation:

☒ **I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.**

☐ **I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.**

☐ **I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required**

☐ **I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.**

☐ **I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.**

Signature on file
Prepared by Kristen Anaya, Senior Planner

March 5, 2025
Date

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EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration.

Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

a) Earlier Analysis Used. Identify and state where they are available for review.

b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). References to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

a) the significant criteria or threshold, if any, used to evaluate each question; and

b) the mitigation measure identified, if any, to reduce the impact to less than significant.

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ISSUES

I. AESTHETICS – Except as provided in Public Resources Code Section 21099, could the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

Discussion: This request proposes to develop an 8.57± acre project site with a mini storage and moving vehicle rental facility consisting of 11 structures with a cumulative building footprint of 72,122± square feet, 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings, a storm drainage basin, and the remainder of the site is proposed to be asphalted to allow rental vehicle storage. The proposed buildings are all one-story structures, with the exception of a 4-story building with indoor-accessible mini storage units, consisting of a contemporary mixed-material façade incorporating metal, faux wood metal paneling, CMU blocks, with trellis elements. The project proposes building-mounted signage only. The site itself is not considered to be a scenic resource or unique scenic vista. The site is surrounded by light industrial warehouses and retail commercial uses, an apartment complex, a cardroom, vacant commercial parcels, and Kiernan Avenue (State Route 219) to the north; light industrial warehouses to the west; vacant commercial parcels and auto dealerships to the south; and a steel fabricator, orchard, and auto dealerships to the east. The construction materials and architecture style are similar to other structures and Planned Developments in the area. Light poles are proposed to be installed within the parking lot, and will be restricted to City of Modesto's standards including a maximum height of 15-foot. Neither the City of Modesto nor Stanislaus County Planning Department have design standards that conflict with the proposed design or overall height as proposed. There are no federal or local plans, policies, regulations, or laws pertaining to aesthetics applicable to the proposed project, with the exception of signage and landscaping, and parking lot design, which require City review and approval due to the project site being located within the City of Modesto's Local Agency Formation Commission (LAFCO)-adopted Sphere of Influence.

The site itself is not considered to be a scenic resource or unique scenic vista. The only scenic designation in the County is along Interstate 5 which is over 18 miles to the west and not within view. The proposed project is not anticipated to degrade the existing visual character or quality of the site or its surroundings. Development standards will be added to this project to require a photometric lighting plan, and require all lighting fixtures to be shielded and aimed downward to reduce potential for creation of a new source of glare or sky-glow affecting the day or nighttime views of the area. A development standard requiring that the site will be well-maintained in a clean fashion, free from litter or debris, will be added to the project, and a requirement that a parking plan be approved by the Department of Public Works and Planning and Community Development to maintain the neat and orderly parking and storage of rental vehicles to maintain safe interior site circulation will be added to the project.

With development standards in place, there are no adverse impacts to the existing visual character of the site or its surroundings are anticipated.

Mitigation: None.

References: Application information; Stanislaus County Zoning Ordinance; Stanislaus County General Plan and Support Documentation[1].

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II. AGRICULTURE AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X	
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?			X	
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			X	

Discussion: The two-parcel project site is 8.57± total acres in size, includes a 4.02± acre parcel (Assessor Parcel Number 046-010-016) that is presently zoned General Agriculture (A-2-10), and a 4.55± acre parcel (APN 046-010-024) that is zoned as an expired Planned Development (P-D) (254) which was permitted to allow a mini-storage facility. The project site is currently vacant, with the exception of a portion of Assessor's Parcel Number (APN) 046-010-016 which contains an existing dwelling, a detached two-car garage, and a 1.75± acre paved area which has been improved to illegally expand the existing vehicle sales business on the adjoining parcel, APN 046-010-018.

The project site is designated as Vacant or Disturbed Land and Urban and Built-Up Land by the California State Department of Conservation Farmland Mapping and Monitoring Program. The Natural Resources Conservation Service Soil Survey identifies the site as being comprised entirely of Tujunga loamy sand, 0 to 3 percent slopes (TuA), with a California Revised Storie Index rating of Grade 2, which is considered to be prime soil; however, Objective 2.2 of Goal Two of the Agricultural Element specifies that non-agricultural urban development should be directed away from the "most productive agricultural areas" unless it can be shown that the character of the use is such that the land may reasonably be returned to agricultural use in the future. The Agricultural Element provides that in determining "most productive agricultural area," factors to be considered include but are not limited to soil types and potential for agricultural production; and availability of irrigation water; ownership and parcelization patterns; uniqueness and flexibility of use; the existence of Williamson Act contracts; existing uses and their contributions to the agricultural sector of the economy. "Most productive agricultural area" does not include any land within Local Agency Formation Commission's (LAFCO)-approved spheres of influence (SOI) of cities or community services districts and sanitary districts serving unincorporated communities. In this case, although the soils are prime, the

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project site is not located in the County's most productive agricultural areas due to the makeup of the surrounding area and being in the City of Modesto's LAFCO-adopted SOI. The County's adopted Uniform Rules for Agricultural Preserves maintained under Williamson Act Contracts identifies 10 acres of prime agricultural land as the minimum size presumed large enough to sustain a viable agricultural operation. The project site is not enrolled in a Williamson Act Contract; and the 4.02± acre portion of the project site which is presently zoned General Agriculture would not be eligible for entry into a Williamson Act Contract. Per the applicant's information and aerial imagery, the subject project site has not been farmed for at least 20 years, nor does the parcel currently receive irrigation water from Modesto Irrigation District (MID). The project was referred to MID who requested that an existing abandoned-in-place irrigation pipeline be removed from the project site during project development. Further, the site's location and present surroundings, which consist of urbanized development in all directions, would not be suitable for farming practices. The project site is located within the City of Modesto's Local Agency Formation Commission's (LAFCO) adopted Sphere of Influence and designated for commercial development in accordance with the project site's Planned Development and Planned Industrial General Plan designations. Although the project site's soils are considered prime, the lack of irrigation ability, makeup and commercial, urbanized character of the surrounding area, and size of the project site are not suitable for agricultural use. Further, amending the zoning designation of the two project parcels to allow for development consistent with the existing General Plan designations would not constitute conversion of agricultural land.

The nearest parcel in agricultural production is a 48± acre parcel located over 800± feet and three parcels to the east across McHenry Avenue (State Route 108), and the nearest contracted parcel in production agriculture is located approximately 0.75± miles to the northeast across both SR-108 and SR-219; however, being that there is existing urban development on the intervening parcels, there is no likelihood the proposed project will impact agricultural practices on adjacent agricultural parcels in the area. The project will have no impact to forest land or timberland. The project is an agricultural use and does not appear to conflict with any agricultural activities in the area and/or lands enrolled in the Williamson Act. Based on the specific features and design of this project, it does not appear this project will impact the long-term productive agricultural capability of surrounding contracted lands in the A-2 zoning district. There is no indication this project will result in the removal of adjacent contracted land from agricultural use.

Mitigation: None.

References: Application information; Natural Resources Conservation Service Soil Survey; Stanislaus Soil Survey (1957); Referral response from the Modesto Irrigation District, dated October 30, 2023; California State Department of Conservation Farmland Mapping and Monitoring Program - Stanislaus County Farmland 2018; Stanislaus County General Plan and Support Documentation[1].

III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. -- Would the project:	**Potentially Significant Impact**	**Less Than Significant With Mitigation Included**	**Less Than Significant Impact**	**No Impact**
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those odors adversely affecting a substantial number of people?			X	

Discussion: The proposed project is located within the San Joaquin Valley Air Basin (SJVAB) and, therefore, falls under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). In conjunction with the Stanislaus Council of Governments (StanCOG), the SJVAPCD is responsible for formulating and implementing air pollution control strategies. The SJVAPCD's most recent air quality plans are the 2007 PM10 (respirable particulate matter) Maintenance Plan, the 2008 PM2.5 (fine particulate matter) Plan, and the 2007 Ozone Plan. These plans establish a comprehensive air pollution control program leading to the attainment of state and federal air quality standards in the SJVAB, which has been classified as "extreme non-attainment" for ozone, "attainment" for respirable particulate matter (PM-10), and "non-attainment" for PM 2.5, as defined by the Federal Clean Air Act.

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This request proposes to develop an 8.57± acre project site with a mini storage and moving vehicle rental facility consisting of 11 structures with a cumulative building footprint of 72,122± square feet, 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings, a storm drainage basin, and the remainder of the site is proposed to be asphalted to allow rental vehicle storage.

Grading and construction activities associated with the new development can temporarily increase localized PM10, PM2.5, volatile organic compound (VOC), nitrogen oxides (NOX), sulfur oxides (SOX), and carbon monoxide (CO) concentrations within a project's vicinity. The primary source of construction-related CO, SOX, VOC, and NOX emission is gasoline and diesel-powered, heavy-duty mobile construction equipment. Primary sources of PM10 and PM2.5 emissions are generally clearing and demolition activities, grading operations, construction vehicle traffic on unpaved ground, and wind blowing over exposed surfaces. Any construction will be required to occur in compliance with all SJVAPCD regulations.

The primary source of air pollutants generated by this project would be classified as being generated from "mobile" sources. Mobile sources would generally include dust from roads, farming, and automobile exhausts. Mobile sources are generally regulated by the Air Resources Board of the California EPA which sets emissions for vehicles and acts on issues regarding cleaner burning fuels and alternative fuel technologies. As such, the SJVAPCD has addressed most criteria air pollutants through basin wide programs and policies to prevent cumulative deterioration of air quality within the SJVAB.

The facility proposes to be open seven days per week year-round with hours of operation consisting of 7:00 a.m. to 7:00 p.m. Monday through Thursday and Saturdays, 7:00 a.m. to 8:00 p.m. on Fridays, and 9:00 a.m. to 5:00 p.m. on Sundays. A maximum of 15 employees on a peak shift and ten employees on a minimum shift are proposed, with ten customers at peak times anticipated. Up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be 31 daily trips, and 53 daily weekend trips.

A comment was received from SJVAPCD in response to the Early Consultation prepared for the proposed project indicating that construction and operation-related emissions for the project are not expected to exceed any of the significance thresholds as identified in the SJVAPCD's Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), including: 100 tons per-year of carbon monoxide (CO), ten tons per-year of oxides of nitrogen (NOx), ten tons per-year of reactive organic gases (ROG), 27 tons per-year of oxides of sulfur (SOx), 15 tons per-year of particulate matter of ten microns or less in size (PM10), or 15 tons per-year of particulate matter of 2.5 microns or less in size (PM2.5); however, the District indicated that emissions generated by the proposed project should be studied further via a California Emission Estimator Model (CalEEMod) analysis, and that in order to determine potential health impacts on surrounding receptors (such as residences, hospitals, day-care facilities, etc.) a Prioritization (screening-level assessment) and/or Health Risk Assessment (HRA) should be performed for the project. To evaluate the project's health related impacts. Additionally, the District requested that an Ambient Air Quality Analysis (AAQA) be included if emissions of any pollutant exceeds 100 pounds per-day. The project may be subject to the following District Rules: Rules 2010 and 2201 (Air Quality Permitting for Stationary Sources), Rule 4002 (National Emissions Standards for Hazardous Air Pollutants), Regulation VIII (Fugitive PM10 Prohibitions), Rule 4102 Nuisance, Rules 4601 Architectural Coatings, 4641 Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations, Rule 4550 (Conservation Management Practices), and Rule 4570 (Confined Animal Facilities). Additionally, the Air District has stated the project is subject to District Rule 9510. A development standard will be placed on the project requiring that the applicant be in compliance with the District's rules and regulations prior to issuance of a building, grading, or demolition permit.

A memorandum, *Emissions Modeling and Health Risk Assessment (HRA) Prioritization* dated June 19, 2024, was completed by Terracon, to quantify the amount of air pollutants per-day resulting from mobile and stationary sources associated with both construction and operations, and to study health related impacts of the proposed project. Impacts associated with the construction and operation of the proposed project was done using the California Emissions Estimator Model (CalEEMod) and California Air Pollution Control Officer's Association (CAPCOA) methodology. The CalEEMod evaluated the project with both exclusive outdoor storage and with construction of the proposed 150,000 square-foot warehouse, assuming the default trip rates as outlined by the applicable California Statewide travel Demand Model (CASDM) and Metropolitan Planning Organization/Regional Transportation Planning Agency (MPO/RTPA) default trip distances for the San Joaquin Valley Air Basin, and Institute of Traffic Engineers (ITE) default trip rates, that no soil will be imported or exported from the project site. The analysis found that expected criteria pollutant emissions resulting from the project will be less than the thresholds of 100 pounds per-day for ROG, CO, SO2, NOx, PM10, and PM2.5. A Prioritization evaluation was conducted for the facility to calculate a prioritization score for each toxic air contaminant (TAC) and examine the health risk and emission impacts from project operations, including non-carcinogenic acute health risk, non-carcinogenic chronic health risk, and carcinogenic/cancer score. The primary TAC of concern is diesel particulate matter, which is a byproduct of diesel engine combustion. The Prioritization score for the project resulted in a cancer risk, chronic non-cancer

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risk, and acute non-cancer risk of less than 1, which falls under the threshold for health risk to sensitive receptors. The Air District reviewed this analysis and concurred with the findings.

As required by CEQA Guidelines Section 15064.3, potential impacts regarding Air Quality should be evaluated using Vehicle Miles Traveled (VMT). Stanislaus County has currently not adopted any significance thresholds for VMT, and projects are treated on a case-by-case basis for evaluation under CEQA. However, the State of California - Office of Planning and Research (OPR) has issued guidelines regarding VMT significance under CEQA. One of the guidelines, presented in the December 2018 document Technical Advisory on Evaluating Transportation Impacts in CEQA, identifies projects and areas presumed to have a less than significant, which includes, absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per-day as generally assumed to cause a less-than significant transportation impact. As mentioned, the project is anticipated to generate up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be four truck trips, 31 daily passenger vehicle trips, and 53 daily weekend passenger vehicle trips, which falls under the screening threshold for VMT.

The proposed project is considered to be consistent with all applicable air quality plans. The proposed project would not conflict with applicable regional plans or policies adopted by agencies with jurisdiction over the project and would be considered to have a less-than significant impact to air quality.

Mitigation: None.

References: Application information; Emissions Modeling and Health Risk Assessment (HRA) Prioritization prepared by Terracon, dated June 19, 2024; San Joaquin Valley Air Pollution Control District - Regulation VIII Fugitive Dust/PM-10 Synopsis; www.valleyair.org; Governor's Office of Planning and Research Technical Advisory, December 2018; Joaquin Valley Air Pollution Control District's Small Project Analysis Level (SPAL) Guidance, November 13, 2020; Referral response from the San Joaquin Valley Air Pollution Control District, dated October 26, 2023; Stanislaus County General Plan and Support Documentation[1].

IV. BIOLOGICAL RESOURCES -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			**X**	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			**X**	
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			**X**	
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			**X**	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			**X**	

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f)	**Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**			**X**	

Discussion: It does not appear this project will result in impacts to endangered species or habitats, locally designated species, or wildlife dispersal or mitigation corridors. There is no known or documented sensitive or protected species or natural community located on the site. The project is located within the Riverbank Quad of the United States Geological Survey 7.5-minute quadrangle maps. According to the California Natural Diversity Database (CNDDB) Quad Species List, there are nine animal or botanical species which are state or federally listed as endangered or threatened, or proposed threatened species, that have been recorded to either occur or have occurred within the Quad. These species include: Swainson's hawk, vernal pool fairy shrimp, vernal pool tadpole shrimp, green sturgeon, steelhead, chinook salmon (spring and fall-run), Crotchs bumble bee, valley elderberry longhorn beetle.

This request proposes to develop an 8.57± acre project site with a mini storage and moving vehicle rental facility consisting of 11 structures with a cumulative building footprint of 72,122± square feet, 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings, a storm drainage basin, and the remainder of the site is proposed to be asphalted to allow rental vehicle storage. The project site is presently vacant with the exception of an existing stormwater drainage basin, an existing dwelling, a detached two-car garage, and a 1.75± acre paved area used for the unpermitted expansion of a vehicle sales area associated with Robert's Auto Sales on the adjacent parcel on APN 046-010-018. The project site represents infill development, and is surrounded by light industrial warehouses and retail commercial uses, an apartment complex, a cardroom, vacant commercial parcels, and Kiernan Avenue (State Route 219) to the north; light industrial warehouses to the west; vacant commercial parcels and auto dealerships to the south; and a steel fabricator, orchard, and auto dealerships to the east.

Neither the site nor surrounding area contains nor is adjacent to aquatic resources such as vernal pools, rivers, tributaries, creeks, lakes, or wetlands which makes the presence of any of the identified special status fish or crustacean species unlikely to occur on-site. Due to the site's surrounding area being disturbed with construction, demolition, and commercial activities, the occurrences of the listed animal, insect, or bird species are unlikely to occur, nor is the site characteristic of any substantial foraging habitat.

The project will not conflict with a Habitat Conservation Plan, a Natural Community Conservation Plan, or other locally approved conservation plans. Impacts to endangered species or habitats, locally designated species, or wildlife dispersal or mitigation corridors is considered to be less than significant.

An Early Consultation was referred to the California Department of Fish and Wildlife (formerly the Department of Fish and Game) and no response was received.

Impacts to biological resources are considered to be less than significant.

Mitigation: None.

References: Application information; California Department of Fish and Wildlife's Natural Diversity Database Quad Species List; Stanislaus County General Plan and Support Documentation[1].

V. CULTURAL RESOURCES -- Would the project:	**Potentially Significant Impact**	**Less Than Significant With Mitigation Included**	**Less Than Significant Impact**	**No Impact**
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?			**X**	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?			**X**	
c) Disturb any human remains, including those interred outside of formal cemeteries?			**X**	

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Discussion: As this project does not include a request for a General Plan Amendment, it was not subject to tribal consultation in accordance with SB 18 or AB 52 requirements, as Stanislaus County has not received any requests for consultation from the tribes listed with the NAHC. A records search conducted by the Central California Information Center (CCIC) indicated that there are no historical, cultural, or archeological resources recorded on-site and that the site has a low sensitivity for the discovery of such resources. A development standard will be added to the project which requires if any cultural or tribal resources are discovered during project-related activities, all work is to stop, and the lead agency and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find. Cultural Impacts are considered to be less-than significant.

Light industrial warehouses and retail commercial uses, an apartment complex, a cardroom, vacant commercial parcels, and Kiernan Avenue (State Route 219) to the north; light industrial warehouses to the west; vacant commercial parcels and auto dealerships to the south; and a steel fabricator, orchard, and auto dealerships to the east.

Mitigation: None.

References: Records search by the Central California Information Center Report, dated July 28, 2023; Stanislaus County General Plan and Support Documentation[1].

VI. ENERGY -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) **Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?**			X	
b) **Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?**			X	

Discussion: The CEQA Guidelines Appendix F states that energy consuming equipment and processes, which will be used during construction or operation such as: energy requirements of the project by fuel type and end use, energy conservation equipment and design features, energy supplies that would serve the project, total estimated daily vehicle trips to be generated by the project, and the additional energy consumed per trip by mode shall be taken into consideration when evaluating energy impacts. Additionally, the project's compliance with applicable state or local energy legislation, policies, and standards must be considered.

The project proposes demolition, grading, and construction activities in order to develop an 8.57± acre project site with a mini storage and moving vehicle rental facility consisting of 11 structures with a cumulative building footprint of 72,122± square feet, 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings, a storm drainage basin, and the remainder of the site is proposed to be asphalted to allow rental vehicle storage.

The facility proposes to be open seven days per week year-round with hours of operation consisting of 7:00 a.m. to 7:00 p.m. Monday through Thursday and Saturdays, 7:00 a.m. to 8:00 p.m. on Fridays, and 9:00 a.m. to 5:00 p.m. on Sundays. A maximum of 15 employees on a peak shift and 10 employees on a minimum shift are proposed, with ten customers at peak times anticipated. Up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be 31 daily trips, and 53 daily weekend trips.

Any future construction must meet California Green Building Standards Code (CALGreen Code), which includes mandatory provisions applicable to all new residential, commercial, and school buildings. The intent of the CALGreen Code is to establish minimum statewide standards to significantly reduce the greenhouse gas emissions from new construction. The Code includes provisions to reduce water use, wastewater generation, and solid waste generation, as well as requirements for bicycle parking and designated parking for fuel-efficient and carpool/vanpool vehicles in commercial development. It is the intent of the CALGreen Code that buildings constructed pursuant to the Code achieve at least a 15 percent reduction in energy usage when compared to the State's mandatory energy efficiency standards contained in Title 24. The Code also sets limits on VOCs (volatile organic compounds) and formaldehyde content of various building materials, architectural coatings, and adhesives. A development standard will be placed on the project requiring all construction activities be in

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compliance with all SJVAPCD regulations and with Title 24, Green Building Code, which includes energy efficiency requirements.

A comment was received from SJVAPCD in response to the Early Consultation prepared for the proposed project indicating that construction and operation-related emissions for the project are not expected to exceed any of the significance thresholds as identified in the SJVAPCD's Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), including: 100 tons per-year of carbon monoxide (CO), ten tons per-year of oxides of nitrogen (NOx), ten tons per-year of reactive organic gases (ROG), 27 tons per-year of oxides of sulfur (SOx), 15 tons per-year of particulate matter of ten microns or less in size (PM10), or 15 tons per-year of particulate matter of 2.5 microns or less in size (PM2.5); however, the District indicated that the project may be subject to the following District Rules: Rules 2010 and 2201 (Air Quality Permitting for Stationary Sources), Rule 4002 (National Emissions Standards for Hazardous Air Pollutants), Regulation VIII (Fugitive PM10 Prohibitions), Rule 4102 Nuisance, Rules 4601 Architectural Coatings, 4641 Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations, Rule 4550 (Conservation Management Practices), and Rule 4570 (Confined Animal Facilities). Further, they recommended that emissions generated by the proposed project should be studied further via a California Emission Estimator Model (CalEEMod) analysis, and that in order to determine potential health impacts on surrounding receptors (such as residences, hospitals, day-care facilities, etc.) a Prioritization (screening-level assessment) and/or Health Risk Assessment (HRA) should be performed for the project. Potential toxic air contaminants resulting from the project would be caused by mobile emissions created by truck trips and idling. As mentioned in Section III – *Air Quality* of this Initial Study, a memorandum, *Emissions Modeling and Health Risk Assessment (HRA) Prioritization* dated June 19, 2024, was completed by Terracon, to quantify the amount of air pollutants per-day resulting from mobile and stationary sources associated with both construction and operations, and to study health related impacts resulting from toxic air contaminants generated by the proposed project. The memo found that the project would not exceed significance thresholds for impacts on ambient air quality or health risk.

The project site is in the service boundary of Modesto Irrigation District (MID) who responded to the project indicating that an existing abandoned-in-place irrigation pipeline be removed from the project site during project development, requested easements remain in place to protect existing high voltage electrical overhead infrastructure within and adjacent to the project area, and requested that any relocation or installation of electrical facilities conform to MID's Electric Service Rules, as required by the Electrical Engineering Department. These comments will be added to the project as Development Standards.

Additionally, Senate Bill 743 (SB743) requires that the transportation impacts under the California Environmental Quality Act (CEQA) evaluate impacts by using Vehicle Miles Traveled (VMT) as a metric. Stanislaus County has currently not adopted any significance thresholds for VMT, and projects are treated on a case-by-case basis for evaluation under CEQA. However, the State of California - Office of Planning and Research (OPR) has issued guidelines regarding VMT significance under CEQA. One of the guidelines, presented in the December 2018 document Technical Advisory on Evaluating Transportation Impacts in CEQA, identifies projects and areas presumed to have a less than significant, which includes, absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per-day as generally assumed to cause a less-than significant transportation impact. As mentioned, the project is anticipated to generate 31 daily trips, and 53 daily weekend trips, and up to four truck deliveries/loadings. Accordingly, VMT impacts are anticipated to be less than significant.

The project will be required to meet all applicable Air District standards and to obtain all applicable Air District permits. The proposed project would be consistent with all applicable renewable energy or energy efficiency requirements. Impacts related to Energy are considered to be less-than significant.

Mitigation: None.

References: Application information; Emissions Modeling and Health Risk Assessment (HRA) Prioritization prepared by Terracon, dated June 19, 2024; San Joaquin Valley Air Pollution Control District - Regulation VIII Fugitive Dust/PM-10 Synopsis; www.valleyair.org; Governor's Office of Planning and Research Technical Advisory, December 2018; Joaquin Valley Air Pollution Control District's Small Project Analysis Level (SPAL) Guidance, November 13, 2020; Referral response from the Modesto Irrigation District, dated October 30, 2023; Referral response from the San Joaquin Valley Air Pollution Control District, dated October 26, 2023; Emissions Modeling and Health Risk Assessment (HRA) Prioritization prepared by Terracon, dated June 19, 2024; and the Stanislaus County General Plan and Support Documentation[1]

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VII. GEOLOGY AND SOILS -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			X	
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

Discussion: The USDA Natural Resources Conservation Service's Eastern Stanislaus County Soil Survey indicates that the property is comprised entirely of Tujunga loamy sand, 0 to 3 percent slopes (TuA). As contained in Chapter 5 of the General Plan Support Documentation, the areas of the County subject to significant geologic hazard are located in the Diablo Range, west of Interstate 5; however, as per the California Building Code, all of Stanislaus County is located within a geologic hazard zone (Seismic Design Category D, E, or F) and a soils test may be required at building permit application. Results from the soils test will determine if unstable or expansive soils are present. If such soils are present, special engineering of the structure will be required to compensate for the soil deficiency. Any structures resulting from this project will be designed and built according to building standards appropriate to withstand shaking for the area in which they are constructed. An early consultation referral response received from the Department of Public Works indicated that a grading, drainage, and erosion/sediment control plan for the project will be required, subject to Public Works review and Standards and Specifications. Likewise, any addition or expansion of a septic tank or alternative waste water disposal system will require the approval of the Department of Environmental Resources (DER) through the building permit process, which also takes soil type into consideration within the specific design requirements.

The project proposes demolition, grading, and construction activities in order to develop an 8.57± acre project site with a mini storage and moving vehicle rental facility consisting of 11 structures with a cumulative building footprint of 72,122± square feet, 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings, a storm drainage basin, and the remainder of the site is proposed to be asphalted to allow rental vehicle storage.

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The project site is located within City of Modesto's service boundary for sewer and water and has requested a will-serve from the City of Modesto for water service, and proposes to utilize an on-site wastewater treatment system (OWTS) due to the unavailability of a sewer main connection. A will-serve letter and all necessary water or sewer connection fees to be paid prior to connection. All requirements, including Local Agency Management Plan (LAMP) standards and Measure X requirements for the proposed OWTS will be required to be met at the time a building permit is applied for. These requirements will be added to the project as development standards.

It does not appear that this project will result in significant impacts to any paleontological resources or unique geologic features. Development standards applicable to development of the parcels regarding the discovery of such resources during the construction process will be added to the project. The project site is not located near an active fault or within a high earthquake zone. Landslides are not likely due to the flat terrain of the area. Impacts related to geology and soils are considered to be less than significant.

The project site is not located near an active fault or within a high earthquake zone. Any future structures will be designed and built according to building standards appropriate to withstand shaking for the area in which they are constructed. Landslides are not likely due to the flat terrain of the area. DER, Public Works, and the Building Permits Division review and approve any building or grading permit to ensure their standards are met.

Mitigation: None.

References: Application information; Referral response from the Department of Environmental Resources (DER), dated October 27, 2023; Referral response from the City of Modesto Utilities Department, dated October 30, 2023; Referral response from the Stanislaus County Department of Public Works dated January 24, 2025; Stanislaus County General Plan and Support Documentation[1].

VIII. GREENHOUSE GAS EMISSIONS -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) **Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**			X	
b) **Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?**			X	

Discussion: The principal Greenhouse Gasses (GHGs) are carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), sulfur hexafluoride (SF6), perfluorocarbons (PFCs), hydrofluorocarbons (HFCs), and water vapor (H2O). CO2 is the reference gas for climate change because it is the predominant greenhouse gas emitted. To account for the varying warming potentials of different GHGs, GHG emissions are often quantified and reported as CO2 equivalents (CO2e). In 2006, California passed the California Global Warming Solutions Act of 2006 (Assembly Bill [AB] No. 32), which requires the California Air Resources Board (ARB) design and implement emission limits, regulations, and other measures, such that feasible and cost-effective statewide GHG emissions are reduced to 1990 levels by 2020. Two additional bills, SB 350 and SB32, were passed in 2015 further amending the states Renewables Portfolio Standard (RPS) for electrical generation and amending the reduction targets to 40 percent of 1990 levels by 2030.

The project proposes demolition, grading, and construction activities in order to develop an 8.57± acre project site with a mini storage and moving vehicle rental facility consisting of 11 structures with a cumulative building footprint of 72,122± square feet, 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings, a storm drainage basin, and the remainder of the site is proposed to be asphalted to allow rental vehicle storage.

The facility proposes to be open seven days per week year-round with hours of operation consisting of 7:00 a.m. to 7:00 p.m. Monday through Thursday and Saturdays, 7:00 a.m. to 8:00 p.m. on Fridays, and 9:00 a.m. to 5:00 p.m. on Sundays. A maximum of 15 employees on a peak shift and ten employees on a minimum shift are proposed, with ten customers at peak times anticipated. Up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be 31 daily trips, and 53 daily weekend trips.

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As required by CEQA Guidelines Section 15064.3, potential impacts regarding Green House Gas Emissions should be evaluated using Vehicle Miles Traveled (VMT). The calculation of VMT is the number of cars/trucks multiplied by the distance traveled by each car/truck. Stanislaus County has currently not adopted any significance thresholds for VMT, and projects are treated on a case-by-case basis for evaluation under CEQA. However, the State of California - Office of Planning and Research (OPR) has issued guidelines regarding VMT significance under CEQA. One of the guidelines, presented in the December 2018 document Technical Advisory on Evaluating Transportation Impacts in CEQA, identifies projects and areas presumed to have a less than significant, which includes, absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per-day as generally assumed to cause a less-than significant transportation impact. As mentioned, the project is anticipated to generate 31 daily trips, and 53 daily weekend trips and up to four truck deliveries/loadings per-day, Accordingly, VMT impacts are anticipated to be less than significant.

A comment was received from SJVAPCD in response to the Early Consultation prepared for the proposed project indicating that construction and operation-related emissions for the project are not expected to exceed any of the significance thresholds as identified in the SJVAPCD's Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), including: 100 tons per-year of carbon monoxide (CO), ten tons per-year of oxides of nitrogen (NOx), ten tons per-year of reactive organic gases (ROG), 27 tons per-year of oxides of sulfur (SOx), 15 tons per-year of particulate matter of ten microns or less in size (PM10), or 15 tons per-year of particulate matter of 2.5 microns or less in size (PM2.5); however, the District indicated that the project may be subject to the following District Rules: Rules 2010 and 2201 (Air Quality Permitting for Stationary Sources), Rule 4002 (National Emissions Standards for Hazardous Air Pollutants), Regulation VIII (Fugitive PM10 Prohibitions), Rule 4102 Nuisance, Rules 4601 Architectural Coatings, 4641 Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations, Rule 4550 (Conservation Management Practices), and Rule 4570 (Confined Animal Facilities). Further, they recommended that emissions generated by the proposed project should be studied further via a California Emission Estimator Model (CalEEMod) analysis, and that in order to determine potential health impacts on surrounding receptors (such as residences, hospitals, day-care facilities, etc.) a Prioritization (screening-level assessment) and/or Health Risk Assessment (HRA) should be performed for the project. Potential toxic air contaminants resulting from the project would be caused by mobile emissions created by truck trips and idling. The project will include the addition of 30-60 truck trips per-day. As mentioned in Section III – Air Quality of this Initial Study, a memorandum, *Emissions Modeling and Health Risk Assessment (HRA) Prioritization* dated June 19, 2024, was completed by Terracon, to quantify the amount of air pollutants per-day resulting from mobile and stationary sources associated with both construction and operations, and to study health related impacts resulting from toxic air contaminants generated by the proposed project. The memo found that the project would not exceed significance thresholds for impacts on ambient air quality or health risk. A development standard will be placed on the project requiring that the applicant be in compliance with the District's rules and regulations prior to issuance of a building, grading, or demolition permit.

A development standard requiring the applicant to comply with all appropriate SJVAPCD rules and regulations and California Green Building Code will be incorporated into the project. Consequently, GHG emissions associated with this project are considered to be less than significant.

Mitigation: None.

References: Application information; Referral response from the San Joaquin Valley Air Pollution Control District, dated October 26, 2023; Emissions Modeling and Health Risk Assessment (HRA) Prioritization prepared by Terracon, dated June 19, 2024; Stanislaus County General Plan and Support Documentation[1].

IX. HAZARDS AND HAZARDOUS MATERIALS -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	

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c)	**Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**			X	
d)	**Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**			X	
e)	**For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?**			X	
f)	**Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**			X	
g)	**Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?**			X	

Discussion: The Stanislaus County Department of Environmental Resources (DER) is responsible for overseeing hazardous materials. A referral response from the Hazardous Materials Division of DER indicated the project is not expected to have a significant effect on the environment, and is requiring the developer conduct a Phase I or Phase II study prior to the issuance of a grading permit to determine if organic pesticides or metals exist on the project site. The Hazardous Materials Division requested that they be contacted should any underground storage tanks, buried chemicals, buried refuse, or contaminated soil be discovered during grading or construction. These comments will be reflected through the application of development standards. The proposed use is not recognized as a generator and/or consumer of hazardous materials, therefore, no significant impacts associated with hazards or hazardous materials are anticipated to occur as a result of the proposed project. However, in the event that the proposed storage facility becomes a regulated facility in the future, the operator will be required to fill out a Hazardous Materials Business Plan, including registration and reporting to the California Environmental Reporting System (CERS).

The project site is not listed on the EnviroStor database managed by the CA Department of Toxic Substances Control or within the vicinity of any airport. The site is located in a Local Responsibility Area (LRA) for fire protection and is served by Salida Fire Protection District. The project was referred to the Salida Fire Protection District who responded requesting the project pay Fire Service Impact Mitigation Fees, provision of on-site water for fire protection, serviceable fire vehicle access, a Rapid Entry System (Knox Box) for gated areas and limited access points, and 2½- inch hose connections in each stairwell of a three- or more story building. These requirements will be added as development standards to the project.

The project site is not within the vicinity of any wildlands or airports.

Mitigation: None.

References: Application information; Referral response from the Salida Fire Protection District, dated October 23, 2023; Referral response from the Department of Environmental Resources (DER) Hazardous Materials Division, dated October 27, 2023; Stanislaus County General Plan and Support Documentation[1].

X. HYDROLOGY AND WATER QUALITY -- Would the project:		**Potentially Significant Impact**	**Less Than Significant With Mitigation Included**	**Less Than Significant Impact**	**No Impact**
a)	**Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?**			X	

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b)	**Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?**			X	
c)	**Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:**			X	
	i) result in substantial erosion or siltation on- or off-site;			X	
	ii) substantially increase the rate of amount of surface runoff in a manner which would result in flooding on- or off-site.			X	
	iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			X	
	iv) impede or redirect flood flows?			X	
d)	**In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?**			X	
e)	**Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?**			X	

Discussion: Areas subject to flooding have been identified in accordance with the Federal Emergency Management Act (FEMA). The project site is located in FEMA Flood Zone X, which includes areas determined to be outside the 0.2 percent annual chance floodplains. The project site is proposed to be paved, with an on-site positive storm drainage basin (storage, percolation, and treatment) installed at the northeast section of the project site.

The project proposes to maintain all stormwater on-site via stormwater drainage basins. A referral response received from Stanislaus County Department of Public Works requested a grading plan be submitted, in accordance with all Standards and Specifications.

The project proposes to develop an 8.57± acre project site with a mini storage and moving vehicle rental facility consisting of 11 structures with a cumulative building footprint of 72,122± square feet, 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings, a storm drainage basin, and the remainder of the site is proposed to be asphalted to allow rental vehicle storage.

The project site is located within City of Modesto's service boundary for sewer and water and the applicant has requested a will-serve from the City of Modesto for water service. A will-serve letter and all necessary water or sewer connection fees to be paid prior to connection. These requirements will be added to the project as development standards.

At such a time that the City of Modesto sewer main becomes available for connection, a development standard will be added requiring the project to connect. In the meantime, the project proposes to utilize an on-site wastewater treatment system (OWTS). The project was referred to the Department of Environmental Resources (DER) Environmental Health Division who did not respond; however, all requirements, including Local Agency Management Plan (LAMP) standards and Measure X requirements for the proposed OWTS will be required to be met at the time a building permit is applied for. The project was also referred to DER Groundwater Divisions and that there was no comment regarding groundwater.

The Sustainable Groundwater Management Act (SGMA) was passed in 2014 with the goal of ensuring the long-term sustainable management of California's groundwater resources. SGMA requires agencies throughout California to meet certain requirements including forming Groundwater Sustainability Agencies (GSA), developing Groundwater Sustainability Plans (GSP), and achieving balanced groundwater levels within 20 years. The site is located in the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) GSA, which manages the Modesto Subbasins. A revised Groundwater Sustainability Plan has been submitted to the California Department of Water Resources (DWR) and is currently going through the review process.

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The project was referred to the Central Valley Regional Water Quality Control Board (CVRWQCB) who did not respond to the project; however, a standard development standard requiring the applicant to coordinate with their agency to determine if any permits or Water Board requirements be obtained/met prior to operation will be added to the project.

The project site is in the service boundary of Modesto Irrigation District (MID) who responded to the project indicating that an existing abandoned-in-place irrigation pipeline be removed from the project site during project development, requested easements remain in place to protect existing high voltage electrical overhead infrastructure within and adjacent to the project area, and requested that any relocation or installation of electrical facilities conform to MID's Electric Service Rules, as required by the Electrical Engineering Department. These comments will be added to the project as Development Standards.

As a result of the project details, impacts associated with drainage, water quality, and runoff are expected to have a less than significant impact.

Mitigation: None.

References: Application information; Referral response from the Department of Environmental Resources (DER), dated October 27, 2023; Referral response from the City of Modesto Utilities Department, dated October 30, 2023; Referral response from the Stanislaus County Department of Public Works dated January 24, 2025; Referral response from the Modesto Irrigation District, dated October 30, 2023; Stanislaus County General Plan and Support Documentation[1].

XI. LAND USE AND PLANNING -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) **Physically divide an established community?**			X	
b) **Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?**			X	

Discussion: This is a request to rezone two parcels totaling 8.57± acres from Planned Development (P-D) (254) and General Agriculture (A-2-10) to a new Planned Development in order to allow for development of a mini-storage and moving vehicle rental facility consisting of 11 structures with a cumulative building footprint of 72,122± square feet, 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings, a storm drainage basin, and the remainder of the site is proposed to be asphalted to allow rental vehicle storage. The project parcels have General Plan designations of Planned Development and Planned Industrial, respectively. The proposed buildings are all one-story structures, with the exception of a 4-story building with indoor-accessible mini storage units, consisting of a contemporary mixed-material façade incorporating metal, faux wood metal paneling, CMU blocks, with trellis elements. The project proposes building-mounted signage only. The project site is currently vacant, with the exception of a portion of Assessor's Parcel Number (APN) 046-010-016 which contains an existing dwelling, a detached two-car garage, and a 1.75± acre paved area utilized for unpermitted expansion of a vehicle display and sales associated with Robert's Auto Sales on the adjacent parcel APN 046-010-018, which has not been permitted by the County and will be abandoned as part of the proposed project.

As discussed in Section II - *Agriculture and Forest Resources*, the project site is not located on the County's most productive agricultural areas of the County due to the makeup of the surrounding area and being within the LAFCO-adopted Sphere of Influence (SOI) of the City of Modesto. The project is surrounded by existing light industrial warehouses and retail commercial uses, an apartment complex, a cardroom, vacant commercial parcels, and Kiernan Avenue (State Route 219) to the north; light industrial warehouses to the west; vacant commercial parcels and auto dealerships to the south; and a steel fabricator, orchard, and auto dealerships to the east. The project site is contiguous to existing commercial properties and if approved, will not impede other parcels' access to County-maintained roadways and circulation systems. Additionally, the proposed land use is contiguous with existing land use patterns. Accordingly, the proposed use is not considered as physically dividing an established community.

The facility proposes to be open seven days per week year-round with hours of operation consisting of 7:00 a.m. to 7:00 p.m. Monday through Thursday and Saturdays, 7:00 a.m. to 8:00 p.m. on Fridays, and 9:00 a.m. to 5:00 p.m. on Sundays. A maximum of 15 employees on a peak shift and ten employees on a minimum shift are proposed, with ten customers at

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peak times anticipated. Up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be 31 daily trips, and 53 daily weekend trips.

To approve a Rezone, the Planning Commission must find that it is consistent with the General Plan. Pursuant to the General Plan, the Planned Development designation is intended for land which, because of demonstrably unique characteristics, may be suitable for a variety of uses without detrimental effects on other property. The Planned Industrial designation is intended for land where light industrial development is proposed in areas without public sewer and/or water service but shall only be used if it is practical, both physically and financially, to provide sewage disposal and water service as needed by the proposed development. This designation specifies that no buildings shall cumulatively occupy more than 70% of the area of any parcel. In this case, the proposed development is consistent with both the Planned Development and Planned Industrial designations.

The project site is located in the LAFCO-adopted SOI for the City of Modesto. In the event the project site needs water service, the project proposes to connect to the City of Modesto for public water and sewer services, subject to obtaining a formalized will-serve letter from the City of Modesto for water services and fulfillment of all applicable conditions of the will-serve. These requirements will be incorporated into the project's development standards. The project's Early Consultation was referred to the City who did not identify any issues with the project proposal. The City indicated that there is sufficient capacity for water service, and that there is not presently sewer service available to the project site. Accordingly, the project proposes to be served by an on-site wastewater treatment system (OWTS) until such a time that sewer becomes available. A development standard will be applied to the project requiring that the project connect at the time sewer is available. Additionally, the City of Modesto responded requesting all access to comply with Caltrans regulations, a lot line adjustment or merger to remove conflicts with proposed structures over the existing interior property lines between the project parcels, which will be added to the project as development standards.

The project will not physically divide an established community nor conflict with any habitat conservation plans. Project impacts related to land use and planning are considered to be less than significant.

The project site is in the service boundary of Modesto Irrigation District (MID) who responded to the project indicating that an existing abandoned-in-place irrigation pipeline be removed from the project site during project development, requested easements remain in place to protect existing high voltage electrical overhead infrastructure within and adjacent to the project area, and requested that any relocation or installation of electrical facilities conform to MID's Electric Service Rules, as required by the Electrical Engineering Department. These comments will be added to the project as Development Standards.

Mitigation: None.

References: Application information; Referral response from the Department of Environmental Resources (DER), dated October 27, 2023; Referral response from the City of Modesto Utilities Department, dated October 30, 2023; Referral response from the Stanislaus County Department of Public Works dated January 24, 2025; Referral response from the Modesto Irrigation District, dated October 30, 2023; Stanislaus County General Plan and Support Documentation[1].

XII. MINERAL RESOURCES -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) **Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**			X	
b) **Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**			X	

Discussion: The location of all commercially viable mineral resources in Stanislaus County has been mapped by the State Division of Mines and Geology in Special Report 173. There are no known significant resources on the site, nor is the project site located in a geological area known to produce resources.

Mitigation: None.

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References: Application information; Stanislaus County General Plan and Support Documentation[1].

XIII. NOISE -- Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Generation of excessive groundborne vibration or groundborne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	

Discussion: The proposed project shall comply with the noise standards included in the General Plan and Noise Control Ordinance. The project is surrounded by existing light industrial warehouses and retail commercial uses, an apartment complex, a cardroom, vacant commercial parcels, and Kiernan Avenue (State Route 219) to the north; light industrial warehouses to the west; vacant commercial parcels and auto dealerships to the south; and a steel fabricator, orchard, and auto dealerships to the east.

The nearest sensitive receptor is an apartment complex located approximately 280± feet north of the northern property line of the project site, across Kiernan Avenue (SR-219). The Stanislaus County General Plan identifies noise levels up to 70 dB Ldn (or CNEL) as the normally acceptable level of noise for commercial uses. The site itself is impacted by noise generated from Kiernan Avenue (SR-219) and McHenry Avenue (SR-108). On-site grading and construction resulting from this project may result in a temporary increase in the area's ambient noise levels; however, noise impacts associated with on-site activities and traffic are not anticipated to exceed the normally acceptable level of noise.

The site is not located within an airport land use plan.

Mitigation: None.

References: Application information; Stanislaus County General Plan and Support Documentation[1].

XIV. POPULATION AND HOUSING -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?			X	

Discussion: The site is not included in the vacant sites inventory for the 2016 Stanislaus County Housing Element, which covers the 5th cycle Regional Housing Needs Allocation (RHNA) for the County or on the Draft 6th cycle Housing Element and will therefore not impact the County's ability to meet their RHNA. No population growth will be induced nor will any existing housing be displaced as a result of this project.

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Mitigation: None.

References: Stanislaus County General Plan and Support Documentation[1].

XV. PUBLIC SERVICES --	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) **Would the project result in the substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:**			X	
Fire protection?			X	
Police protection?			X	
Schools?			X	
Parks?			X	
Other public facilities?			X	

Discussion: The project site is served by Salida Fire Protection District for fire protection, Stanislaus County Sheriff's Department and the California Highway Patrol for police services, Sylvan School District and Modesto City Schools for schools, Stanislaus County for parks, and Modesto Irrigation District (MID) for electrical service. The County has adopted Public Facilities Fees, as well as Fire Facility Fees on behalf of the appropriate fire district, to address impacts to public services. All adopted public facility fees will be required to be paid at the time of building permit issuance for the proposed 11 structures with a cumulative building footprint of 72,122± square feet.

This project was circulated to all applicable school, fire, police, irrigation, and public works departments and districts during the early consultation referral period and no concerns were identified with regard to public services. The project was referred to the Salida Fire Protection District who responded requesting the project pay Fire Service Impact Mitigation Fees, provision of on-site water for fire protection, serviceable fire vehicle access, a Rapid Entry System (Knox Box) for gated areas and limited access points, and 2½- inch hose connections in each stairwell of a three- or more story building. These requirements will be added as development standards to the project.

The project site is in the service boundary of Modesto Irrigation District (MID) who responded to the project indicating that an existing abandoned-in-place irrigation pipeline be removed from the project site during project development, requested easements remain in place to protect existing high voltage electrical overhead infrastructure within and adjacent to the project area, and requested that any relocation or installation of electrical facilities conform to MID's Electric Service Rules, as required by the Electrical Engineering Department. These comments will be added to the project as Development Standards.

Mitigation: None.

References: Application information; Referral response from the Department of Environmental Resources (DER), dated October 27, 2023; Referral response from the City of Modesto Utilities Department, dated October 30, 2023; Referral response from the Salida Fire Protection District, dated October 23, 2023; Referral response from the Stanislaus County Department of Public Works dated January 24, 2025; Referral response from the Modesto Irrigation District, dated October 30, 2023; Stanislaus County General Plan and Support Documentation[1].

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XVI. RECREATION --	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**			X	
b) **Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**			X	

Discussion: This project will not increase demands for recreational facilities, as such impacts typically are associated with residential development. The project will be subject to payment of public facility fees at the time of building permit issuance, which will in part funds County parks.

Mitigation: None.

References: Stanislaus County General Plan and Support Documentation[1].

XVII. TRANSPORTATION -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) **Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?**			X	
b) **Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?**			X	
c) **Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**			X	
d) **Result in inadequate emergency access?**			X	

Discussion: The existing project site has frontage onto both McHenry Avenue (SR-108) and Kiernan Avenue (SR-219). The project site is presently developed with an existing 35-foot-wide paved driveway onto SR-219 but proposes to replace this access with a new driveway, 62-feet-wide, with exclusively right-in/right-out movements, along the SR-219 frontage. Additionally, the facility proposes to replace an existing driveway onto SR-108 with a new 40-foot-wide paved driveway, relocated further south along the SR-108 frontage.

The facility proposes to be open seven days per week year-round with hours of operation consisting of 7:00 a.m. to 7:00 p.m. Monday through Thursday and Saturdays, 7:00 a.m. to 8:00 p.m. on Fridays, and 9:00 a.m. to 5:00 p.m. on Sundays. A maximum of 15 employees on a peak shift and ten employees on a minimum shift are proposed, with ten customers at peak times anticipated. Up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be 31 daily trips, and 53 daily weekend trips.

There are several existing easements on the property, including a 30-foot by 22-foot public utility easement and 25-foot-wide reciprocal access and well easement that are proposed to be relocated or vacated. There is an additional easement on APN 046-010-024 for the purposes of providing well, public utility access, and reciprocal access from the existing driveway on SR-219 to the adjoining parcels to the east, currently developed with a flooring sales business, gas station and a fast-food restaurant. This easement is proposed to be maintained to provide access between the adjoining developments but will need to be modified to address the relocated driveway.

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This project was referred to the Department of Public Works, City of Modesto, and the California Department of Transportation (Caltrans) who identified no issues with the proposed project. The City of Modesto responded requesting all access to comply with Caltrans regulations, a lot line adjustment or merger to remove conflicts with proposed structures over the existing interior property lines between the project parcels, maintenance of all stormwater on-site, a waterline to be installed, and an Outside Service Agreement to be obtained in order for a Will Serve letter to be issued. Caltrans reviewd the proposed access following revisions to the site plan circulated with the Early Consultation and approved the access locations; however, construction plans shall be submitted and an encroachment permit obtained. Public Works responded to the project with requirements related to: prohibition of parking and unloading in the road right-of-way; access to be approved through Caltrans' encroachment permit process; installation of markings and signage if warranted; a grading plan to be submitted; reciprocal access to be obtained between the project parcels; dedication of a portion of the project site to facilitate installation of a cul-de-sac for the Spyres Way extension to the south; a Street Improvement Agreement; street improvements to Caltrans standards; placement of a deposit for plan check; annexation into the North McHenry 2 Lighting District and County Service Area (CSA) 20; and installation of a deceleration or acceleration lane or appropriate queueing areas if gates are installed. These requirements will be added to the project as development standards.

Additionally, a requirement that a parking plan be approved by the Department of Public Works and Planning and Community Development to maintain the neat and orderly parking and storage of rental vehicles to maintain safe interior site circulation will be added to the project.

Additionally, Senate Bill 743 (SB743) requires that the transportation impacts under the California Environmental Quality Act (CEQA) evaluate impacts by using Vehicle Miles Traveled (VMT) as a metric. Stanislaus County has currently not adopted any significance thresholds for VMT, and projects are treated on a case-by-case basis for evaluation under CEQA. However, the State of California - Office of Planning and Research (OPR) has issued guidelines regarding VMT significance under CEQA. One of the guidelines, presented in the December 2018 document Technical Advisory on Evaluating Transportation Impacts in CEQA, identifies projects and areas presumed to have a less than significant, which includes, absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per-day as generally assumed to cause a less-than significant transportation impact. Additionally, Senate Bill 743 (SB743) requires that the transportation impacts under the California Environmental Quality Act (CEQA) evaluate impacts by using Vehicle Miles Traveled (VMT) as a metric. Stanislaus County has currently not adopted any significance thresholds for VMT, and projects are treated on a case-by-case basis for evaluation under CEQA. However, the State of California - Office of Planning and Research (OPR) has issued guidelines regarding VMT significance under CEQA. One of the guidelines, presented in the December 2018 document Technical Advisory on Evaluating Transportation Impacts in CEQA, identifies projects and areas presumed to have a less than significant, which includes, absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per-day as generally assumed to cause a less-than significant transportation impact. As mentioned, the project is anticipated to generate up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be four truck trips, 31 daily passenger vehicle trips, and 53 daily weekend passenger vehicle trips, which falls under the screening threshold for VMT.

The proposed project is not anticipated to conflict with any transportation program, plan, ordinance, or policy.

Mitigation: None.

References: Application information; Referral response from the City of Modesto Development Department, dated October 27, 2023; Referral response from Caltrans, dated September 5, 2024 and January 22, 2025; Referral response from the Stanislaus County Department of Public Works dated January 24, 2025; Stanislaus County General Plan and Support Documentation[1].

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XVIII. TRIBAL CULTURAL RESOURCES -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California native American tribe, and that is:			X	
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or			X	
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set for the in subdivision (c) of Public Resource Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.			X	

Discussion: As this project does not include a request for a General Plan Amendment, it was not subject to tribal consultation in accordance with SB 18 or AB 52 requirements, as Stanislaus County has not received any requests for consultation from the tribes listed with the Native American Heritage Commission (NAHC). A records search conducted by the Central California Information Center (CCIC) indicated that there are no historical, cultural, or archeological resources recorded on-site and that the site has a low sensitivity for the discovery of such resources. A development standard will be added to the project which requires if any cultural or tribal resources are discovered during project-related activities, all work is to stop, and the lead agency and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find. It does not appear this project will result in significant impacts to any archaeological or tribal resources.

Tribal Cultural Resources are considered to be less than significant.

Mitigation: None.

References: Application information; Records search by the Central California Information Center Report, dated July 28, 2023; Stanislaus County General Plan and Support Documentation[1].

XIX. UTILITIES AND SERVICE SYSTEMS -- Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X	

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c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			**X**	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			**X**	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			**X**	

Discussion: Limitations on providing services have not been identified. The project proposes to develop an 8.57± acre project site with a mini storage and moving vehicle rental facility consisting of 11 structures with a cumulative building footprint of 72,122± square feet, 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings, a storm drainage basin, and the remainder of the site is proposed to be asphalted to allow rental vehicle storage. The project proposes to be served by City of Modesto for water, and utilize an on-site wastewater treatment system (OWTS).

The City of Modesto responded requesting all access to comply with Caltrans regulations, a lot line adjustment or merger to remove conflicts with proposed structures over the existing interior property lines between the project parcels, maintenance of all stormwater on-site, a waterline to be installed, and an Outside Service Agreement to be obtained in order for a Will Serve letter to be issued.

The project was referred to the Department of Environmental Resources (DER) Environmental Health and Groundwater Divisions who did not identify any issues with the project. Requirements that the OWTS meet Measure X and Local Agency Program (LAMP) standards will be verified through the building permit process.

The project site is in the service boundary of Modesto Irrigation District (MID) who responded to the project indicating that an existing abandoned-in-place irrigation pipeline be removed from the project site during project development, requested easements remain in place to protect existing high voltage electrical overhead infrastructure within and adjacent to the project area, and requested that any relocation or installation of electrical facilities conform to MID's Electric Service Rules, as required by the Electrical Engineering Department. These comments will be added to the project as Development Standards.

Public Works responded to the project with requirements related to: prohibition of parking and unloading in the road right-of-way; access to be approved through Caltrans' encroachment permit process; installation of markings and signage if warranted; a grading plan to be submitted; reciprocal access to be obtained between the project parcels; dedication of a portion of the project site to facilitate installation of a cul-de-sac for the Spyres Way extension to the south; a Street Improvement Agreement; street improvements to Caltrans standards; placement of a deposit for plan check; annexation into the North McHenry 2 Lighting District and County Service Area (CSA) 20; and installation of a deceleration or acceleration lane or appropriate queueing areas if gates are installed.

The Central Valley Regional Water Quality Control Board (CVRWQCB) was referred the project and have not provided comment to date. Development standards will be added to the project requiring the applicant coordinate with their agency to determine if any permits or Water Board requirements be obtained/met prior to issuance of a building or grading permit.

No significant impacts related to Utilities and Services Systems have been identified.

Mitigation: None.

References: Application information; Referral response from the Department of Environmental Resources (DER), dated October 27, 2023; Referral response from the City of Modesto Utilities Department, dated October 30, 2023; Referral response from the Stanislaus County Department of Public Works dated January 24, 2025; Referral response from the Modesto Irrigation District, dated October 30, 2023; Stanislaus County General Plan and Support Documentation[1].

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XX. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
c) Require the installation of maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			X	
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	

Discussion: The Stanislaus County Local Hazard Mitigation Plan identifies risks posed by disasters and identifies ways to minimize damage from those disasters. With the Wildfire Hazard Mitigation Activities of this plan in place, impacts to an adopted emergency response plan or emergency evacuation plan are anticipated to be less than significant. The terrain of the site is relatively flat, and the site has access to two state highways, McHenry Avenue (State Route 108) and Kiernan Avenue (State Route 219). The site is located in a Local Responsibility Area (LRA) for fire protection, the parcel is designated as urban and is served by Salida Fire Protection District. The project was referred to the Salida Fire Protection District who responded requesting the project pay Fire Service Impact Mitigation Fees, provision of on-site water for fire protection, serviceable fire vehicle access, a Rapid Entry System (Knox Box) for gated areas and limited access points, and 2½- inch hose connections in each stairwell of a three- or more story building. These requirements will be added as development standards to the project.

California Building Code establishes minimum standards for the protection of life and property by increasing the ability of a building to resist intrusion of flame and embers. Building and grading permits will be required for the improvements and will be required to meet fire code, which will be verified through the building permit review process. The project was referred to public works who are requiring a grading and drainage plan to be submitted for the project site and proposed stormwater drainage basin. At the time grading and building permits, fire protection and emergency vehicle access standards will be required to be met. These requirements will be applied as development standards for the project.

Mitigation: None.

References: Application information; Referral response from the Stanislaus County Department of Public Works dated January 24, 2025; Referral response from the Salida Fire Protection District, dated October 23, 2023; Stanislaus County General Plan and Support Documentation[1].

XXI. MANDATORY FINDINGS OF SIGNIFICANCE --	Potentially Significant Impact	Less Than Significant With Mitigation Included	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	

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b)	**Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**			**X**	
c)	**Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?**			**X**	

Discussion: This is a request to rezone two parcels totaling 8.57± acres from Planned Development (P-D) (254) and General Agriculture (A-2-10) to a new Planned Development in order to allow for development of a mini-storage and moving vehicle rental facility consisting of 11 structures with a cumulative building footprint of 72,122± square feet, 33,425± square feet of landscaping located along the road frontages and alongside the proposed buildings, a storm drainage basin, and the remainder of the site is proposed to be asphalted to allow rental vehicle storage. The project parcels have General Plan designations of Planned Development and Planned Industrial, respectively. As discussed in Section II - *Agriculture and Forest Resources*, the project site is not located on the County's most productive agricultural areas of the County due to the makeup of the surrounding area and being within the LAFCO-adopted Sphere of Influence (SOI) of the City of Modesto.

The facility proposes to be open seven days per week year-round with hours of operation consisting of 7:00 a.m. to 7:00 p.m. Monday through Thursday and Saturdays, 7:00 a.m. to 8:00 p.m. on Fridays, and 9:00 a.m. to 5:00 p.m. on Sundays. A maximum of 15 employees on a peak shift and ten employees on a minimum shift are proposed, with ten customers at peak times anticipated. Up to four truck deliveries/loadings are proposed per-day. The overall daily vehicle trips are proposed to be 31 daily trips, and 53 daily weekend trips.

The project site is located adjacent to existing commercial development in all directions. The project site is located in the City of Modesto's Local Agency Formation Commission's (LAFCO)-adopted Sphere of Influence (SOI). The majority of the surrounding area is developed with existing commercial development approved under various Planned Development and Planned Industrial zoning districts; however, a number of vacant commercial parcels are scattered to the north and west. Development of these parcels will require additional land use entitlements and associated environmental review. Due to the project site being located within the City's SOI, annexation into the City of Modesto's jurisdiction is a possibility. Any further development would be required to obtain land use entitlements prior to development, including consideration of whether the redesignation would be consistent with the surrounding area's development, and whether the use would constitute leapfrog or pre-mature development and would not negatively impact the surrounding area.

The project will not conflict with a Habitat Conservation Plan, a Natural Community Conservation Plan, or other locally approved conservation plans. Impacts to endangered species or habitats, locally designated species, or wildlife dispersal or mitigation corridors are considered to be less than significant. The project will not physically divide an established community. Development standards regarding the discovery of cultural resources during any future construction resulting from this request will be added to the project. Review of this project has not indicated any features which might significantly impact the environmental quality of the site and/or the surrounding area.

Mitigation: None.
References: Initial Study; Stanislaus County General Plan and Support Documentation[1].

[1]Stanislaus County General Plan and Support Documentation adopted in August 23, 2016, as amended. ***Housing Element*** adopted on April 5, 2016.

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1220 Concord Avenue, Suite 450
Concord, CA 94520
P (510) 547-7771
Terracon.com

June 19, 2024

Chris Trudell
U-Haul Company of California
255A Northgate Drive
Manteca, CA 95336

Attn: Mr. Chris Trudell
T: (209) 647-3694 (office)
E: Christopher_Trudell@uhaul.com

RE: Air Dispersion Modeling and Health Risk Prioritization
Proposed U-Haul Self Storage Facility
Kiernan Ave. & McHenry Ave.
Modesto, California 95356
Terracon Proposal No.: R1247172

Dear Mr. Trudell,

Terracon Consultants, Inc. (Terracon) was retained by U-Haul of Central Valley to assist with air dispersion modeling and assessment of health risk prioritization at the proposed self-storage facility to be located near the intersection of Kiernan and McHenry Avenues in Modesto, California. The described consulting services was conducted in general accordance with Terracon's proposal PR1247172, dated June 3, 2024.

REGULATORY OVERVIEW

The California Environmental Quality Act (CEQA) is a state law that requires public agencies and local governments to evaluate and disclose the environmental impacts of proposed projects and land use decisions. The law's goal is to prevent significant environmental damage and to inform the public and government decision makers about the potential effects of proposed activities. For sites in Modesto, California, the San Joaquin Valley Air Pollution Control District (SJVAPCD) requires modeling of projected construction and operations emissions of criteria pollutants and greenhouse gasses (GHGs) for land use development projects as part of CEQA compliance. For the subject project site, the SJVAPCD has required utilization of the California Emissions Estimator Model (CalEEMod) for calculation of the estimated emissions.

Assembly Bill (AB) 2588 (Connelly), the Air Toxics "Hot Spots" Information and Assessment Act in accordance with California Health and Safety Code §44344.4(c), requires air pollution control and air quality management districts (districts) to prioritize facilities to determine which facilities must perform a health risk assessment. These facilities, for purposes of risk assessment, are ranked into high, intermediate, and low priority categories. Each district is responsible for establishing the prioritization score threshold at which facilities are required to prepare a health risk assessment. In establishing priorities, the districts are to consider the potency, toxicity, quantity, and volume of hazardous materials released from the facility, the proximity of the facility to potential receptors, and any other factors that the district determines may indicate that the facility may pose a significant risk.

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PROJECT DETAILS

The proposed self-storage facility is an 8.57-acre tract of land located near the intersection of Kiernan Avenue and McHenry Avenue in Modesto, San Joaquin County, California and includes Assessor's Parcel Numbers (APNs) 046-010-016 (4.02-acres) and 046-010-024 (4.55-acres). APN 046-010-016 is currently improved with two single-story structures at the southeast corner of the parcel while APN 046-010-024 currently exists as an unimproved parcel. The existing structures will be removed as part of site development. The proposed facility is bordered by commercial properties to the immediate south, west, east of the parcel boundaries. State road 219 (Kiernan Avenue) borders the project site to the immediate north. The closest residential parcel to the site boundary is approximately 600 meters to the southwest.

The proposed self-storage facility is expected to consist of nine individual structures, asphalt covered areas, and landscaping, as detailed below:

- Building #1 – Three-story temperature-controlled structure with a footprint of approximately 39,038 square feet (SF) and total building area of approximately 117,114 SF. This structure will contain self-storage spaces, offices, and restrooms.
- Building #2 – A one-story building for storage of "PODS" with a total estimated building area of approximately 21,570 SF. This structure will not be temperature controlled or accessible to the general public.
- Buildings #3-9 – Seven single-story self-storage buildings approximately 2,500 SF each for a total estimated building area of 17,500 SF. These structures will not be temperature controlled.
- Paved Asphalt Driveways/Parking – The estimated area of paved asphalt surfaces used for driveways and parking is approximately 250,920 SF.
- Landscaping – Landscape areas for purposes of aesthetics and drainage will encompass approximately 44,280 SF.

Electricity to the proposed facility will be provided by the Modesto Irrigation District and will be used for interior and exterior lighting and cooling of Building #1. Natural gas will be provided by Pacific Gas and Electric and will primarily be used for heating of Building #1. No backup generators or stationary equipment using diesel internal combustion engines are planned at the proposed facility.

ESTIMATED EMISSIONS MODELING

Modelling of projected emissions of criteria and GHGs during construction and operations at the proposed site were performed using CalEEMod with the data output included as an attachment to this report. At the time of the modeling run, project design had not been completed for the site so specific pollutant mitigation measures were not included other than the assumption that water will be applied for dust control during the construction phase. For purposes of modelling, the following land use types were included in the model parameters using site-specific data as detailed in the preceding section:

- General Office Building (Building #1)

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- Unrefrigerated Warehouse-No Rail (Buildings #2-9)
- Other Asphalt Surfaces (Driveways/Parking areas) with a subset allocated to landscape area.

Default values were used for all model calculations with exceptions for utilization of energy and water use. Energy consumption rates for electricity (kWH/SF/Year) and natural gas (kBTU/SF/Year) were estimated for each land use type using average values published by the U.S. Energy Information Administration (EIA) Commercial Buildings Energy Consumption Survey (CBECS, 2018). Water consumption rates were estimated using the median water use intensity (WUI) for self-storage facilities published by the USEPA WaterSense program.

RISK PRIORITIZATION

Guidelines for determination of health risk prioritization were developed by the California Air Pollution Control Officers Association (CAPCOA). The current revision of the Facility Prioritization Guidelines was released in August 2016 in response to modifications by the Office of Environmental Health Hazard Assessment (OEHHA) to underlying health risk assessment methodologies. Two prioritization procedures are presented in the guidelines: The Emissions and Potency Procedure and The Dispersion Adjustment Procedure. Both procedures utilize measured or calculated emissions from stationary sources in conjunction with a substances Unit Risk (cancer endpoint) or Reference Exposure Level (non-cancer endpoint), proximity to sensitive receptor, and a normalization factor.

A list of substances to be quantified for emissions from each stationary source is located in Appendix B of the Facility Prioritization Guidelines and includes individual cancer and non-cancer causing substances as well as mixtures, such as particulate matter released from diesel or gasoline internal combustion engines.

The SJVAPCD has established the following prioritization threshold scores (TS) for land use projects occurring in Modesto, California:

- Cancer Risk – Low Priority TS ≤1; High Priority TS > 10
- Non-Cancer Risk (Chronic) – Low Priority TS ≤1; High Priority TS > 10
- Non-Cancer Risk (Acute) – Low Priority TS ≤1; High Priority TS > 10

The threshold values reflect total cumulative health risk potential to sensitive receptors. A TS value of ≤1 indicates a facility is Low Priority and is exempt from submitting a Health Risk Assessment (HRA), a TS value >10 indicates a facility is High Priority and will be required to submit a HRA, and a TS value >1 but ≤10 is Intermediate Priority and may require mitigation factors.

The self-storage facility, as proposed, will not have any stationary sources that will contribute emissions of listed substances to the ambient air. Consequently, the TS scores are determined to be <1 for both the cancer and non-cancer endpoints, which categorizes the facility as Low Priority that is exempt of preparing an HRA. Should there be modifications to the existing design, as described above, then health risk prioritization should be re-evaluated.

LIMITATIONS

This work was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results,

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findings, conclusions, and recommendations expressed in this report are based on available information and regulatory conditions in effect at the time of document preparation. The information contained in this report is only relevant to the described self-storage facility project and should not be relied upon to represent conditions at other site locations. This report has been prepared on behalf of and exclusively for use by the U-Haul Company of California for specific application to their project as described. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding any further investigation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made. Terracon appreciates this opportunity to provide our consulting services to the U-Haul Company of California. If there are any questions or if we can be of any further assistance, please contact me at (510) 899-7090 at your convenience.

Sincerely,

Terracon Consultant, Inc.

Prepared By:

David S. Block, Ph.D.
Project Manager | Environmental

Reviewed By:

David C. Reynolds, P.E.
National Director, Regulatory Compliance

Attachments: CalEEMod Detailed Report

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Uhaul - Kiernan & McHenry, Modesto Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Uhaul - Kiernan & McHenry, Modesto
Construction Start Date	3/31/2025
Operational Year	2026
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	3.10
Precipitation (days)	25.4
Location	37.71008518132021, -120.99754187458417
County	Stanislaus
City	Unincorporated
Air District	San Joaquin Valley APCD
Air Basin	San Joaquin Valley
TAZ	2253
EDFZ	15
Electric Utility	Modesto Irrigation District
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.24

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description

General Office Building	39.0	1000sqft	0.90	117,000	0.00	0.00	—	Building 1 / Main Storage and Office
Unrefrigerated Warehouse-No Rail	39.0	1000sqft	0.90	39,000	0.00	0.00	—	Buildings 2-9 / Single Level Storage Buildings
Other Asphalt Surfaces	295	1000sqft	6.78	0.00	44.3	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

Sector	#	Measure Title
Construction	C-3	Use Local Construction Contractors
Construction	C-12	Sweep Paved Roads
Energy	E-7*	Require Higher Efficacy Public Street and Area Lighting
Waste	S-4*	Recycle Demolished Construction Material

* Qualitative or supporting measure. Emission reductions not included in the mitigated emissions results.

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4.03	3.39	31.8	31.2	0.05	1.37	9.30	10.7	1.26	4.12	5.38	—	5,501	5,501	0.22	0.12	3.34	5,525
Mit.	4.03	3.39	31.8	31.1	0.05	1.37	9.29	10.7	1.26	4.12	5.38	—	5,491	5,491	0.22	0.12	3.22	5,514
% Reduced	—	—	< 0.5%	< 0.5%	—	—	< 0.5%	< 0.5%	—	< 0.5%	< 0.5%	—	< 0.5%	< 0.5%	—	—	4%	< 0.5%

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	40.5	40.4	22.8	20.7	0.04	0.92	1.31	1.76	0.85	0.21	0.99	—	3,927	3,927	0.15	0.12	0.09	3,958
Mit.	40.5	40.4	22.8	20.7	0.04	0.92	1.28	1.75	0.85	0.21	0.99	—	3,919	3,919	0.15	0.12	0.08	3,950
% Reduced	—	—	< 0.5%	< 0.5%	—	—	2%	< 0.5%	—	3%	< 0.5%	—	< 0.5%	< 0.5%	—	—	4%	< 0.5%
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.24	2.23	7.06	8.87	0.02	0.28	0.92	1.20	0.26	0.26	0.52	—	1,809	1,809	0.07	0.06	0.62	1,827
Mit.	2.24	2.23	7.06	8.82	0.02	0.28	0.91	1.19	0.26	0.26	0.52	—	1,796	1,796	0.07	0.06	0.60	1,815
% Reduced	—	—	< 0.5%	1%	—	—	1%	1%	—	1%	1%	—	1%	1%	—	—	4%	1%
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.41	0.41	1.29	1.62	< 0.005	0.05	0.17	0.22	0.05	0.05	0.09	—	299	299	0.01	0.01	0.10	303
Mit.	0.41	0.41	1.29	1.61	< 0.005	0.05	0.17	0.22	0.05	0.05	0.09	—	297	297	0.01	0.01	0.10	300
% Reduced	< 0.5%	< 0.5%	< 0.5%	1%	—	—	1%	1%	—	1%	1%	—	1%	1%	—	1%	4%	1%

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	4.03	3.39	31.8	31.2	0.05	1.37	9.30	10.7	1.26	4.12	5.38	—	5,501	5,501	0.22	0.12	3.34	5,525
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	2.94	2.47	22.8	20.7	0.04	0.92	1.31	1.76	0.85	0.21	0.99	—	3,927	3,927	0.15	0.12	0.09	3,958

2026	40.5	40.4	7.23	10.5	0.01	0.32	0.47	0.49	0.29	0.06	0.33	—	1,662	1,662	0.07	0.02	0.01	1,671
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	1.01	0.86	7.06	8.87	0.02	0.28	0.92	1.20	0.26	0.26	0.52	—	1,809	1,809	0.07	0.06	0.62	1,827
2026	2.24	2.23	0.12	0.19	< 0.005	< 0.005	0.03	0.03	< 0.005	< 0.005	0.01	—	30.7	30.7	< 0.005	< 0.005	0.01	31.0
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	0.18	0.16	1.29	1.62	< 0.005	0.05	0.17	0.22	0.05	0.05	0.09	—	299	299	0.01	0.01	0.10	303
2026	0.41	0.41	0.02	0.03	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	—	5.08	5.08	< 0.005	< 0.005	< 0.005	5.13

2.3. Construction Emissions by Year, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	4.03	3.39	31.8	31.1	0.05	1.37	9.29	10.7	1.26	4.12	5.38	—	5,491	5,491	0.22	0.12	3.22	5,514
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	2.94	2.47	22.8	20.7	0.04	0.92	1.28	1.75	0.85	0.21	0.99	—	3,919	3,919	0.15	0.12	0.08	3,950
2026	40.5	40.4	7.23	10.5	0.01	0.32	0.46	0.48	0.29	0.06	0.32	—	1,655	1,655	0.07	0.02	0.01	1,663
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	1.01	0.86	7.06	8.82	0.02	0.28	0.91	1.19	0.26	0.26	0.52	—	1,796	1,796	0.07	0.06	0.60	1,815
2026	2.24	2.23	0.12	0.19	< 0.005	< 0.005	0.02	0.03	< 0.005	< 0.005	0.01	—	30.3	30.3	< 0.005	< 0.005	0.01	30.6
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	0.18	0.16	1.29	1.61	< 0.005	0.05	0.17	0.22	0.05	0.05	0.09	—	297	297	0.01	0.01	0.10	300
2026	0.41	0.41	0.02	0.03	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	—	5.01	5.01	< 0.005	< 0.005	< 0.005	5.06

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	6.86	6.61	2.16	19.8	0.03	0.09	2.13	2.22	0.08	0.54	0.62	40.1	5,334	5,374	4.36	0.15	9.79	5,538
Mit.	6.86	6.61	2.16	19.8	0.03	0.09	2.13	2.22	0.08	0.54	0.62	40.1	5,334	5,374	4.36	0.15	9.79	5,538
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	5.45	5.29	2.31	11.6	0.03	0.07	2.13	2.20	0.07	0.54	0.62	40.1	5,107	5,147	4.38	0.16	0.53	5,305
Mit.	5.45	5.29	2.31	11.6	0.03	0.07	2.13	2.20	0.07	0.54	0.62	40.1	5,107	5,147	4.38	0.16	0.53	5,305
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	5.69	5.51	1.93	12.6	0.02	0.07	1.66	1.74	0.07	0.42	0.50	40.1	4,669	4,709	4.34	0.13	3.54	4,860
Mit.	5.69	5.51	1.93	12.6	0.02	0.07	1.66	1.74	0.07	0.42	0.50	40.1	4,669	4,709	4.34	0.13	3.54	4,860
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.04	1.01	0.35	2.29	< 0.005	0.01	0.30	0.32	0.01	0.08	0.09	6.63	773	780	0.72	0.02	0.59	805
Mit.	1.04	1.01	0.35	2.29	< 0.005	0.01	0.30	0.32	0.01	0.08	0.09	6.63	773	780	0.72	0.02	0.59	805
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1.99	1.88	1.43	12.5	0.03	0.02	2.13	2.15	0.02	0.54	0.56	—	2,583	2,583	0.12	0.13	9.51	2,634
Area	4.79	4.70	0.06	6.78	< 0.005	0.01	—	0.01	0.01	—	0.01	—	27.9	27.9	< 0.005	< 0.005	—	28.0
Energy	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	2,722	2,722	0.23	0.02	—	2,734
Water	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Waste	—	—	—	—	—	—	—	—	—	—	—	39.3	0.00	39.3	3.93	0.00	—	138
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Total	6.86	6.61	2.16	19.8	0.03	0.09	2.13	2.22	0.08	0.54	0.62	40.1	5,334	5,374	4.36	0.15	9.79	5,538
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1.79	1.67	1.64	11.0	0.02	0.02	2.13	2.15	0.02	0.54	0.56	—	2,384	2,384	0.14	0.14	0.25	2,429
Area	3.58	3.58	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	2,722	2,722	0.23	0.02	—	2,734
Water	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Waste	—	—	—	—	—	—	—	—	—	—	—	39.3	0.00	39.3	3.93	0.00	—	138
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Total	5.45	5.29	2.31	11.6	0.03	0.07	2.13	2.20	0.07	0.54	0.62	40.1	5,107	5,147	4.38	0.16	0.53	5,305
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1.44	1.34	1.23	8.66	0.02	0.02	1.66	1.68	0.02	0.42	0.44	—	1,932	1,932	0.10	0.11	3.26	1,970
Area	4.18	4.13	0.03	3.35	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	13.8	13.8	< 0.005	< 0.005	—	13.8
Energy	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	2,722	2,722	0.23	0.02	—	2,734
Water	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67

Waste	—	—	—	—	—	—	—	—	—	—	—	39.3	0.00	39.3	3.93	0.00	—	138
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Total	5.69	5.51	1.93	12.6	0.02	0.07	1.66	1.74	0.07	0.42	0.50	40.1	4,669	4,709	4.34	0.13	3.54	4,860
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.26	0.25	0.22	1.58	< 0.005	< 0.005	0.30	0.31	< 0.005	0.08	0.08	—	320	320	0.02	0.02	0.54	326
Area	0.76	0.75	0.01	0.61	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.28	2.28	< 0.005	< 0.005	—	2.29
Energy	0.01	0.01	0.12	0.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	451	451	0.04	< 0.005	—	453
Water	—	—	—	—	—	—	—	—	—	—	—	0.13	0.23	0.36	0.01	< 0.005	—	0.77
Waste	—	—	—	—	—	—	—	—	—	—	—	6.51	0.00	6.51	0.65	0.00	—	22.8
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.05	0.05
Total	1.04	1.01	0.35	2.29	< 0.005	0.01	0.30	0.32	0.01	0.08	0.09	6.63	773	780	0.72	0.02	0.59	805

2.6. Operations Emissions by Sector, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1.99	1.88	1.43	12.5	0.03	0.02	2.13	2.15	0.02	0.54	0.56	—	2,583	2,583	0.12	0.13	9.51	2,634
Area	4.79	4.70	0.06	6.78	< 0.005	0.01	—	0.01	0.01	—	0.01	—	27.9	27.9	< 0.005	< 0.005	—	28.0
Energy	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	2,722	2,722	0.23	0.02	—	2,734
Water	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Waste	—	—	—	—	—	—	—	—	—	—	—	39.3	0.00	39.3	3.93	0.00	—	138
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Total	6.86	6.61	2.16	19.8	0.03	0.09	2.13	2.22	0.08	0.54	0.62	40.1	5,334	5,374	4.36	0.15	9.79	5,538
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1.79	1.67	1.64	11.0	0.02	0.02	2.13	2.15	0.02	0.54	0.56	—	2,384	2,384	0.14	0.14	0.25	2,429

Area	3.58	3.58	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	2,722	2,722	0.23	0.02	—	2,734
Water	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Waste	—	—	—	—	—	—	—	—	—	—	—	39.3	0.00	39.3	3.93	0.00	—	138
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Total	5.45	5.29	2.31	11.6	0.03	0.07	2.13	2.20	0.07	0.54	0.62	40.1	5,107	5,147	4.38	0.16	0.53	5,305
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1.44	1.34	1.23	8.66	0.02	0.02	1.66	1.68	0.02	0.42	0.44	—	1,932	1,932	0.10	0.11	3.26	1,970
Area	4.18	4.13	0.03	3.35	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	13.8	13.8	< 0.005	< 0.005	—	13.8
Energy	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	2,722	2,722	0.23	0.02	—	2,734
Water	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Waste	—	—	—	—	—	—	—	—	—	—	—	39.3	0.00	39.3	3.93	0.00	—	138
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Total	5.69	5.51	1.93	12.6	0.02	0.07	1.66	1.74	0.07	0.42	0.50	40.1	4,669	4,709	4.34	0.13	3.54	4,860
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.26	0.25	0.22	1.58	< 0.005	< 0.005	0.30	0.31	< 0.005	0.08	0.08	—	320	320	0.02	0.02	0.54	326
Area	0.76	0.75	0.01	0.61	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.28	2.28	< 0.005	< 0.005	—	2.29
Energy	0.01	0.01	0.12	0.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	451	451	0.04	< 0.005	—	453
Water	—	—	—	—	—	—	—	—	—	—	—	0.13	0.23	0.36	0.01	< 0.005	—	0.77
Waste	—	—	—	—	—	—	—	—	—	—	—	6.51	0.00	6.51	0.65	0.00	—	22.8
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.05	0.05
Total	1.04	1.01	0.35	2.29	< 0.005	0.01	0.30	0.32	0.01	0.08	0.09	6.63	773	780	0.72	0.02	0.59	805

3. Construction Emissions Details

3.1. Demolition (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.86	2.40	22.2	19.9	0.03	0.92	—	0.92	0.84	—	0.84	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	—	0.43	0.43	—	0.07	0.07	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.19	0.19	< 0.005	0.02	0.02	—	3.48	3.48	< 0.005	< 0.005	< 0.005	3.65
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.86	2.40	22.2	19.9	0.03	0.92	—	0.92	0.84	—	0.84	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	—	0.43	0.43	—	0.07	0.07	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.19	0.19	< 0.005	0.02	0.02	—	3.52	3.52	< 0.005	< 0.005	< 0.005	3.69
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.08	0.07	0.61	0.55	< 0.005	0.03	—	0.03	0.02	—	0.02	—	93.8	93.8	< 0.005	< 0.005	—	94.2
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.10	0.10	< 0.005	< 0.005	< 0.005	0.10
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.11	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.5	15.5	< 0.005	< 0.005	—	15.6
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—

Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.02	0.02	< 0.005	< 0.005	< 0.005	0.02
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.07	0.04	0.81	0.00	0.00	0.11	0.11	0.00	0.03	0.03	—	123	123	0.01	< 0.005	0.49	125
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	45.3	45.3	< 0.005	0.01	0.12	47.4
Hauling	0.01	0.01	0.42	0.10	< 0.005	0.01	0.09	0.10	0.01	0.02	0.03	—	343	343	0.01	0.05	0.83	360
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.06	0.62	0.00	0.00	0.11	0.11	0.00	0.03	0.03	—	110	110	< 0.005	< 0.005	0.01	111
Vendor	< 0.005	< 0.005	0.07	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	45.3	45.3	< 0.005	0.01	< 0.005	47.3
Hauling	0.01	0.01	0.45	0.10	< 0.005	0.01	0.09	0.10	0.01	0.02	0.03	—	343	343	0.01	0.05	0.02	359
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.09	3.09	< 0.005	< 0.005	0.01	3.14
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.24	1.24	< 0.005	< 0.005	< 0.005	1.30
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	9.40	9.40	< 0.005	< 0.005	0.01	9.85
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.51	0.51	< 0.005	< 0.005	< 0.005	0.52
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.21	0.21	< 0.005	< 0.005	< 0.005	0.21
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.56	1.56	< 0.005	< 0.005	< 0.005	1.63

3.2. Demolition (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.86	2.40	22.2	19.9	0.03	0.92	—	0.92	0.84	—	0.84	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	—	0.43	0.43	—	0.07	0.07	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.19	0.19	< 0.005	0.02	0.02	—	3.48	3.48	< 0.005	< 0.005	< 0.005	3.65
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.86	2.40	22.2	19.9	0.03	0.92	—	0.92	0.84	—	0.84	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	—	0.43	0.43	—	0.07	0.07	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.19	0.19	< 0.005	0.02	0.02	—	3.52	3.52	< 0.005	< 0.005	< 0.005	3.69
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.08	0.07	0.61	0.55	< 0.005	0.03	—	0.03	0.02	—	0.02	—	93.8	93.8	< 0.005	< 0.005	—	94.2
Demolition	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.10	0.10	< 0.005	< 0.005	< 0.005	0.10
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.11	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.5	15.5	< 0.005	< 0.005	—	15.6
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.02	0.02	< 0.005	< 0.005	< 0.005	0.02
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.07	0.04	0.76	0.00	0.00	0.11	0.11	0.00	0.02	0.02	—	114	114	0.01	< 0.005	0.45	116
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	45.3	45.3	< 0.005	0.01	0.12	47.4
Hauling	0.01	0.01	0.42	0.10	< 0.005	0.01	0.09	0.10	0.01	0.02	0.03	—	343	343	0.01	0.05	0.83	360
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.05	0.59	0.00	0.00	0.11	0.11	0.00	0.02	0.02	—	102	102	< 0.005	< 0.005	0.01	103
Vendor	< 0.005	< 0.005	0.07	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	45.3	45.3	< 0.005	0.01	< 0.005	47.3
Hauling	0.01	0.01	0.45	0.10	< 0.005	0.01	0.09	0.10	0.01	0.02	0.03	—	343	343	0.01	0.05	0.02	359
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.87	2.87	< 0.005	< 0.005	0.01	2.92
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.24	1.24	< 0.005	< 0.005	< 0.005	1.30
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	9.40	9.40	< 0.005	< 0.005	0.01	9.85
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.48	0.48	< 0.005	< 0.005	< 0.005	0.48
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.21	0.21	< 0.005	< 0.005	< 0.005	0.21
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.56	1.56	< 0.005	< 0.005	< 0.005	1.63

3.3. Site Preparation (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	3.94	3.31	31.6	30.2	0.05	1.37	—	1.37	1.26	—	1.26	—	5,295	5,295	0.21	0.04	—	5,314
Dust From Material Movemen:	—	—	—	—	—	—	7.67	7.67	—	3.94	3.94	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	1.48	1.48	< 0.005	0.15	0.15	—	17.2	17.2	< 0.005	< 0.005	0.03	18.0
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.09	0.87	0.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	145	145	0.01	< 0.005	—	146
Dust From Material Movemen:	—	—	—	—	—	—	0.21	0.21	—	0.11	0.11	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.04	0.04	< 0.005	< 0.005	< 0.005	—	0.47	0.47	< 0.005	< 0.005	< 0.005	0.49
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.16	0.15	< 0.005	0.01	—	0.01	0.01	—	0.01	—	24.0	24.0	< 0.005	< 0.005	—	24.1
Dust From Material Movemen:	—	—	—	—	—	—	0.04	0.04	—	0.02	0.02	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	0.08	0.08	< 0.005	< 0.005	< 0.005	0.08
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.08	0.05	0.94	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	143	143	0.01	0.01	0.57	146

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Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	45.3	45.3	< 0.005	0.01	0.12	47.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.61	3.61	< 0.005	< 0.005	0.01	3.67
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.24	1.24	< 0.005	< 0.005	< 0.005	1.30
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.60	0.60	< 0.005	< 0.005	< 0.005	0.61
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.21	0.21	< 0.005	< 0.005	< 0.005	0.21
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.4. Site Preparation (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.94	3.31	31.6	30.2	0.05	1.37	—	1.37	1.26	—	1.26	—	5,295	5,295	0.21	0.04	—	5,314
Dust From Material Movemen:	—	—	—	—	—	—	7.67	7.67	—	3.94	3.94	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	1.48	1.48	< 0.005	0.15	0.15	—	17.2	17.2	< 0.005	< 0.005	0.03	18.0

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.09	0.87	0.83	< 0.005	0.04	—	0.04	0.03	—	0.03	—	145	145	0.01	< 0.005	—	146
Dust From Material Movemen:	—	—	—	—	—	—	0.21	0.21	—	0.11	0.11	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.04	0.04	< 0.005	< 0.005	< 0.005	—	0.47	0.47	< 0.005	< 0.005	< 0.005	0.49
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.16	0.15	< 0.005	0.01	—	0.01	0.01	—	0.01	—	24.0	24.0	< 0.005	< 0.005	—	24.1
Dust From Material Movemen:	—	—	—	—	—	—	0.04	0.04	—	0.02	0.02	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	0.08	0.08	< 0.005	< 0.005	< 0.005	0.08
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.08	0.05	0.89	0.00	0.00	0.12	0.12	0.00	0.03	0.03	—	133	133	0.01	0.01	0.53	135
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	45.3	45.3	< 0.005	0.01	0.12	47.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.35	3.35	< 0.005	< 0.005	0.01	3.40
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.24	1.24	< 0.005	< 0.005	< 0.005	1.30
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.55	0.55	< 0.005	< 0.005	< 0.005	0.56
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.21	0.21	< 0.005	< 0.005	< 0.005	0.21
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.5. Grading (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.07	1.74	16.3	17.9	0.03	0.72	—	0.72	0.66	—	0.66	—	2,959	2,959	0.12	0.02	—	2,970
Dust From Material Movemen:	—	—	—	—	—	—	2.76	2.76	—	1.34	1.34	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.74	0.74	< 0.005	0.07	0.07	—	8.59	8.59	< 0.005	< 0.005	0.02	9.02
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.07	0.67	0.74	< 0.005	0.03	—	0.03	0.03	—	0.03	—	122	122	< 0.005	< 0.005	—	122

Dust From Material Movemen:	—	—	—	—	—	—	0.11	0.11	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.03	0.03	< 0.005	< 0.005	< 0.005	—	0.35	0.35	< 0.005	< 0.005	< 0.005	0.37
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.12	0.13	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	20.1	20.1	< 0.005	< 0.005	—	20.2
Dust From Material Movemen:	—	—	—	—	—	—	0.02	0.02	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	0.06	0.06	< 0.005	< 0.005	< 0.005	0.06
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.07	0.04	0.81	0.00	0.00	0.11	0.11	0.00	0.03	0.03	—	123	123	0.01	< 0.005	0.49	125
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	45.3	45.3	< 0.005	0.01	0.12	47.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.03	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.64	4.64	< 0.005	< 0.005	0.01	4.71
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.86	1.86	< 0.005	< 0.005	< 0.005	1.95
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.77	0.77	< 0.005	< 0.005	< 0.005	0.78
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.31	0.31	< 0.005	< 0.005	< 0.005	0.32

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Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.6. Grading (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.07	1.74	16.3	17.9	0.03	0.72	—	0.72	0.66	—	0.66	—	2,959	2,959	0.12	0.02	—	2,970
Dust From Material Movemen	—	—	—	—	—	—	2.76	2.76	—	1.34	1.34	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.74	0.74	< 0.005	0.07	0.07	—	8.59	8.59	< 0.005	< 0.005	0.02	9.02
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.07	0.67	0.74	< 0.005	0.03	—	0.03	0.03	—	0.03	—	122	122	< 0.005	< 0.005	—	122
Dust From Material Movemen	—	—	—	—	—	—	0.11	0.11	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.03	0.03	< 0.005	< 0.005	< 0.005	—	0.35	0.35	< 0.005	< 0.005	< 0.005	0.37
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.12	0.13	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	20.1	20.1	< 0.005	< 0.005	—	20.2

Dust From Material Movemen:	—	—	—	—	—	—	0.02	0.02	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	0.06	0.06	< 0.005	< 0.005	< 0.005	0.06
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.07	0.04	0.76	0.00	0.00	0.11	0.11	0.00	0.02	0.02	—	114	114	0.01	< 0.005	0.45	116
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	45.3	45.3	< 0.005	0.01	0.12	47.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.31	4.31	< 0.005	< 0.005	0.01	4.38
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.86	1.86	< 0.005	< 0.005	< 0.005	1.95
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.71	0.71	< 0.005	< 0.005	< 0.005	0.72
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.31	0.31	< 0.005	< 0.005	< 0.005	0.32
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.7. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.74	0.74	< 0.005	0.07	0.07	—	8.59	8.59	< 0.005	< 0.005	0.02	9.02
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.74	0.74	< 0.005	0.07	0.07	—	8.63	8.63	< 0.005	< 0.005	< 0.005	9.04
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.53	0.45	4.15	5.18	0.01	0.17	—	0.17	0.16	—	0.16	—	953	953	0.04	0.01	—	956
Onsite truck	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	0.27	0.27	< 0.005	0.03	0.03	—	3.42	3.42	< 0.005	< 0.005	< 0.005	3.59
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.08	0.76	0.95	< 0.005	0.03	—	0.03	0.03	—	0.03	—	158	158	0.01	< 0.005	—	158
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.05	0.05	< 0.005	0.01	0.01	—	0.57	0.57	< 0.005	< 0.005	< 0.005	0.59
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.26	0.25	0.16	2.90	0.00	0.00	0.41	0.41	0.00	0.10	0.10	—	441	441	0.02	0.02	1.76	448
Vendor	0.03	0.02	0.78	0.28	< 0.005	0.01	0.15	0.16	0.01	0.04	0.05	—	579	579	0.01	0.09	1.57	606
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

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Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.24	0.22	0.20	2.23	0.00	0.00	0.41	0.41	0.00	0.10	0.10	—	393	393	0.01	0.02	0.05	399
Vendor	0.03	0.02	0.83	0.29	< 0.005	0.01	0.15	0.16	0.01	0.04	0.05	—	579	579	0.01	0.09	0.04	605
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.10	0.09	0.07	0.92	0.00	0.00	0.16	0.16	0.00	0.04	0.04	—	161	161	< 0.005	0.01	0.30	163
Vendor	0.01	0.01	0.32	0.11	< 0.005	< 0.005	0.06	0.06	< 0.005	0.02	0.02	—	230	230	< 0.005	0.03	0.27	240
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.01	0.17	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	26.6	26.6	< 0.005	< 0.005	0.05	27.1
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	38.1	38.1	< 0.005	0.01	0.04	39.8
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.8. Building Construction (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.74	0.74	< 0.005	0.07	0.07	—	8.59	8.59	< 0.005	< 0.005	0.02	9.02
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.74	0.74	< 0.005	0.07	0.07	—	8.63	8.63	< 0.005	< 0.005	< 0.005	9.04
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.53	0.45	4.15	5.18	0.01	0.17	—	0.17	0.16	—	0.16	—	953	953	0.04	0.01	—	956
Onsite truck	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	0.27	0.27	< 0.005	0.03	0.03	—	3.42	3.42	< 0.005	< 0.005	< 0.005	3.59
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.08	0.76	0.95	< 0.005	0.03	—	0.03	0.03	—	0.03	—	158	158	0.01	< 0.005	—	158
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.05	0.05	< 0.005	0.01	0.01	—	0.57	0.57	< 0.005	< 0.005	< 0.005	0.59
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.26	0.24	0.15	2.72	0.00	0.00	0.38	0.38	0.00	0.09	0.09	—	409	409	0.02	0.02	1.63	416
Vendor	0.03	0.02	0.78	0.28	< 0.005	0.01	0.15	0.16	0.01	0.04	0.05	—	579	579	0.01	0.09	1.57	606
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.24	0.22	0.19	2.12	0.00	0.00	0.38	0.38	0.00	0.09	0.09	—	365	365	0.01	0.02	0.04	370
Vendor	0.03	0.02	0.83	0.29	< 0.005	0.01	0.15	0.16	0.01	0.04	0.05	—	579	579	0.01	0.09	0.04	605
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.09	0.07	0.87	0.00	0.00	0.15	0.15	0.00	0.03	0.03	—	149	149	< 0.005	0.01	0.28	152
Vendor	0.01	0.01	0.32	0.11	< 0.005	< 0.005	0.06	0.06	< 0.005	0.02	0.02	—	230	230	< 0.005	0.03	0.27	240

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.01	0.16	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	24.7	24.7	< 0.005	< 0.005	0.05	25.1
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	38.1	38.1	< 0.005	0.01	0.04	39.8
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.9. Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.95	0.80	7.45	9.98	0.01	0.35	—	0.35	0.32	—	0.32	—	1,511	1,511	0.06	0.01	—	1,517
Paving	0.89	0.89	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.34	0.45	< 0.005	0.02	—	0.02	0.01	—	0.01	—	68.0	68.0	< 0.005	< 0.005	—	68.3
Paving	0.04	0.04	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.06	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	11.3	11.3	< 0.005	< 0.005	—	11.3

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Paving	0.01	0.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.06	0.62	0.00	0.00	0.11	0.11	0.00	0.03	0.03	—	110	110	< 0.005	< 0.005	0.01	111
Vendor	< 0.005	< 0.005	0.07	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	45.3	45.3	< 0.005	0.01	< 0.005	47.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	5.08	5.08	< 0.005	< 0.005	0.01	5.16
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.04	2.04	< 0.005	< 0.005	< 0.005	2.13
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.84	0.84	< 0.005	< 0.005	< 0.005	0.85
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.34	0.34	< 0.005	< 0.005	< 0.005	0.35
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.10. Paving (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.95	0.80	7.45	9.98	0.01	0.35	—	0.35	0.32	—	0.32	—	1,511	1,511	0.06	0.01	—	1,517
Paving	0.89	0.89	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.34	0.45	< 0.005	0.02	—	0.02	0.01	—	0.01	—	68.0	68.0	< 0.005	< 0.005	—	68.3
Paving	0.04	0.04	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.06	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	11.3	11.3	< 0.005	< 0.005	—	11.3
Paving	0.01	0.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.05	0.59	0.00	0.00	0.11	0.11	0.00	0.02	0.02	—	102	102	< 0.005	< 0.005	0.01	103
Vendor	< 0.005	< 0.005	0.07	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	45.3	45.3	< 0.005	0.01	< 0.005	47.3
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	< 0.005	< 0.005	< 0.005	0.03	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.72	4.72	< 0.005	< 0.005	0.01	4.79
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.04	2.04	< 0.005	< 0.005	< 0.005	2.13
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.78	0.78	< 0.005	< 0.005	< 0.005	0.79
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.34	0.34	< 0.005	< 0.005	< 0.005	0.35
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.11. Paving (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.91	0.76	7.12	9.94	0.01	0.32	—	0.32	0.29	—	0.29	—	1,511	1,511	0.06	0.01	—	1,516
Paving	0.89	0.89	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.07	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	14.8	14.8	< 0.005	< 0.005	—	14.8
Paving	0.01	0.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.45	2.45	< 0.005	< 0.005	—	2.46
Paving	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.06	0.05	0.57	0.00	0.00	0.11	0.11	0.00	0.03	0.03	—	107	107	< 0.005	< 0.005	0.01	109
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	44.5	44.5	< 0.005	0.01	< 0.005	46.5
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.08	1.08	< 0.005	< 0.005	< 0.005	1.10
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.43	0.43	< 0.005	< 0.005	< 0.005	0.46
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.18	0.18	< 0.005	< 0.005	< 0.005	0.18
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.07	0.07	< 0.005	< 0.005	< 0.005	0.08
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.12. Paving (2026) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.91	0.76	7.12	9.94	0.01	0.32	—	0.32	0.29	—	0.29	—	1,511	1,511	0.06	0.01	—	1,516
Paving	0.89	0.89	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.07	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	14.8	14.8	< 0.005	< 0.005	—	14.8
Paving	0.01	0.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.02	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.45	2.45	< 0.005	< 0.005	—	2.46
Paving	< 0.005	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.06	0.05	0.54	0.00	0.00	0.11	0.11	0.00	0.02	0.02	—	99.7	99.7	< 0.005	< 0.005	0.01	101
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	44.5	44.5	< 0.005	0.01	< 0.005	46.5

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Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.00	1.00	< 0.005	< 0.005	< 0.005	1.02
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.43	0.43	< 0.005	< 0.005	< 0.005	0.46
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.17	0.17	< 0.005	< 0.005	< 0.005	0.17
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.07	0.07	< 0.005	< 0.005	< 0.005	0.08
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.13. Architectural Coating (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.12	0.86	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	40.3	40.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.37	0.37	< 0.005	0.04	0.04	—	5.12	5.12	< 0.005	< 0.005	< 0.005	5.37
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.01	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.32	7.32	< 0.005	< 0.005	—	7.34
Architectural Coatings	2.21	2.21	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	< 0.005	—	0.28	0.28	< 0.005	< 0.005	< 0.005	0.29
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.21	1.21	< 0.005	< 0.005	—	1.22
Architectural Coatings	0.40	0.40	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.05	0.05	< 0.005	< 0.005	< 0.005	0.05
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.03	0.41	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	77.0	77.0	< 0.005	< 0.005	0.01	78.1
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	44.5	44.5	< 0.005	0.01	< 0.005	46.5
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.35	4.35	< 0.005	< 0.005	0.01	4.42
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.44	2.44	< 0.005	< 0.005	< 0.005	2.55
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.72	0.72	< 0.005	< 0.005	< 0.005	0.73

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Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.40	0.40	< 0.005	< 0.005	< 0.005	0.42
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.14. Architectural Coating (2026) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.12	0.86	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	40.3	40.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	0.37	0.37	< 0.005	0.04	0.04	—	5.12	5.12	< 0.005	< 0.005	< 0.005	5.37
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.32	7.32	< 0.005	< 0.005	—	7.34
Architectural Coatings	2.21	2.21	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.02	0.02	< 0.005	< 0.005	< 0.005	—	0.28	0.28	< 0.005	< 0.005	< 0.005	0.29
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.21	1.21	< 0.005	< 0.005	—	1.22

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Architect Coatings	0.40	0.40	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.05	0.05	< 0.005	< 0.005	< 0.005	0.05
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.03	0.39	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	71.5	71.5	< 0.005	< 0.005	0.01	72.6
Vendor	< 0.005	< 0.005	0.06	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	44.5	44.5	< 0.005	0.01	< 0.005	46.5
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.04	4.04	< 0.005	< 0.005	0.01	4.10
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.44	2.44	< 0.005	< 0.005	< 0.005	2.55
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.67	0.67	< 0.005	< 0.005	< 0.005	0.68
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.40	0.40	< 0.005	< 0.005	< 0.005	0.42
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	1.69	1.59	1.22	10.6	0.02	0.02	1.81	1.83	0.02	0.46	0.48	—	2,191	2,191	0.10	0.11	8.07	2,235
Unrefrigerated Warehouse-No Rail	0.30	0.28	0.22	1.89	< 0.005	< 0.005	0.32	0.33	< 0.005	0.08	0.09	—	391	391	0.02	0.02	1.44	399
Total	1.99	1.88	1.43	12.5	0.03	0.02	2.13	2.15	0.02	0.54	0.56	—	2,583	2,583	0.12	0.13	9.51	2,634
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	1.52	1.42	1.39	9.36	0.02	0.02	1.81	1.83	0.02	0.46	0.48	—	2,022	2,022	0.12	0.12	0.21	2,061
Unrefrigerated Warehouse-No Rail	0.27	0.25	0.25	1.67	< 0.005	< 0.005	0.32	0.33	< 0.005	0.08	0.09	—	361	361	0.02	0.02	0.04	368
Total	1.79	1.67	1.64	11.0	0.02	0.02	2.13	2.15	0.02	0.54	0.56	—	2,384	2,384	0.14	0.14	0.25	2,429
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	0.21	0.20	0.18	1.28	< 0.005	< 0.005	0.25	0.25	< 0.005	0.06	0.07	—	259	259	0.01	0.01	0.44	264
Unrefrigerated Warehouse-No Rail	0.05	0.05	0.04	0.30	< 0.005	< 0.005	0.06	0.06	< 0.005	0.01	0.02	—	61.1	61.1	< 0.005	< 0.005	0.10	62.3
Total	0.26	0.25	0.22	1.58	< 0.005	< 0.005	0.30	0.31	< 0.005	0.08	0.08	—	320	320	0.02	0.02	0.54	326

4.1.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	1.69	1.59	1.22	10.6	0.02	0.02	1.81	1.83	0.02	0.46	0.48	—	2,191	2,191	0.10	0.11	8.07	2,235
Unrefrigerated Warehouse-No Rail	0.30	0.28	0.22	1.89	< 0.005	< 0.005	0.32	0.33	< 0.005	0.08	0.09	—	391	391	0.02	0.02	1.44	399
Total	1.99	1.88	1.43	12.5	0.03	0.02	2.13	2.15	0.02	0.54	0.56	—	2,583	2,583	0.12	0.13	9.51	2,634
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	1.52	1.42	1.39	9.36	0.02	0.02	1.81	1.83	0.02	0.46	0.48	—	2,022	2,022	0.12	0.12	0.21	2,061
Unrefrigerated Warehouse-No Rail	0.27	0.25	0.25	1.67	< 0.005	< 0.005	0.32	0.33	< 0.005	0.08	0.09	—	361	361	0.02	0.02	0.04	368
Total	1.79	1.67	1.64	11.0	0.02	0.02	2.13	2.15	0.02	0.54	0.56	—	2,384	2,384	0.14	0.14	0.25	2,429
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	0.21	0.20	0.18	1.28	< 0.005	< 0.005	0.25	0.25	< 0.005	0.06	0.07	—	259	259	0.01	0.01	0.44	264

Unrefrigerated Warehouse-No	0.05	0.05	0.04	0.30	< 0.005	< 0.005	0.06	0.06	< 0.005	0.01	0.02	—	61.1	61.1	< 0.005	< 0.005	0.10	62.3
Total	0.26	0.25	0.22	1.58	< 0.005	< 0.005	0.30	0.31	< 0.005	0.08	0.08	—	320	320	0.02	0.02	0.54	326

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	1,709	1,709	0.14	0.02	—	1,718
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	—	214	214	0.02	< 0.005	—	215
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	1,923	1,923	0.16	0.02	—	1,933
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	1,709	1,709	0.14	0.02	—	1,718

Unrefrigerated Warehou Rail	—	—	—	—	—	—	—	—	—	—	—	—	214	214	0.02	< 0.005	—	215
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	1,923	1,923	0.16	0.02	—	1,933
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	283	283	0.02	< 0.005	—	284
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	—	35.4	35.4	< 0.005	< 0.005	—	35.6
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	318	318	0.03	< 0.005	—	320

4.2.2. Electricity Emissions By Land Use - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	1,709	1,709	0.14	0.02	—	1,718

Unrefrigerated Warehouse-No	—	—	—	—	—	—	—	—	—	—	—	—	214	214	0.02	< 0.005	—	215
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	1,923	1,923	0.16	0.02	—	1,933
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	1,709	1,709	0.14	0.02	—	1,718
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	—	214	214	0.02	< 0.005	—	215
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	1,923	1,923	0.16	0.02	—	1,933
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	283	283	0.02	< 0.005	—	284
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	—	35.4	35.4	< 0.005	< 0.005	—	35.6
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	318	318	0.03	< 0.005	—	320

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	799	799	0.07	< 0.005	—	801
Unrefrigerated Warehouse-No Rail	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	799	799	0.07	< 0.005	—	801
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	799	799	0.07	< 0.005	—	801
Unrefrigerated Warehouse-No Rail	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	799	799	0.07	< 0.005	—	801
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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General Office Building	0.01	0.01	0.12	0.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	132	132	0.01	< 0.005	—	133
Unrefrigerated Warehouse-No Rail	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.01	0.01	0.12	0.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	132	132	0.01	< 0.005	—	133

4.2.4. Natural Gas Emissions By Land Use - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	799	799	0.07	< 0.005	—	801
Unrefrigerated Warehouse-No Rail	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	799	799	0.07	< 0.005	—	801
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

General Office Building	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	799	799	0.07	< 0.005	—	801
Unrefrigerated Warehouse-No Rail	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.07	0.04	0.67	0.56	< 0.005	0.05	—	0.05	0.05	—	0.05	—	799	799	0.07	< 0.005	—	801
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	0.01	0.01	0.12	0.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	132	132	0.01	< 0.005	—	133
Unrefrigerated Warehouse-No Rail	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.01	0.01	0.12	0.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	132	132	0.01	< 0.005	—	133

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Consum Products	3.36	3.36	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.22	0.22	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.21	1.11	0.06	6.78	< 0.005	0.01	—	0.01	0.01	—	0.01	—	27.9	27.9	< 0.005	< 0.005	—	28.0
Total	4.79	4.70	0.06	6.78	< 0.005	0.01	—	0.01	0.01	—	0.01	—	27.9	27.9	< 0.005	< 0.005	—	28.0
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	3.36	3.36	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.22	0.22	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	3.58	3.58	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.61	0.61	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.04	0.04	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.11	0.10	0.01	0.61	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.28	2.28	< 0.005	< 0.005	—	2.29
Total	0.76	0.75	0.01	0.61	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.28	2.28	< 0.005	< 0.005	—	2.29

4.3.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	3.36	3.36	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.22	0.22	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.21	1.11	0.06	6.78	< 0.005	0.01	—	0.01	0.01	—	0.01	—	27.9	27.9	< 0.005	< 0.005	—	28.0
Total	4.79	4.70	0.06	6.78	< 0.005	0.01	—	0.01	0.01	—	0.01	—	27.9	27.9	< 0.005	< 0.005	—	28.0
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	3.36	3.36	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.22	0.22	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	3.58	3.58	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.61	0.61	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.04	0.04	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Landscape Equipme	0.11	0.10	0.01	0.61	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.28	2.28	< 0.005	< 0.005	—	2.29
Total	0.76	0.75	0.01	0.61	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.28	2.28	< 0.005	< 0.005	—	2.29

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67

Unrefrigerated Warehouse-No	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	0.13	0.23	0.36	0.01	< 0.005	—	0.77
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	0.13	0.23	0.36	0.01	< 0.005	—	0.77

4.4.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67

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Unrefrigerated Warehouse-No	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	0.76	1.39	2.16	0.08	< 0.005	—	4.67
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	0.13	0.23	0.36	0.01	< 0.005	—	0.77
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	—	0.13	0.23	0.36	0.01	< 0.005	—	0.77

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4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	19.5	0.00	19.5	1.95	0.00	—	68.4
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	19.8	0.00	19.8	1.97	0.00	—	69.1
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	39.3	0.00	39.3	3.93	0.00	—	138
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	19.5	0.00	19.5	1.95	0.00	—	68.4
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	19.8	0.00	19.8	1.97	0.00	—	69.1
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

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Total	—	—	—	—	—	—	—	—	—	—	—	39.3	0.00	39.3	3.93	0.00	—	138
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	3.24	0.00	3.24	0.32	0.00	—	11.3
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	3.27	0.00	3.27	0.33	0.00	—	11.4
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	6.51	0.00	6.51	0.65	0.00	—	22.8

4.5.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	19.5	0.00	19.5	1.95	0.00	—	68.4
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	19.8	0.00	19.8	1.97	0.00	—	69.1
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	39.3	0.00	39.3	3.93	0.00	—	138

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Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	19.5	0.00	19.5	1.95	0.00	—	68.4
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	19.8	0.00	19.8	1.97	0.00	—	69.1
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	39.3	0.00	39.3	3.93	0.00	—	138
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	3.24	0.00	3.24	0.32	0.00	—	11.3
Unrefrigerated Warehouse-No Rail	—	—	—	—	—	—	—	—	—	—	—	3.27	0.00	3.27	0.33	0.00	—	11.4
Other Asphalt Surfaces	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	6.51	0.00	6.51	0.65	0.00	—	22.8

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.05	0.05
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.05	0.05

4.6.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.28	0.28
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.05	0.05
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.05	0.05

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.7.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Sequest	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Remove d	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequest ered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Remove d	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequest ered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Remove d	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.4. Soil Carbon Accumulation By Vegetation Type - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.5. Above and Belowground Carbon Accumulation by Land Use Type - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.6. Avoided and Sequestered Emissions by Species - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Remove	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Demolition	Demolition	3/31/2025	4/11/2025	5.00	10.0	Removal of existing building, fencing, and other structures
Site Preparation	Site Preparation	4/15/2025	4/28/2025	5.00	10.0	Removing of vegetation
Grading	Grading	4/29/2025	5/19/2025	5.00	15.0	Excavation of building footprints and driveways
Building Construction	Building Construction	5/20/2025	12/8/2025	5.00	145	Construction of nine storage structures
Paving	Paving	12/9/2025	1/5/2026	5.00	20.0	Installation of asphalt over exposed areas
Architectural Coating	Architectural Coating	1/6/2026	2/2/2026	5.00	20.0	Painting of all exterior and limited interior surfaces

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Demolition	Excavators	Diesel	Average	3.00	8.00	36.0	0.38
Demolition	Rubber Tired Dozers	Diesel	Average	2.00	8.00	367	0.40

Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Grading	Tractors/Loaders/Backhoes	Diesel	Average	3.00	8.00	84.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

5.2.2. Mitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Demolition	Excavators	Diesel	Average	3.00	8.00	36.0	0.38
Demolition	Rubber Tired Dozers	Diesel	Average	2.00	8.00	367	0.40
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Excavators	Diesel	Average	1.00	8.00	36.0	0.38

Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Grading	Tractors/Loaders/Backhoes	Diesel	Average	3.00	8.00	84.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	15.0	10.8	LDA,LDT1,LDT2
Demolition	Vendor	2.00	7.17	HHDT,MHDT
Demolition	Hauling	4.90	20.0	HHDT
Demolition	Onsite truck	1.00	0.50	HHDT
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	10.8	LDA,LDT1,LDT2
Site Preparation	Vendor	2.00	7.17	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT

Site Preparation	Onsite truck	2.00	2.00	HHDT
Grading	—	—	—	—
Grading	Worker	15.0	10.8	LDA,LDT1,LDT2
Grading	Vendor	2.00	7.17	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	1.00	2.00	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	53.8	10.8	LDA,LDT1,LDT2
Building Construction	Vendor	25.6	7.17	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	1.00	2.00	HHDT
Paving	—	—	—	—
Paving	Worker	15.0	10.8	LDA,LDT1,LDT2
Paving	Vendor	2.00	7.17	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	0.00	2.00	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	10.8	10.8	LDA,LDT1,LDT2
Architectural Coating	Vendor	2.00	7.17	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	1.00	1.00	HHDT

5.3.2. Mitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	15.0	10.0	LDA,LDT1,LDT2
Demolition	Vendor	2.00	7.17	HHDT,MHDT

Demolition	Hauling	4.90	20.0	HHDT
Demolition	Onsite truck	1.00	0.50	HHDT
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	10.0	LDA,LDT1,LDT2
Site Preparation	Vendor	2.00	7.17	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	2.00	2.00	HHDT
Grading	—	—	—	—
Grading	Worker	15.0	10.0	LDA,LDT1,LDT2
Grading	Vendor	2.00	7.17	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	1.00	2.00	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	53.8	10.0	LDA,LDT1,LDT2
Building Construction	Vendor	25.6	7.17	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	1.00	2.00	HHDT
Paving	—	—	—	—
Paving	Worker	15.0	10.0	LDA,LDT1,LDT2
Paving	Vendor	2.00	7.17	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	0.00	2.00	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	10.8	10.0	LDA,LDT1,LDT2
Architectural Coating	Vendor	2.00	7.17	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	1.00	1.00	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Control Strategies Applied	PM10 Reduction	PM2.5 Reduction
Water unpaved roads twice daily	55%	55%
Limit vehicle speeds on unpaved roads to 25 mph	44%	44%

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	0.00	0.00	234,000	78,000	17,714

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (Cubic Yards)	Material Exported (Cubic Yards)	Acres Graded (acres)	Material Demolished (Building Square Footage)	Acres Paved (acres)
Demolition	0.00	0.00	0.00	4,250	—
Site Preparation	0.00	0.00	15.0	0.00	—
Grading	0.00	0.00	15.0	0.00	—
Paving	0.00	0.00	0.00	0.00	6.78

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	2	61%	61%

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Packet Pg. 1202
6.1.a
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5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
General Office Building	0.00	0%
Unrefrigerated Warehouse-No Rail	0.00	0%
Other Asphalt Surfaces	6.78	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2025	0.00	488	0.03	< 0.005
2026	0.00	392	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
General Office Building	380	86.2	27.3	104,953	2,530	574	182	698,890
Unrefrigerated Warehouse-No Rail	67.9	67.9	67.9	24,769	452	452	452	164,939

5.9.2. Mitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
General Office Building	380	86.2	27.3	104,953	2,530	574	182	698,890
Unrefrigerated Warehouse-No Rail	67.9	67.9	67.9	24,769	452	452	452	164,939

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.1.2. Mitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	234,000	78,000	17,714

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.10.4. Landscape Equipment - Mitigated

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)

General Office Building	1,591,200	392	0.0330	0.0040	2,492,100
Unrefrigerated Warehouse-No Rail	198,900	392	0.0330	0.0040	0.00
Other Asphalt Surfaces	0.00	392	0.0330	0.0040	0.00

5.11.2. Mitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
General Office Building	1,591,200	392	0.0330	0.0040	2,492,100
Unrefrigerated Warehouse-No Rail	198,900	392	0.0330	0.0040	0.00
Other Asphalt Surfaces	0.00	392	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
General Office Building	397,800	0.00
Unrefrigerated Warehouse-No Rail	0.00	0.00
Other Asphalt Surfaces	0.00	612

5.12.2. Mitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
General Office Building	397,800	0.00
Unrefrigerated Warehouse-No Rail	0.00	0.00
Other Asphalt Surfaces	0.00	612

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
General Office Building	36.3	—
Unrefrigerated Warehouse-No Rail	36.7	—
Other Asphalt Surfaces	0.00	—

5.13.2. Mitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
General Office Building	36.3	—
Unrefrigerated Warehouse-No Rail	36.7	—
Other Asphalt Surfaces	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
General Office Building	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00
General Office Building	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0

5.14.2. Mitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
General Office Building	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00

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General Office Building	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor

5.15.2. Mitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)

5.17. User Defined

Equipment Type	Fuel Type

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1.2. Mitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.1.2. Mitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

5.18.2.2. Mitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

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Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	21.5	annual days of extreme heat
Extreme Precipitation	1.85	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	1	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	0	0	0	N/A
Drought	0	0	0	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

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6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	1	1	1	2
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	1	1	1	2
Drought	1	1	1	2
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	67.9
AQ-PM	55.2
AQ-DPM	66.1
Drinking Water	97.8
Lead Risk Housing	25.9

Pesticides	85.4
Toxic Releases	47.3
Traffic	39.3
Effect Indicators	—
CleanUp Sites	63.7
Groundwater	54.5
Haz Waste Facilities/Generators	69.4
Impaired Water Bodies	0.00
Solid Waste	0.00
Sensitive Population	—
Asthma	48.8
Cardio-vascular	34.4
Low Birth Weights	7.06
Socioeconomic Factor Indicators	—
Education	45.2
Housing	26.7
Linguistic	28.0
Poverty	51.1
Unemployment	19.6

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	38.41909406
Employed	19.97946875
Median HI	35.35223919

Education	—
Bachelor's or higher	37.80315668
High school enrollment	9.880662133
Preschool enrollment	31.09200565
Transportation	—
Auto Access	28.53843193
Active commuting	12.92185294
Social	—
2-parent households	40.25407417
Voting	50.1347363
Neighborhood	—
Alcohol availability	58.14192224
Park access	60.65699987
Retail density	66.43141281
Supermarket access	74.25895034
Tree canopy	74.54125497
Housing	—
Homeownership	47.73514693
Housing habitability	34.94161427
Low-inc homeowner severe housing cost burden	91.26138843
Low-inc renter severe housing cost burden	12.03644296
Uncrowded housing	49.60862312
Health Outcomes	—
Insured adults	63.35172591
Arthritis	10.3
Asthma ER Admissions	51.0
High Blood Pressure	12.9

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Cancer (excluding skin)	25.9
Asthma	21.6
Coronary Heart Disease	17.4
Chronic Obstructive Pulmonary Disease	11.3
Diagnosed Diabetes	43.0
Life Expectancy at Birth	9.7
Cognitively Disabled	19.2
Physically Disabled	11.3
Heart Attack ER Admissions	53.6
Mental Health Not Good	31.0
Chronic Kidney Disease	20.1
Obesity	21.1
Pedestrian Injuries	19.6
Physical Health Not Good	32.1
Stroke	22.5
Health Risk Behaviors	—
Binge Drinking	41.7
Current Smoker	24.8
No Leisure Time for Physical Activity	41.3
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	47.4
Elderly	31.3
English Speaking	93.2
Foreign-born	16.1
Outdoor Workers	27.4

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Climate Change Adaptive Capacity	—
Impervious Surface Cover	46.0
Traffic Density	49.7
Traffic Access	0.0
Other Indices	—
Hardship	65.5
Other Decision Support	—
2016 Voting	49.9

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	41.0
Healthy Places Index Score for Project Location (b)	28.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

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Screen	Justification
Land Use	Building 1 is a planned three story structure. Footprint is 39,000 SF but total building area is 117,000 SF
Construction: Construction Phases	It is anticipated that demolition of onsite structures would occur in 2025 around the same time as site prep work.
Operations: Energy Use	General office building - will be a temperature controlled storage facility that primarily uses electricity for cooling and hot water heater (for public/staff restroom only) and natural gas for heating. Electricity Rate is based on 2018 CBECS Survey results for Office space (Annual consumption - 13.6 kWh/sf for electricity; 21.3 cubic feet/sf for natural gas) Unrefrigerated Warehouse - will be non-temperature controlled storage buildings that will primarily use electricity for lights only. Rate is based on 2018 CBECS Survey results for self storage spaces (Annual consumption 5.1 kWh/sf)
Operations: Water and Waste Water	Self Storage facilities will have minimal water use, estimated at 3.4 gallons per square foot per USEPA WaterSense Report (June 2023; US Water Use Intensity by Property Type).

CENTRAL CALIFORNIA INFORMATION CENTER
California Historical Resources Information System
Department of Anthropology – California State University, Stanislaus
One University Circle, Turlock, California 95382
(209) 667-3307

Alpine, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus & Tuolumne Counties

Date: 7/28/2023

Records Search File #: 12610N
Project: Rezone Application, Stanislaus County
APN 046-010-024 & 046-010-016, NE ¼
Section 5, T3S R9E

Zulema Longoria, Planner
AMERCO Real Estate Company
2727 N. Central Avenue
Phoenix, AZ 85004
602-263-6502 zulema_longoria@uhaul.com

Dear Ms. Longoria:

We have conducted a non-confidential extended records search as per your request for the above-referenced project area located on the Riverbank USGS 7.5-minute quadrangle map in Stanislaus County.

Search of our files includes review of our maps for the specific project area and the immediate vicinity of the project area, and review of the following:

National Register of Historic Places (NRHP)
California Register of Historical Resources (CRHR)
California Inventory of Historic Resources (1976)
California Historical Landmarks
California Points of Historical Interest listing
Office of Historic Preservation Built Environment Resource Directory (BERD) and the Archaeological Resources Directory (ARD)
Survey of Surveys (1989)
Caltrans State and Local Bridges Inventory
General Land Office Plats
Other pertinent historic data available at the CCaIC for each specific county

The following details the results of the records search:

Prehistoric or historic resources within the project area:

- There are no prehistoric or historic archaeological resources formally reported to the Information Center.

- There is one formally recorded 1920s Craftsman-style house with a detached garage at 4843 McHenry Avenue (P-50-002261) (CCaIC Report ST-05502). When this resource was recorded it was being used as the office and out-buildings for Roberts Auto Sales.

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The resource has a National Register of Historic Places (NRHP) status rating of "6Z"- found ineligible for the NRHP, the California Register of Historical Resources, and for local listing through survey evaluation.

- The General Land Office survey plat for T3S R9E (dated 1854) shows the NE ¼ of Section 5 divided into two parcels, 80 acres on the south and 83.81 acres on the north.
- The Official Map of the County of Stanislaus, California (1906) shows the historic landowner at that time as "D. T. Bangs".
- The 1916 edition of the Riverbank USGS map shows the alignment of McHenry Ave.
- The 1953 edition of the Riverbank USGS quadrangle shows buildings, and orchard and the alignment of McHenry and Kiernan avenues.
- The 1969 edition of the Riverbank USGS quadrangle references additional buildings within the project area.

Prehistoric or historic resources within the immediate vicinity of the project area: None have been formally reported, but we caution that prehistoric and historic archaeological resources have been found in subsurface context elsewhere with the City of Modesto.

Resources that are known to have value to local cultural groups: None has been formally reported to the Information Center.

Previous investigations within the project area: No project-specific survey has been conducted, but six reports document larger investigations that included the project area:

Sharp, J., K. Hovey, and L. Nishimura (Caltrans District 10)
1999 *Department of Transportation Negative Archaeological Survey Report, 10-STA-219, P.M. 0.1/4.9.*
CCaIC Report ST-03697

Sharp, J. (California Department of Transportation)
2000 *Department of Transportation Negative Archaeological Survey Report- First Supplemental Survey, 10-STA-219, P.M. 0.1/4.9, EA 0A8700, Widening of Route 219.*
CCaIC Report ST-04054

Leach-Palm, L., P. Mikkelsen, J. King, J. Hatch, and B. Larson (Far Western Anthropological Research Group, Inc.; for Caltrans District 10)
2004 *Cultural Resources Inventory of Caltrans District 10 Rural Conventional Highways; Volume l: Summary of Methods and Findings.*
CCaIC Report ST-05498

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Rosenthal, J. S. and J. Meyer (Far Western Anthropological Research Group, Inc.; for Caltrans District 10)

2004 *Cultural Resources Inventory of Caltrans District 10 Rural Conventional Highways; Volume III: Geoarchaeological Study.*
CCaIC Report ST-05501

Leach-Palm, L., J. King, J. Hatch, and B. Larson (Far Western Anthropological Group, Inc. et al.; for Caltrans District 10)

2004 *Cultural Resources Inventory of Caltrans District 10 Rural Conventional Highways; Volume II G: Stanislaus County.*
CCaIC Report ST-05502

Waechter, S. and M. Bunse (Far Western A.R.G, Inc.& JRP Historical Consulting; for Circle Point and Stanislaus Council of Governments)

2007 *North County Corridor Environmental Constraints Analysis: Cultural Resources.*
CCaIC Report ST-07244

Recommendations/Comments:

Please be advised that a historical resource is defined as a building, structure, object, prehistoric or historic archaeological site, or district possessing physical evidence of human activities over 45 years old.

If the current project does not include ground disturbance, further study for archaeological resources is not recommended at this time. If ground disturbance is considered a part of the current project, we recommend further review for the possibility of identifying prehistoric or historic-era archaeological resources.

If the proposed project contains buildings or structures that meet the minimum age requirement (45 years in age or older) it is recommended that the resource/s be assessed by a professional familiar with architecture and history of the county. Review of the available historic building/structure data has included only those sources listed above and should not be considered comprehensive.

If at any time you might require the services of a qualified professional the Statewide Referral List for Historical Resources Consultants is posted for your use on the internet at http://chrisinfo.org

If archaeological resources are encountered during project-related activities, work should be temporarily halted in the vicinity of the discovered materials and workers should avoid altering the materials and their context until a qualified professional archaeologist has evaluated the situation and provided appropriate recommendations. Project personnel should not collect cultural resources.

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If human remains are discovered, California Health and Safety Code Section 7050.5 requires you to protect the discovery and notify the county coroner, who will determine if the find is Native American. If the remains are recognized as Native American, the coroner shall then notify the Native American Heritage Commission (NAHC). California Public Resources Code Section 5097.98 authorizes the NAHC to appoint a Most Likely Descendant (MLD) who will make recommendations for the treatment of the discovery.

Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the State Office of Historic Preservation are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area. Additionally, Native American tribes have historical resource information not in the CHRIS Inventory, and you should contact the California Native American Heritage Commission for information on local/regional tribal contacts.

The California Office of Historic Preservation (OHP) contracts with the California Historical Resources Information System's (CHRIS) regional Information Centers (ICs) to maintain information in the CHRIS inventory and make it available to local, state, and federal agencies, cultural resource professionals, Native American tribes, researchers, and the public. Recommendations made by IC coordinators or their staff regarding the interpretation and application of this information are advisory only. Such recommendations do not necessarily represent the evaluation or opinion of the State Historic Preservation Officer in carrying out the OHP's regulatory authority under federal and state law.

We thank you for contacting this office regarding historical resource preservation. Please let us know when we can be of further service. Thank you for sending the signed **Access Agreement Short Form.**

Note: Billing will be transmitted separately via email from the Financial Services office ($150.00), payable within 60 days of receipt of the invoice.

If you wish to include payment by Credit Card, you must wait to receive the official invoice from Financial Services so that you can reference the CMP # (Invoice Number), and then contact the link below:

https://commerce.cashnet.com/ANTHROPOLOGY

Sincerely,

E. A. Greathouse

E. A. Greathouse, Coordinator
Central California Information Center
California Historical Resources Information System

* Invoice Request sent to: ARBilling@csustan.edu, CSU Stanislaus Financial Services

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DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPME
1010 10TH Street, Suite 3400, Modesto, CA 95354
Planning Phone: (209) 525-6330 Fax: (209) 525-5911
Building Phone: (209) 525-6557 Fax: (209) 525-7759

NEGATIVE DECLARATION

NAME OF PROJECT: Rezone Application No. PLN2023-0093 – U-Haul

LOCATION OF PROJECT: 4843 McHenry Avenue (State Route 108), between Kiernan Avenue (State Route 219) and Bang Avenue, within the Sphere of Influence of the City of Modesto. APNs: 046-010-016 and 046-010-024.

PROJECT DEVELOPERS: Chris Trudell, U-Haul
255A Northgate Drive
Manteca, CA 95336

DESCRIPTION OF PROJECT: Request to rezone two parcels totaling 8.57± acres from Planned Development (P-D) (254) and General Agriculture (A-2-10) to a new P-D, to allow for development of a mini-storage and moving vehicle rental facility.

Based upon the Initial Study, dated **March 5, 2025**, the Environmental Coordinator finds as follows:

1. This project does not have the potential to degrade the quality of the environment, nor to curtail the diversity of the environment.

2. This project will not have a detrimental effect upon either short-term or long-term environmental goals.

3. This project will not have impacts which are individually limited but cumulatively considerable.

4. This project will not have environmental impacts which will cause substantial adverse effects upon human beings, either directly or indirectly.

The Initial Study and other environmental documents are available for public review at the Department of Planning and Community Development, 1010 10th Street, Suite 3400, Modesto, California.

Initial Study prepared by: Kristen Anaya, Senior Planner

Submit comments to: Stanislaus County
Planning and Community Development Department
1010 10th Street, Suite 3400
Modesto, California 95354

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

commercialarch

April 8, 2025

Kristen Anaya, Senior Planner
Stanislaus County Department of Planning and Community Development
1010 10th Street, Suite 3400
Modesto, CA 95354

RE: CEQA Referral Comments on Rezone Application No. PLN2023-0093 – U-Haul

Dear Ms. Anaya,

On behalf of the owner of Stanislaus County Assessor Parcel Number (APN) 046-010-017, we respectfully submit the following comments regarding the Initial Study and proposed Negative Declaration for Rezone Application No. PLN2023-0093 – U-Haul, located at 4843 McHenry Avenue.

We appreciate the opportunity to participate in the public review process and wish to bring forward two items for the County's consideration and incorporation into the project conditions and analysis:

1. Cul-de-sac Access Through APN 046-010-017
   It has come to our attention that the project materials may indicate a proposed cul-de-sac connection extending into or across APN 046-010-017. We respectfully request that this proposed road be clearly labeled as "Future" and that it not be approved for construction or access unless and until a formal development application is submitted for our parcel (046-010-017). Installation of this road would be premature, potentially impact the future development potential of our property, and would constitute an unnecessary encumbrance.

2. Impact of North County Corridor, Phase 4 on APN 046-010-024
   We would also like to ensure that the applicant is aware of the County's long-range plans for the North County Corridor project. Based on current corridor planning, Phase 4 of this County-wide transportation improvement is expected to significantly affect the existing layout of APN 046-010-024. It is our understanding that a substantial portion of this parcel may be required for the future roadway right-of-way, potentially eliminating a significant portion of the proposed building and/or site improvements. We encourage the County to disclose this potential future impact to the applicant and ensure the project's design and entitlements are aligned with the anticipated changes in access and property configuration due to the North County Corridor.

Thank you for your consideration of these important items. We ask that both concerns be addressed in the final documentation and project conditions to ensure appropriate coordination of development activity in this area.

Please feel free to contact us with any questions or for additional clarification.
Sincerely,

Sincerely,

Stacey Wellnitz, Architect
swellnitz@commercialarch.com

cc: Dennis Noland, Doug Roberts, Dennis Wilson

209.571.8158

616 14th street
modesto • california • 95354

www.commercialarch.com

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

39-PM-12

PARCEL MAP

BEING A DIVISION OF PARCEL "B" AS SHOWN ON THE MAP FILED IN BOOK 32 OF PARCEL MAPS, AT PAGE 67, STANISLAUS COUNTY RECORDS, AND LYING IN THE NORTHEAST QUARTER OF SECTION 5, T.3S., R.9E., M.D.B.&M. STANISLAUS COUNTY, CALIFORNIA.

SCALE: 1" = 150' DECEMBER, 1986

MID-VALLEY ENGINEERING
900 "H" STREET ~ SUITE "G"
MODESTO, CALIFORNIA 95354

OWNERS' CERTIFICATE:

We **JAN LEHMANN** and **ESTHER LEHMANN**, husband and wife as community property as owners; and **SAFECO TITLE INSURANCE COMPANY**, a California corporation as trustee, hereby certify that we are the owners of or have some right, title or interest of record in the land shown on this map, and we consent to the making and filing of this map in the office of the County Recorder of Stanislaus County, California. We also offer for dedication to the modesto irrigation district the 20 foot wide M.I.D. Easement and the 10 foot wide irrigation easement, both as shown on this map.

Dated this 15 day of DECEMBER, 1986.

OWNERS: JAN LEHMANN — ESTHER LEHMANN

TRUSTEE: **SAFECO TITLE INSURANCE COMPANY**, a California corporation
Mary C. Damron, Vice Pres. — Louise E. Eklund, Asst. Sec.

STATE OF CALIFORNIA } SS.
COUNTY OF STANISLAUS }

On this 15th day of DECEMBER, 1986, before me, a Notary Public in and for said County and State, duly sworn and commissioned, personally appeared **JAN LEHMANN** and **ESTHER LEHMANN**,

☐ personally known to me, or
☒ proved to me, on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed it.

Witness my hand and official seal:
Doris A. Gromi
NOTARY PUBLIC

STATE OF CALIFORNIA } SS.
COUNTY OF STANISLAUS }

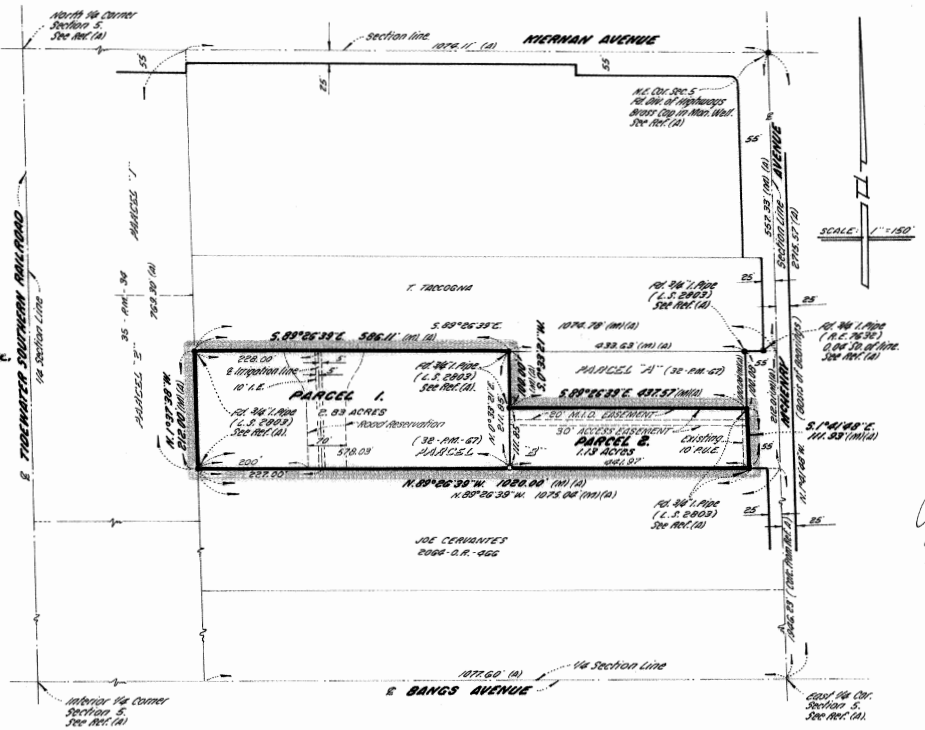
On this 17th day of December, 1986, before me, a Notary Public in and for said County and State, duly sworn and commissioned, personally appeared Mary C. Damron and Louise Eklund,

☒ personally known to me, or
☐ proved to me, on the basis of satisfactory evidence, to be the persons who executed the within instrument as Vice President and Asst. Secretary, respectively of **SAFECO TITLE INSURANCE COMPANY**, a California corporation, or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Witness my hand and official seal:
NOTARY PUBLIC

NOTE:

The signature of the following easement holders have been omitted pursuant to Section 66436 of the Subdivision Map Act:
GRACE E. ENDERS, CAROLINA V. GLASS, GEORGIANNA LYONS, ELIZABETH J. HIGGINS, FRANCES J. WELLS, VITAL W. BANGS, and **CLARENCE R. BANGS,** pertaining to a reservation contained in a petition deed for right of way for the construction of a ditch necessary for the irrigation of any of the other tracts of land, recorded in Vol. 223 of Deeds, Pg. 85, Stanislaus County Records.



SURVEYOR'S STATEMENT:

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance, at the request of **JAN LEHMANN** in April, 1986. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any, and all monuments are of the character and occupy the positions indicated, the monuments are sufficient to enable the survey to be retraced.
Dated this 17th day of December, 1986.

Jimmy G. Bateman
JIMMY G. BATEMAN, L.S. 4685.

COUNTY SURVEYOR'S STATEMENT:

This map conforms to the requirements of the Subdivision Map Act and local ordinance.
Dated this 22nd day of December, 1986.

H. R. CALLAHAN, COUNTY SURVEYOR
By: J. Ray Edwards, deputy

LEGEND:

- —o— Set 3/4" iron pipe with plastic plug in top stamped "L.S. 4685."
- —● Found monument as noted.
- (m) Measured on this survey. All distances are measured unless noted otherwise.
- P.U.E. Public Utility Easement.
- (a) Record as per Bk. 32 of Parcel Maps, Pg. 67, Stan. Co. Records.
- I.E. Irrigation Easement.

TAX COLLECTOR'S CERTIFICATE:

This is to certify that there are no liens for any unpaid State, County, School, municipal or irrigation taxes, or special assessments, except special assessments or taxes not yet payable against the land shown on this map. 046-0139-490

AS TO STATE, COUNTY, SCHOOL OR MUNICIPAL TAXES:
Dated this 17th day of December, 1986.
DON FAIRCHILDS, COUNTY TAX COLLECTOR.
By: Marcia Faircon, deputy.

AS TO IRRIGATION TAXES:
Dated this ____ day of ____, 19__.

TAX COLLECTOR, MODESTO IRRIGATION DISTRICT

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE:

This is to certify that the owners of the property shown on this map have filed with the Board of Supervisors: (Check one)

☐ A. A bond or deposit approved by said Board to secure the payment of taxes and special assessments collected as taxes which are at the time of filing this map, a lien against said property or any part thereof.
☒ B. Receipted tax bill or bills or such other evidence as may be required by said Board showing full payment of all applicable taxes.

Dated this 17th day of December, 1986.

CLAUDIA LEONG, CLERK / MANAGER, BOARD OF SUPERVISORS
By: Patricia A. Hinton, DEPUTY

BASIS OF BEARINGS:

The bearing of N. 1°41'48" W. for the centerline of McHenry Avenue (Section Line) as shown on the map filed in Book 32 of Parcel Maps, at Page 67, Stanislaus County Records, was used as the basis of all bearings shown on this map.

RECORDER'S CERTIFICATE:

Filed this 23 day of Dec, 1986, at 2:20 o'clock P. M., in Book 39 of Parcel Maps, at Page 12, Stanislaus County Records, at the request of **JIMMY G. BATEMAN.**

Instrument No. 45172
Fee 6.00 Paid

DAVID A. WURM, COUNTY RECORDER
By: Pat Seidel, deputy

Stanislaus County File No. 86-35 — Job No. 50-744.8

39-PM-12

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

SUMMARY OF RESPONSES FOR ENVIRONMENTAL REVIEW REFERRALS

PROJECT: REZONE APP. NO. PLN2023-0093 - UHAUL

REFERRED TO:				RESPONDED		RESPONSE			MITIGATION MEASURES		CONDITIONS	
	2 WK	30 DAY	PUBLIC HEARING NOTICE	YES	NO	WILL NOT HAVE SIGNIFICANT IMPACT	MAY HAVE SIGNIFICANT IMPACT	NO COMMENT NON CEQA	YES	NO	YES	NO
CA DEPT OF FISH & WILDLIFE	X	X	X		X							
CA DEPT OF TRANSPORTATION DIST 10	X	X	X		X					X	X	
CA OPR STATE CLEARINGHOUSE	X	X	X		X			X		X		X
CITY OF: MODESTO	X	X	X	X				X		X	X	
FIRE PROTECTION DIST: SALIDA	X	X	X	X				X		X	X	
IRRIGATION DISTRICT: MODESTO	X	X	X	X				X		X	X	
MOSQUITO DISTRICT:EASTSIDE	X	X	X		X					X		X
STAN CO EMERGENCY MEDICAL	X	X	X		X			X		X		X
PACIFIC GAS & ELECTRIC	X	X	X		X			X		X		X
SAN JOAQUIN VALLEY APCD	X	X	X	X				X		X	X	
SCHOOL DISTRICT 1: MODESTO CITY SCHOOLS	X	X	X		X			X		X		X
STAN CO ALUC	X	X	X	X				X		X	X	
STAN CO BUILDING PERMITS DIVISION	X	X	X		X					X		X
STAN CO CEO	X	X	X		X			X		X		X
STAN CO DER	X	X	X	X				X		X	X	
STAN CO DER GROUNDWATER	X	X	X		X					X		X
STAN CO HAZARDOUS MATERIALS	X	X	X	X				X		X	X	
STAN CO PARKS & RECREATION		X	X		X			X		X		X
STAN CO PUBLIC WORKS	X	X	X	X				X		X	X	
STAN CO SHERIFF	X	X	X		X			X		X		X
STAN CO SUPERVISOR DIST #4: GREWAL	X	X	X		X			X		X		X
STAN COUNTY COUNSEL	X	X	X		X			X		X		X
STANISLAUS FIRE PREVENTION BUREAU	X	X	X		X			X		X		X
STANISLAUS LAFCO	X	X	X	X						X	X	
SURROUNDING LAND OWNERS AND RESIDENTS	X	X	X	X				X		X		X
TELEPHONE COMPANY: AT&T	X	X	X		X			X		X		X
TRIBAL CONTACTS (CA Government Code §65352.3)	X	X	X	X				X		X		X
TUOLUMNE RIVER TRUST	X	X	X		X			X		X		X

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

I:\Planning\Staff Reports\REZ\2023\REZ PLN2023-0093 - U-HAUL\Planning Commission\May 1, 2025\Staff Report\Exhibit I - Environmental Review Referrals.xls

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: PLN2023-0093
Application Title: U-Haul
Application Address: Kiernan Ave & McHenry Ave
Application APN: 046-010-024 / 046-010-016

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ☐ No ☒

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes ☐ No ☒
The Property Owner	Yes ☐ No ☒
The Subcontractor	Yes ☐ No ☒
The Applicant's Agent/ Lobbyist	Yes ☐ No ☒

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

4/23/2025
Date

[redacted]
Signature of Applicant

U-Haul Company of Central Valley
Print Firm Name if applicable

Chris Trudell
Print Name of Applicant

Attachment: May 1, 2025 Planning Commission Staff Report (PH REZ APP NO. PLN2023-0093 - U-HAUL)

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
1010 10TH Street, Suite 3400, Modesto, CA 95354
Planning Phone: (209) 525-6330 Fax: (209) 525-5911
Building Phone: (209) 525-6557 Fax: (209) 525-7759

May 1, 2025

MEMO TO: Stanislaus County Planning Commission

FROM: Department of Planning and Community Development

SUBJECT: REZONE APPLICATION NO. PLN2023-0093 – U-HAUL

The subject project proposes to develop a mini-storage warehouse facility on two parcels totaling 8.57± acres. A portion of one of the proposed buildings is proposed to be constructed over an existing Caltrans stormwater drainage basin located on-site; accordingly, the applicant is requesting abandonment of an existing easement and development of a replacement stormwater drainage basin which will serve both Caltrans and the proposed project. At the time that the May 1, 2025 Planning Commission Staff Report was published, the California Department of Transportation (Caltrans) had requested only that encroachment permits be obtained for the proposed driveways and a standard condition had been applied addressing Caltrans' approval for the modification or relocation of the basin (Proposed Development Standards No. 43 and 44). Since publishing of the Staff Report, Caltrans has requested additional development standards to clarify drainage requirements (see Attachment A – *Caltrans Letter, dated April 25, 2025*). The applicant is in agreement with Caltrans' request and, as such, staff is requesting that the Planning Commission add the following development standards:

56. No increase in runoff into State right-of-way shall be permitted to result from alterations to the natural drainage course.

57. Prior to issuance of a grading or building permit, the applicant shall submit the following to Caltrans for review:
    a. An existing topography map;
    b. A comprehensive drainage plan; and
    c. Stormwater calculations demonstrating pre- and post-construction flow conditions.

58. Prior to issuance of a grading or building permit, the applicant shall demonstrate to Caltrans' satisfaction that the proposed project will not significantly impact existing State drainage facilities via one of the following ways:
    a. If undeveloped topography historically directed drainage away from the State right-of-way, no new discharge towards State facilities shall occur; or
    b. If undeveloped topography historically directed drainage into the State right-of-way, this may continue only provided the following conditions are met:
        i. Post-construction peak flows do not exceed pre-construction flows; and
        ii. Site runoff is treated to meet current stormwater quality standards.

Attachment: May 1, 2025 Planning Commission Memo (PH REZ APP NO. PLN2023-0093 - U-HAUL)

RECOMMENDATION

Staff recommends the Planning Commission approve Rezone Application No. PLN2023-0093 – U-Haul, with the inclusion of Development Standards Nos. 56 through 58 as outlined in this Planning Commission Memo.

Attachments:

Attachment A - Caltrans Letter, dated April 25, 2025

Attachment: May 1, 2025 Planning Commission Memo (PH REZ APP NO. PLN2023-0093 - U-HAUL)

CALIFORNIA STATE TRANSPORTATION AGENCY GAVIN NEWSOM, GOVERNOR

California Department of Transportation

OFFICE OF THE DISTRICT 10 DIRECTOR
P.O. BOX 2048 | STOCKTON, CA 95201
(209) 948-7943 | FAX (209) 948-7179 TTY 711
www.dot.ca.gov

April 25, 2025

10-STA-219-PM 4.757
U-Haul New Construction
Site Development Plan

Kristen Anaya
Stanislaus County
Planning & Community Development
1010 10th Street, Suite 3800
Modesto, CA 95354

Dear Ms. Anaya:

The California Department of Transportation (Caltrans) appreciates the opportunity to review and comment on the Site Development Plan for the new U-Haul construction project with storage units and portable container rentals. The project also proposed two new full access driveways to the project site, one on State Route (SR) 219 and the other on SR 108. The project also proposed to use one existing driveway on SR 219. Location of this project is at 4843 McHenry Avenue (SR 108), between Kiernan Avenue and Galaxy Way, in the Modesto area.

Caltrans has the following comments:

1. The proposed project seeks to develop an undeveloped lot adjacent to State Routes 219 and 108. Based on the existing topographic contour lines, surface water on-site appears to drain naturally to the south. The applicant must submit the following for review:
   - An existing topographic map
   - A comprehensive drainage plan
   - Stormwater calculations demonstrating pre- and post-construction flow conditions
2. Caltrans will not accept any increase in runoff into the State right-of-way resulting from alterations to the natural drainage course. Under California civil law, landowners have the right to discharge unaltered surface water onto adjacent properties; however, no party may unreasonably alter the natural drainage system without potential liability.
3. The developer must demonstrate that the proposed project will not significantly impact existing State drainage facilities. If historical drainage patterns indicate that runoff from the site historically flowed into the State right-of-way, this may continue only under the following conditions:
   - Post-construction peak flows must not exceed pre-construction flows
   - Site runoff must be treated to meet current stormwater quality standards
4. Conversely, if the undeveloped topography historically directed drainage away from the State right-of-way, any new discharge toward State facilities will not be permitted.

Attachment: May 1, 2025 Planning Commission Memo (PH REZ APP NO. PLN2023-0093 - U-HAUL)

5. Final determination will be deferred until full drainage plans and supporting hydrology calculations are submitted for review.
6. As a reminder, an Encroachment Permit will be required for any work done within the Department's right of way. This work is subject to the California Environmental Quality Act. Therefore, environmental studies may be required as part of the encroachment permits application. A qualified professional must conduct any such studies undertaken to satisfy the Department's environmental review responsibilities. These studies will include an analysis of potential impacts to any cultural sites, historic properties, biological resources, hazardous waste locations, scenic highways, and/or other environmental resources within Caltrans Right of Way, at the project site(s). Ground-disturbing activities to the site prior to completion and/or approval of required environmental documents may affect the Department's ability to issue a permit for the project. Furthermore, if engineering plans or drawings will be part of your permit application, they should be prepared in standard units.

If you have any questions or would like to discuss these comments, please contact me at (209) 483-2582 or Steven Martinez at (209) 986-1341.

Sincerely,

Tom Dumas
Chief, Office of Metropolitan Planning

Attachment: May 1, 2025 Planning Commission Memo (PH REZ APP NO. PLN2023-0093 - U-HAUL)

ATTACHMENT 3

D. **REZONE APPLICATION NO. PLN2023-0093 – U-HAUL** – Request to rezone two parcels totaling 8.57± acres from Planned Development (P-D) (254) and General Agriculture (A-2-10) to a new P-D, to allow for development of a mini-storage and moving vehicle rental facility. The project site is located at 4843 McHenry Avenue (State Route 108), between Kiernan Avenue (State Route 219) and Bangs Avenue, within the Sphere of Influence of the City of Modesto. The Planning Commission will consider adoption of a California Environmental Quality Act Negative Declaration for the project. APNs: 046-010-016 and 046-010-024.
Staff Report: Kristen Anaya, Senior Planner, Recommends **APPROVAL.**

Public hearing opened.
OPPOSITION: None.
FAVOR: Alejandro Ibarra, Applicant's Representative.
Public hearing closed.

Callis/Huff (8/0) **RECOMMENDED APPROVAL TO THE BOARD OF SUPERVISORS AS OUTLINED IN THE STAFF REPORT, INCLUDING THE ADDITION OF DEVELOPMENT STANDARDS NOS. 56 THROUGH 58, AS OUTLINED IN THE MAY 1, 2025 PLANNING COMMISSION MEMO TO READ AS FOLLOWS:**

56. No increase in runoff into State right-of-way shall be permitted to result from alterations to the natural drainage course.

57. Prior to issuance of a grading or building permit, the applicant shall submit the following to Caltrans for review:

a. An existing topography map;

b. A comprehensive drainage plan; and

c. Stormwater calculations demonstrating pre- and post-construction flow conditions.

58. Prior to issuance of a grading or building permit, the applicant shall demonstrate to Caltrans' satisfaction that the proposed project will not significantly impact existing State drainage facilities via one of the following ways:

a. If undeveloped topography historically directed drainage away from the State right-of-way, no new discharge towards State facilities shall occur; or

Attachment: May 1, 2025 Planning Commission Meeting Minutes Excerpt (PH REZ APP NO. PLN2023-0093 - U-HAUL)

b. If undeveloped topography historically directed drainage into the State right-of-way, this may continue only provided the following conditions are met:

i. Post-construction peak flows do not exceed pre-construction flows; and

ii. Site runoff is treated to meet current stormwater quality standards.

Roll Call Vote: Ayes – Brichetto, Callis, Campo, Huff, Maring, Morad, Willerup, and Zipser
Noes – None
Abstaining – None
Absent – Sabala

EXCERPT

PLANNING COMMISSION

MINUTES*

Signature on file.

Angela Freitas
Planning Commission Secretary

June 3, 2025
Date

**Pending Planning Commission approval.*

Attachment: May 1, 2025 Planning Commission Meeting Minutes Excerpt (PH REZ APP NO. PLN2023-0093 - U-HAUL)

STANISLAUS COUNTY ORDINANCE NO. C.S. _____

AN ORDINANCE ADOPTING SECTIONAL DISTRICT MAP NO. _____FOR THE PURPOSE OF REZONING TWO PARCELS TOTALING 8.57± ACRES FROM PLANNED DEVELOPMENT P-D (254) AND GENERAL AGRICULTURE (A-2-10) TO A NEW P-D, TO ALLOW FOR DEVELOPMENT OF A MINI-STORAGE AND MOVING VEHICLE RENTAL FACILITY, LOCATED AT 4843 MCHENRY AVENUE (STATE ROUTE 108), BETWEEN KIERNAN AVENUE (STATE ROUTE 219) AND BANGS AVENUE, IN THE MODESTO AREA, APNS: 046-010-016 & 046-010-024.

The Board of Supervisors of the County of Stanislaus, State of California, ordains as follows:

Section 1. Sectional District Map No. 9-110- _____ is adopted for the purpose of designating and indicating the location and boundaries of a District, such map to appear as follows:

(Map to be inserted upon rezone approval)

Section 2. This ordinance shall take effect and be in full force thirty (30) days from and after the date of its passage and before the expiration of fifteen (15) days after its passage it shall be published once, with the names of the members voting for and against same, in the Modesto Bee, a newspaper of general circulation published in Stanislaus County, State of California.

Upon motion of Supervisor_____, seconded by Supervisor _____, the foregoing ordinance was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this 1th day of July, 2025, by the following called vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAINING: Supervisors:

_____
Matthew W. Condit,
CHAIRMAN OF THE BOARD OF SUPERVISORS
of the County of Stanislaus,
State of California

ATTEST: ELIZABETH A. KING, Clerk of
the Board of Supervisors of
the County of Stanislaus,
State of California

BY: _____
Deputy Clerk of the Board

Attachment: Proposed Ordinance and Sectional District Map (PH REZ APP NO. PLN2023-0093 - U-HAUL)

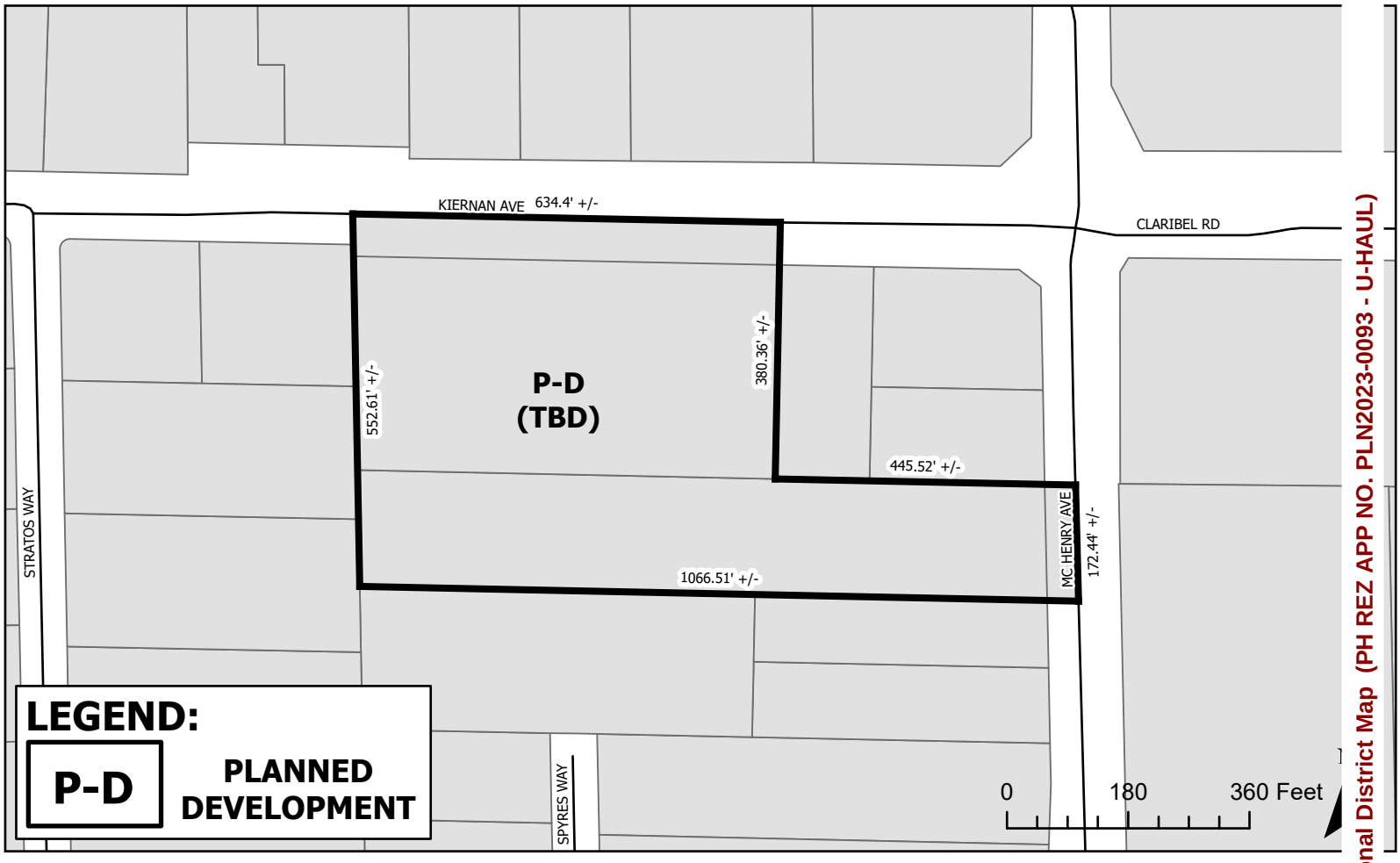
APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

BY: _____
Robert J. Taro
Assistant County Counsel

Attachment: Proposed Ordinance and Sectional District Map (PH REZ APP NO. PLN2023-0093 - U-HAUL)

Sectional District Map No. 9-110-TBD



EFFECTIVE DATE: TBD

PREVIOUS MAPS: 488-F, 740, 866, 908

Attachment: Proposed Ordinance and Sectional District Map (PH REZ APP NO. PLN2023-0093 - U-HAUL)

COUNTY OF STANISLAUS CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Application Number: PLN2023-0093
Application Title: U-Haul
Application Address: Kiernan Ave & McHenry Ave
Application APN: 046-010-024 / 046-010-016

Was a campaign contribution, regardless of the dollar amount, made to any member of a decision-making body involved in making a determination regarding the above application (i.e. Stanislaus County Board of Supervisors, Planning Commission, Airport Land Use Commission, or Building Code Appeals Board), hereinafter referred to as Member, during the 12-month period preceding the filing of the application, by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ☐ No ☒

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

The Applicant	Yes ☐ No ☒
The Property Owner	Yes ☐ No ☒
The Subcontractor	Yes ☐ No ☒
The Applicant's Agent/ Lobbyist	Yes ☐ No ☒

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Member(s) to whom you, the property owner, your subcontractors, and/or agent/lobbyist made campaign contributions during the 12-month period preceding the filing of the application, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Member(s) to whom you, the property owner, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Member(s) by the applicant, property owner, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

4/23/2025
Date

[redacted]
Signature of Applicant

U-Haul Company of Central Valley
Print Firm Name if applicable

Chris Trudell
Print Name of Applicant

Attachment: Levine Act Disclosure Statement (PH REZ APP NO. PLN2023-0093 - U-HAUL)

Stanislaus
LAFCO
LOCAL AGENCY FORMATION COMMISSION

1010 TENTH STREET, 3RD FLOOR
MODESTO, CA 95354

PHONE: (209) 525-7660
FAX: (209) 525-7643
www.stanislauslafco.org

BOARD OF SUPERVISO
JUN 10 '25 PM2:49

DATE: June 10, 2025

TO: Stanislaus County Board of Supervisors
City Managers
Independent Special Districts

FROM: Sara Lytle-Pinhey, Executive Officer SLP

SUBJECT: **FINAL LAFCO BUDGET FOR FISCAL YEAR 2025-2026**

The Stanislaus Local Agency Formation Commission (LAFCO) is required, pursuant to Government Code Section 56381(a), to transmit a copy of its Final Budget to the Board of Supervisors, each City, and each Independent Special District.

At its May 28, 2025 meeting, LAFCO adopted its Final Budget for Fiscal Year 2025-2026. A copy of the LAFCO Resolution 2024-09, including the Final Budget is attached.

For Fiscal Year 2025-2026, contributions from the funding agencies (County and nine cities) have been budgeted in the amount of $711,000. This amount is apportioned and collected by the County Auditor-Controller based on a formula set forth in State law. The allocations for Fiscal Year 2025-2026 are attached for your information and will be billed separately on July 1st by the County Auditor-Controller's office.

Should you have any questions regarding the Final LAFCO Budget for Fiscal Year 2025-2026, please contact our office.

Attachments: LAFCO Resolution No. 2025-09 - Final LAFCO Budget FY 25-26
City/County Allocations - FY 25-26

Communication: This Board has received a copy of the Stanislaus Local Agency Formation Commission (LAFCO) Fiscal Year 2025-2026

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Communication: This Board has received a copy of the Stanislaus Local Agency Formation Commission (LAFCO) Fiscal Year 2025-2026

Communication: This Board has received a copy of the Stanislaus Local Agency Formation Commission (LAFCO) Fiscal Year 2025-2026

STANISLAUS COUNTY LOCAL AGENCY FORMATION COMMISSION

RESOLUTION

DATE: May 28, 2025 **NO.** 2025-09

SUBJECT: Adoption of the Final LAFCO Budget for Fiscal Year 2025-2026

On the motion of Commissioner Chiesa, seconded by Commissioner O'Brien, and approved by the following vote:

Ayes:	Commissioners:	Bublak, Chiesa, O'Brien and Zwahlen
Noes:	Commissioners:	None
Absent:	Commissioners:	Grewal and Withrow
Ineligible:	Commissioners:	Aggers and Goeken

THE FOLLOWING RESOLUTION WAS ADOPTED:

WHEREAS, Government Code Section 56381(a) requires the Commission to adopt annually, following noticed public hearings, a proposed budget by May 1 and a final budget by June 15;

WHEREAS, the Stanislaus Local Agency Formation Commission wishes to provide for a budget to fulfill its purposes and functions as set forth by State law;

WHEREAS, pursuant to Government Code Section 56381(a), the proposed budget must be, at a minimum, equal to the previous budget, unless a finding is made that the reduced costs will nevertheless allow the Commission to fulfill the purposes and programs of the Stanislaus Local Agency Formation Commission (LAFCO);

WHEREAS, the Commission conducted a public hearing on April 23, 2025 and approved a Proposed Budget for Fiscal Year 2025-2026, as submitted by the Executive Officer;

WHEREAS, the Commission considered the Final Budget for Fiscal Year 2025-2026 at a duly noticed public hearing on May 28, 2025;

WHEREAS, approval of the Final Budget will enable the Commission to perform its core responsibilities effectively, and to continue its work on State-mandated Municipal Service Reviews and Sphere of Influence Updates;

NOW, THEREFORE, BE IT RESOLVED that the Commission:

1. Finds that the Final Budget for Fiscal Year 2025-2026 will allow the Stanislaus Local Agency Formation Commission to fulfill the purposes and programs of the Cortese-Knox-Hertzberg Local Government Reorganization Act.

2. Adopts the Final Budget for Fiscal Year 2025-2026, with total operating expenses of $751,000, as outlined in the attachment.

3. Directs Staff to transmit the adopted Final Budget for Fiscal Year 2025-2026 to the funding agencies, pursuant to Government Code Section 56381(a).

4. Requests that the County Auditor apportion and collect the net operating expenses of the Commission's Final Budget for Fiscal Year 2025-2026 in the amount of $711,000 from the County and each of the nine cities no later than July 1, 2025 for the amount each entity owes in accordance with Government Code Sections 56381(b)(2) and 56381(c).

5. Authorizes the Executive Officer and the County Auditor to determine the method of collection if a city or the County does not remit its required payment within 60 days, as outlined in 56381(c).

ATTEST: Sara Lytle-Pinhey
Sara Lytle-Pinhey
Executive Officer

Attachment: Final Budget for Fiscal Year 2025-2026

Communication: This Board has received a copy of the Stanislaus Local Agency Formation Commission (LAFCO) Fiscal Year 2025-2026

Stanislaus LAFCO
FINAL FISCAL YEAR 2025-2026 BUDGET

Account			
Salaries and Benefits			
50000+	Salaries and wages	$	386,000
52000	Retirement		123,000
52010	FICA		30,500
53000	Group health insurance		76,000
53020	Unemployment insurance		500
53081	Long term disability		480
54000	Workers compensation insurance		3,200
55000	Auto allowance		4,800
55080	Professional development		2,500
55130	Deferred comp mgmt/conf		6,200
Total	**Salaries and Benefits**	**$**	**633,180**
Services and Supplies			
60400	Communications (ITC - Telecom)	$	1,200
61000	Insurance (SDRMA)		6,250
61030	Fiduciary liability insurance		15
61070	Crime & fidelity insurance		40
62200	Memberships (CSDA, CALAFCO)		12,320
62400	Miscellaneous expense		5,500
62600	Office supplies		1,500
62730	Postage		1,200
63000	Professional & special serv		38,995
	Building maint & supplies		5,510
	Office lease		4,785
	Utilities		1,900
	Janitorial		1,400
	Purchasing		500
	HR/Risk Mgt overhead		4,300
	IT Services (ITC)		16,000
	File Management Update (ITC)		-
	Video Streaming (ITC)		1,000
	Mtg Recording (Final Cut Media)		1,800
	Licenses: GIS & Adobe (ITC)		1,800
63090	Auditing & accounting		14,600
	County Auditor Services		2,600
New	Independent Auditor (Biennial Audit)		12,000
63400	Engineering services		2,000
63640	Legal services		16,000
65000	Publications & legal notices		1,200
65660	Special dept. exp (commissioners)		8,500
65780+	Education & training		6,500
67040	Other travel exp (local mileage)		600
67200	Salvage disposal		200
Total	**Services and Supplies**	**$**	**116,620**
Other Charges			
73024	Planning dept services	$	1,200
Total	**Other Charges**	**$**	**1,200**
TOTAL EXPENSES		**$**	**751,000**
TOTAL REVENUES		**$**	**731,000**
40680+	Agency Contributions		711,000
36414	Application & Other Revenues		20,000
17000+	Interest Earnings & Refunds		-
	Use of Undesig. Fund Balance	**$**	**20,000**

Communication: This Board has received a copy of the Stanislaus Local Agency Formation Commission (LAFCO) Fiscal Year 2025-2026

Stanislaus LAFCO
FINAL FISCAL YEAR 2025-2026 BUDGET
Reserve Funds & Undesignated Fund Balance

Estimated Fund Balance June 30, 2025	$	428,165
General Fund Reserve (15%)		(112,500)
Accrued Leave Fund (Cash-Out Liability)		(140,000)
Long-Term Liability Reserve		(150,000)
Undesignated Fund Balance (Est.)	**$**	**25,665**

Communication: This Board has received a copy of the Stanislaus Local Agency Formation Commission (LAFCO) Fiscal Year 2025-2026

CITY/COUNTY LAFCO ALLOCATIONS
25/26 FISCAL YEAR

	CITY	BUDGET AMOUNT	% OF BUDGET	AMOUNT BILLED
	Ceres	711,000.00	4.88%	34,684.60
	Hughson	711,000.00	0.86%	6,127.37
	Modesto	711,000.00	28.50%	202,650.59
	Newman	711,000.00	0.85%	6,069.98
	Oakdale	711,000.00	2.22%	15,774.04
	Patterson	711,000.00	2.83%	20,099.29
	Riverbank	711,000.00	1.36%	9,640.11
	Turlock	711,000.00	7.99%	56,801.76
	Waterford	711,000.00	0.51%	3,652.26
	Total Cities		50%	355,500.00
	County		50%	355,500.00
	TOTAL		100%	711,000.00

$711,000.00
LAFCO BUDGET

$711,000.00
TOTAL

Communication: This Board has received a copy of the Stanislaus Local Agency Formation Commission (LAFCO) Fiscal Year 2025-2026

LAFCO ALLOCATION PERCENTAGES

Fiscal Year Beginning July 1, 2025

Prepared By: Thalia Valdivia - Auditor-Controller's Office

CITY	* ESTIMATED POPULATION	* TOTAL REVENUES	% OF REVENUES	% OF BUDGET
Ceres	47,729	98,230,778	9.7566%	4.878284%
Hughson	7,565	17,353,423	1.7236%	0.861796%
Modesto	216,995	573,929,774	57.0044%	28.502192%
Newman	12,040	17,190,873	1.7074%	0.853724%
Oakdale	22,980	44,673,892	4.4371%	2.218571%
Patterson	24,317	56,923,515	5.6538%	2.826905%
Riverbank	24,695	27,301,891	2.7117%	1.355852%
Turlock	70,856	160,869,108	15.9780%	7.988995%
Waterford	9,042	10,343,643	1.0274%	0.513680%
Total Cities	436,219	1,006,816,897	100%	50.0000%
County				50.0000%

* Per the 22/23 State Controller's Office - Cities Annual Revenue Report

Communication: This Board has received a copy of the Stanislaus Local Agency Formation Commission (LAFCO) Fiscal Year 2025-2026

JONES HALL

475 Sansome Street
Suite 1700
San Francisco, CA 94111
t. 415.391.5780
f. 415.276.2088

June 9, 2025

Board of Supervisors
County of Stanislaus
1010 10th Street Suite 6500
Modesto, CA 95354
c/o Elizabeth A. King, Clerk of the Board

VIA EMAIL PDF (cobsupport@stancounty.com)

Re: California Municipal Finance Authority Community Facilities District No. 2025-12 (Denair CSD – Monte Vista Collection) (the "CFD")

To the Honorable Board of Supervisors:

Pursuant to Government Code Section 53315.6, I attach the following:

- CMFA Resolution No. 25-252, a resolution of the Board of Directors of the California Municipal Finance Authority stating its intention to form the above-referenced CFD over land in the unincorporated territory of the County.

- CMFA Resolution No. 25-256, a resolution of the Board of Directors of the California Municipal Finance Authority stating its intention to issue bonds for the CFD.

This CFD is being formed as part of CMFA's Bond Opportunities for Land Development (BOLD) Program. *We are transmitting these resolutions to the Board of Supervisors simply to comply with the statutory provisions of Government Code referenced above; no further action is required on your part*.

Very truly yours,

James A. Wawrzyniak, Jr.
Special Counsel to California Municipal Finance Authority

Communication: This Board has received a notice regarding the intention to form and issue bonds for the California Municipal Authority

RESOLUTION NO. 25-252

A RESOLUTION OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY DECLARING ITS INTENTION TO ESTABLISH THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2025-12 (DENAIR CSD – MONTE VISTA COLLECTION), DESIGNATE IMPROVEMENT AREA NO. 1 THEREIN AND ESTABLISH FUTURE ANNEXATION AREA, AND TO LEVY A SPECIAL TAX TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES AND DEVELOPMENT IMPACT FEES

WHEREAS, the Denair Community Services District (the "District") is a member of the California Municipal Finance Authority (the "Authority") and has approved use of the Authority's Bond Opportunities for Land Development ("BOLD") Program to provide financing for public facilities related to development projects within the boundaries of the District; and

WHEREAS, staff of the Authority has approved an application for participation in the BOLD program from owners of land proposed for development in the District, and in connection therewith has requested the Board of Directors (the "Board") of the Authority to establish a community facilities district having a boundary within the District; and

WHEREAS, the Board has duly considered the advisability and necessity of establishing a community facilities district and levying a special tax therein to finance the acquisition and construction of certain public facilities and/or reimbursement of eligible development impact fees in and for such community facilities district under and pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the Board has determined that the establishment of such community facilities district is consistent with and follows the local goals and policies concerning the use of the Act that have been adopted by the Board and are now in effect; and

WHEREAS, pursuant to Section 53339.2 of the Act, this Board further desires to undertake proceedings to provide for future annexation of territory to the proposed community facilities district; and

WHEREAS, the Board is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED by the Board of the California Municipal Finance Authority, as follows**:**

Section 1. The above recitals are true and correct, and the Board so finds and determines.

Section 2. It is the intention of the Board to, and the Board hereby proposes to conduct proceedings to, establish a community facilities district pursuant to the Act, and hereby determines that public convenience and necessity require that a future annexation area be established pursuant to the Act.

Communication: This Board has received a notice regarding the intention to form and issue bonds for the California Municipal Authority

Section 3. The name proposed for the community facilities district is "California Municipal Finance Authority Community Facilities District No. 2025-12 (Denair CSD – Monte Vista Collection)" (the "CFD").

Pursuant to Section 53350 of the Act, all of the territory to be initially included in the CFD (as shown on the map described in Section 4 hereof) is hereby designated as "Improvement Area No. 1 of California Municipal Finance Authority Community Facilities District No. 2025-12 (Denair CSD – Monte Vista Collection)" ("Improvement Area No. 1").

The name proposed for the territory proposed to be annexed into the CFD in the future is "California Municipal Finance Authority Community Facilities District No. 2025-12 (Denair CSD – Monte Vista Collection) (Future Annexation Area)" (the "Future Annexation Area").

Section 4. The proposed boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area are as shown on the map on file with the Secretary, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The Secretary is hereby directed to record, or cause to be recorded, the map of the boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area in the office of the Stanislaus County Clerk/Recorder within 15 days of the date of adoption of this Resolution.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

All or any portions of territory that annexes into the CFD from the Future Annexation Area or otherwise may be annexed into a separate improvement area (each, a "Future Improvement Area") then in existence or to be formed at the time of such annexation and no additional hearings or procedures are required. The designation of a parcel or parcels as a Future Improvement Area shall be specified and approved by the Unanimous Approval at the time that the parcel or parcels are annexed to the CFD. After the designation of a parcel or parcels as an improvement area, all proceedings for approval of an appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness may differ from other areas of the CFD, all as set forth in the Unanimous Approval, and shall apply only to the parcel or parcels within such improvement area.

Section 5. The type of public facilities proposed to be financed through the CFD, Improvement Area No. 1 and any Future Improvement Areas pursuant to the Act shall consist of those listed as facilities on Exhibit A hereto and hereby incorporated herein (the "Facilities"). The Board hereby determines that the Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring within the CFD, Improvement Area No. 1 and the Future Annexation Area. The Board hereby finds and determines that the public interest will not be served by allowing the property owners in the CFD to enter into a contract in accordance with Section 53329.5(a) of the Act. Notwithstanding the foregoing, the District and the Authority, on behalf of CFD, may enter into one or more contracts directly with any of the property owners with respect to the construction and/or acquisition of the any portion of the Facilities.

Section 6. It is the intention of the Board that, except to the extent that funds are otherwise available, a special tax (the "Special Tax") to pay directly for the Facilities, to pay the principal and interest on bonds and other debt (as defined in the Act) of the Authority issued for

Communication: This Board has received a notice regarding the intention to form and issue bonds for the California Municipal Authority

CFD to finance the Facilities, to the repayment of funds advanced by the Authority for the CFD and including the repayment under any agreement (which shall not constitute a debt or liability of the Authority) of advances of funds or reimbursement for the lesser of the value or cost of work in-kind provided by any person for the CFD, which Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually by the Authority within the boundaries of the CFD, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this Board or its designee shall determine, including direct billing of the affected property owners.

The proposed rate and method of apportionment of the Special Tax among the parcels of real property within Improvement Area No. 1, in sufficient detail to allow each landowner within Improvement Area No. 1 to estimate the maximum amount such owner will have to pay, is attached hereto as Exhibit B to this Resolution and hereby incorporated herein (the "Rate and Method"). The Special Tax for Improvement Area No 1 (the "Improvement Area No. 1 Special Tax") shall not be levied in Improvement Area No. 1 after the fiscal year specified in the Rate and Method, except that an Improvement Area No. 1 Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the Improvement Area No. 1 Special Tax levied in a fiscal year against any parcel in Improvement Area No. 1 used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within Improvement Area No. 1 in such fiscal year by more than 10 percent.

The proposed rate and method of apportionment of the Special Tax among the parcels of real property within a Future Improvement Area, in sufficient detail to allow each landowner within such Future Improvement Area to estimate the maximum amount such owner will have to pay, shall be set forth in the applicable Unanimous Approval. The Special Tax shall not be levied in a Future Improvement Area after the fiscal year identified in the rate and method for such Future Improvement Area, except that a Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the Special Tax levied in a fiscal year against any parcel in a Future Improvement Area for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within such Future Improvement Area in such fiscal year by more than 10 percent.

For Future Improvement Areas, a different rate and method may be adopted than the Rate and Method adopted for Improvement Area No. 1 if the annexed territory is designated as a separate zone or improvement area. No supplements to the Rate and Method for any of the Future Improvement Areas and no new rate and method will cause the maximum tax rate in the then-existing territory of the CFD (including Improvement Area No. 1) to increase. The designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the facilities to be financed, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by the applicable property owner(s) in connection with each annexation to the CFD from the Future Annexation Area. The annexation and related matters described in the Unanimous Approval shall be implemented and completed without the need for Board approval as long as the following conditions are met:

(i) The rate and method of apportionment of special tax for the new improvement area is prepared by a special tax consultant retained by the Authority.

Communication: This Board has received a notice regarding the intention to form and issue bonds for the California Municipal Authority

(ii) The rate and method of apportionment of special tax for the new improvement area substantially complies with the Authority's local goals and policies concerning the use of the Act.

(iii) The rate and method of apportionment of special tax for the new improvement area includes a mechanism that protects against revenue loss as a result of land use changes.

(iv) The Special Tax proposed to pay for the Facilities to be supplied within the territory in the Future Annexation Area will be equal to the Special Taxes levied to pay for the same Facilities in previously-existing areas of the CFD and Improvement Area No. 1, except that (a) a higher Special Tax may be levied on territory annexing into the CFD to pay for the same Facilities to compensate for the interest and principal previously paid from Special Taxes in the original area of the CFD and Improvement Area No. 1, less any depreciation allocable to the financed Facilities, and (b) a higher Special Tax may be levied on territory annexing into the CFD to pay for new or additional Facilities, with or without bond financing.

This Board hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to *ad valorem* property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD and Improvement Area No. 1.

As required by Section 53339.3(d) of the Act, the Board hereby determines that the Special Tax proposed to pay for the Facilities to be supplied within the territory in the Future Annexation Area will be equal to the Special Taxes levied to pay for the same Facilities in previously-existing areas of the CFD and Improvement Area No. 1, except that (i) a higher Special Tax may be levied on territory annexing into the CFD from the Future Annexation Area to pay for the same Facilities to compensate for the interest and principal previously paid from Special Taxes in the original area of the CFD and Improvement Area No. 1, less any depreciation allocable to the financed Facilities, and (ii) a higher Special Tax may be levied on territory annexing into the CFD from the Future Annexation Area to pay for new or additional Facilities, with or without bond financing.

Section 7. Except as may otherwise be provided by law or by the Rate and Method for Improvement Area No. 1, all lands owned by any public entity, including the United States, the State of California and/or the District, or any departments or political subdivisions thereof, shall be omitted from the levy of the Improvement Area No. 1 Special Tax to be made to cover the costs and expenses of the Facilities and the CFD, including to pay the principal and interest on bonds and other debt (as defined in the Act) of the Authority issued for Improvement Area No. 1 to finance the Facilities. In the event that a portion of the property within Improvement Area No. 1 shall become for any reason exempt, wholly or in part, from the levy of the Improvement Area No. 1 Special Tax, this Board will, on behalf of Improvement Area No. 1, increase the levy to the extent necessary upon the remaining property within Improvement Area No. 1 which is not exempt in order to yield the required debt service payments and other annual expenses of Improvement Area No. 1, subject to the provisions of the Rate and Method.

Except as may otherwise be provided by law or by the rate and method of apportionment of special tax for a Future Improvement Area, all lands owned by any public entity, including the United States, the State of California and/or the District, or any departments or political subdivisions thereof, shall be omitted from the levy of the special tax to be made to cover the costs and expenses of the Facilities and the CFD, including to pay the principal and interest on

Communication: This Board has received a notice regarding the intention to form and issue bonds for the California Municipal Authority

bonds and other debt (as defined in the Act) of the Authority issued for such Future Improvement Area to finance the Facilities. In the event that a portion of the property within a Future Improvement Area shall become for any reason exempt, wholly or in part, from the levy of the special tax, this Board will, on behalf of the Future Improvement Area, increase the levy to the extent necessary upon the remaining property within such Future Improvement Area which is not exempt in order to yield the required debt service payments and other annual expenses of such Future Improvement Area, if any, subject to the provisions of the rate and method of apportionment of the special tax for such Future Improvement Area.

Section 8. It is the intention of the Board, pursuant to Section 53317.5 of the Government Code of the State of California, to treat the obligation to pay the Special Tax levied against property that is acquired by a public entity through eminent domain proceedings as if it were a special annual assessment.

It is the intention of the Board, pursuant to Section 53317.3 of the Government Code of the State of California, to continue to levy the Special Tax on property (that is not otherwise exempt from the Special Tax) that is acquired by a public entity through a negotiated transaction, or by gift or devise.

It is the intention of the Board, pursuant to Section 53340.1 of the Government Code of the State of California, to levy the Special Tax on the leasehold or possessory interests in property owned by a public agency (which property is otherwise exempt from the Special Tax), to be payable by the owner of the leasehold or possessory interests in such property.

Section 9. The levy of the Improvement Area No. 1 Special Tax shall be subject to the approval of the qualified electors within Improvement Area No. 1 at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in Improvement Area No. 1, with each owner having one vote for each acre or portion of an acre such owner owns in Improvement Area No. 1 not exempt from the Improvement Area No. 1 Special Tax.

The Special Tax shall be levied in a Future Annexation Area only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings. The designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD, without the need for any further public hearings or proceedings.

Section 10. It is the intention of this Board, acting as the legislative body of the CFD, to cause bonds of the Authority and other debt (as defined in the Act) to be issued for the CFD pursuant to the Act to finance in whole or in part the construction and/or acquisition of the Facilities in an amount not to exceed $15,300,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, the bonded indebtedness limit is $8,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, the bonded indebtedness limit is not to exceed $7,300,000 (the "Future Improvement Area Indebtedness Limit"). Indebtedness subject to the Authorization shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act.

Communication: This Board has received a notice regarding the intention to form and issue bonds for the California Municipal Authority

Upon designation of a parcel or parcels annexed into the CFD from the Future Annexation Area as a Future Improvement Area, the Unanimous Consent shall include an authorization to incur bonded indebtedness for such Future Improvement Area in a maximum amount which does not exceed the Future Improvement Area Indebtedness Limit, net of the amount or amounts of the Future Improvement Area Indebtedness Limit previously established in connection with a prior annexation from the Future Annexation Area, which limit shall be set forth in a Unanimous Consent. Such allocation may be made without any requirement for further public hearings, Board action or other additional proceedings, and the Authority shall include the Unanimous Consent in the records for the CFD.

This Board, acting as legislative body for the CFD, intends to authorize the issuance and sale of bonds and other debt in one or more series in the maximum aggregate principal amount of not to exceed the sum of the Improvement Area No. 1 Bonded Indebtedness Limit bearing interest payable semi-annually or in such other manner as this Board shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of such bonds and other debt, and maturing not to exceed 40 years from the date of the issuance of each series of the bonds and other debt.

This Board, acting as legislative body for the CFD, intends to authorize the issuance and sale of bonds and other debt in one or more series in the maximum aggregate principal amount with respect to the Future Improvement Areas to be determined at the time of annexation (not to exceed the Future Improvement Area Indebtedness Limit in the aggregate), bearing interest payable semi-annually or in such other manner as this Board shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of each series of bonds and other debt, and maturing not to exceed 40 years from the date of the issuance of the respective series of bonds and other debt.

Section 11. The Executive Director of the Authority is hereby directed to study said proposed Facilities and to make, or cause to be made, and file with the Secretary a report in writing (the "CFD Report"), presenting the following:

(a) A description of the Facilities by type which will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Facilities including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, including the costs of the proposed bond financing and other debt and all other related costs as provided in Section 53345.3 of the Act.

The CFD Report shall be made a part of the record of the public hearing specified below.

Section 12. Friday, July 18, 2025, at the hour of 11:00 a.m. or as soon as possible thereafter, at the regular meeting place of the Board, 200 S. Anaheim Blvd., Public Works South Conference Room, 2nd Floor, Anaheim, California 92805, is hereby appointed and fixed as the time and place when and where this Board, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD, the designation of Improvement Area No. 1 and the establishment of the Future Annexation Area, and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD, Improvement Area No. 1, the designation of Future Annexation Area and the levy of the Special Tax, including the Improvement Area No. 1 Special Tax.

Communication: This Board has received a notice regarding the intention to form and issue bonds for the California Municipal Authority

Section 13. The Secretary is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD and the Future Annexation Area. The publication shall be completed at least seven days before the date of the public hearing specified above, and the notice shall be substantially in the form specified in Section 53322 of the Act, with the form summarizing the provisions hereof hereby specifically approved and is substantially in the form attached as Exhibit C hereto.

Section 14. Section 53314.9 of the Act provides that, either before or after formation of the CFD, the Authority may accept work in-kind from any source, including, but not limited to, private persons or private entities, may provide, by resolution, for the use of that work in-kind for any authorized purpose and the Board may enter into an agreement, by resolution, with the person or entity advancing the work in-kind, to reimburse the person or entity for the value, or cost, whichever is less, of the work in-kind, as determined by the Board, with or without interest, under the conditions specified in the Act. Any work in-kind must be performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of, the local agency that will own or operate the facility. In addition, Section 53313.5 of the Act provides that a district may only finance the purchase of facilities whose construction has been completed, as determined by the legislative body, before the resolution of formation to establish the district is adopted pursuant to Section 53325.1, except that a district may finance the purchase of facilities completed after the adoption of the resolution of formation if the facility was constructed as if it had been constructed under the direction and supervision, or under the authority of, the local agency that will own or operate the facility. The Executive Director is hereby authorized to enter into one or more acquisition agreements or other agreements determined to be necessary or convenient to carry out the purposes of the CFD consistent with the foregoing provisions of the Act.

Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the district, or services to be provided by a public agency other than the agency that created the district, or any combination, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to this section. The Executive Director and each other authorized officer of the Authority is hereby authorized and directed to enter into joint community facilities agreements and/or acquisition agreements with the District and any other public agency that will own or operate any of the Facilities, as may be necessary to comply with the provisions of Section 53316.2 of the Act. The Board hereby declares that such joint agreements will be beneficial to owners of property in the area of the CFD.

Section 15. The Board reserves to itself the right and authority set forth in Section 53344.1 of the Act, subject to any limitations set forth in any bond resolution, fiscal agent agreement or trust indenture related to the issuance of bonds.

Section 16. The Executive Director, the Secretary and all other officers and agents of the Authority are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

Section 17. This Resolution shall in no way obligate the Board of the Authority to form the CFD. The formation of the CFD shall be subject to the approval of this Board by resolution following the holding of the public hearing referred to above.

Communication: This Board has received a notice regarding the intention to form and issue bonds for the California Municipal Authority

Section 18. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Municipal Finance Authority this 6th day of June, 2025 by the following vote:

AYES: De Foor, McClure, Tanner (Alt.)

NOES: None

ABSTAIN: None

ABSENT: Adams, Alexander, Moreno

* * * * * *

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I, the undersigned, a duly authorized official of the California Municipal Finance Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Board of said Authority at a duly called meeting of the Board of said Authority held in accordance with law on June 6, 2025.

By: _____
Authorized Signatory

[ROI Establish – CMFA CFD No. 2025-12 (Denair CSD – Monte Vista Collection)]

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EXHIBIT A

CALIFORNIA MUNICIPAL FINANCE AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2025-12
(DENAIR CSD – MONTE VISTA COLLECTION)

LIST OF AUTHORIZED FACILITIES

The California Municipal Finance Authority Community Facilities District No. 2025-12 (Denair CSD – Monte Vista Collection) (the "CFD") is authorized to finance all or a portion of the costs of the purchase, modification, expansion, rehabilitation, acquisition, construction, and improvement of facilities permitted under the Mello-Roos Community Facilities Act of 1982 ("Act") and that are provided in connection with the development of the property located in the CFD, including, but not limited to, those described below.

FACILITIES

The CFD is authorized to finance the purchase, construction, expansion, improvement, or rehabilitation of any real or other tangible property with an estimated useful life of five years or longer, together with the planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of any real or tangible property, including, but not be limited to, transportation facilities, water, sewer and storm drain facilities, parks, parkways, and open space.

FEES FINANCING PUBLIC IMPROVEMENTS

Authorized facilities include any facilities authorized by the Act that are financed in whole or in part by development impact fees and/or mitigation payments levied or collected in connection with development of the property, whether by the Denair Community Services District ("District") or any other local agency. By way of example and not limitation, authorized facilities include, but are not limited to, facilities authorized by the Act to be funded by the following:

- District Water Facilities Contribution Fee
- District Water and Sewer Connection Fees

ADMINISTRATIVE AND INCIDENTAL EXPENSES

In addition to the above facilities, other incidental expenses as authorized by the Act include these: the cost of planning, permitting, engineering, and designing the facilities (including the cost of environmental evaluation, orthophotography, and environmental remediation/ mitigation); land acquisition and easement payments for authorized CFD facilities; project management; construction staking; engineering studies and preparation of an engineer's report; utility relocation and demolition costs incidental to construction of the public facilities cost associated with the creation of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; payment of taxes; costs otherwise incurred to carry out the authorized purposes of the CFD; reimbursements to other areas for infrastructure facilities or planning purposes serving development in the CFD; and any other expenses incidental to the construction, completion, and inspection of the facilities.

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In addition, the CFD shall fund the direct and indirect expenses incurred by the California Municipal Finance Authority ("CMFA") or any local agency in carrying out its duties with respect to the CFD including, but not limited to:

1. The levy and collection of the special taxes.

2. The fees and expenses of attorneys and consultants.

3. Any fees related to the collection of special taxes.

4. An allocable share of the salaries and benefits of any CMFA and other agency staff, or consultant fees, directly related thereto and a proportionate amount of CMFA's and any other agency's general administrative overhead related thereto.

5. Any amounts paid by CMFA or any local agency with respect to the CFD.

6. Expenses incurred in undertaking action to foreclose on properties for which the payment of special taxes is delinquent.

7. Administrative fees of CMFA and any local agency and the bond trustee or fiscal agent related to the CFD and the bonds issued by or for the CFD.

8. Costs related to the formation of the CFD.

9. Reimbursement of costs related to the formation of the CFD advanced by CMFA, the landowner(s) in the CFD or any party related to any of the foregoing, as well as reimbursement of any costs advanced by CMFA, the landowner(s) in the CFD or any party related to any of the foregoing, for facilities, fees or other purposes or costs of the CFD.

10. Costs related to the issuance of bonds by or for the CFD, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, fees and expenses of bond counsel, disclosure counsel, special tax consultant, municipal advisor and appraiser, bond remarketing costs, and all other incidental expenses.

11. All other costs and expenses of CMFA or any other local agency in any way related to the CFD.

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EXHIBIT B

CALIFORNIA MUNICIPAL FINANCE AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2025-12
(DENAIR CSD – MONTE VISTA COLLECTION)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR IMPROVEMENT AREA NO. 1

See attached.

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IMPROVEMENT AREA NO. 1
CALIFORNIA MUNICIPAL FINANCE AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2025-12
(DENAIR CSD – MONTE VISTA COLLECTION)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 1 of California Municipal Finance Authority Community Facilities District No. 2025-12 (Denair CSD – Monte Vista Collection) shall be levied and collected according to the tax liability determined by the Board through the application of the appropriate amount or rate for Taxable Property, as described below. All property in Improvement Area No. 1, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to Improvement Area No. 1 unless a separate Rate and Method of Apportionment is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of CMFA in carrying out its duties with respect to Improvement Area No. 1, the CFD, and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for CMFA and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of CMFA and the Denair CSD in any way related to the establishment or administration of Improvement Area No. 1 and the CFD.

"Administrator" shall mean the person or firm designated by CMFA to administer the Special Tax according to this RMA.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

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"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by the CFD.

"Base Special Tax" means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 of Section C, as may be adjusted pursuant to Section D.

"Board" means the Board of Directors of CMFA.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Special Tax and issued or assumed by or for Improvement Area No. 1 to fund Authorized Facilities.

"Building Permit" means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD" means the California Municipal Finance Authority Community Facilities District No. 2025-12 (Denair CSD – Monte Vista Collection).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the Board.

"CMFA" means the California Municipal Finance Authority.

"County" means the County of Stanislaus.

"Denair CSD" means the Denair Community Services District.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property for which a Building Permit was issued prior to June 1 of the preceding Fiscal Year.

"Development Class" means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property.

"Expected Land Uses" means the number of Residential Units in each Square Footage Category and the acreage of Other Property expected within Improvement Area No. 1 as of CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Updates to Attachment 1 and 2 shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

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"Expected Maximum Special Tax Revenues" means the aggregate Special Tax that can be levied based on application of the Base Special Tax to the Expected Land Uses. The Expected Maximum Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Sections D and H below. Updates to Attachments 1 and 2 shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

"Final Map" means a final tract map, parcel map, or lot line adjustment approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) or a condominium plan recorded pursuant to California Civil Code 1352 that, in either case, creates individual lots for which Building Permits may be issued without further subdivision.

"Final Map Property" means, in any Fiscal Year, all Single Family Lots created within Final Maps that had recorded prior to June 1 of the preceding Fiscal Year and which have not yet become Developed Property.

"First Bond Sale" means issuance of the first series of Bonds secured, in whole or in part, by Special Taxes levied and collected from Parcels of Taxable Property in Improvement Area No. 1.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Improvement Area No. 1" means Improvement Area No. 1 of the CFD.

"Improvement Fund" means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities or to pay eligible impact fees.

"Indenture" means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means the categories of land use identified in Table 1 in Section C below.

"Land Use Change" means a proposed or approved change to the Expected Land Uses in Improvement Area No. 1 after CFD Formation.

"Master Developer" means LGI Homes – California, LLC and its successors and assigns.

"**Maximum Special Tax"** means the greatest amount of Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Sections C and D below.

"Other Property" means any Parcel of Developed Property in Improvement Area No. 1 that is not Single Family Property.

"Owners Association" means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 1.

"Owners Association Property" means any property within the boundaries of Improvement Area No. 1 that is owned in fee or through easement by the Owners Association, not including any such property that is located directly under a residential structure.

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"Proportionately" means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

"Public Property" means any property within the boundaries of Improvement Area No. 1 that is owned by the Denair CSD, County, federal government, State of California, or other public agency.

"Required Coverage" means the amount by which the Expected Maximum Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

"Residential Unit" means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure. A second unit (granny flat) that shares a Parcel with an SFD Unit shall not be considered a Residential Unit for purposes of levying the Special Tax.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"SFD Unit" means a residential dwelling unit that does not share a common wall with another residential dwelling unit.

"Single Family Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of a Residential Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

"Single Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

"Special Tax" means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support, and rebate payments on the Bonds; (iii) replenish reserve funds created for the Bonds under the Indenture to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax levied on Final Map Property and Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the definition of Special Tax Requirement may

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be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against such costs pursuant to the Indenture; (b) in the sole and absolute discretion of CMFA, proceeds received by Improvement Area No. 1 from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of CMFA.

"Square Footage Category" means one of the categories of Single Family Property, distinguished based on the size of Residential Units within that category, for which a Special Tax amount is set forth in Table 1 in Section C below.

"Taxable Owners Association Property" means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it is Owners Association Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Property" means all of the Parcels within the boundaries of Improvement Area No. 1 that are not exempt from the Special Tax pursuant to law or Section G below.

"Taxable Public Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it is Public Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Welfare Exemption Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Property that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Property on the date of issuance of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D herein), the Parcel was not anticipated to be Welfare Exemption Property based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it has become Welfare Exemption Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Tentative Map" means a tentative map or substantial conformance exhibit for property in Improvement Area No. 1, including any adjustments or amendments thereto.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property, Final Map Property, Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property as defined herein.

"Welfare Exemption Property" means, in any Fiscal Year, any Parcels in Improvement Area No. 1 that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

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B. DATA FOR ADMINISTRATION OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Development Class; (ii) for Developed Property, categorize each Parcel as Single Family Property or Other Property; (iii) for Single Family Property, determine the Square Footage Category for each Parcel; (iv) for Other Property, determine the Acreage of each Parcel; and (v) determine the Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D herein.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in Improvement Area No. 1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Developed Property

The Maximum Special Tax for a Parcel of Developed Property is the greater of: (i) the Base Special Tax set forth in Table 1 below, or (ii) the Maximum Special Tax determined pursuant to Section D.

Table 1
Base Special Tax
Developed Property

Land Use Category	Square Footage Category	Base Special Tax Fiscal Year 2025-26 *
Single Family Property	Greater than 2,250 square feet	$3,956 per Residential Unit
Single Family Property	2,051 – 2,250 square feet	$3,852 per Residential Unit
Single Family Property	1,701 – 2,050 square feet	$3,767 per Residential Unit
Single Family Property	1,450 – 1,700 square feet	$3,344 per Residential Unit
Single Family Property	Less than 1,450 square feet	$3,259 per Residential Unit
Other Property	Other Property	$24,890 per Acre

*** On July 1, 2026, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

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Once a Parcel has been taxed in any Fiscal Year as Developed Property, the Parcel shall continue to be taxed as Developed Property regardless of changes to or expiration of the original Building Permit, and regardless of revisions to or destruction of the structure that was or was expected to be constructed pursuant to the original Building Permit.

2. Final Map Property

The Maximum Special Tax for Final Map Property is $3,956 per Single Family Lot for Fiscal Year 2025-26, which amount shall increase on July 1, 2026, and each July 1 thereafter by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

3. Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property

The Maximum Special Tax for Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property is $24,890 per Acre for Fiscal Year 2025-26, which amount shall increase on July 1, 2026, and each July 1 thereafter by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. Land Use Changes

The Expected Maximum Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 below must be applied:

Step 1: By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a partial prepayment has been made), the Administrator shall identify the Expected Maximum Special Tax Revenues prior to the Land Use Change.

Step 2: The Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from Taxable Property in Improvement Area No. 1 after the Land Use Change based on application of the Base Special Taxes from Table 1.

Step 3: If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum

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Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Special Tax Revenues would reduce debt service coverage on outstanding Bonds below Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change (the "Requesting Landowner") may make a prepayment in an amount that will ensure that the reduced Expected Maximum Special Tax Revenues are sufficient to provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Special Tax Revenues are sufficient to maintain Required Coverage.

Pursuant to this Section D.1, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Special Tax Revenues. If there is a reduction that would reduce debt service coverage below Required Coverage, and no prepayment has been received, then the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

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The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 1. After the prepayment has been received, the application of Sections D, E, and H of this RMA shall be based on the adjusted Expected Maximum Special Tax Revenues after the prepayment.

3. Conversion of a Parcel of Public Property to Private Use

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of the Special Tax. The Maximum Special Tax for each such Parcel shall be determined based on the applicable Base Special Tax for the Parcel, as determined by the Administrator.

4. Reduction in Maximum Special Tax

The Base Special Tax for Residential Units set forth in Table 1 may be proportionately or disproportionately reduced prior to the First Bond Sale. Such a reduction shall be made without a vote of the qualified CFD electors if the Master Developer requests a reduction in the Base Special Tax. Any such reduction shall occur at least 30 days prior to the First Bond Sale.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year. A Special Tax shall then be levied according to the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property until the amount levied is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.

Step 2: If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Special Tax Requirement.

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Step 3: If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Special Tax Requirement.

Step 4: If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Taxable Welfare Exemption Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Welfare Exemption Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.

Step 5: If additional revenue is needed after Step 4, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Special Tax Requirement.

Step 6: If additional revenue is needed after Step 5, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that CMFA may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Special Taxes be levied after Fiscal Year 2065-66. Under no circumstances may the Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied in any Fiscal Year on the following:

(1) Public Property, except Taxable Public Property.

(2) Owners Association Property, except Taxable Owners Association Property.

(3) Welfare Exemption Property, except Taxable Welfare Exemption Property.

(4) Parcels that are owned by a public utility for an unmanned facility.

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(5) Parcels that are subject to an easement that precludes any other use on the Parcel.

(6) Parcels that have fully prepaid the Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below.

H. PREPAYMENTS

The following definitions apply to this Section H:

"Outstanding Bonds" means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

"Previously Issued Bonds" means all Bonds that have been issued prior to the date of prepayment.

"Public Facilities Requirement" means either $3.5 million in 2025 dollars, which shall increase on January 1, 2026, and on each January 1 thereafter by 2% of the amount in effect in the prior year, or such other number as shall be determined by CMFA in coordination with the Administrator as sufficient to fund improvements that are authorized to be funded by Improvement Area No. 1. The Public Facilities Requirements shown above may be adjusted each time property annexes into Improvement Area No. 1 or there is an adjustment to the Expected Maximum Special Tax Revenues due to a Land Use Change or prepayment; at no time shall the Public Facilities Requirement exceed the amount of public improvement costs that can be funded by the Expected Maximum Special Tax Revenues, as determined by the Administrator.

"Remaining Facilities Costs" means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity, and any other source of funding.

1. Full Prepayment

The Special Tax obligation applicable to a Parcel in Improvement Area No. 1 may be prepaid and the obligation of the Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Special Tax obligation shall provide CMFA with written notice of intent to prepay. Within 30 days of receipt of such written notice, CMFA or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 60 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

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Bond Redemption Amount
plus Remaining Facilities Amount
plus Redemption Premium
plus Defeasance Requirement
plus Administrative Fees and Expenses
less Reserve Fund Credit
equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by CMFA by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.

Step 2. Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in Improvement Area No. 1, as shown in Attachment 2 and as adjusted by the Administrator after prepayments or Land Use Changes.

Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "**Bond Redemption Amount**"*).

Step 4. Compute the current Remaining Facilities Costs (if any).

Step 5. Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the "**Remaining Facilities Amount**"*).

Step 6. Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "**Redemption Premium**"*).

Step 7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8, and 9 of this prepayment formula will not apply.

Step 8: Compute the amount of interest CMFA reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the

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prepayment has been received until the redemption date for the Outstanding Bonds.

Step 9: Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (the ***"Defeasance Requirement"***).

Step 10. The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds, and recording any notices to evidence the prepayment and the redemption (the *"**Administrative Fees and Expenses"***).

Step 11. If and to the extent so provided in the Bond Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "***Reserve Fund Credit"***).

Step 12. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the *"**Prepayment Amount"***).

Step 13. From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Special Tax obligation has been received, a Notice of Cancellation of Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Special Tax. However, a Notice of Cancellation of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. Partial Prepayment

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

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3. Maintaining Required Coverage

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment would be less than Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

I. INTERPRETATION OF RMA

Interpretations may be made by Resolution of the Board to interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Tax, method of apportionment, classification of properties, or any definition applicable to Improvement Area No. 1 or the CFD, as long as such correction does not materially affect the levy and collection of Special Taxes. CMFA, upon the request of an owner of land within Improvement Area No. 1 which is not Developed Property, may also amend this RMA in any manner acceptable to CMFA, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within Improvement Area No. 1, provided such amendment only affects such owner's land. Under no circumstances may such revisions to the RMA decrease the Expected Maximum Special Tax Revenues to a level that will reduce debt service coverage below Required Coverage.

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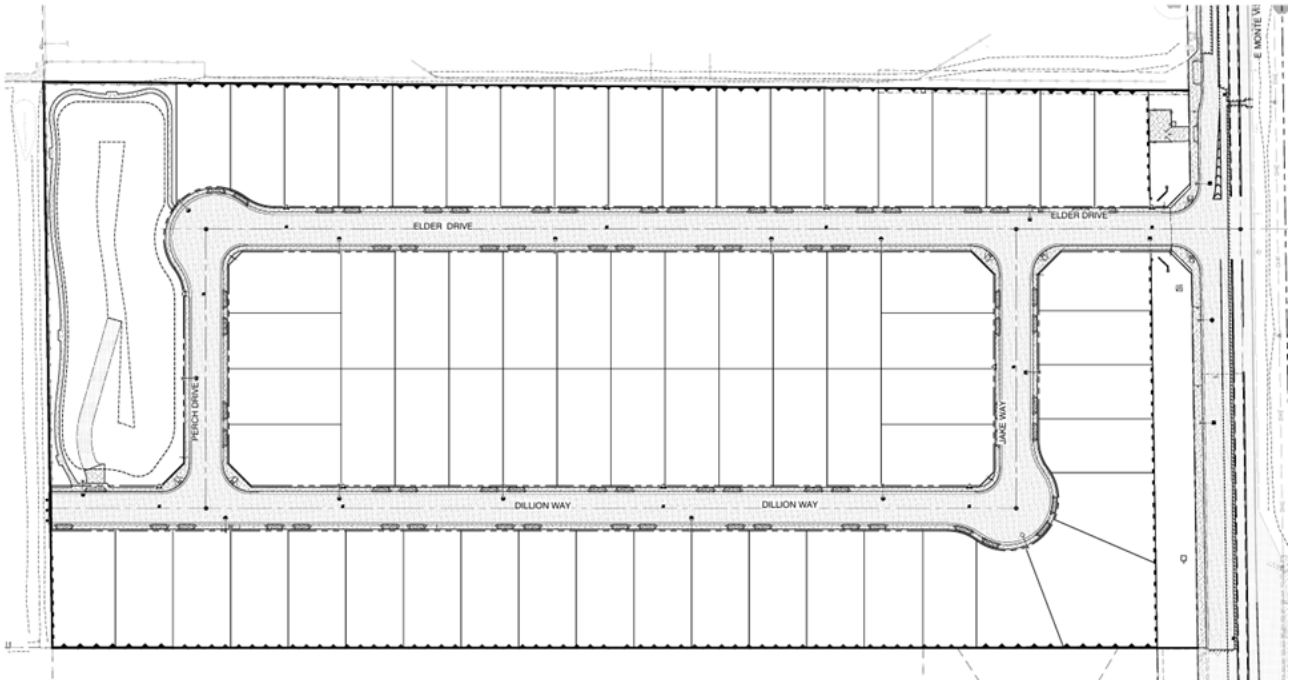
ATTACHMENT 1

Improvement Area No. 1
California Municipal Finance Authority
Community Facilities District No. 2025-12
(Denair CSD − Monte Vista Collection)

Expected Lot Layout



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ATTACHMENT 2

Improvement Area No. 1
California Municipal Finance Authority
Community Facilities District No. 2025-12
(Denair CSD – Monte Vista Collection)

Expected Land Uses and Expected Maximum Special Tax Revenues

Land Use Category	Square Footage Category	Expected Residential Units/ Acreage	Base Special Tax Fiscal Year 2025-26 *	Expected Maximum Special Tax Revenues *
Single Family Property	Greater than 2,250 square feet	4 Residential Units	$3,956 per Residential Unit	$15,824
Single Family Property	2,051 – 2,250 square feet	4 Residential Units	$3,852 per Residential Unit	$15,408
Single Family Property	1,701 – 2,050 square feet	14 Residential Units	$3,767 per Residential Unit	$52,738
Single Family Property	1,450 – 1,700 square feet	27 Residential Units	$3,344 per Residential Unit	$90,288
Single Family Property	Less than 1,450 square feet	20 Residential Units	$3,259 per Residential Unit	$65,180
Other Property	N/A	0.0 Acres	$24,890 per Acre	$0
Expected Maximum Special Tax Revenues (FY 2025-26 $)				**$239,438**

* On July 1, 2026 and each July 1 thereafter, all dollar amounts shown above shall be increased by 2% of the amount in effect in the prior Fiscal Year.

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EXHIBIT C

FORM OF

NOTICE OF PUBLIC HEARING ON PROPOSED
CALIFORNIA MUNICIPAL FINANCE AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2025-12
(DENAIR CSD – MONTE VISTA COLLECTION)
AND FUTURE ANNEXATION AREA

The Board of Directors ("Board") of the California Municipal Finance Authority ("CMFA") is considering the formation of a community facilities district (the "CFD"), the designation of Improvement Area No. 1 therein, and the establishment of a future annexation area for the CFD (the "Future Annexation Area") under the authority of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to fund certain public facilities related to new development within the Denair Community Services District (the "District"), which is a member of the Authority, and to incur bonded indebtedness of the CFD in connection with CMFA's Bond Opportunities for Land Development ("BOLD") program. This Notice contains a brief summary of the proposal, but you are referred to the Board's Resolution of Intention (Resolution No. 25-___, adopted June 6, 2025) and its Resolution of Intention to Incur Bonded Indebtedness (Resolution No. 25-___, adopted June 6, 2025) for details of the proposal.

The proposal is to subject the property within the CFD to a special tax which will be used to pay for authorized facilities within the CFD, including paying principal and interest on bonds used to build facilities. The rate and method of apportionment of the special tax for Improvement Area No. 1 is as set forth in an exhibit to the Board's Resolution of Intention, and the rate and method of apportionment of the special tax for any future improvement area will be as set forth in the unanimous approval submitted by the owner or owners of each parcel or parcels within the Future Annexation Area at the time that parcel or those parcels are annexed to the CFD. The proceeds of the bonds will be used to pay for the facilities and other expenses set forth in the resolutions referred to in the preceding paragraph. A map showing the land proposed to be included in the CFD, Improvement Area No. 1 therein, and the land proposed to be included in the Future Annexation Area is on file with the Board. Property within the Future Annexation Area will be annexed to the CFD, and a special tax will be levied on such property, only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without additional hearings or proceedings. As set forth below, the Board will hold a public hearing on the establishment of the CFD and the Future Annexation Area, the facilities to be financed by the CFD, and the levy of the special tax within the CFD.

The proposal also includes authority to issue bonds and other debt (as defined in the Act) in a maximum principal amount of $15,300,000, initially allocated as follows: (i) for Improvement Area No. 1, $8,000,000, and (ii) for the portion of the CFD that is not in Improvement Area No. 1, $7,300,000, to be repaid by the special tax as described in the resolutions. Neither the Board nor any person outside the CFD has any liability for the special tax or the bonds. The security for the bonds is limited to the property subject to the special tax within the CFD and the bonds will finance public facilities to be located within the District. In accordance with Government Code Section 6586.5, the District has approved the financing of public capital improvements through the issuance of bonds by CMFA through the BOLD program, and made a finding of significant public benefit described in Government Code Section 6586, after holding a noticed public hearing on the matter. This notice incorporates by reference such earlier notice and actions. In order to confer

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the authority upon the Board to levy the special tax and to issue the bonds, a public hearing must be held on the proposal, then the Board will decide whether to form the CFD, and finally the qualified electors within Improvement Area No. 1 of the CFD must approve the proposal by a two-thirds vote. Where an improvement area of a CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the improvement area.

This is the notice of the public hearing. The public hearing will be held during the Board meeting on Friday, July 18, 2025, at the hour of 11:00 a.m. or as soon as possible thereafter, at City Hall, 200 S. Anaheim Blvd., Public Works South Conference Room, 2nd Floor, Anaheim, California 92805. At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the CFD and the Future Annexation Area, the authorization to levy the special tax, and the authorization to issue the bonds will be heard. The land in the CFD is undeveloped and voting will be by the owners of land in the CFD. If written protests against the proposed CFD are delivered to the Board at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within the CFD which is or will be subject to the special tax, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year. If written protests against the establishment of the proposed Future Annexation Area are delivered to the Board at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed Future Annexation Area, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the proposed Future Annexation Area or by the owners of a majority of the land area within the proposed Future Annexation Area which is or will be subject to the special tax when annexed to the CFD, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, the Board shall take no further action to create the Future Annexation Area for a period of one year from the date of decision of the Board. If the Board, after the public hearing, determines that a majority protest under Section 53324 of the California Government Code was not made, the Board may conduct a landowner election by mailed ballot to levy a special tax within Improvement Area No. 1.

A request for disability-related modification or accommodation, including auxiliary aids or services, may be made by any person with a disability who requires a modification or accommodation in order to participate in the public hearing by contacting Kirsten Borgquist, Analyst/Administrator, (760) 502-0050, kborgquist@cmfa-ca.com, 2111 Palomar Airport Road, Suite 320, Carlsbad, CA 92011.

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RESOLUTION NO. 25-256

A RESOLUTION OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY DECLARING ITS INTENTION TO INCUR A BONDED INDEBTEDNESS IN AND FOR THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2025-12 (DENAIR CSD – MONTE VISTA COLLECTION) IN MAXIMUM PRINCIPAL AMOUNT OF $15,300,000 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES AND DEVELOPMENT IMPACT FEES

WHEREAS, the Denair Community Services District (the "District") is a member of the California Municipal Finance Authority (the "Authority") and has approved use of the Authority's Bond Opportunities for Land Development ("BOLD") Program to provide financing for public facilities related to development projects within the boundaries of the District; and

WHEREAS, the Board of Directors (the "Board") of the California Municipal Finance Authority (the "Authority") has duly adopted Resolution No. 25-252 (the "Resolution of Intention") on the date hereof, stating its intention to form "California Municipal Finance Authority Community Facilities District No. 2025-12 (Denair CSD – Monte Vista Collection)" (the "CFD"), designate therein "Improvement Area No. 1 of California Municipal Finance Authority Community Facilities District No. 2025-12 (Denair CSD – Monte Vista Collection)" ("Improvement Area No. 1"), and form a future annexation area for the CFD (the "Future Annexation Area"), and to levy a special tax in the CFD to finance the acquisition and construction of certain public facilities including those payable from development impact fees (the "Facilities") described in Exhibit A to the Resolution of Intention and incorporated therein and made a part hereof, and incidental costs thereto and all costs associated with the CFD, under and pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), in and for the CFD; and

WHEREAS, in order to finance the costs of the Facilities it is necessary to incur bonded indebtedness in one or more series for the CFD and to establish a bonded indebtedness limit for the CFD and a bonded indebtedness limit for Improvement Area No. 1; and

WHEREAS, under the Act, parcels within the Future Annexation Area may be annexed into the CFD as a separate improvement area (each a "Future Improvement Area") to be designated at the time of such annexation only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings; and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

WHEREAS, it is in the public interest and for the public benefit that the Authority declares its official intent to reimburse itself and/or other local agencies constructing and/or acquiring the Facilities on whose behalf the Authority will issue debt the expenditures related to the Facilities with the proceeds of bonded indebtedness and other debt issued by the Authority for the CFD; and

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WHEREAS, in order to finance the costs of the Facilities to be financed by a Future Improvement Area designated in the future, it is necessary to incur bonded indebtedness in one or more series for the CFD and Improvement Area No. 1, and provide a means to establish a bonded indebtedness limit for Future Improvement Areas designated from the Future Annexation Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of the California Municipal Finance Authority, as follows**:**

Section 1. The above recitals are true and correct, and the Board so finds and determines.

Section 2. In order to finance the costs of the Facilities, it is necessary for the Authority to incur bonded indebtedness for the CFD in the maximum aggregate principal of $15,300,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, the bonded indebtedness limit is $8,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, the bonded indebtedness limit is not to exceed $7,300,000 (the "Future Improvement Area Indebtedness Limit"). Indebtedness subject to the Authorization shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act.

Upon designation of a parcel or parcels annexed into the CFD from the Future Annexation Area as a Future Improvement Area, the Unanimous Consent shall include an authorization to incur bonded indebtedness for such Future Improvement Area in a maximum amount which does not exceed the Future Improvement Area Indebtedness Limit, net of the amount or amounts of the Future Improvement Area Indebtedness Limit previously established in connection with a prior annexation from the Future Annexation Area, which limit shall be set forth in a Unanimous Consent. Such allocation may be made without any requirement for further public hearings, Board action or other additional proceedings, and the Authority shall include the Unanimous Consent in the records for the CFD.

Section 3. The bonded indebtedness and other debt are proposed to be incurred for the purpose of financing the costs of the Facilities, including acquisition and improvement costs and all costs incidental to or connected with the accomplishment of said purposes and of the financing thereof, as permitted by Section 53345.3 of the Act.

Section 4. This Board, acting as legislative body for the CFD, intends to authorize the issuance and sale of bonds and other debt in one or more series in the maximum aggregate principal amount of not to exceed the sum of the Improvement Area No. 1 Bonded Indebtedness Limit bearing interest payable semi-annually or in such other manner as this Board shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of such bonds and other debt, and maturing not to exceed 40 years from the date of the issuance of each series of the bonds and other debt.

This Board, acting as legislative body for the CFD, intends to authorize the issuance and sale of bonds and other debt in one or more series in the maximum aggregate principal amount with respect to the Future Improvement Areas to be determined at the time of annexation (not to exceed the Future Improvement Area Indebtedness Limit in the aggregate), bearing interest payable semi-annually or in such other manner as this Board shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale

of each series of bonds and other debt, and maturing not to exceed 40 years from the date of the issuance of the respective series of bonds and other debt.

Section 5. Friday, July 18, 2025, at the hour of 11:00 a.m. or as soon as possible thereafter, at 200 S. Anaheim Blvd., Public Works South Conference Room, 2nd Floor, Anaheim, California 92805, is hereby fixed as the time and place when and where this Board, as legislative body for the CFD, will conduct a public hearing on the proposed debt issue and consider and finally determine whether the public interest, convenience and necessity require the issuance of bonds and other debt of the Authority on behalf of Improvement Area No. 1 and the Future Improvement Areas.

Section 6. The Secretary is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper of general circulation circulated within the CFD. The publication of the notice shall be completed at least seven days before the date specified above for the public hearing. The Secretary may also cause notice of the hearing to be given to each property owner within the CFD by first class mail, postage prepaid, to each such owner's addresses as it appears on the most recent tax records of the District or as otherwise known to the Secretary to be correct. Such mailing shall be completed not less than 15 days before the date of the hearing. Each of the notices shall be substantially in the form specified in Section 53346 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

Section 7. The Authority hereby declares its intention to reimburse itself and/or other local agencies constructing and/or acquiring the Facilities certain expenditures for the Facilities from the proceeds of the bonded indebtedness and other debt described in this Resolution, including costs of the Facilities paid by the Authority and/or other local agencies on whose behalf the Authority will issue debt for the CFD prior to the date of issuance of such bonded indebtedness and other debt not in excess of the amount described in Section 2 above.

Section 8. This Resolution shall in no way obligate the Board of the Authority to form the CFD or to issue bonds or other debt for the CFD. Issuance of the bonds and other debt shall be subject to the approval of this Board by resolution following the holding of the public hearing referred to above.

Section 9. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Municipal Finance Authority this 6th day of June, 2025 by the following vote:

AYES: De Foor, McClure, Tanner (Alt.)

NOES: None

ABSTAIN: None

ABSENT: Adams, Alexander, Moreno

* * * * * *

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I, the undersigned, a duly authorized official of the California Municipal Finance Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Board of said Authority at a duly called meeting of the Board of said Authority held in accordance with law on June 6, 2025.

By: _____
Authorized Signatory

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Riverdale Park Tract Community Service District

06/23/2025

To: Stanislaus County Board of Supervisors,

Subject: Notification of PFOA/PFOS Q2-2025

The purpose of this letter is to inform you of the presence of perfluorooctanesulfonic acid (PFOS) and/or perfluorooctanoic acid (PFOA) in the groundwater served to our customers. PFOA and PFOS are man made fluorinated chemicals and belong to a group of emerging chemicals of substantial concern. PFOA and PFOS are broadly referred to as per- and polyfluoroalkyl substances (PFASs). Following mandatory monitoring required by the State Water Resources Control Board, Division of Drinking Water (DDW), it was determined that the NOTIFICATION level for PFOS and/or PFOA has been exceeded. As of August 22, 2019, the NOTIFICATION level for PFOS is 6.5 parts per trillion and 5.1 parts per trillion for PFOA. In contrast, the RESPONSE level for combined PFOA and PFOS contaminants is 70 parts per trillion.

Pursuant to Health and safety Code Section 116455, the water system is required to inform its own governing body and the governing body of any local agency whose jurisdiction includes the areas supplied with drinking water by the Riverdale Park Tract Community Service District of concentrations exceeding the NOTIFICATION levels. NOTIFICATION levels are health-based advisory levels established by the DDW for non-regulated potentially hazardous chemicals in drinking water that lack maximum contaminant levels.

When a potentially hazardous chemical is present in drinking water and provided to consumers at concentrations considerably greater than their NOTIFICATION level, i.e. - the RESPONSE level, DDW recommends the drinking water system take the affected water source immediately out of service. Presently, the Riverdale Park Tract Community Service District water system continues to monitor its source and has determined that neither PFOS nor PFOA have exceeded their RESPONSE levels at this time. Additional information will be provided to our customers in the Riverdale Park Tract Community Service District water system Consumer Confidence Report that is published annually on or before July 1, 2020.

> ***"Based on the current evaluation of recent human and animal toxicity data, exposure to PFOS and PFOA in tap water over certain levels may result in adverse health effects including hepatotoxicity, immunotoxicity, thyroid toxicity, reproductive toxicity, and cancer (pancreatic and liver).***
>
> ***If you have questions, please call Sam Hedge,*** Riverdale Park Tract Community Service District Water Operator, 209-406-6069.

The following is a summary of PFOS/PFOA levels associated with water delivered to patrons of this water system. The highlighted results in the following table indicate PFOS/PFOA levels in exceedance of their established notification level(s):

Well 003 West (5000019-003) – ACTIVE

DATE SAMPLED	RESULTS (PARTS PER TRILLION)	
	PFOS	PFOA
04/15/2025	3.3	8.6

Communication: This Board has received a letter from the Riverdale Park Tract Community Services District regarding chemicals in their water

Production of polyfluoroalkyl substances (PFASs) in the United States began post WWII. These man made substances were specifically synthesized for their water and lipid resistance, which proved beneficial in their various commercial and industrial applications. They have been used extensively in consumer products such as carpets, clothing, furniture fabric, paper food packaging, and cookware designed to be waterproof, stain resistant, and/or 'non-stick.' Additionally, PFASs can be components in fire retardant foam and various industrial processes.

Respectfully,

Riverdale Park Tract Community Service District

Board of Directors

Communication: This Board has received a letter from the Riverdale Park Tract Community Services District regarding chemicals in their water

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Sample Name: Well 03 West
Laboratory ID: 25D2740-01

Report Date: 05/22/25 11:09

System Name: Riverdale Park Tract
PS Code: CA5000019_003_003
Sampled by: J. Ward
Employed by:

Sample Date: 04/15/25 15:35
Sample Received: 04/16/25 08:45

Data submitted to DDW via EDT

Parameter	Result	MCL	DLR	RL	Units	Storet	Test Method	ELAP #
Perfluorobutanoic acid (PFBA)	4.8			2.0	ng/l		EPA 533	2303
Perfluoro-3-methoxypropanoic acid (PFMPA)	<2.0			2.0	ng/l		EPA 533	2303
Perfluoropentanoic acid (PFPeA)	5.6			2.0	ng/l		EPA 533	2303
Perfluorobutanesulfonic Acid (PFBS)	7.2	4	2	2.0	ng/l	C2801	EPA 533	2303
Perfluoro-4-methoxybutanoic acid (PFMBA)	<2.0			2.0	ng/l		EPA 533	2303
Perfluoro(2-ethoxyethane)sulfonic acid (PFEESA)	<2.0			2.0	ng/l		EPA 533	2303
Nonafluoro-3,6-dioxaheptanoic acid	<2.0			2.0	ng/l		EPA 533	2303
4:2 Fluorotelomer sulfonic acid (4:2 FTS)	<2.0			2.0	ng/l		EPA 533	2303
Perfluorohexanoic Acid (PFHxA)	5.4	4	2	2.0	ng/l	C2811	EPA 533	2303
Perfluoropentane sulfonic acid (PFPeS)	<2.0			2.0	ng/l		EPA 533	2303
Hexafluoropropylene oxide dimer acid (HFPO-DA)	<2.0	4	2	2.0	ng/l	C2815	EPA 533	2303
Perfluoroheptanoic Acid (PFHpA)	2.4			2.0	ng/l	C2802	EPA 533	2303
Perfluorohexanesulfonic Acid (PFHxS)	8.9	3	2	2.0	ng/l	C2803	EPA 533	2303
4,8-dioxa-3H-perfluorononanoic Acid (ADONA)	<2.0	2	2	2.0	ng/l	C2818	EPA 533	2303
6:2 Fluorotelomer sulfonic acid (6:2 FTS)	<2.0			2.0	ng/l		EPA 533	2303
Perfluorooctanoic Acid (PFOA)	8.6	4	2	2.0	ng/l	C2806	EPA 533	2303
Perfluoroheptane sulfonic acid (PFHpS)	<2.0			2.0	ng/l		EPA 533	2303
Perfluorononanoic Acid (PFNA)	<2.0	4	2	2.0	ng/l	C2804	EPA 533	2303
Perfluorooctanesulfonic Acid (PFOS)	3.3	4	2	2.0	ng/l	C2805	EPA 533	2303
9-Chlorohexadecafluoro-3-Oxanone-1 Sulfonic Acid	<2.0	2	2	2.0	ng/l	C2816	EPA 533	2303
8:2 Fluorotelomer sulfonic acid (8:2 FTS)	<2.0			2.0	ng/l		EPA 533	2303
Perfluorodecanoic Acid (PFDA)	<2.0	4	2	2.0	ng/l	C2809	EPA 533	2303
Perfluoroundecanoic Acid (PFUnA)	<2.0	4	2	2.0	ng/l	C2814	EPA 533	2303
11-Chloroeicosafluoro-3-Oxaundecane-1-Sulfonic Aci	<2.0	2	2	2.0	ng/l	C2817	EPA 533	2303
Perfluorododecanoic Acid (PFDoA)	<2.0	4	2	2.0	ng/l	C2810	EPA 533	2303

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Communication: This Board has received a letter from the Riverdale Park Tract Community Services District regarding chemicals in their water

Appendix: 1

Riverdale Park Tract CSD. 5000019

PFOA & PFOS Four Quarter Average

	Q3 2024	Q4 2024	Q1 2025	Q2 2025	4 Qtr Average	Effective 8/22/2020 Notification Level	Effective 8/22/2020 * Response Level
PFOA	10	9.9	8.4	8.6	9.225	5.1	**10**
PFOS	6.6	8.3	6.9	3.3	6.275	6.5	**40**
Combined	16.6	18.2	15.3	11.9	15.5	11.6	**50**

NUMBERS = PPT

*** Exceedence: System must be taken out of service or public notice issued**

PFOA Perfluorootanoic Acid

PFOS Polyfluoroalkyl Substances

General Order: DW2020-0003-DDW

Communication: This Board has received a letter from the Riverdale Park Tract Community Services District regarding chemicals in their water





Stanislaus County

2024

2025

Stanislaus County Civil Grand Jury

CONSOLIDATED REPORT

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

FRONT COVER: The new Stanislaus County Courthouse in the final stages of construction in May 2025. Occupancy date: 2026.
Photography by Carolyn Neumann. ©2025

BACK COVER: Stanislaus County at sunset.
Photography by Carolyn Neumann. ©2025

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Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Stanislaus County Civil Grand Jury

Post Office Box 3387 • Modesto, California 95353 •(209) 525-4252 •Fax (209) 558-8170

June 25, 2025

The Honorable Sonny S. Sandhu
Presiding Judge of the Superior Court of California
800 Eleventh Street
Modesto, California 95354

Dear Judge Sandhu,

As the Foreperson for the 2024-2025 Stanislaus County Civil Grand Jury (SCCGJ), this past year has been a rewarding experience in affecting real change in our community while enhancing public awareness of countywide operations. This year's SCCGJ engaged in the democratic process for the purpose of representing a collective voice depicted in our Consolidated Report by investigating citizen complaints in a collaborative manner. It is our hope, as the SCCGJ, that each report promotes an increased public awareness of how residents can work effectively to foster change throughout Stanislaus County. When Government succeeds, its citizens all benefit and ideally, a well-functioning society evolves. Every juror had a role in our work this year that led to this Consolidated Report; we also reorganized and updated official SCCGJ Policies and Procedures Manual that we offer to future juries. The SCCGJ's Consolidated Report is an opportunity in assuring that each final report represents the voice of the entire grand jury.

The 2024-2025 SCCGJ Consolidated Report is the outcome of a dedicated panel of citizens and the product of our collective voice. During our term, the jurors completed five countywide investigations, completed a number of county facilities tours, and observed the November General Election at voting centers across Modesto. As well, the jurors provided an implementation report from a previous SCCGJ. Additionally, in our work, we identified areas that may be of interest and have forwarded those complaints for consideration by next year's jurors.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

A citizen-led democracy has proven to be the most effective form of government throughout the State of California's 58 counties. The civil grand jury is a fundamental element of the Superior Court as it serves as an investigative "watchdog" over local government entities, including cities, counties, and special districts. It aims to ensure that public funds are handled responsibly, governmental operations are efficient, and public officials are acting in the best interests of the public. We urge citizens throughout our county to consider participating in the democratic process of the Civil Grand Jury to ensure, as citizens, that local government officials along with taxpayer-funded entities are accountable to the people they represent under the Constitutions of the United States and the State of California.

We extend our gratitude to our numerous Legal Advisors who guided and supported our work and were consistently available whenever their assistance and insight was warranted. As ordinary citizens, this assistance was foundational to our success this past year. We thank the Stanislaus County District Attorney's Office, the Sheriff's Office, the Chief Executive Officer, the County Clerk-Recorder, the Fire Warden, and the Public Defender's Office for their presentations and hospitality during our term. The insight gained from these county leaders enriched our understanding of vital county services.

On behalf of the entire Civil Grand Jury, I would like to thank you, Judge Sandhu, the Honorable Judge Carrie M. Stephens, and the Superior Court for the opportunity to affect change and accountability in our community. It has been an honor to serve as the Foreperson for this Civil Grand Jury.

Respectfully,

Charlene Cano

Charlene Cano
Foreperson
2024-2025 Stanislaus County Civil Grand Jury

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

STANISLAUS COUNTY CIVIL GRAND JURY

CITIZEN COMPLAINT FORM

Post Office Box 3387 - Modesto, California 95353 (209) 525-4252, Fax (209) 558-8170

CONFIDENTIAL

THIS COMPLAINT IS AGAINST

CIVIL GRAND JURY OFFICE USE ONLY
Date Received
Grand Jury Case Number
Committee Assignment

Name/Title

Organization

Address

City, State, Zip Code

Telephone Number

MY COMPLAINT AGAINST THE ABOVE IS

OTHER PERSONS OR AGENCIES CONTACTED

DESCRIBE THE ACTION YOU WANT THE GRAND JURY TO TAKE

COMPLAINANT INFORMATION (Optional)

Name

Address | City/State | Zip Code

Home Phone Number | Work Phone Number | Cell Phone Number

The information in this form is true, correct and complete to the best of my knowledge.

Signature | Date

ALL COMMUNICATIONS TO THE GRAND JURY ARE CONFIDENTIAL

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

2024 – 2025 Stanislaus County Civil Grand Jurors

Charlene Cano, Modesto
Wende Feller, Modesto
Dan Freeman, Modesto
Ernie Garcia, Modesto
Andy Harless, Modesto
Melissa Kelly, Modesto
Janet Kenworthy, Modesto
Gary McAlister, Modesto

Carolyn Neuman, Modesto
William Paul, Turlock
Sherryl Price, Turlock
Amy Rockwood, Modesto
Donald Strangio, Modesto
Sandy Sutton, Modesto
Phil Swearingen, Modesto
Paul Troop, Oakdale



Join the Stanislaus County Civil Grand Jury!

If you are interested in becoming a juror
for the 2026-2027 term, call (209) 525-4252
for information on how to apply
or scan this QR code.

If you have a complaint you would like the
Stanislaus County Civil Grand Jury to consider,
please complete a Complaint Form by clicking on this link:
encrypt_1_complaint-form-rev-102518.pdf
or copy the form on the previous page and mail it in
as per the instructions.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

What is a Civil Grand Jury?
What are Its Duties?

MISSION STATEMENT:

The primary function of the civil grand jury is to provide unbiased oversight and to investigate complaints from citizens about the operations of county and city government, school districts and special districts, as required by law. The grand jury assures citizens that government is operating efficiently and in an ethical, honest manner. The grand jury investigates policies and procedures and makes recommendations to improve local governmental operations.

AUTHORITY:

Civil grand juries are mandated by Article 1, section 23 of the California Constitution. They operate under Title 4 of the California Penal Code, sections 3060-3074 of the California Government Code, and section 17006 of the California Welfare and Institutions Code. All 58 counties in California are required to have civil grand juries.

In California, civil grand juries have several functions:

1. to act as the public watchdog by investigating and reporting on the affairs of local government;
2. to make an annual examination of the operations, accounts and records of officers, departments or functions of the county, including any special districts;
3. to inquire into the condition and management of jails and prisons within the county;
4. to weigh allegations of misconduct against public officials and determine whether to present formal accusations requesting their removal from office; and
5. to weigh criminal charges and determine if indictments should be returned.

Additionally, the grand jury has the authority to investigate the following:

1. all public records within the county;
2. books and records of any incorporated city or joint powers authority located in the county;
3. certain housing authorities;
4. special purpose assessing or taxing agencies wholly or partly within the county;
5. nonprofit corporations established by or operated on behalf of a public entity;
6. all aspects of county and city government, including dozens of special districts; and

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

7. the books, records and financial expenditures of any government agency including cities, schools, boards, and commissions.

INVESTIGATIONS:

The civil grand jury conducts three types of investigations.

- **Mandatory investigations**--those that the California Penal Code requires the grand jury to undertake.
- **Discretionary investigations**--those over which the legislature has given the grand jury jurisdiction but has stated it is not required.
- **Citizen complaints**--those complaints within the jurisdiction of the grand jury received from a citizen. The statutes preclude the grand jury from considering complaints on matters imminently before the court, matters that are the subject of litigation, matters involving agencies located outside the county, matters involving privately held companies and matters involving the fiscal and administrative operations of the Superior Court.

ACCEPTANCE:

Anyone may ask the grand jury to investigate. Whether the jury chooses to investigate such a complaint is entirely in its discretion. Deciding factors include such things as determining if the complaint falls within the jurisdiction of the grand jury, if the facts warrant an investigation, whether the jury has sufficient time to conduct a proper investigation, and if a previous grand jury has already reviewed the topic of the complaint.

FINAL REPORTS:

The findings and recommendations of those complaints and issues the jury chooses to study are published in a final report. Reports are distributed to public officials and to the community at large through the media, public libraries and the Internet. Statutes require the entities reported on to respond.

CONFIDENTIALITY:

In all its proceedings and investigations, the grand jury is sworn to maintain complete secrecy. The members of the grand jury apply the same objective standard of conduct and responsibility to all persons and entities, and are not influenced by sentiment, conjecture, sympathy, public feelings, passion, or prejudice.

TERM OF SERVICE:

The grand jury's term of service begins July 1st and ends June 30th of the following year.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

2024-2025
Stanislaus County
Civil Grand Jury

Oakdale Police Department Mandated Training Implementation Report

Case #25-19GJ
Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Oakdale Police Department
Mandated Training Implementation Report

Case Number #25-19GJ

Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

SUMMARY

The 2022-2023 Stanislaus County Civil Grand Jury made findings and recommendations in Case #23-10C related to the ongoing mandated training requirements for law enforcement officers in the Oakdale Police Department. Those findings and recommendations included timelines for bringing the department into compliance with statewide standards, including certain tasks being completed by December 31, 2024. Correspondence with Oakdale Police Department leadership, plus specific documents requested and received, were reviewed by members of the Criminal Justice Committee of the 2024-2025 SCCGJ. It has been determined that the Oakdale Police Department has complied with the recommendations made and that its officers are currently in compliance with mandated training requirements. Recommendations are made in order to maintain the improved management and implementation of mandatory training requirements.

View the original report here: cgj-final-report-2022-2023.pdf

View the response here: response-oakdale-police-department-23-10c.pdf

GLOSSARY

POST. An abbreviation for *State of California Commission on Peace Officer Standards and Training*

SCCGJ. An abbreviation for the *Stanislaus County Civil Grand Jury.*

BACKGROUND

The 2022-2023 SCCGJ in its final report, made findings and recommendations related to the ongoing mandated training requirements for law enforcement officers in the Oakdale Police Department. Those findings and recommendations included timelines for bringing the department into compliance with statewide standards, including certain tasks being finalized by December 31, 2024.

Responding on behalf of the City of Oakdale to the 2022-2023 SCCGJ Report in a letter dated August 22, 2023, Cher Bairos, Mayor of the City of Oakdale, wrote in part:

"Oakdale Police Management takes training seriously and is enforcing its own training policy. Every police officer that is capable of attending training has already attended the POST-mandated training or is scheduled to attend the training prior to December 31, 2024." (page 2).

Additionally, the 2022-2023 SCCGJ Report referenced issues related to the OPD Training Coordinator being current in attending Training Manager's Workshops and updating and maintaining the Master Training Plan.

METHODOLOGY

Following review of the 2022-2023 SCCGJ Report members of the Criminal Justice Committee of the 2024-2025 SCCGJ sent a letter dated November 26, 2024, to the Oakdale Police Department requesting the following information be provided by December 31, 2024, related to compliance issues.

1) 2023 and 2024 Officer Training logs showing a record of each officer in the department's attendance and completion dates of mandated trainings, indicating if there are any officers not fully compliant and anticipated completion dates.

2) Documentation of the dates of the Oakdale Police Department Training Coordinator's attendance at Training Manager's Workshops in 2023 and 2024.

3) A copy of the most recent version of the Oakdale Police Department Master Training Plan.

The Oakdale Police Department responded and provided the requested information prior to the December 31, 2024 deadline.

Their response included Officer Training logs showing records for 21 of the department's 24 personnel posted on the Agency Roster Report. Additionally, POST (State of California Commission on Peace Officer Standards and Training) documentation was provided related to individual officer's training records and a Compliance Analysis Report.

Documentation was also provided related to the Oakdale Police Department Training Coordinator's attendance at the Training Manager's Workshops in 2023 and 2024.

Included in the written response was a copy of the department's current Master Training Plan.

In reviewing the documentation submitted it was found that the training records for three officers on the Agency Roster Report were missing and that an inconsistency, likely due to a typographical error, was noted concerning one officer's date of hire.

A written follow-up request was made to the Oakdale Police Department on January 14, 2025 requesting clarification on the one officer's hiring date and the missing three officer's training logs to be provided by January 31, 2025. The Oakdale Police Department responded almost immediately to this follow-up request and corrected the one officer's hiring date and provided the three training records that were omitted from the first submission.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

DISCUSSION

In reviewing the POST Compliance Analysis Report for the period January 1, 2023 to December 31, 2024 Individual Profile Reports submitted for each officer on the agency roster it was found that all Oakdale Police Department officers are current on mandatory training requirements and/or have waivers related to a grace period for their recent dates of hire and training received in the academy that qualifies for the current training cycles.

The requested documentation for the Training Coordinator's attendance at the Training Manager's Workshops contained in the sign-in sheets from the California Police Training Managers Association was reviewed and indicates that the Oakdale Police Department's Training Coordinator did attend the Training Manager's Workshops on February 1, 2023, and December 17, 2024. The Oakdale Police Department's Master Training Plan was reviewed and found to have been updated to include mandatory training in Domestic Violence consistent with mandatory training requirements, as recommended in the 2022-2023 SCCGJ Report.

FINDINGS

F1. The Oakdale Police Department is found to be in compliance with deadlines recommended in the 2022-2023 SCCGJ Report related to mandatory Peace Officer Training.

F2. Oakdale Police Department officers are current in statewide standards for training required by the California State Commission on Peace Officer Standards and Training or have legitimate waivers related to recent dates of hire and training received in the academy within the training cycle.

F3. The Oakdale Police Department Training Coordinator is in compliance with recommendations included in the 2022-2023 SCCGJ Report related to attendance at the Training Manager's Workshops in 2023 and 2024.

F4. The Oakdale Police Department's Master Training Plan is in order and up to date.

COMMENDATION

Leadership at the Oakdale Police Department was fully cooperative and transparent in their participation in this implementation review process having responded promptly and thoroughly to all inquiries. Indicators are that measures have been successfully implemented to ensure department compliance with state mandates related to Peace Officer Training and that all officers

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

within the department are currently fully compliant. As a result, Oakdale community members are better served and protected. The ongoing maintenance of these significant improvements remains important.

Leadership at the Oakdale Police Department should conscientiously maintain the current improved management and implementation of the training aspect of the department's operation by regularly reviewing, updating, and implementing changes in state regulations and closely monitoring each officer's training requirements and completion dates, assuring that the Training Coordinator at least annually attends the Training Manager's Workshops, and by holding regularly scheduled meetings of the training committee to keep the Master Training Plan up to date.

REQUEST FOR RESPONSES IN 90 DAYS

REQUIRED RESPONSE:

The following response is required pursuant to California Penal Code §933 and 933.05.

The SCCGJ compels a response from the following governing body within ninety days:

- City of Oakdale City Council: F1, F2, F3, F4.

INVITED RESPONSE:

SCCGJ invites the following official to respond within sixty days:

- The City of Oakdale Chief of Police: F1, F2, F3, F4.

Responses are to be submitted to:

Honorable Sonny Sandhu, Presiding Judge
Superior Court of California, County of Stanislaus
P.O. Box 3488
Modesto, CA 95353

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

2024-2025
Stanislaus County
Civil Grand Jury

Review of the Annual Financial Audit Report

For the Fiscal Year Ended June 30, 2023

Case #25-15GJ
Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Review of the Annual Financial Audit Report for the Fiscal Year Ended June 30, 2023

Case Number #25-15GJ

Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

SUMMARY

The Stanislaus County Office of the Auditor-Controller is now in its third year of struggle with implementation of a new software system. As a result, required financial reporting is delayed. While this reporting is substantially adequate, the external auditor found material weaknesses that could lead to real errors over time.

GLOSSARY

accounting principles. Best practices that assure uniformity, accuracy, and compliance with state and federal laws. An ACFR relies on Generally Accepted Accounting Principles (GAAP) as interpreted by the Government Accounting Standards Board (GASB).

ACFR. An abbreviation for *Annual Comprehensive Financial Report.* Analogous to a corporate "annual report," it provides a detailed annual summary of local government revenue, spending, and resources.

CA PC §. An abbreviation for the *California Penal Code section*.

CFR. An abbreviation for *Code of Federal Regulations*. These are rules published in the Federal Register for federal agencies.

ERP. An abbreviation for *Enterprise Resource Planning* system: Software used to manage and interpret data gathered from many parts of the organization. This includes financial and accounting data.

material weakness. The accounting process lacks important controls and oversight. This lack is severe enough that there is a reasonable possibility of an important error being overlooked.

present fairly. The term used when an external auditor concludes that an organization's financial report uses appropriate accounting principles, is reasonably informative, and is acceptably accurate.

SEFA. An abbreviation for *Schedule of Expenditures of Federal Awards.* An internal document used to track the spending of funds given by the federal government. This document is not included in the ACFR but is used to prepare it.

significant deficiency. Some portion of the accounting process lacks necessary controls, leading to errors. These errors are less severe than a material weakness.

Single Audit: An assessment, by an external auditor, of whether the financial systems used to prepare the ACFR have adequate controls to prevent and detect mistakes.

BACKGROUND

Accountability in spending tax dollars is a vital component of government. As a result, there are legal requirements for accountability. One is that the Board of Supervisors must annually publish a report summarizing the revenue, spending, and financial condition of the county (CA Govt Code Code § 25253 (2024)). This is the Annual Comprehensive Financial Report. In addition, because Stanislaus County receives more than $1,000,000 in federal funds, it must submit an annual Single Audit performed by an external auditor (2 CFR § 200.500 (2025)).

This pair of documents answers two related questions:

- ACFR: How did the county use the money available to it?
- Single Audit: Does the county have adequate systems for keeping track of where the money goes?

The ACFR covers the operations of Stanislaus County government and some closely related entities, such as lighting districts. It does not address the finances of any of the incorporated or unincorporated cities, the school districts, or the Stanislaus County Superior Court. The ACFR provides a comprehensive look at where money comes from and where it goes. One sample is this breakdown of revenue sources. It shows the importance of money from state and federal government (operating grants and contributions).

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

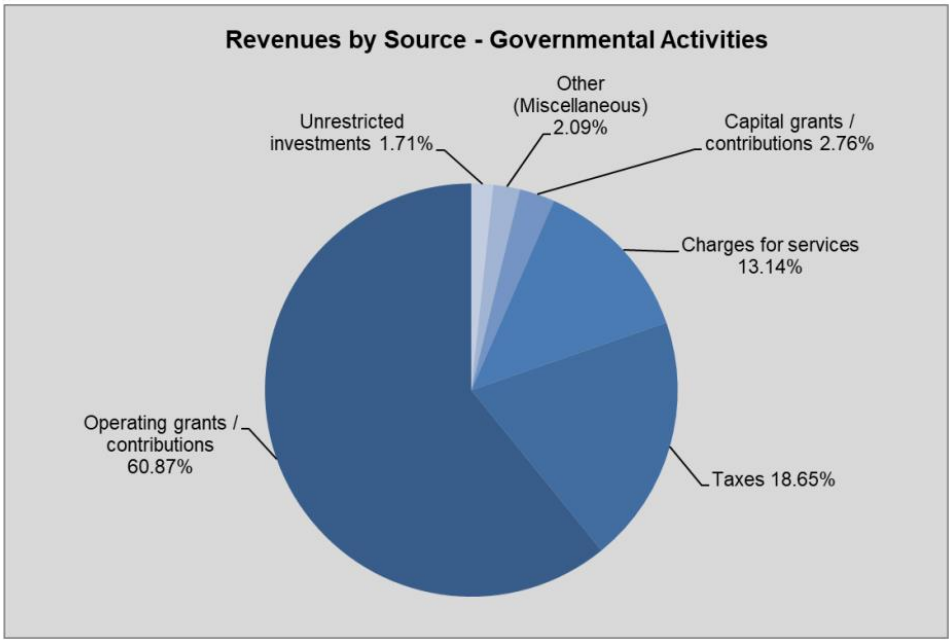

Figure 1: Stanislaus County AFCR Fiscal Year Ending 2023

In the Single Audit, the external auditor evaluates the county's financial systems and reporting methods in order to evaluate two major issues:

- Do financial systems have good controls to prevent mistakes? These can be understood as checks and balances. Are policies followed? Is there sufficient oversight? Are there processes for preventing or correcting mistakes?

- Are the finances in compliance with specific rules for federal funding programs?

The Single Audit is to be submitted to the Federal Audit Clearinghouse within nine months after the end of the fiscal year. At the same time, the ACFR is also submitted to the California Office of the Controller. Since the county's fiscal year ends on June 1, the 2022-23 package should have been submitted by March 31, 2024. It did not reach the Federal Audit Clearinghouse until January 10, 2025. The prior year's package had also been late by more than 90 days.

The responsibility of a civil grand jury under CA PC §925 is to review the most recent ACFR and Single Audit, which is the 2022-23 package.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

METHODOLOGY

Before the pattern of delays began, the review of the ACFR and Single Audit typically started with an entrance meeting with the external auditor. This would take place in autumn, when the audit began. The investigation would end with an exit meeting with the external auditor, in the spring.

Significant delays in producing the ACFR, spreading the process across multiple CGJ terms, made this process unavailable to us. When we began our term, in July 2024, the 2022-23 ACFR and Single Audit were 90 days overdue.

We instead spoke with key staff at the office of the Stanislaus County Auditor-Controller, as well as members of the Stanislaus County Board of Supervisors. We also consulted the state and federal regulations and guidelines for submitting an ACFR and Single Audit, as well as the Government Finance Officers Association's best practices. The Office of the Auditor-Controller provided us with the 2022-23 ACFR and Single Audit in November 2024.

DISCUSSION

In late 2022, the Office of the Auditor-Controller started its move to a new ERP with a steep learning curve. The impact of this move thus started with the 2021-22 reports and continued into the 2022-23 reports. The resulting training needs and workload strain led to six staff members leaving for other local government agencies.

In August 2024, shortly after the end of the 2023-24 fiscal year, the elected Stanislaus County Auditor-Controller suddenly retired. This Auditor-Controller had been a champion of the new system, particularly for configuring it to reconcile accounts at a high level of precision.

The belated 2021-22 ACFR was awarded a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association. This award is based on a detailed checklist of what financial data is provided, in what format. It speaks to the comprehensiveness and care in presentation of the ACFR.

What an award like this does not cover—and the Single Audit does—is the robustness of the system that produces the detailed and carefully presented numbers. While the external auditor concluded that the 2022-23 ACFR did present fairly the financial situation of Stanislaus County, it also found two material weaknesses.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

One material weakness involves a missing step in preparation of the SEFA document. The county omitted from the SEFA its $10 million standard revenue-replacement allowance. The money is not missing from the general ledger or otherwise imperiled. Both the county's official response to the auditor's finding and our interviews confirmed that this was a one-time mistake that will not affect the county's ability to obtain American Rescue Plan Act (ARPA) funds.

The second material weakness was a repeat from the prior 2021-22 Single Audit. The auditor found a pattern of errors in how the county accounted for revenue that is 180 or more days late in arriving. This "unearned revenue" is typically funds due from other government agencies, rather than bad debt. Being late does not mean that it will never arrive. Until it arrives, it belongs on the balance sheet as a liability. Accounting for this money as if it had already arrived is an error that makes a fund look like it has more money in the bank than it does.

Errors in unavailable revenue were found in three funds, both in the current year and in the prior year. In both cases, the external auditor attributed the problem to confusion caused by the new ERP system. The Auditor-Controller's office is working with the departments to get their paperwork in order to receive their funds.

Everyone we spoke with assured us that the 2023-24 ACFR and Single Audit would be completed by the March 31, 2025 deadline. We believe that our sources were speaking from their best knowledge at the time and had no intent to mislead us. However, the report was not submitted on time, and we have since been informed that the new target is June 30, 2025.

Of California's 58 counties, 41 submitted their 2023-24 Single Audits to the federal clearinghouse on time. Excluding the six counties that are too small to consistently be required to do the Single Audit, 79% of counties were timely. Stanislaus and Kern counties are the only two among the twenty largest counties to be consistently and significantly late over the past three years.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

FINDINGS AND RECOMMENDATIONS

F1. The implementation of a new ERP system has created a persistent problem of delays and material weaknesses in financial reporting.

R1. The SCCGJ recommends that the County Board of Supervisors instruct the Office of the Auditor-Controller to reorganize the end-of-year accounting processes, as well as provide more training to departments on how to use the ERP accurately, in line with the findings of the external auditor. This process should be completed by October 31, 2025, in time to prepare the reports for the current fiscal year.

R2. The SCCGJ recommends that the County Board of Supervisors direct the Office of the Auditor Controller to complete its ACFR and Single Audit by June 30, 2025.

REQUIRED RESPONSES WITHIN 90 DAYS

The following responses are required pursuant to CA PC §§933 and 933.05:

Stanislaus Board of Supervisors; F1, R1, R2.

INVITED RESPONSES WITHIN 90 DAYS

Stanislaus County Auditor-Controller; F1, R1, R2.

Responses are to be submitted to:

Honorable Sonny Sandhu, Presiding Judge
Superior Court of California, County of Stanislaus
P.O. Box 3488
Modesto, CA 95353

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

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Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

2024-2025
Stanislaus County
Civil Grand Jury

Public Safety Facility Tours

Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Public Safety Facility Tours

2024 - 2025 Stanislaus County Civil Grand Jury

Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

SUMMARY

The 2024-2025 Stanislaus County Civil Grand Jury (SCCGJ) fulfilled its statutory duty to inquire into the condition and management of local detention facilities, as well as information obtained during tours of other adjunct public safety facilities, subsequent follow-up interviews of staff members, and reviews of program statistics, written policy, and procedures.

GLOSSARY

BHRS. An abbreviation for *Behavioral Health and Recovery Services.*

CAD. An abbreviation for *Computer Assisted Dispatch.*

CA PC §. An abbreviation for the *California Penal Code section*.

CGJA. An abbreviation for *Civil Grand Juror's Association of California.*

JBCT. An abbreviation for *Jail Based Competency Treatment.*

JPA. An abbreviation for *Joint Powers Authority.*

PTSD. An abbreviation for *Post Traumatic Stress Disorder.*

REACT. An abbreviation for *Re-Entry Enhanced Alternatives to Custody Training Center.*

RTCC. An abbreviation for *Real Time Crime Center*, a division of the Modesto Police Department.

SCCGJ. An abbreviation for *Stanislaus County Civil Grand Jury.*

SR911. An abbreviation for *Stanislaus Regional 911 Emergency Dispatch Center.*

BACKGROUND

CA PC §919(b) obligates the civil grand jury to "inquire into the condition and management of the public prisons within the county." In 2022, the California Attorney General issued an opinion (No. 18-103) stating the term "public prisons" includes "local detention facilities," and that a county or city jail is a typical example of such a local detention facility.

There are two local detention facilities within Stanislaus County, both of which are operated by the county: the Stanislaus County Sheriff's Detention Center and the Stanislaus County Juvenile Detention Facility. In addition to touring these facilities, several in-depth follow-up interviews of facility staff members took place as well as a review of written documentation supplied by various departments. The 2024-2025 SCCGJ members also toured other public safety facilities including the Stanislaus County Coroner's Office, the Modesto Police Department's Real Time Crime Center, the Stanislaus County Court Holding Facility, and the SR911 Emergency Dispatch Center.

METHODOLOGY

Stanislaus County Sheriff's Detention Center

The 2024-2025 SCCGJ was briefed and trained on the process of conducting jail inspections during the early part of its term in July and August 2024. This included a review of how prior civil grand juries conducted jail inspections and the current guidelines provided in training materials by the California Grand Juror's Association of California. On September 18, 2024, eleven members of the SCCGJ toured the adult detention facilities located at 200 E. Hackett Road, Modesto, California. The campus of the Stanislaus County Sheriff's Office and Detention Center consists of multiple, large, one- and two-story buildings set in a spacious rural setting south of Modesto, California. The tour was led by leaders of various units within the facility and lasted for almost 3 hours.

Included in the tour of the 1,754-bed capacity jail was the Classification holding area where intake assessment, medical and mental health screening, body scanning, risk assessment, orientation, and assignment initially take place. The Classification unit includes safety cells for disruptive and/or impaired inmates and holding cells for inmates awaiting classification and placement. The jail's outpatient hospital unit with a sixteen-bed capacity and staffed by contracted medical professionals was viewed as were the "M" and "B" mental health units staffed by personnel trained in mental health issues. The mental health units also have safety cells available. Behavioral Health and Recovery Services staff members are imbedded within some jail programs as are contracted psychiatrists and

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psychologists. The tour also included both the East and West wings where general population and protective custody population inmates are housed in various units. The Jail Based Competency Treatment program (JBCT) is located in the East wing of the jail. The unit has a capacity of eighteen inmates who have been adjudicated to be incompetent to stand trial and whose criminal cases are temporarily suspended pending restoration of their competency to understand the charges against them and to be able to assist in their own defense. This is a co-ed educational program which includes mental health treatment, psychotropic medications when indicated, and training on the aspects of the criminal justice system focused on the inmates' understanding of their charges, the process, and working with their legal advisors related to their case. It is a partnership between the California Department of State Hospitals, Stanislaus County Sheriff's Office, and Stanislaus County contracted medical mental health providers. Formerly, these services were provided at out-of-county State Hospital facilities which had months long waiting lists. The program now operating within the Stanislaus County Adult Detention Facility is currently functioning at 97% of bed capacity and has an 81% restoration of competency to stand trial rate, achieved in an average of 75 days.

The Re-Entry Enhanced Alternatives To Custody Training (REACT) program is housed in a separate building on the detention facility campus adjacent to the jail and has a capacity for up to 288 inmates (average unit population is 212) who must apply to become part of the rehabilitative and educational training program. Acceptance into the REACT unit is based partially upon demonstration of motivation and good behavior which must be maintained in order to remain in the program while incarcerated. Components of the REACT unit include educational programs such as computer skills training, GED test preparation, welding, landscaping, sewing, janitorial skills, livestock care, employment seeking skills, and job readiness. Self-help aspects of the program include cognitive awareness classes, principles and values development, substance abuse treatment, and PTSD coping mechanisms. A special unit for military veterans is available.

In depth follow-up interviews by SCCGJ members were arranged with Detention Facility senior staff members. On November 13, 2024, a two-hour Power Point presentation and interview took place with a ranking officer from the REACT program. On January 23, 2024, three one-hour interviews took place with unit leaders and administrators from various jail units. On January 29, 2024, a one-hour follow-up interview took place with a ranking officer from the JBCT program. In addition to the detailed Power Point presentation on the REACT program various documents provided by detention center staff including statistics, policy and procedure on the classification process, and policy and procedure for the JBCT program were reviewed.

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Stanislaus County Juvenile Detention Facility

On October 2, 2024, eight members of the SCCGJ toured the Stanislaus County Probation Department's Juvenile Division facilities located at 2215 Blue Gum Avenue in Modesto, California. The Stanislaus County Juvenile Court, Juvenile Hall, and Juvenile Detention Facility are located adjacent to the West Campus of Modesto Junior College on the rural western edge of Modesto, California. The tour was led by Probation Department administrators and by leaders of various units within the Juvenile Detention Facility and lasted for more than two hours. A round table discussion which included a question-and-answer period took place following the tour and included SCCGJ members and multiple detention facility staff members.

In-depth follow-up interviews by SCCGJ members were arranged with Juvenile Detention Facility senior staff members. On January 23, 2025, two one-hour interviews took place with two senior staff members and a one-hour interview took place with an administrator. Written materials requested and received concerning program statistics, policies, and procedures, were subsequently reviewed. A follow-up interview took place with a department administrator on April 1, 2025.

The Juvenile Detention Facility has spaces designated as Units 1 through 8 with a current capacity of 150 beds and Camps A, B, and C with a current capacity of 60 beds. In recent years, with changes in California state laws and closures at the California Youth Authority the population of the local county facility has dropped and now averages between 60 and 70 youths ranging in age from 13 to 25. The average stay for adjudicated youths is 110 days while the average stay for prejudicated youths is 14 days. Unit 1 is used for booking and release. Unit 3 is used for the co-ed general population shorter stays, first time offenders, and younger juveniles. Unit 5 is utilized for maximum security for youths involved in more serious crimes. Camp A is reserved for Court Committed Sentenced youths with a release date. Camp C is utilized as a secure track for youths anticipating a longer stay. Units 2, 6, and 7 are currently closed. Unit 4 has been converted to a library and game room. Unit 8 has been converted into a vocational culinary area. Camp B is currently closed. In addition to the unit cell areas the facility includes classrooms, day rooms, a library/game room, multipurpose gym areas, visiting rooms, offices, health care area, and kitchen. The grounds include fenced secured outdoor recreation areas and playing fields.

Touring SCCGJ members met with the facility's head cook in the facility kitchen area. Statewide guidelines concerning dietary regulations are followed and menus are planned

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on a five-week rotational basis with an emphasis on diversity. Special arrangements are made for dietary needs due to medical conditions and for religious reasons. Youths are served three meals per day, plus daily snacks. Additional snacks and special foods are offered as incentives. Health care is provided to the youths daily by an in-house nurse and weekly or as needed by a visiting physician. Dental care, if needed, is handled at off facility private locations. Mental health and substance abuse treatment services are provided as needed. Youths are allowed two one-hour visits per week on Thursdays and Sundays. Telephone access with a list of up to five pre-approved people is allowed daily. Youths are provided with access to the outdoor recreational areas for at least one hour on school days and at least two hours on non-school days, weather permitting. When weather prohibits outdoor recreation, then recreational time takes place inside in the gym areas.

There is a strong emphasis within the youth detention facility on rehabilitation. A behavior modification point system involving the allocation of 32 points daily to each youth is utilized to assist in managing behavior within the facility. Incentives such as increased privileges are utilized to encourage good behavior. Loss of points for infractions of rules and/or disruptive behavior results in loss of privileges. A Judge's Honor Roll is connected to a points system and consistently good behavior can reduce the length of sentences. The Stanislaus County Office of Education staffs the educational components within the facility and the classrooms are staffed by credentialed teachers. Classes are held five days a week, year-round, with the exception of holidays and a short summer break. Youths have the opportunity to earn school credits toward graduation. In addition to traditional academic subject areas vocational training is also available for truck driving, computers, electronics, and culinary skills.

Stanislaus County Court Holding Facility

On December 11, 2024, four members of the SCCGJ toured the Stanislaus County Court Holding Facility operated by the Stanislaus County Sheriff's Department within the former downtown Stanislaus County Jail building in Modesto at Twelfth and H streets. The former county jail building was constructed in the early 1950s and no longer houses inmates since the expansion of the current detention facility on Hackett Road. Currently, inmates incarcerated at the Stanislaus County Public Safety Center on Hackett Road who have scheduled in-person Court appearances are transported by armored specialty vehicles or secure Sheriff Department vans to and from the downtown Modesto Courthouse.

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The inmates upon arrival at the Court Holding Facility in the fenced sallyport are under guard in secured vehicles then escorted by deputies inside to holding cells on the first floor and in the basement. The old jail building is connected to the existing Stanislaus County Courthouse by an underground tunnel. Inmates are shuttled back and forth by deputies from the holding cell area through the tunnel to the courtrooms and back again. Sack lunches are provided to the inmates at lunch time. Fortunately, the new Stanislaus County Courthouse is scheduled for opening in mid-2026 and the current outdated building will be closed.

Stanislaus County Sheriff's Office Coroner's Facility

On January 15, 2025, seven members of the SCCGJ toured the Coroner's Facility located at 921 Oakdale Road in Modesto, California. The facility is a complex of offices, multiple autopsy areas (some with observation decks for law enforcement and legal personnel), a special area for donor networks to retrieve and/or harvest donated organs and tissue, a forensic laboratory, and two rooms for grieving families. Large onsite refrigerated storage areas are used to store up to approximately 70 bodies and there are back-up capabilities for a mass casualty incident. The facility is equipped with emergency back-up electric generators and utilizes an advanced air filtration system. The facility is staffed by two forensic pathologists, autopsy technicians, detectives, investigators, administrators, and clerical staff.

The Stanislaus Coroner's office contracts to provide some services for Tuolumne, Amador, and Mariposa counties. There were 3,426 deaths reported to the Coroner's office in 2024. In addition to reviewing medical records related to deaths, chart reviews, and providing toxicology reports, 492 full autopsies were performed at the facility in 2024. The current annual budget for the operation of the facility is approximately $3 million.

Modesto Police Department's Real Time Crime Center

On February 5, 2025, seven members of the SCCGJ toured the Modesto Police Department's Real Time Crime Center (RTCC) housed on the second floor of the former MPD headquarters located on Eleventh Street in downtown Modesto. The tour was led by a Police Department Civilian Manager and lasted approximately one hour and fifteen minutes. A brief presentation was made about the purpose, operations, functioning, and staffing of the center. The center is housed in a large dimly lit room resembling a mission

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control center with walls of computer monitors and big screen televisions displaying multiple live camera images broadcast from hundreds of cameras mounted throughout the City of Modesto, street maps, and computer-generated tracking images of law enforcement vehicle whereabouts, all in real time, constant motion, and ever changing. Staff members monitoring the live feeds sit in rows of consoles with computer keyboards and wear headsets with earphones and microphones allowing them communications with officers in the field. The system is able to connect with officers' body cameras as well. The camera images are able to track both pedestrian and vehicle movements and include license plate reader capability. In many cases, technology has helped in locating stolen vehicles and finding missing persons. SCCGJ observers were able to watch and listen to the monitoring and dispatch processes live. Many questions by the SCCGJ members were fielded by various staff members.

RTCC leverages technology to assist police units from all divisions within the Modesto Police Department to perform virtual-directed patrol during initial stages of response and during preliminary investigation calls for service or significant events. In addition to virtually responding to in-progress calls for service using available surveillance camera platforms. RTCC also conducts proactive observation of crime hot spots, engages in criminal intelligence research, and communicates vital intelligence information to field units and/or specialized units. This function enables law enforcement field supervisors to direct deployment and resource management during priority or critical events.

Stanislaus Regional 911 Emergency Dispatch Center

On January 22, 2025, six members of the SCCGJ toured the Stanislaus Regional 911 Emergency Dispatch Center (SR911) located at 3705 Oakdale Road in Modesto, California. The dispatch center is a single story, ground level, suite of individual offices and a conference room connected to a large office space resembling a mission control room with several rows of computer console workstations with multiple large video monitors at stations and around the perimeter of the room. Multiple call takers and dispatchers staff the workstations at the computer consoles wearing communication headsets and operating computer keyboards. There is constant motion, movement, sound, and visual stimulation in the room as personnel perform their job tasks. The center shares the building with the Office of Emergency Services and the County Fire Warden.

SR911 staff differentiate and prioritize emergency and non-emergency calls and dispatch needed services from the appropriate agencies. Dispatch functions can be hindered by an obsolete CAD system which is in the process of being replaced and is anticipated to be up

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and running in September 2025. The center answers on average 90 to 100 calls per hour, took 49,000 calls in December 2024, and approximately 600,000 calls last year.

The Center is a JPA involving Stanislaus County and the City of Modesto. The current governing board consists of two members of the Board of Supervisors, the Mayor of Modesto and a Modesto City Council member. The center takes calls for 22 various law enforcement and fire agencies, and the probation department. The annual budget is $11.2 million. The 58 employees of the center are technically County employees.

CONCLUSIONS

The 2024-2025 SCCGJ's legal obligation to inquire into the condition and management of each local detention facility within the county was satisfied by touring the Stanislaus County Sherriff's Adult Detention Facility and the Probation Department's Juvenile Detention Facility. Other adjunct public safety related facilities were also toured. Additionally, in depth follow-up interviews took place with multiple agency personnel and written materials requested and received concerning statistics, budgets, policy, and procedures were reviewed.

COMMENDATIONS

Sincere thanks are given to the Offices of the Stanislaus County Sheriff, the Modesto Police Department, SR911, and the Probation Department for providing ready access to their facilities and personnel. All staff member encounters were experienced as being personable, knowledgeable, dedicated, informative, professional, and of high quality.

Special acknowledgement is made of the rehabilitative efforts being achieved at the REACT program at the Sheriff's Office Adult Detention Facility as demonstrated by the significantly lower recidivism rate of inmates who complete that program as compared to inmates who have not participated in that program.

Additionally, the innovative and effective restoration efforts being provided locally by the JBCT program within the Sheriff's Office Adult Detention Facility is a vast improvement over historically difficult to access services in the State Hospital system.

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First, Do No Harm:
Preventing Disaster from Stanislaus 2030's $5 Million Small Business Loan Program

Case #25-01GJ
Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

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First, Do No Harm: Preventing Disaster from Stanislaus 2030's $5 Million Small Business Loan Program

Case Number #25-01GJ

Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

SUMMARY

The Stanislaus 2030 Investment Blueprint offers an appealing vision of a prosperous future for Stanislaus County. However, individual elements invite closer scrutiny for how they will be implemented. One of these elements is the $5 million small-business loan fund, which as described has an unacceptably high projected 80% loan loss ratio and promises weak lending standards.

Our investigation determined that plans for this loan fund would benefit from more aggressive and comprehensive review and oversight during the planning phase. The Stanislaus County Civil Grand Jury (SCCGJ) therefore recommends greater involvement from local Community Development Financial Institutions, as well as a meaningful update on the entire Stanislaus 2030 initiative.

GLOSSARY

The terms below are defined specifically in the context of business lending.

charge off. The act of removing a loan from the balance sheet because it is unlikely to ever be repaid. The ***loan loss reserve,*** defined below, is intended to cover charge-offs.

CDFI. An abbreviation for *Community Development Financial Institution*. A bank, credit union, or venture capital fund that has a mission of helping underserved communities and that is certified by the U.S. Department of Treasury's Community Development Financial Institutions Fund.

CDLF. An abbreviation for *Community Development Loan Fund*. A pool of money available to loan to local small businesses that would not qualify for conventional bank loans. These

loans typically also have low interest rates. They are offered by CDFIs and may be funded from the Department of Treasury's CDLF.

grant. A sum of money given to the business without any expectation of repayment.

loan. A sum of money given to the business with the expectation of repayment on specific terms, which include payment dates and interest.

loan loss reserve. A fund set aside by a lender to cover the risk of defaulted loans. The size of this fund, in relation to the loans, is based on analysis of the loan portfolio.

BACKGROUND

"Our best hope for a booming economy rests with bold Stanislaus 2030 initiative," touted a *Modesto Bee* headline in December 2021. The Stanislaus 2030 visioning process, spearheaded by the Stanislaus Community Foundation (SCF), gathered community leaders to work with the Brookings Institute of Washington, D.C., on identifying problems and potential solutions for Stanislaus County's economy.

In 2021 and 2022, an executive committee of more than 30 elected officials, business leaders, and representatives of various communities held a series of meetings to gain input and to hear the Brookings Institute's insights. More than 200 community members were invited to additional discussions. Four workgroups focused on specific issues of small business and entrepreneurialism, talent development, barriers to jobs and training, and bioproduction from agricultural waste. The Brookings Institute's contracting arm, Cities GPS, was paid $300,000 for its work, of which $200,000 was funded by Stanislaus County.

The outcome of this process was the Stanislaus 2030 Investment Blueprint. The Investment brochure summarizes the economic challenges facing Stanislaus County and outlines a high-level, conceptual approach to solutions.

The challenges stem from Stanislaus County's job growth being largely in low-paying jobs in industries that primarily serve the local population. According to the report, 74% of job growth since 2011 has come from local-serving industries. More than half of families struggle economically. Only one-third of the county's jobs pay enough to offer hope of upward mobility.

Solutions proposed by the Investment Blueprint fall into five categories:

- Entrepreneurship and small business dynamism: $8.05 million

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- Talent development: $4.5 million
- Address non-skill barriers to jobs and training: $2.1 million
- Bioindustrial manufacturing: $57.6 million
- Governance and capacity building: $3.5 million

The budget numbers above represent money that needs to be raised, not money that is already available. In May 2023, Stanislaus County committed $18 million in American Rescue Plan Act (ARPA) funds to Stanislaus 2030 implementation.

After the Investment Blueprint was completed, the original Stanislaus 2030 visioning project was disbanded. BEAM Circular, a private-public partnership, was created to coordinate the bioindustrial manufacturing effort. This effort is in its early stages of developing "incubators" for innovative small businesses.

Finding funding and leadership for the remaining initiatives is coordinated by a repurposed Stanislaus 2030 public-private partnership. While this organization has the same name and URL as the visioning process, it is a distinct organization with its own executive director and independent advisory board. Its executive director told the *Modesto Bee* in June 2023, "Collective action of this magnitude requires a neutral convener to provide leadership, hold partners accountable to the shared vision, and align resources around strategies that demonstrate results."

Its quarterly reports show that the Stanislaus 2030 public-private partnership has been making substantial progress at finding funding and at recruiting partners to implement various initiatives. One important launch in 2024 was a 12-week app-based program for educating and licensing childcare providers. This program, spearheaded by First 5 Stanislaus in collaboration with the Nurture app, also provides a $2,500 grant to successfully licensed graduates, using ARPA funds.

Stanislaus 2030 also hired Chicago-based business development consultants Next Street to develop a more detailed roadmap for jobs and entrepreneurship initiatives. Next Street was paid $250,000 for concept development that now appears on Stanislaus 2030's site as the Small Business Implementation Plan. This plan includes the Small Business Vision: "By 2030, any person who wants to start, sustain, or scale a business in Stanislaus County will have the support they need to be successful."

This roadmap contains a number of activities. Most of these activities involve more processes for getting input from the community. However, two are concrete tasks with tangible outcomes. These are:

- Design and launch **loan fund** structure and products
- Design and build a one-stop shopping platform with relevant stakeholders

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The loan fund is a $5 million element of the $8.05 million Entrepreneurship & Small Business Dynamism initiative. It is intended to give business development loans of up to $50,000 to small businesses. On the surface, this sounds similar to the Small Business Administration (SBA) microloan program, which provides loans up to $50,000 via approved community lenders. The key difference from the SBA program is that the Investment Blueprint specifies, on page 19, $4 million "for loss reserves."

This 80% loan loss provision is strikingly out of step with responsible banking practices. The SBA's direct microloan program has had a loan loss ratio of less than 1% for the past decade. Data from the Federal Reserve Bank of St. Louis shows that the charge-off rate for the riskiest category of loans, credit cards, peaked in the 2009 recession at about 10.5%. The charge-off rates for business loans peaked just above 2.5%.

Obtaining a pool of money for this loan fund will be difficult if the funder should expect to lose 80% of their investment. Lending without adequate guard rails can also damage the businesses who borrow. Defaulting on a loan damages the borrower's credit. Struggles to keep up with payments can lead to a spiral of bad decisions, possibly ending in bankruptcy. While a Commerce Institute report, using U.S. Office of Labor Statistics data, shows that about half of small businesses fail within their first five years, surely the goal of Stanislaus 2030 is to do *better,* not worse.

METHODOLOGY

The SCCGJ's official introduction to Stanislaus 2030 was in September 2024, when the Stanislaus County CEO gave a presentation to the full panel about the Investment Blueprint. That presentation focused on ambitions of becoming a hub for bioindustrial manufacturing, converting agricultural waste products to plastics, energy, and other useful products.

As we asked questions and did basic news research, we determined that many elements of the Investment Blueprint framework were in very early stages of planning or seeking funding. While citizens should reasonably have questions about implementation, these early-stage elements are not yet ripe for inquiry.

The loan program, however, was both near its moment of pollination and a critical piece of the plan. While $5 million seems small in relation to the $57.6 million estimate for bioindustrial manufacturing, it is a substantial financial sum. A successful $5 million loan fund, if properly structured, could become the seed of a larger fund that is able to serve more entrepreneurs.

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We therefore interviewed people in leadership positions in the Small Business and Entrepreneurship workgroup of the original Stanislaus 2030 visioning project, Stanislaus Community Foundation, the Stanislaus 2030 public-private partnership, Stanislaus County Government, and Valley First Credit Union. We also spoke with staff from Next Street.

DISCUSSION

Interviews showed three consistent patterns:

- No one interviewed could provide any information about the progress regarding the design of the $5 million loan program, other than that it does not exist yet.
- Every interviewee with any banking or finance knowledge believed the "$4 million loan loss" language was inappropriate.
- No one interviewed could account for why the $4 million loan loss language was in the Investment Blueprint brochure or why they themselves had overlooked how it implied an 80% loan loss ratio.
- No one interviewed could state who wrote or reviewed the language in the Investment Blueprint brochure.

Interviewees' efforts to explain the "$4 million for loss reserves" language were consistent. They believed that the hypothetical $5 million program would involve $1 million for grants and $4 million for loans. This plan is, on the face of it, reasonable. However, this is not a situation that is accurately described as a $4 million loss reserve; rather it is a $4 million community development loan fund.

Misusing banking jargon creates a misleading impression and chips away at the credibility of the Stanislaus 2030 endeavor. As the *Modesto Bee* recognized in its December 2021 editorial, long-time residents remember how past similar initiatives—Stanislaus Countywide Visioning, Forward Modesto, and an earlier, different blueprint project—petered out. The public has a reasonable expectation that participants in Stanislaus 2030 will bring their A-game to creating and promoting the project.

In this context, the stated goal, on page 13 of the Investment Blueprint of "using an easy application process, where loans can be funded quickly" raises questions about what guidelines will be used to qualify for a loan. Putting too much emphasis on speed and ease opens the door to fraud and poor planning.

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While Next Street has won a contract for workforce development initiatives and creating a one-stop shopping hub for business permitting, they deny any ongoing connection to the loan program.

Valley First Credit Union, the financial institution frequently mentioned as most likely to administer any loan fund, is a certified community development financial institution (CDFI) which currently operates two community loan pools, one for the City of Modesto and one for the City of Stockton. These pools are funded by outside sources separate from the credit union's capital, and the credit union has no skin in the game. The City of Modesto fund, which is most similar to the fund described in the glossy Investment Blueprint, consists of $500,000 for beautification projects and $500,000 for scalable growth. Valley First has existing templates for setting up this type of program and looks forward to being approached to create one for Stanislaus 2030.

FINDINGS & RECOMMENDATIONS

F1. The Stanislaus 2030 loan program and Blueprint are confusing and misunderstood, even by people who were involved with it.

R1. The Stanislaus County Board of Supervisors and the Stanislaus 2030 public-private partnership should issue a comprehensive update that distinguishes the various participants, identifies which initiatives are being pursued, and shows progress on those initiatives. This update need not be as big-budget as the Investment Blueprint. It should be comprehensively discussed with the officials and community leaders who promote Stanislaus 2030 by November 30, 2025.

F2. The loan program described in the Investment Blueprint as currently presented represents opportunities for better loan management, as it emphasizes "easy process" to the point of accepting a loan loss ratio that is dramatically higher than expected or historical banking benchmarks.

R2. This model of high losses for the sake of easy process should revised in a manner consistent with accepted banking benchmarks typically seen in similar programs by November 30, 2025.

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F3. The SCCGJ has identified Valley First Credit Union, a CDFI whose name is invoked regularly in discussion of the loan fund, as a local lending organization with the necessary expertise and experience to design a responsibly managed community development loan fund.

R3. Next Street does not appear to be the right entity to advise on running the small business loan fund. Rather the Board of Supervisors and Stan 2030 should spearhead discussions with **local** lenders about how to design a responsibly managed community development loan fund with a loan loss ration more in line with the US Small Business Administration by November 30, 2025.

REQUIRED RESPONSES WITHIN 90 DAYS

The following responses are required pursuant to Penal Code sections 933 and 933.05:

From the following governing bodies:

- Stanislaus County Board of Supervisors: R1, R2, R3.

INVITED RESPONSES WITHIN 90 DAYS

Responses are invited from:

- Executive Director of Stanislaus 2030: R1, R2, R3.
- Chief Executive Officer of Stanislaus County: R1, R2, R3.
- President of Valley First Credit Union: R2, R3.

Responses are to be submitted to:

Honorable Sonny Sandhu, Presiding Judge
Superior Court of California, County of Stanislaus
P.O. Box 3488
Modesto, CA 95353

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Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

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2024-2025
Stanislaus County
Civil Grand Jury

Computer Assisted Emergency Dispatch in Stanislaus County:

Fraught with Divisive Controversy Resulting in Public Safety Vulnerability

It is not what you want; it is how you go about getting it.

Case #25-23GJ
Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

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Case Number #25-23GJ

Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

SUMMARY

The years-long contentious conflict concerning the replacement and implementation of an obsolete Computer Assisted Dispatch (CAD) system in Stanislaus County has consumed an inordinate amount of costly staff time and government resources. Factions with strongly held polarized positions have developed with the Sheriff's Office being the outlier among the multiple stakeholders. The ongoing conflict has been centered around the choice of product and provider, implementation details, as well as decision making power and control. The situation has deteriorated to the point of threatened lawsuits involving what are normally aligned, cooperative governmental departments. Due to the ongoing conflicts, decision making related to solutions going forward were postponed and delayed. This resulted in the currently outdated and unsupported system continuing to be utilized pending replacement which has resulted in vulnerabilities within the community related to emergency response. Recent directives issued by County leadership have moved forward the purchase and implementation of an updated CAD system while the Sheriff's Office insists on continuing its pursuit of an alternative dispatch system which combines a records management and jail management plan.

GLOSSARY

Call Takers. Entry level emergency personnel who receive 911 calls and non-emergency calls but do not work radios or dispatch.

CEDAC. An abbreviation for *Consolidated Emergency Dispatch Agency Commission.*

Central Square. A widely used Computer Assisted Dispatch software company.

CEO. An abbreviation for *Chief Executive Officer.*

CLETS. An abbreviation for *California Law Enforcement Telecommunications System.*

Dispatchers. Emergency personnel who receive 911 calls, non-emergency calls, operate radio systems and dispatch first responders.

JPA. An abbreviation for *Joint Exercise of Powers Agreement.*

OES. An abbreviation for *Office of Emergency Services and Fire Warden.*

PSAP. An abbreviation for *Public Safety Answering Point.*

RFP. An abbreviation for *Request for Proposal.*

SCCGJ, An abbreviation for *Stanislaus County Civil Grand Jury.*

SR911. An abbreviation for *Stanislaus Regional 911 Emergency Dispatch.*

Stakeholders. In this report, the stakeholders are community first responders in law enforcement, fire protection, and emergency medical agencies.

BACKGROUND

The City of Modesto and Stanislaus County have jointly contracted for emergency dispatch services since 1978. A Joint Exercise of Powers Agreement (JPA) between the City and County was formed in 1999 dedicated to ensuring optimum essential emergency services support throughout the County. Multiple amendments to the JPA agreement have been made over the years. The governing body for the JPA is the Consolidated Emergency Dispatch Agency Commission (CEDAC) currently consisting of two representatives of the Stanislaus County Board of Supervisors and two representatives from the Modesto City Council. Liaisons and advisory groups to the JPA consist of multiple stakeholders in the law

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enforcement, fire protection, and emergency medical response communities. Stanislaus Regional 911 (SR911) operates a multi-disciplinary dispatch center currently serving twenty-two law enforcement, fire, and medical first responder agencies in the County. Currently, SR911 answers an average of 1,500 calls per day with 75% resulting in a dispatch. SR911 has operated with varying degrees of success over the years including a history of high turnover of staff and management resulting in high job vacancy rates. During the last three years a positive turnaround at SR911 has been observed with improved staff retention, improved staff morale, and low job vacancy rates. County leadership has remained supportive of SR911 over the years and maintains support for emergency dispatch services in a centralized, consolidated model.

SR911 currently operates using a Computer Assisted Dispatch (CAD) system originally purchased in 2008 and fully implemented in 2010. The original developers of the system sold their product to another company and over the years the product has been sold several times. This has resulted in problems with obtaining support to keep the system updated and fully functional. The existing system is at least two versions behind the current version now available and technical support for the old system was scheduled to end in 2021. Patch work maintenance, updates, and repairs have been able to keep the system marginally operational. Recently addressed glitches included a breach of regulations governing California Law Enforcement Telecommunications System (CLETS) information related to Fire personnel having access to unauthorized law enforcement data. Demand for a CAD system replacement has been evident among the multiple stakeholders for several years.

Members of the 2024/2025 SCCGJ were initially made aware of the problems surrounding the future of emergency dispatch in Stanislaus County through articles in The Modesto Bee in December 2024. Members of the Criminal Justice Committee of the 2024/2025 SCCGJ attended Stanislaus County Board of Supervisors' meetings as observers in January, February and March of 2025. Six members of the 2024/2025 SCCGJ toured the SR911 facility on January 22, 2025, observed Call Takers and Dispatchers in action, and then met with staff members in a round table discussion format concerning the operations of the center. On January 23, 2025, the day following the tour of the facility, the SCCGJ office received a telephone call from the SR911 Director inquiring about any connection between the prior day's tour by the SCCGJ at the SR911 facility and her being summoned to the Sheriff's office the following morning. A Teams Meeting video call was scheduled for the next day on January 24, 2025, which included the SR911 Director and members of the 2024/2025 SCCGJ during which the members of the Criminal Justice Committee assured the SR911 Director that there was no connection between the SCCGJ's tour and the Sheriff's

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office contacting her. The SR911 Director advised that a Sheriff's detective was present at the SR911 facility asking questions.

The SCCGJ subsequently voted to commence an investigation.

METHODOLOGY

SCCGJ in-person interviews were scheduled and conducted during the months of February, March, April and May 2025. These interviews, conducted by members of the Criminal Justice Committee, totaled 20.5 hours and included four members of the Board of Supervisors, County administrative staff, Sheriff's Office staff members including members of leadership and a detective assigned to the SR911 investigation, a retired employee of the Sheriff's Office, leadership from the Modesto Police Department, leadership from SR911, and leadership from the OES. Sacramento County officials including the Inspector General and members of the Sheriff's Oversight Board were consulted.

Multiple documents were requested, received, and reviewed by members of the Criminal Justice Committee of the SCCGJ including:

- Board of Supervisors Agenda Items
- Correspondence between the County CEO's office and the Sheriff's office
- Correspondence between the Chairperson of the Board of Supervisors and the Sheriff's office
- Correspondence between the City of Ceres and the Sheriff's Office
- The September 1999 JPA agreement for Emergency Dispatch Services and six amendments through December 10, 2024, between the County and City of Modesto
- An SR911 User Agencies list
- A Power Point slide presentation by the CEO's office concerning the CAD controversy
- Requested correspondence from the Sheriff's Office concerning suggestions for an RFP process and recommendations concerning governance and structure of the JPA going forward
- A copy of the search warrant utilized by the Sheriff's Office in their investigation of SR911 dated 1/24/2025
- Written policies on search and seizure, investigations, computer and digital evidence, and applicable law provided by the Sheriff's Office

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- An informational report by the Sheriff's Office concerning their investigation of SR911 for violations related to CLETS data dated 4/23/2025
- Correspondence from the Sheriff's Office concerning reinstatement of the SR911 CAD Engineer's access to the computer system dated 4/21/2025
- A summary of the Sheriff's Office interactions with SR911 prepared by SR911 staff

Various news articles from The Modesto Bee related to the CAD controversy were reviewed. Internet research focusing on the history of Oracle's track record in development and delivery of services was conducted and several articles were reviewed. An internet search focusing on CAD systems and in particular the history of the Central Square product was conducted, and several articles were reviewed.

An internet search was conducted concerning the history, development, and implementation of AB 1185 and then codified in 2021 as Government Code 25303.7 related to Civilian Oversight Boards for County Sheriffs was reviewed. Follow-up research on Civilian Oversight Boards for Sheriffs was conducted including contacts with counties in California utilizing these boards and written materials from the Sacramento County Sheriff's Community Review Commission and Inspector General's Office.

DISCUSSION

The resolution for the future of emergency dispatch in Stanislaus County is a dynamic process currently in a state of flux with the details of deployment and implementation taking place in real time on a weekly, if not daily basis. The reader should keep in mind that elements of this process are constantly changing and details in this investigation report are provided as of the writing of this report in May 2025. The status of the situation detailed in this report by the time of the publishing and distribution of this report may no longer be current.

Elements of the Controversy

The current controversy involving the replacement of the CAD system was triggered in October 2021 when the City of Modesto indicated their desire to pull out of SR911 to develop alternative emergency dispatch services, effectively giving two years' notice. Shortly thereafter, the Sheriff's Office had a chance meeting with a representative of the software company Oracle. Oracle indicated that they were interested in developing a suite of public safety systems software and were seeking design partners. A new Director was hired at SR911 in September 2022. The Director received notice one week later that the

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existing CAD system was at the end of its life. The Director commenced research on replacement CAD systems while working to turn around the work culture and personnel difficulties at SR911. Eventually, with the obvious improvements at SR911 taking shape, the City of Modesto backed away from their intent to exit SR911. A positive, supportive, complimentary working relationship between SR911, the Sheriff's Office, Modesto Police Department, and the Office of Emergency Services (OES) developed.

As the various stakeholders separately pursued alternatives for future CAD products, a division between the stakeholders became apparent with all but the Sheriff's Office aligned with the purchase of the new CAD from Central Square. In June 2024, CEDAC approved purchasing the Central Square Computer Assisted Dispatch system. The Sheriff's Office gave written notice to the Board of Supervisors in August 2024 with the expectation that the department would no longer be part of the SR911 JPA for dispatch services citing the department's partnership with Oracle to develop a new Public Safety Suite including a Records Management System and a Jail Management System. Subsequent information indicated that the Sheriff's Office was working with the City of Ceres on a plan to collaboratively provide dispatch services.

At the Stanislaus Board of Supervisors' meeting on December 10, 2024, the Sheriff requested funds to obtain independent legal counsel to represent his department's interests related to dispatch and records management services asserting that County Counsel's Office had a potential conflict of interest. The Sheriff's request in this regard was denied by the Board of Supervisors and instead the Sheriff was requested and subsequently agreed to return to the January 28, 2025 Board of Supervisors' meeting to present a comprehensive plan including total costs, expected funding sources, service implementation, and a transition plan. Meanwhile, as a result of preparation for the utilization of an alternative dispatch system and/or a whistle blower's claim, the Sheriff's Office opened an investigation and served a search warrant on the SR911 center alleging that confidential CLETS data intended for law enforcement only was accessible to fire personnel in violation of the law. At the direction of the Sheriff's Office investigation team, the sole SR911 CAD engineer's access to the CAD system operation was restricted pending the investigation.

At the January 28, 2025 Board of Supervisors' meeting the Sheriff and his staff, plus a representative from Oracle, presented a Power Point slide presentation and fielded questions. Despite a written request, the Sheriff's Office declined to provide information contained in their presentation in advance. Thus it was presented without prior review by Board Members, stakeholders, staff, or the public. This is inconsistent with normal processes of information being available in advance of meetings. Representatives from the City of Ceres also were in attendance and attempted to answer questions. The presentation

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was later criticized by County staff as not fully addressing the required elements of a comprehensive plan and containing incomplete and inaccurate information. The Board of Supervisors authorized the Sheriff's Office to negotiate a police dispatch services agreement with the City of Ceres and requested that the Sheriff's Office and City of Ceres return to the Board of Supervisors with that detailed proposal and any final proposals for an alternative dispatch system at the February 25, 2025 scheduled meeting.

At the February 4, 2025 Board of Supervisor's meeting, SR911 staff presented an update on dispatch call processing and the ongoing project to upgrade the CAD system. Responsive comments made by the Sheriff's Office and its supporters were critical of the current services provided by SR911, SR911 leadership, and the Central Square CAD system. Other comments made by SR911 staff and multiple stakeholders were positive and supportive of SR911 functioning and planning. While the CAD system conversion process languished, a discount available for the expense of purchasing the licensing for the various potential users of the Central Square CAD system expired on February 19, 2025, resulting in increased costs to the County.

Multiple meetings between the Sheriff's Office and City of Ceres took place during the month of February related to developing the details of a partnership for providing an alternative dispatch entity. On February 20, 2025, four members of the Board of Supervisors participated in debriefing sessions with the Sheriff's Office and City of Ceres concerning the developing details of their plan. However, on February 21, 2025, a memo from the City of Ceres to the Sheriff's Office stated that the budget numbers were inaccurate and providing them to the Board of Supervisors would be knowingly giving false information. As a result, the potential working relationship between the City of Ceres and the Sheriff's Office completely broke down. The agenda item for the February 25, 2025 Board of Supervisors' meeting concerning the Sheriff's Office and City of Ceres alternative dispatch plan was pulled from the Board of Supervisors' agenda.

In early March 2025, several meetings took place which included members of the Board of Supervisors, County and City of Modesto staff, and the Sheriff's Office seeking a "compromise" solution to the dispute concerning the future of dispatch in the county. At the Board of Supervisors' meeting on March 11, 2025, the Board approved the continuance of SR911's implementation of the latest version of the Central Square CAD, including purchasing of needed licensing for various departments including the Sheriff's Office. The Board also approved the Sheriff's Office continuing to develop a system with Oracle provided that dispatch functions take place under one roof with SR911 and dependent upon the feasibility of a CAD to CAD bridge being developed allowing the separate systems to work together. The Board issued a detailed letter to the Sheriff's Office listing the requirements for the Sheriff's Office to bring back any alternative dispatch proposal

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including the input of subject matter experts, all stakeholders, accurate fiscal analysis, as well as input by County Counsel and the County Purchasing Agent.

Although the "compromise" was initially seen as a positive move forward, much skepticism has been expressed concerning the viability of the stated startup date of September 15, 2025. Contention continues within several of the key working relationships. The details of the structure of the combined dispatch center, leadership, and control remain volatile issues. Many serious doubts have been expressed about the development, timeline, and viability of a CAD to CAD connection bridge between a Central Square System and an Oracle system still under development. Estimates for developing a functional bridge for a CAD to CAD connection range from three months to more than one year. It is widely anticipated that there will be many glitches in implementing the two systems working in tandem.

On April 21, 2025, the Sheriff's Office sent a letter to the SR911 Director detailing requirements for the reinstatement of CLETS access for the SR911 CAD Engineer previously suspended from the system pending the investigation. The CAD Engineer was required to complete CLETS training and certification and fulfill background requirements before obtaining access to the system. The CAD Engineer, the primary person at SR911 with the capabilities of keeping the obsolete system functional and implementing the new authorized CAD system, was suspended by the Sheriff's Office as a result of their investigation and therefore incapable of performing job duties beginning on January 24, 2025 and continuing for more than 3 months.

On April 28, 2025, the Sheriff's Office released an information report related to their SR911 investigation of improper access to CLETS data. The investigation found that computer software glitches existing since as early as 2012 resulted in the ability of fire personnel accessing confidential law enforcement data. Several patch work software repairs on the antiquated system were initiated with the software company Emerus by the SR911 Director the day following notification by the Sheriff's Office of the problem. It took approximately one month to fully implement the several fixes needed without the assistance of the CAD Engineer who was not allowed access to work on the system. The report summarizes that at this time no criminal violations have been found under California Penal Code Section 502. Further, the information report recommends that the case remain open to continue to look for potential criminal information contained in the SR911 servers copied and taken during the execution of the search warrant.

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Division, Factions, and Interpersonal Dysfunction

Information obtained during approximately 20 hours of interviews and review of documentation described above reveals within the community deep divisions of alignments, positions, opinions, and perceptions. The current atmosphere surrounding the multiple stakeholders, officials, members of the community, and observers is one which includes mistrust, accusations, isolated refusals to work cooperatively, collusion, hurt feelings, frustration, anger, and resentment. Several individuals revealed having felt threatened and intimidated due to retaliation, aggression, personal disregard and disrespect.

The division largely falls into two factions. In general, representatives of the County of Stanislaus, City of Modesto, SR911, the Probation Department, Fire Department First Responders, and Medical First Responders are aligned and are on board with embracing a model wherein dispatch in Stanislaus County remains centralized and are more than ready to implement an updated CAD system utilizing a product produced by Central Square which is widely used throughout California and many other states. The other faction is the Stanislaus County Sheriff's Office, backed by a uniformly loyal staff, who are critical of the Central Square product and insistent upon partnering in the development of a product still under development as a Public Safety Suite by Oracle. Critics have concerns that the Oracle product is untested, unproven, and not ready for deployment, having only been utilized in four or five venues, all significantly smaller and less complicated than the needs present in Stanislaus County. The Sheriff's Office points to significant financial savings advantages by partnering in the development of the Oracle system and that it is an integrated system which includes records management and jail management capabilities. Despite multiple requests by County officials, the Sheriff's Office has yet to provide comprehensive, vetted financial details for utilizing the Oracle system. The Sheriff's Office envisions a revised decentralized dispatch system tailored to independent agency needs and describes Central Square as an outdated, "one size fits all" product, and a waste of money. The most commonly used adjectives by both factions when talking about the implementation of the Oracle product in Stanislaus County is that we are their "Guinea Pig."

The due diligence process of researching and testing possible CAD system replacements was conducted in a fragmented fashion. While there was some overlap in efforts by the Modesto Police Department, SR911, and OES to learn about, research, test, and check references of available products, it was not conducted in a highly coordinated manner. SR911 looked into six different products during an eighteen-month period. The Sheriff's Office did their own version of due diligence mostly focused upon planning and development with Oracle. While there were invitations made to preliminary

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demonstrations held at SR911, it was not until later in the process that representatives from the Sheriff's Office attended some of the presentations. Fairly early on in the process, the Sheriff's Office communicated their interest in only focusing upon the development of a product with Oracle.

The several years long process to remedy the dispatch issues in Stanislaus County has been hampered by significant interpersonal difficulties among key members of stakeholder leadership.

There is wide consensus among stakeholders that the current leadership at SR911 has, since 2022, dramatically turned around a problematic work environment previously described as "a snake pit." This is demonstrated by a job vacancy rate once at 47% now reduced to 7%. Given that Dispatchers take between 12 to 18 months of training and experience to be fully functional, there is a large financial investment made in each employee retention, not to mention their skill set. Multiple observers' comments include that the morale among staff is more positive than ever. Staff members indicate feeling supported and have been given skills and support in dealing with the highly stressful job responsibilities related to answering an average of 1,500 calls each day, most of which are emergencies.

The Director at SR911, with almost 20 years' experience in the field, is involved professionally at both the state and national levels in leadership positions in professional dispatch organizations. There is wide agreement among public safety stakeholders law enforcement, fire prevention and medical first responders in Stanislaus County, except by members of the Sheriff's Office, that the SR911 Director is a subject matter expert in dispatch. The Sheriff's Office and some allies have made derogatory comments about the Director and SR911 including that "dispatch is not rocket science," "dispatch is a glorified answering service," and "what comes out of SR911 is garbage." The Sheriff's Office has also stated the position of not liking to use or deal with subject matter experts instead preferring to rely upon Sheriff's Office staff internally to "just do their jobs."

In past years, the Sheriff was publicly supportive of the current SR911 Director and communicated his insistence that she be tapped for leadership of future dispatch plans. That support ended when the SR911 Director took a position in support of the Central Square CAD and not the Oracle CAD insisted upon by the Sheriff's Office. It was reported by multiple witnesses that the Sheriff's position is that he refuses to work with the SR911 Director going forward because he does not trust her. Upon inquiry by members of the Criminal Justice Committee of the 2024/2025 SCCGJ, the Sheriff was clear in his position that he does not intend to work with the SR911 Director based upon his belief that she has lied, he does not trust her, and their working relationship cannot be repaired. In contrast,

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representatives from the Modesto Police Department, the Office of Emergency Services, and the Probation Department, have good working relationships with the SR911 Director, view her as a subject matter expert, and they expressed instead that "she is the best thing that has ever happened at SR911."

The Association of Public-Safety Communications Officials (APCO) is an international organization, the world's oldest and largest organization of public safety communications professionals. The northern California APCO chapter honored SR911 at its May 2025 meeting by naming them "Team of the Year." The Modesto Police Department posted on their official Facebook page to celebrate this achievement hailing the exceptional performance of the communication center's staff mentioning that "seamless communication can mean the difference between life and death."

The Sheriff originally started working as a patrol deputy for the Stanislaus County Sheriff's Office in 2007 following a military career as an officer and being a West Point graduate. He was initially elected as Sheriff to a four-year term in 2018 and then was reelected to his current six-year term. He has enjoyed support and success in the community and is especially popular among a highly loyal staff. He is recognized for his development of the Sheriff's Office complex and expansion of the Detention Facility. While he has had a history of public friction with the County CEO's office, he has had a workable relationship with the Board of Supervisors until recently.

Multiple shared concerns have been expressed about the Sheriff's decision making and related behavior connected to the dispatch controversy as being out of character for him. Descriptors of his approach, decisions, and behavior in this regard used by multiple stakeholders include "intimidating," "threatening," inflexible," "off the rails," "unprecedented," "retaliatory," "vindictive," "surrounds himself with loyalists," "Jekyll and Hyde," "a bully," "his way or the highway," and "all about power and control for him," The Sheriff himself explained that he's learned that "being stubborn and combative works in getting what I want."

Several individuals reported concerns having observed the Sheriff making derogatory comments about the County CEO and members of the Board of Supervisors as a speaker at a meeting of influential members of the local business community and soliciting their support to contact decision makers to support his position about the CAD system. When an inquiry was made of the Sheriff about his comments in this regard, he offered that that had not been his intention when agreeing to speak at the meeting but admitted that he did make the comments and sought support in response to inquiries from the audience justifying it as "I call it like I see it." He later added that his characterizations of the County CEO "were not tactful."

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Much shock and concern were expressed by County leadership upon learning that the Sheriff's Office had initiated an investigation of SR911 personnel and restricted the CAD system engineer from system access due to alleged misuse of law enforcement CLETS information being available to firefighters. The optics of the search warrant being served on Friday, January 24, 2025, before the Sheriff's Office presentation scheduled for the Board of Supervisors on the following Tuesday, January 28, 2025, were perceived as suspicious by several members of the public safety community and were criticized; and should have been handled differently and not so heavy handed. The Sheriff's Office defended its actions in this regard as being necessary for DOJ compliance and that it "was conducted appropriately by the book." While the Sheriff described the investigation as fully justified and expressed no regret about the investigation taking place, the perceptions of other stakeholders about the timing and circumstances resulted in multiple negative reactions including the comment that "he did it to shut her up."

The Sheriff's Office on April 23, 2025, issued a report on its investigation that found that no criminal violations have been found under California Penal Code 502. Apparently, the system flaw has existed since at least 2012 and possibly as early as 2008 and had been discussed at various times over the years by previous staff members and leaders. The report conveys that the current SR911 Director and CAD Engineer knew or should have known about the problem and hadn't taken it seriously enough to fix it. The report further implies that the SR911 Director did not follow directives to not speak about the investigation to staff members. The investigation reveals that the Sheriff's Office lack of required CLETS audits was also brought up as an issue and the question was raised of why any prior audits had not uncovered the problem. The investigation report recommends that the case remain open to continue to look through potential criminal information contained in the SR911 copied computer servers. The SR911 CAD Engineer was reinstated with conditions after a more than three-month restriction from access to the system.

On February 20, 2025, during debriefing meetings with a few Sheriff's Office staff and members of the Board of Supervisors (in preparation for the Sheriff's proposal in conjunction with the City of Ceres for dispatch services,), two members of the Board of Supervisors understood the Sheriff to say in his closing remarks a statement along the lines of "if we can just go with Oracle, the 911 investigation stuff can all just go away." These two members of the Board of Supervisors shortly after that meeting expressed shock to one another about what they interpreted to be a "quid pro quo." When questioned about making this statement by members of the SCCGJ, the Sheriff acknowledged making a similar statement but insisted that he was misunderstood and in no way engaged in a "quid pro quo." He instead explained that if the Oracle system was in place and being used, there wouldn't be a breach of CLETS information that necessitated an investigation.

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The Sheriff's Office has expressed legitimate needs not only for an updated emergency dispatch system but also for updated records management and jail management systems. The Oracle system suite is intended to address and integrate all three areas. Other purported advantages in going with the Oracle system are described as free use for a five-year period and a list of costly hardware components provided free of charge. Details of the comprehensive costs of implementation, maintenance, additional hardware requirements, and costs for operation after the five-year introductory period have not been provided by the Sheriff's Office to the satisfaction of the Board of Supervisors.

A scheduled Board of Supervisors' agenda item in February 2025 for presentation of this detailed information was pulled from the agenda following the collapse of the Sheriff's proposed partnership with the City of Ceres. The City of Ceres had informed the Sheriff's Office that the proposed budget numbers were inaccurate and that providing them to the Board of Supervisors would be knowingly providing misinformation.

In an attempt at a "compromise" solution, the Board of Supervisors authorized the Sheriff's Office to continue its work with Oracle while at the same time moving forward with implementation of the Central Square CAD system. This includes licensing for the Sheriff's Office, contingent upon the successful creation of a CAD-to-CAD connection bridge that would allow the Oracle system and Central Square to work in tandem under the same roof at SR911. The JPA partner, City of Modesto, has been insistent that the new Central Square CAD system for which they have a three-million-dollar federal grant should be implemented by September 15, 2025. Multiple stakeholders have concerns that the timeline to accomplish the "compromise" is unrealistic, that the CAD-to-CAD bridge will be problematic, and further delays put public safety at risk. The Sheriff's Office has been directed by the County to proceed to implement their use of Central Square while the details are worked out and the CAD-to-CAD bridge is developed and tested as there is confidence that the proven Central Square system will suffice pending the development of the CAD-to-CAD connection. The Sheriff remains optimistic that the Oracle system will be ready and has expressed resistance to implementing Central Square threatening to go back to radio, paper, and pencil if necessary. The Sheriff's Office has not taken the possibility of initiating legal action against the Board of Supervisors off the table based upon its position that the Board of Supervisors does not have authority over his department in dealing with investigative functions which he contends includes dispatch. The Sheriff has reportedly stated, in multiple settings, that he will get his compromise or there will be an "ugly fight," implying that he will initiate legal action against the Board of Supervisors and the County.

The Sheriff has expressed his strong opinion that the process of selecting a new CAD system has been flawed from the beginning. His position is based upon a belief that there should have been a full RFP process jointly involving all of the stakeholders. Instead, a

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"piggyback" RFP approach was utilized with incomplete, outdated information from another county rather than creating a comprehensive RFP criteria and structure specifically for the stakeholders in Stanislaus County. He stressed the need for all JPA participating agencies' unique requirements and challenges to be considered and emphasized that an RFP could have ensured competitive pricing for a cost-effective solution. Other stakeholders have expressed concerns about the time-consuming aspects of an RFP process. Given that the current controversy has now stretched for years, perhaps a comprehensive RFP process (including agreed upon criteria, rating scales, and binding decision-making processes) could have avoided the current problem. The SCCGJ concurs that utilizing a "piggyback" RFP process was an early flaw in the process and endorses the development and inclusion of a detailed RFP process to be included in any updated modification to the JPA used in future major purchases. However, this should in no way be interpreted as a recommendation to halt or impede the current implementation of the Central Square CAD system which is overdue.

In addition, the Sheriff also takes the position that the governance and structure of the JPA needs to be restructured to provide for movement to a decentralized dispatch model independently designed for needs of separate agencies and away from a one-size-fits-all model. The SR911 Director also desires modifications to the JPA to address the Director's authority. The SCCGJ concurs with the need for examining and updating the JPA specifically focusing on the duties and authority of the SR911 Director and the development of a detailed RFP process going forward.

Oversight

The crux of the apparent power struggle between the Sheriff's Office and the Board of Supervisors, resulting in the Sheriff's Office threats of taking legal action against the Board of Supervisors, is related to both the Sheriff and Supervisors being elected officials who derive their authority through the California Constitution. These officers can only be removed from their positions through voter recall election and a legal process involving charges of misfeasance, malfeasance, and/or dereliction of duty. The Board of Supervisors does have overall budgetary oversight of the Sheriff's Office but from an operations perspective, the Board of Supervisors does not have oversight of the Sheriff's Office. As provided in law, the Board of Supervisors may opt to conduct audits of the Sheriff's Office as a means to ensure the lawful expenditure of funds.

The residents of Stanislaus County expect and deserve to have the most transparent and accountable government possible. A responsible government must create mechanisms for public voices to be heard. To this end, it is incumbent upon elected and appointed officials to adopt the necessary policies and practices to make government accountability and

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transparency a reality. During the past few years, the Sheriff's Office has generated strong negative reactions from related stakeholders in the community, local officials, and members of the public. The means by which the Sheriff's Office attempted to navigate its course to achieve their own goals has been damaging and can be perceived as the Sheriff's Office not acting in unison as one county department among many other governmental agencies with competing crossover interests which should be working cooperatively together. Relationships with stakeholders whose work responsibilities require them to work hand-in-hand with the Sheriff's Office have been damaged as they have felt intimidated, manipulated, retaliated against, and demeaned, and their ability to work productively and cooperatively have been impaired by inappropriate, aggressive actions of the Sheriff. There is within Stanislaus County currently a very apparent lack of confidence in the possibility of working with the Sheriff's Office productively in the area of emergency dispatch.

Assembly Bill-1185 was introduced in February 2019 in the California Assembly and titled "An act to add Section 25303.7 to the existing Government Code, relating to counties." This bill was passed into law on November 18, 2020. It authorizes any county to establish a Sheriff Oversight Board, either by action of the Board of Supervisors or through a vote of county residents. It authorizes a Sheriff Oversight Board to issue a subpoena or *subpoena duces tecum* when deemed necessary to investigate a matter within the jurisdiction of the board. Further, it authorizes a county to establish an office of the Inspector General to assist the board with its supervisorial duties, as provided. The purpose of this law is to establish transparency and accountability while rebuilding trust between law enforcement and the communities they serve. Currently, twelve counties representing 60% of California's population have established Sheriff Oversight Boards and/or an office of the Inspector General.

Operationally, a Sheriff Oversight Board and/or Inspector General would serve as independent entities to address public concerns relative to the Sheriff's Office. How a commission meets is as important as with whom it meets. Meetings should generally be open, involve the public, law enforcement, and hear testimony from subject matter experts and consumers. One significant Sheriff's Oversight Board outcome could be the facilitation of better communication and cooperation between the Sheriff's office and other public safety officials. This could also help minimize negative interactions between the parties involved.

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Conclusions

An inordinate amount of costly staff time and government resources have been consumed over a three-year period as the result of a flawed process in implementing overdue changes to the emergency dispatch system in Stanislaus County. Multiple officials from both factions have indicated that they have spent more time on this controversy during the past three years than any other single item. The independent and competing due diligence efforts of various factions within the emergency response community for selecting a CAD replacement system was not well coordinated. It has resulted in a long, drawn-out political power struggle. Utilizing a "piggyback" approach involving another organization's outdated RFP rather than starting from scratch emphasizing the current needs of local emergency responders as a bases was an early mistake in the process of replacing the obsolete CAD system. Conflict has become personal and critical working relationships and trust badly damaged.

Despite multiple requests by Stanislaus County officials, including directly from the Board of Supervisors, the Sheriff's Office has yet to provide comprehensive, accurate, and fully vetted budgetary details for an alternative emergency dispatch system to officials and/or the public for review and evaluation. Multiple significant hurdles continue to exist in carrying this project forward to completion.

The 1999 SR911 JPA lacks adequate policy details related to the Director's authority and a workable, comprehensive RFP process for major expenditures which includes input by all stakeholders with potential for utilizing services in the future.

FINDINGS AND RECOMMENDATIONS

F1. The 1999 SR911 JPA is outdated and lacks adequate content, detail, definitions, and policy necessitating major revisions with input from City of Modesto, Stanislaus County, SR911, plus stakeholders in the law enforcement, fire, and medical first responder community.

R1a. The SCCGJ recommends that the County Board of Supervisors and Modesto City Council implement the necessary actions to complete the following recommendation: The SR911 CEDAC in a leadership role should assemble a multidisciplinary task force from the City of Modesto, Stanislaus County, and include members of the emergency response community in Stanislaus County to comprehensively update the SR911 JPA. This revision task force

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should be formed by October 31, 2025, with a target completion date for the JPA revisions of April 30, 2026.

R1b. The SCCGJ recommends that the County Board of Supervisors and Modesto City Council implement the necessary actions to complete the following recommendation: The JPA revision task force should make necessary revisions, including but not limited to detailed policy for the role and authority of the SR911 Director by April 30, 2026.

R1c. The SCCGJ recommends that the County Board of Supervisors and Modesto City Council implement the necessary actions to complete the following recommendation: The JPA revision task force, with assistance from the City of Modesto and Stanislaus County legal and purchasing departments, should develop their own comprehensive, detailed RFP process for future use when making major purchases by April 30, 2026.

R1d. The SCCGJ recommends that the County Board of Supervisors, Modesto City Council, and Stanislaus County Sheriff's Office implement the necessary actions to complete the following recommendation: The JPA revision task force and the Sheriff's Office should address and develop written policy concerning the responsibility for maintaining compliance with CLETS regulations including designating responsibility for performing recurring required audits of security of the CLETS information by April 30, 2026.

F2. The Board of Supervisor's letter to Sheriff Jeff Dirkse dated March 11, 2025, (See Appendix) is a detailed description of the history and chronology of the emergency dispatch issues in Stanislaus County and is highly consistent with the findings of this investigation. The letter reiterates the steps necessary for the consideration of any future proposal for an alternative dispatch system including response time analysis, the inclusion of subject matter experts and stakeholders' input, fiscal analysis, and review by County Counsel and County Purchasing Agent.

R2a. The SCCGJ recommends that the County Board of Supervisors and Stanislaus County Sheriff's Office implement the necessary actions to complete the following recommendation: It is recommended that both the Sheriff's Office and County Officials strictly adhere to the requirements included in the letter of March 11, 2025, going forward in order to prevent any further misunderstandings or miscommunications that have resulted in delays in the past.

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R2b. The SCCGJ recommends that the County Board of Supervisors and Stanislaus County Sheriff's Office implement the necessary actions to complete the following recommendation: It is recommended that the Sheriff's Office adhere to usual and customary practices requested by county officials for providing information in advance of public meetings so that information can be reviewed by officials and the public prior to meetings.

F3. The Stanislaus County Sheriff's Office is the outlier among all of the other stakeholders in the emergency dispatch controversy. Political tactics, threats of litigation, personal attacks, refusal to work with key operatives, and the appearance of intimidation by the Sheriff's Office faction in this dispute has damaged both personal and working relationships with interrelated government agencies and personnel.

R3a. The SCCGJ recommends that the County Board of Supervisors, Modesto City Council, and Stanislaus County Sheriff's Office implement the necessary actions to complete the following recommendation: Stanislaus County, City of Modesto, and the Sheriff's Office officials should utilize independent outside intervention in the form of professional mediators and/or subject matter experts to process interpersonal damages in working relationships of key figures and to provide unbiased information related to product efficacy. The use of outside professional mediators and subject matter experts should commence by October 31, 2025.

R3b. The SCCGJ recommends that the County Board of Supervisors, Modesto City Council, and Stanislaus County Sheriff's Office implement the necessary actions to complete the following recommendation: The Sheriff's Office needs to take a lead role in reconciliation with the other stakeholders and acknowledge that it is only one county department among many with competing interests and must function in a more cooperative, collaborative manner.

F4. Stanislaus County-based oversight of the Sheriff's Office is inadequate given the potential impact its policies and the actions taken could have on the communities it serves. Opportunities exist to improve accountability, transparency, understanding, tolerance, and trust between all parties. The Stanislaus County Board of Supervisors has the option under Government Code §25303.7 to establish a Sheriff's Oversight Board consisting of citizens appointed by the Board of Supervisors and/or an Office of

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Inspector General to assist in overseeing the Sheriff's Office to enhance the Sheriff's Office accountability and transparency.

R4. The SCCGJ recommends that the County Board of Supervisors implement the necessary actions to complete the following recommendation: The Stanislaus County Board of Supervisors should initiate action to create a Stanislaus County Sheriff's Oversight Commission and/or an Office of Inspector General pursuant to Government Code §25303.7. This can be accomplished by either an action by the Board of Supervisors or through a vote of county residents. This recommendation should be accomplished by December 31, 2025.

REQUIRED RESPONSES IN 90 DAYS

The following responses are required pursuant to Penal Code sections 933 and 933.05:

From the following governing bodies:

- CEDAC of SR911: F1, F2, F3, R1a, R1b, R1c, R1d, R2a, R2b, R3a, R3b.
- Stanislaus County Board of Supervisors: F1, F2, F3, F4, R1a, R1b, R1c, R1d, R2a, R2b, R3a, R3b, R4.
- Stanislaus County Sheriff's Office: F1, F2, F3, F4, R1a, R1b, R1c, R1d, R2a, R2b, R3a, R3b, R4.
- Modesto City Council: F1, F2, F3, F4, R1a, R1b, R1c, R1d, R2a, R2b, R3a, R3b, R4.

INVITED RESPONSES IN 90 DAYS

- Stanislaus Couty Chief Executive Officer's Office: F1, F2, F3, F4, R1a, R1b, R1c, R1d, R2a, R2b, R3a, R3b, R4.
- City Manager's Office, City of Modesto: F1, F2, F3, R1a, R1b, R1c, R1d, R2a, R2b, R3a, R3b.
- SR911: F1, F2, F3, R1a, R1b, R1c, R1d, R2a, R2b, R3a, R3b.
- Modesto Police Department: F1, F2, F3, R1a, R1b, R1c, R1d, R2a, R2b, R3a, R3b.
- Office of Emergency Services/Fire Warden Stanislaus County: F1, F2, F3, R1a, R1b, R1c, R1d, R2a, R2b, R3a, R3b.

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Responses are to be submitted to:

Honorable Sonny Sandhu, Presiding Judge
Superior Court of California, County of Stanislaus
P.O. Box 3488
Modesto, CA 95353

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

APPENDIX

Stanislaus County Board of Supervisor's letter to the Stanislaus County Sheriff dated March 11, 2025.

DISCLAIMER

Internet subject matter research referenced earlier in this report was conducted as information gathering probes resulting in the review of multiple articles and were not comprehensive, in- depth searches of subject matter related literature.

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BOARD OF SUPERVISORS
Buck Condit, District 1
Vito Chiesa, District 2
Terry Withrow, District 3
Mani Grewal, District 4
Channce A. Condit, District 5

March 11, 2025

Sheriff Jeff Dirkse
Stanislaus County Sheriff's Office
250 E. Hackett Road
Modesto, CA 95348

Sheriff Dirkse:

This letter serves as a follow-up to the Board of Supervisors meetings held on December 10, 2024, and January 28, 2025. During these meetings, the Board reviewed and discussed your expressed interest in establishing an alternative dispatch system for the Stanislaus County Sheriff's Department, separate from Stanislaus Regional 911 (SR 911). The purpose of this correspondence is to clarify the necessary steps and elements to achieve potential Board support for a viable alternative dispatch system, should you choose to pursue this concept further, and to confirm immediate actions necessary to ensure ongoing dispatch operations.

On August 13, 2024, you initially communicated your intent to establish an alternative dispatch system in a memo to the Board. However, this memo and subsequent discussions did not provide a concrete plan needed for evaluating the fiscal and operational impacts of separating from SR 911. In the absence of a detailed proposal, the Board scheduled a public discussion on December 10, 2024, where the Board requested that you develop a comprehensive plan that would include:

- A total cost analysis (short-term and long-term)
- Expected funding sources, including impacts on contract cities
- Service implications for transferring fire and emergency medical services calls
- A transition plan for implementing the new model

During the meeting, you welcomed this request and agreed to present a comprehensive plan on January 28, 2025.

However, ahead of the January 28, 2025, Board meeting, your department did not submit a formal plan. Instead, the Board received a slide presentation delivered during the meeting without prior review by Board Members, stakeholders, or the public. This delivery was inconsistent with the normal process, which includes ensuring all information necessary for a complete understanding of the issue is available in advance of the Board meeting. The content of your presentation did not fully address the required elements of a comprehensive plan and,

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in some instances, contained incomplete or inaccurate information. The Board's only action on January 28, 2025, was to authorize you to negotiate a police dispatch services agreement with the City of Ceres and for your department to bring that proposal to the Board for consideration in accordance with the County's Purchasing Policy.

On February 4, 2025, at the Board's request, SR 911 staff provided an update on dispatch call processing and the ongoing project to upgrade the existing Computer-Aided Dispatch (CAD) system. As you know, the current CAD system requires replacement, and SR 911 is actively working toward an upgraded system, with implementation planned for September 2025. Following this update, Board Members expressed concerns about the timing of these various initiatives and requested that the Sheriff's Department return at a subsequent Board meeting with any final proposals for an alternative dispatch system. To date, the Sheriff's Department has not provided the requested information necessary for the Board to consider the plan, and it has come to our attention that substantial differences remain between the Sheriff's Office and the City of Ceres in order to form a negotiated agreement.

Given the absence of a viable alternative dispatch plan, and the imminent installation of the Central Square CAD system, the Board must take action to secure software licenses necessary to maintain dispatch services. As a result, mobile licenses are needed to ensure all safety departments, including the Sheriff, have connectivity to the software selected and approved by SR 911. As you know, Consolidated Emergency Dispatch Agency Commission (CEDAC), the governing body for SR 911, selected and approved the procurement of the Central Square CAD system on April 24, 2024, and June 26, 2024. While you have expressed a preference for developing an alternative system with Oracle, the Board must now proceed with purchasing licenses for the previously approved Central Square CAD system to ensure continuity of dispatch services for all essential public safety departments.

Throughout multiple public meetings, the Board has received inconsistent and incomplete information regarding current and proposed dispatch services. Public meetings intended to bring clarity to this important issue have instead generated growing uncertainty regarding the future direction of the 911 delivery system. Subject matter experts need to be included in any future analysis to ensure we have accurate information to support fully informed decision-making. Additionally, the Board has received correspondence from the City of Patterson providing input on potential solutions and the City of Riverbank has expressed interest in being included in these important decisions.

Moving forward, consideration of any future proposal for an alternative dispatch system must first include the following key elements:

Response Time Analysis: The Board will not support any initiative that degrades response times for law enforcement, fire, and/or emergency medical services (EMS). Subject matter experts and stakeholders need to be included in any response time analysis, specifically:

- Stanislaus County Fire Warden/Director of Emergency Services
- Executive Director of Stanislaus Regional 911

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- Fire Chiefs of jurisdictions served by the Sheriff
- Representatives from contract cities (Riverbank, Patterson, Waterford, and Hughson) and any city proposed for a dispatch contract
- EMS providers (American Medical Response, etc.)

Fiscal Analysis: Given the complexity of forecasting future costs for a newly designed alternative system, a thorough and accurate fiscal analysis must involve:

- Stanislaus County Chief Executive Office
- Stanislaus County Auditor-Controller
- Executive Director of Stanislaus Regional 911
- Representatives from contract cities (Riverbank, Patterson, Waterford, and Hughson) and any city proposed for a dispatch contract

Contract Development & Review: As required for all agreements presented to the Board of Supervisors, contract development and review must include:

- County Counsel
- County Purchasing Agent

During the January 28, 2025, Board meeting, you reiterated your commitment to developing the Oracle public safety system, including Computer-Aided Dispatch (CAD), Jail Management System (JMS), and Records Management System (RMS). While the Board acknowledges your intent to integrate all Sheriff operations into a single system, a comprehensive plan remains necessary to achieve this objective. The Board encourages you to advance the development of the JMS and RMS components and seek approval for their implementation when ready. Given Oracle's system configurability, we recommend leveraging this flexibility to align with immediate needs while continuing to explore long-term dispatch solutions in accordance with the requirements outlined in this letter.

In conclusion, the Board of Supervisors is committed to working collaboratively with the Sheriff's Office and our community partners to maintain a robust public safety system that supports law enforcement, fire, and EMS. We recognize the vital role of technology in delivering critical public safety services and encourage continued exploration, collaboration, and strategic planning to ensure the best outcomes for the residents of Stanislaus County.

Sincerely,



Supervisor Buck Condit, Chairman
Stanislaus County Board of Supervisors
District 1

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2024-2025
Stanislaus County
Civil Grand Jury

Transportation and Funding for the People:
Is the StanCOG Planning Agency Mismanaging Funding and Their Own People?

Case #25-06C
Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

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Transportation and Funding for the People: Is the StanCOG Planning Agency Mismanaging Funding and Their Own People?

Case Number: 25-06C

June 25, 2025

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SUMMARY

In 2024 the Stanislaus County Civil Grand Jury received a complaint concerning the administration of funds at StanCOG. Recent excessive turnover of over 50% has led to late payments made to our local agencies of Measure L funds, as well as late reports to public agencies and being delinquent in completion of its annual single audit. We believe all of the above have major implications and all have merit.

The purpose and duty of a Metropolitan Planning Organization (MPO) like the Stanislaus Council of Governments (StanCOG) is to cooperate with regional cities and the county to pursue funding from the state via Caltrans, federal transportation funding, and grants with the intent to build, improve, and repair our means of transit, including roads, bicycle lanes, trains, buses, and the like.

StanCOG has proven over the years to be an effective MPO in its interactions at the local, state, and federal levels. Where it has shown to be less effective is in the management of the organization. It has policy manuals for its planning and transportation departments and policies for its finance department, but none for the Administrative Services department. Rather the administrative policies are scattered throughout the policies of the afore-mentioned departments and an Employee Handbook seemingly developed for the benefit of the Executive Director and other senior management.

In 2017, StanCOG amended its Joint Powers Agreement (JPA) to remove all county oversight, which was well before the citizen complaint of 2024 that triggered this investigation. Stanislaus County employees, even at the highest level, must reimburse the county if they exceed spending limitations, even less than one dollar. This is how closely the county oversees its employees. Conversely, StanCOG has no effective oversight within their organization. This has led to excessive charges made by the Executive Director on the StanCOG credit card for travel, lodging, and meals, all of which are borne by the taxpayers. Lack of external oversight by Stanislaus County Treasurer and Auditor-Controller that was

previously in the JPA prior to 2017 has led to a poorly functioning organization. StanCOG's internal oversight has been weak under the guidance of the Executive Director.

It is difficult to expect transparency and stability in a chaotic environment like the one that exists at StanCOG. It should come as no surprise then, that as the Jury examined receipts and credit card charges, administrative discrepancies, questionable legal advice from their general counsel, and analyzed high employee turnover, that significant and meaningful concerns were discovered.

GLOSSARY

Caltrans. California Department of Transportation is the state agency responsible for distributing funds for many transportation projects, including those funded by Measure L. Caltrans has a non-voting representative on ***StanCOG's Policy Board***.

Executive Director. The employee with the highest authority at ***StanCOG*** holds the title of Executive Director. This role answers only to the ***Policy Board***.

JPA. A Joint Powers Authority establishes, via formal agreement, a local government agency that extends across existing local government agencies, such as cities or counties. An ***MPO*** is often a ***JPA***, but ***JPAs*** can exist for many other purposes.

Jurisdiction. In the context of ***StanCOG***, jurisdiction is used as a blanket term for the members of the ***JPA***: Stanislaus County, its nine incorporated cities, and its transportation agencies.

MFC. An abbreviation for the Management and Finance Committee. It is a committee consists of one representative from each incorporated city, often the city manager or ranking Finance official, plus a ranking member of Stanislaus County finance.

MPO. An abbreviation for *Metropolitan Planning Organization.* A federally mandated transportation policy-making organization.

Policy Board. StanCOG's primary governing entity is the Policy Board, which consists of one representative from each incorporated city, plus all of the Stanislaus County Board of Supervisors.

StanCOG. The Stanislaus Council of Governments, usually called StanCOG, is the ***JPA*** that handles planning and policy making for Stanislaus County's regional transportation projects. Its responsibilities and authority are defined by a number of state and federal programs.

SCCGJ. The Stanislaus County Civil Grand Jury, used interchangeably with "the Jury".

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BACKGROUND

The Operations of StanCOG

The Stanislaus Council of Governments (StanCOG) is a council of city and county governments comprised of the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and the County of Stanislaus that was established in 1971 by a Joint Powers Agreement (JPA) to address regional transportation issues. Members of the Policy Board, the primary governing entity, are comprised of Mayors, Councilmembers, and Supervisors. Additionally, there is a designated Public Transportation Provider representative that operates public transit and a California Department of Transportation (Caltrans) representative as an "ex-officio" member on the Policy Board.

StanCOG is the MPO for the Stanislaus region, and as a federally mandated transportation policy-making organization; it is responsible for planning and prioritizing transportation projects in urbanized areas with populations greater than 50,000. The MPO creates and governs a short-range, four-year program of transportation designated by the federal government to receive funding that is channeled to and distributed through StanCOG known as the Transportation Improvement Program (TIP) throughout the region. After the November 2016 General Election, StanCOG amended their JPA to become a sales tax authority when Measure L was adopted by county voters. This amendment also removed financial oversight by the Stanislaus County Treasurer and Auditor-Controller and assigned it to the StanCOG Financial Manager.

The Regional Transportation Planning Agency (RTPA) is a state-designated regional transportation planning agency for the Stanislaus County region and prescribed by law to have lead responsibility for the development of the region's transportation plans and to coordinate the transportation planning process as designated by the State of California and the Local Transportation Authority (LTA), i.e. the Stanislaus Regional Transit Authority or StaRT.

Combined, the MPO/RTPA/LTA is an essential public organization working with local governments and residents in its region by addressing issues and needs that cross city and county boundaries such as public transportation, transportation funding, transportation planning, transportation projects and studies, and transportation modeling/mapping/demographics.

StanCOG maintains a Transportation Model to assist decision makers with questions about travel patterns, transportation investments, land use decisions and matters regarding air quality. The StanCOG Transportation Model Program supports key planning activities in the region including the Regional Transportation Plan, Air Quality Conformity Analysis, the

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Congestion Management Program, the San Joaquin Valley Blueprint and other regional transportation planning studies, general plans, land use and traffic impact studies.

In a Brookings Institute study, published in May 2011, Modesto ranked 10th among the nation's top one hundred metropolitan areas for how well households are connected to jobs via transit. Four transit operators currently provide public transit service to the Stanislaus region.

a) Stanislaus Regional Transit Authority (StaRT)
   i) StaRT StanRTA operates thirty-two fixed route transit services, intercity shuttle services, Commuter Shuttles, Median Service, as well as Americans with Disabilities Act (ADA) complementary Paratransit. A large portion of StanRTA's service area is located within the Modesto-Ceres-Turlock area along California State Route 99; however, they also provide exclusive service to the more rural areas in the region and other areas outside the city limits.
b) Turlock Transit
   i) The City of Turlock operates Turlock Transit which offers both fixed route and Dial-A-Ride services.
c) Commuter rail
   i) Altamont Commuter Express (ACE) commuter train that runs between Stockton and San Jose with stations in Stockton, Lathrop-Manteca, Tracy, and various stops in the San Francisci Bay Area,
   ii) The Bay Area Rapid Transit (BART) has trains running from Dublin-Pleasanton to various Bay Area locations. Commuters can drive, carpool or vanpool, or take commuter buses to BART,
   iii) Amtrak is a train that runs through the San Joaquin Valley and throughout the United States,
d) MOVE, the Consolidated Transportation Services Agency CTSA is a train that runs through the San Joaquin Valley and throughout the United States.

StanCOG also serves as the Abandoned Vehicle Authority (AVA) as designated by the Stanislaus County Board of Supervisors. It receives funding from the State Department of Motor Vehicles, with a surcharge of one dollar per vehicle registered in Stanislaus County, at the time of registration, renewal, or when renewal becomes delinquent, except on vehicles that are expressly exempted from the payment of registration fees to fund the abandoned vehicle abatement program. These fees are deposited in the Abandoned Vehicle Trust Fund (AVTF) administered by the state Department of Public Works (DPW).

Measure L, the Transportation Ordinance and Expenditure Plan was approved by Stanislaus County voters on November 8, 2016. The measure raised the sales tax in

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Stanislaus County starting on April 1, 2017, by one-half cent for a total period of twenty-five years to improve local streets and roads, improve connectivity, and reduce congestion.

The JPA maintaining StanCOG is a vital and essential organization coordinating all issues of transportation.

METHODOLOGY

The process of using written and approved policies as a foundation for the findings during the investigation of StanCOG

The Stanislaus County Civil Grand Jury (SCCGJ) received a citizen complaint in March of 2024 pointing out that StanCOG was delinquent in its financial reports and was on track to be delinquent with the upcoming Single Audit. Additionally, the complainant suggested there was a high rate of employee turnover in the last two to three years that deserved examination. The audit in question was examined by the jury's Financial Oversight Committee, which confirmed there were findings of material weaknesses in StanCOG's financial processes, as well as a high rate of employee turnover.

The jury considered its jurisdiction, the organization's responsibilities, and the parameters of the complaint and found it to be within the scope of the jury's authority. Thus, the SCCGJ initiated an investigation of StanCOG on October 30, 2024.

The jury began its investigation with interviews of current and past employees and requested documents including policy manuals, the Executive Director's most recent contract, and the current amended JPA of 2017.

StanCOG is governed by a decision-making body of sixteen elected officials from StanCOG's member agencies called the Policy Board. This includes five representatives from the Stanislaus County Board of Supervisors, three representatives from the Modesto City Council, and one representative from each of the other eight City Councils in Stanislaus County. Within the Policy Board is an Executive Committee of five members (two County Supervisors, one from the City of Modesto and two from cities chosen by the Policy Board). As of this writing the Policy Board is chaired by the County Supervisor representing County District 1.

According to the Policy Board bylaws, the Policy Board chair shall perform such other duties as necessary to carry out the work of the Policy Board such as:

- Review and accept the annual audit

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- Authorize administrative expenses for travel, lodging, meals, education and training including seminars and conferences
- Hear grievance process appeals
- Act as hearing official for an employee termination and may act as the final authority of an employee termination
- Annually review and evaluate the performance of the Executive Director
- Review, negotiate, and develop a new contract between the StanCOG Policy Board (employer) and the Executive Director (employee) every three years

Administrative Policies and Procedures

The Rules

StanCOG provided the Jury with the StanCOG Policy Board Bylaws, the Executive Director's most recent contract, the Employee Handbook, and the manuals of the Finance Department. The Stanislaus County Freedom of Information department provided the most current amended JPA at our request. We reviewed all of the documents prior to initiating our interviews beginning with the Executive Director's contract. The three-year contract for the Executive Director was entered into on February 16, 2024, by and between the Stanislaus Council of Governments, a JPA organized under the laws of the State of California, and hereinafter called "**Employer,**" and the Executive Director hereinafter called "**Employee**" and is effective August 19, 2024.

After studying the contract, the Jury concluded that the word "Employee" was intended by the Policy Board to include the Executive Director. The Executive Director as both an official and employee is obligated to follow the travel and expenses policy for elected and appointed officials *as well as* the employee travel and expenses policy in the StanCOG Accounting Policies Manual, Section 9. There is no discussion of travel and expenses or how to apply for reimbursement in the StanCOG Employee Handbook. The evidence suggests that she is bound by all of the same rules as any other employee of StanCOG.

The following is a list of StanCOG policies reviewed and cited during the investigation of StanCOG, the Executive Director, and her management team:

- StanCOG JPA last amended November 13, 2018
- Executive Director Employment Contract February 16, 2024
- StanCOG Policy for travel and expenses for elected and appointed officials
- Accounting Policies updated on 06/01/21

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- Accounting Policies Section 9: travel expenses and employee reimbursements, updated version (created after a $25,000 investigation into the travel expenses of StanCOG on August 13, 2024)
- Accounting procedures updated April 5, 2022
- StanCOG Employee Policies and Procedures Handbook adopted on November 17, 2021 (otherwise known as the Employee Handbook)
- StanCOG Policy Board bylaws

StanCOG and all other California JPAs and special districts are bound by California Penal Code §925a, which authorizes a civil grand jury access to examine the books and records of any incorporated city or JPA agency located in the county at any time with or without cause. We pursued obtaining more documents while expanding our interviews to more than a dozen witnesses who have been involved with the organization. Initially, we were partially or wholly denied documents for most of our requests. The policies and documents requested were primarily from the Financial Services department which dictates StanCOG employees "shall exercise prudent judgement and show proper discretion for accountable and economic use of public funds". The existing policies covered authorization and reimbursement for transportation, lodging, meals, and credit card use by StanCOG employees.

The StanCOG Policy Board set forth the travel and expenses reimbursement policies for StanCOG on June 21, 2021, in the Accounting Policies Manual, Section 9, which "promotes and endeavors to protect public resources and foster public trust in the use of those resources, as well as comply with state law requirements regarding reimbursement of expenses." The following paraphrases the authorized expenses:

1. All anticipated conferences, conventions and professional meetings shall be budgeted for the current operating budget.
2. Expenses incurred in the connection of the following types of activities which generally constitute authorized expenses as long as the other requirements of this policy are met:
    a. Communicating with representatives of local, regional, state, and national government on StanCOG adopted policy positions
    b. Attending educational seminars designed to improve officials' skill and information levels
    c. Participating in local, regional, state and national organizations whose activities affect StanCOG interests
    d. Recognizing service to StanCOG
    e. Attending StanCOG events

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f. Meetings such as those listed above for which meeting stipend is expressly authorized.

3. All other expenditures require prior approval by StanCOG.

The following paraphrases the description of expenses for transportation, lodging and meals are those that require prior budgeting and approval by the Policy Board.

Transportation

1. Airfares that are reasonable and economical shall be eligible for purposes of reimbursement.
2. Car Rental rates that are reasonable and economical shall be eligible for purposes of reimbursement.
3. Taxis or shuttle fares may be reimbursed, including a 15% gratuity per fare, when the cost of such fares is equal or less than the cost of rentals, gasoline and parking combined, or when transportation is necessary for efficiency.

Lodging

Lodging expenses will be reimbursed or paid for when travel on official StanCOG business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such are available at the time of booking.

Meals

A local reimbursement policy identifying a "per diem" of reasonable rates for meals was not adopted by the Policy Board. Receipts for expenses for meals shall be required. Actual expenses shall be reimbursed subject to maximum per diem for meals as set in the IRS rate in effect at the time of the meal.

The policy update of August 13, 2024, for Section 9 of the Accounting Policies was created in response to a written complaint and a Policy Board-initiated $25,000 investigation regarding credit card charges of rental cars by the Executive Director of StanCOG. The Jury was only made aware of the investigation during an interview; the investigation was kept confidential and not reported to the public. The following are enhancements to the original policy:

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- StanCOG employees shall receive prior approval from their supervisor for all hotel and lodging expenses. A Travel Authorization Form shall be completed by the employee prior to making any hotel or lodging arrangements. The supervisor shall review and authorize the travel request. The Travel Authorization Form will be attached to any reimbursement request or credit card receipts for the trip. Financial Services shall document that the expenditure is a "prudent and economic use of public funds".
- An Expense Reimbursement Form must be signed by the employee and approved by the supervisor. In-county meals are allowable when in conjunction with a StanCOG business meeting for agency purposes.
- StanCOG employees shall receive prior approval from their supervisor for all airfare and car rental expenses. A Travel Authorization Form shall be completed by the employee prior to making any flight or rental car arrangements. The supervisor shall review and authorize the travel request.

Section 9 of the Accounting Policies (updated August 13, 2024) covering travel expenses and Employee Reimbursements states in detail the expenses **not** authorized by the Policy Board.

- The personal portion of any trip.
- Family expenses, including partner's expenses when accompanying an official on agency-related business, as well as children or pet-related expenses.
- Entertainment expenses, including theater, movies (either in room or at the theater, sporting events, including gym, massage and/or golf-related expenses), or other cultural events.
- Alcohol/personal bar expenses.
- Personal losses incurred while on StanCOG business.

Once all of the required forms have been completed, they are submitted to the StanCOG Finance FS I/II employee who oversees and verifies that finance received a signed Travel Authorization Form by the manager of the employee.

The Financial Services division uses the term "reconciliation" when credit card statements are matched with itemized receipts received at the moment of purchase. The Missing Receipt Form is used if it is not possible to request a lost, damaged, or missing receipt from the original vendor. These must accompany an authorized Travel Authorization Form. Then, the StanCOG FS I/II employee processes the credit card transactions into a spreadsheet. If there are any missing receipts that cannot be requested from the vendor, finance *requires* a detailed and signed Missing Receipt Form.

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DISCUSSION

The Who, What, Where, When, and Why

This section of the report is separated into four areas. First will be the fiscal abuse and evident lack of adherence to policy by the upper management of StanCOG. The next will be the organization and administration of StanCOG. Third is the establishment and implementation of employee salaries and vacation. The final area will be the high employee turnover leading to discrepancies of allocated funds to cities for their transportation projects.

This investigation's roots lie in the amended JPA of 2017 which is well before the citizen complaint of 2024. With the "declared" JPA, "on January 26, 2017, and on March 15, 2017, the StanCOG Policy Board approved the amendment of the JPA and Bylaws designating the StanCOG Financial Services Director or his/her designee, as the Auditor-Controller and Treasurer of StanCOG." From this moment on there was no outside oversight of StanCOG other than periodic external audits required by state and federal agencies. The most frequent of these, and the one accessible to the public, is the annual external Single Audit of financial statements.

StanCOG provided the Jury with the StanCOG Policy Board Bylaws and the Executive Director's most recent contract. The Jury subsequently concluded that the definition in the contract of the word "**Employee**" is attributed to the Executive Director by the Policy Board. Thus the Executive Director is obligated to follow both the rules of the travel and expenses for elected and appointed officials policy as well as employee travel and expenses policy in the StanCOG Accounting Policies Manual, Section 9. There is no discussion about travel and expenses or how to apply for reimbursement in the Employee Handbook.

It is difficult to expect transparency and stability in a chaotic environment like the one that exists at StanCOG. It should come as no surprise then, that as the Jury examined the receipts and credit card charges, administrative discrepancies, questionable legal advice from their general counsel, and high employee turnover, significant and meaningful concerns were discovered.

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The Facts

Rampant and Lavish Spending

Rental Cars

To begin with, the Jury reviewed credit card statements and receipts for the Executive Director's credit card for a sample seven-month period. During this time frame, 62 transactions were missing receipts. A single month had a high of nineteen missing receipts. During the seven months examined, 15% of all spending lacked itemized receipts, totaling more than $10,000 of missing receipts. We recently learned that there are no hotel or restaurant receipts for Jan 2020-Feb 2020, Jul 2022-Sep 2023, and May 2024 to present. Going back five years, lists of missing receipts by the Executive Director were commonplace and remains an ongoing problem.

For context, in 2014 the Modesto Bee reported an audit by the Auditor-Controller's Office of the District Attorney which found only seven missing receipts over one year, all for the same trip, and totaling $1400. The DA's office found some of the missing receipts, yet this was still noted as a significant concern by the Auditor-Controller's office, the Modesto Bee, and residents.

After reviewing subpoenaed documents from Enterprise Auto Rental and the Jury's discovery of a Policy Board-initiated $25,000 investigation of the Executive Director's lavish spending, the Jury determined the Executive Director drove in rented cars virtually non-stop from mid-2021 to the end of 2024 at a cost of more than $100,000. During this 3 ½ year period, there were only forty days when the Executive Director did not have a rental car from the Elk Grove Enterprise rental office. According to policy, rental vehicles are only to be used for long-distance meetings outside of the county. The Executive Director resides in San Joaquin County and is "very busy," which seems to be a justification for traveling from Stockton to the Elk Grove Enterprise Auto Rental office, essentially using the rental as a commute vehicle from Stockton (home) to Elk Grove (Enterprise) to Modesto (work) and back to Stockton (home).

The Executive Director's rental history shows that more than half of local rental days from 2018 to 2024 were in elite, premium, and luxury vehicles, such as a BMW, Mercedes Benz, and Jeep Grand Cherokee. The Executive Director claimed that these high-end rentals were free upgrades and not at her request. However, in November 2020, notes on Enterprise's internal documentation, obtained directly from Enterprise, state that the Executive Director will no longer be offered cars above their intermediate class. Any higher category rentals must be charged at full price, with no government discount. Nonetheless, 95% of the Executive Director's rental days from December 2020 to December 2024 were in cars classified above intermediate class.

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The mileage on these rental cars was greater than what one would expect for travel within the central valley. There were no entries in the Executive Director's calendar to account for this amount of driving. In one of the most egregious examples, from December 16, 2023 to January 17, 2024, one month in total, the car was driven for 7,081 miles. That is more than the distance from San Francisco to New York City and back.

It should be noted that none of the Enterprise documents include any additional drivers on any of these rentals.

Other internal Enterprise notes state that phone calls to the Executive Director often went unanswered and the voicemail box was full. Emails and texts were also sent. This lack of communication was significant such that Enterprise began the paperwork necessary to repossess the vehicle four times. The cars were not repossessed because she finally responded to their many attempts at communication. The internal notes also state that the email for Enterprise receipts was changed from an official StanCOG email to a private Yahoo email address as early as August 2023.

Vehicles rented in California were not returned prior to out-of-state trips, and some of these trips included a rental car. That means that the Executive Director was renting two cars at the same time. Between 2022-2025, of fifteen trips with rental cars at the destination, there was also a local rental car still *out in every circumstance*. Some of these trips used Uber rides as well. Worse yet, in one instance, while the Executive Director was on a foreign cruise, the taxpayers were paying Enterprise for a Volkswagen Atlas Cross Sport for two weeks sitting in California.

The rental cars usage was in addition to the Executive Director's annual $4800 stipend for use of a personal vehicle for StanCOG business, as per her contract.

The Executive Director's calendar, as presented to us, lacks documentation of the required meetings, conferences, seminars, etc. While there are notations in her calendar of various employee's time-off requests, the calendar does not have any of the Executive Director's time off noted, including the aforementioned two-week foreign cruise in September 2023.

Flights

Many witnesses had concerns about upgraded and first-class flights taken by and purchased at the direction of the Executive Director, including those for certain Policy Board Members. On one occasion, six people traveled to Washington, D.C.: four board members' flights cost $1000 for each round trip, while a councilmember from Modesto and the Executive Director had slightly different flight times and upgrades which cost $2000 for each round trip.

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A separate round trip taken by that same Modesto councilmember to Detroit had two layovers and somehow cost $4000.

In one instance, a Policy Board member was shocked to discover that a first-class round-trip flight had been purchased on his behalf. The Jury was informed that in a closed-door office, he loudly confronted the Executive Director about these purchases, how inappropriate they are, and how inappropriate they look to the taxpayers. He demanded the flights be rebooked as economy class. It was too late to rebook the flight, so he wrote a personal check to the organization to pay for the flight, after verbally warning the Executive Director to never do it again. The excessive cost of subsequent flights and myriad upcharges which seem to be upgrades suggests that this wasteful behavior continued.

On February 27, 2024, flights for a Seattle trip were booked for the Executive Director. These same flights were also booked for the Executive Director's spouse at a cost of $614.58. When questioned about these purchases, the Director of Administrative Services stated the spouse's flights were fraudulent, and that StanCOG was in contact with the credit card company.

These charges were credited back to the card on January 16, 2025, nearly a year later and only after the SCCGJ investigation began. The next month, the bank reversed the provisional credit and the $614.58 was rebilled to the card. In such instances StanCOG would be required to assist the bank with its investigation. StanCOG provided no evidence that the Executive Director reimbursed the organization for these charges.

The Executive Director and her spouse also flew on August 12, 2022, to Las Vegas on Southwest Airlines, which was booked on August 9th for a cost of $71 per person.

The Executive Director chose to fly from Sacramento, with a layover in Los Angeles, to Monterey for a conference (which will be discussed in greater depth later on). The drive would have been faster, especially since the taxpayers were already paying for the rental of a 2022 Mercedes-Benz GLC300.

Hotels

It must be stated that the Executive Director and the Director of Administrative Services have signed most of the documentation for the receipts, missing receipts, and credit card statements. The Jury was provided with no evidence that the Director of Administrative Services was officially acting as the Financial Services Manager/Director, as the Jury was refused access to the employee's file. Former finance employees informed the Jury that the documentation for the Executive Director's expenses was frequently withheld until the last minute for other submissions and audits. The only other people to see these receipts were

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the Executive Assistants and Executive Analyst. Witnesses allege that one Executive Assistant was fired for questioning these receipts.

Contrary to the Director of Administrative Service's assertions, many hotel rentals were at non-conference hotels, and the rates were vastly higher than what the conference hotels charged. The Executive Director's credit card was used to book hotel stays at Ritz-Carlton Hotels in five cities, with charges exceeding $33,000.

Figure 1.

Ritz-Carlton Hotel Stays				
Check In	**Check Out**	**Number of Nights**	**Total Amount**	**Hotel**
2/8/2020	2/12/2020	4	$2,012.11	Ritz-Carlton Washington DC
9/17/2022	9/19/2022	2	$1,938.48	Ritz-Carlton Washington DC
1/20/2023	1/23/2023	3	$2,426.24	Ritz-Carlton Washington DC
4/14/2023	4/17/2023	3	$3,106.86	Ritz-Carlton Washington DC
9/10/2023	9/14/2023	4	$3,901.79	Ritz-Carlton Washington DC
2/10/2024	2/14/2024	4	$2,727.51	Ritz-Carlton Washington DC
3/6/2024	3/10/2024	4	$2,790.01	Ritz-Carlton Washington DC
7/25/2023	7/26/2023	1	$1,029.68	Ritz-Carlton Marina Del Rey
10/11/2022	10/14/2022	3	$2,348.66	Ritz-Carlton Goleta
8/3/2022	8/6/2022	3	$3,681.84	Ritz-Carlton Chicago
8/3/2022	8/6/2022	3	$3,277.41	Ritz-Carlton Chicago
3/19/2023	3/21/2023	2	$1,663.69	Ritz-Carlton Chicago
5/8/2023	5/11/2023	3	$2,167.35	Ritz-Carlton Atlanta
	Totals:	39	$33,071.63	

Location, Cost, and Duration of Ritz-Carlton Stays; StanCOG 2025 SCCGJ 2024-2025

Furthermore, the cost of the Ritz-Carlton D.C. was double the cost of the host hotels. At a Washington D.C. conference in February 2024, hotel rates at the host hotel, Hyatt Capitol Hill, were $309 a night, compared to the Ritz-Carlton's rate of $600 per night. For the March 2024 WTS Symposium also in Washington D.C., she stayed at the Ritz-Carlton D.C. for $600 a night while the conference at Marriott Capitol Hill was $289 a night. The itemized receipts, when provided, often also include room service. For at least one Ritz-Carlton Washington D.C. stay booked for a board member, only the confirmation was provided, not the itemized receipt. The prices on the receipt and the credit card charge were not the same.

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The same credit card was used at other luxury hotels such as the Hotel del Coronado and Vespera on Ocean. There were other conferences nearby, and after analyzing a random sample of these conferences' social media, it was determined that the hotel hosting the conference was advertising they still had rooms available when the luxury reservations were made. This means that the Executive Director had the ability to book the lower cost rooms.

Some of these reservations included one for policy board members, such as the aforementioned Ritz-Carlton DC stays for a Modesto councilmember.

Mobility21 is a one-day seminar on mobility and transportation issues often hosted at the Disneyland Resort in Anaheim. The Executive Director stayed on property for this seminar at least twice. Inasmuch as the receipts provided for this trip were not receipts but hotel confirmations, there is not even evidence of a final itemized bill other than receipts for a Disney gift shop purchase and restaurant bill. Conversely, there is no calendar entry for a one-night stay at the Disney resort in Orlando, Walt Disney World on August 3, 2021, nor any receipt.

While attending the National Association of Regional Councils Executive Directors Conference (NARC) in Idaho in October 2023, the Executive Director arrived two days prior to the conference. There was an extended stay for directors to have additional conference training; however, the conference program states that the director's extended stay was for two days *after* the conference. The Jury was unable to determine why the Executive Director arrived two days early, which included a rental car for *only* these early two days.

Meals and Restaurants

Most folks in the public and private sectors can agree that a good deal of work can be accomplished during a meal, and there is an ethical way to do this. However, most meal receipts submitted to the Jury were only the total charge receipt which is improper. Policy requires itemized bills/receipts which include each item ordered, notations on the meeting/conference/purpose, who was there, and how many were served. No alcohol can be included in the purchase.

The Brown Act encourages public participation in public meetings, requiring proper and timely announcement for the public, and prohibits meetings that reach a quorum. Interpretations of the Brown Act must favor public access to meetings of officials. There are exceptions for larger gatherings like ribbon cuttings, festivals, parades, conferences, and the like. The Executive Director sits on many boards local, regional, and across the state. The StanCOG Policy Board is particularly large, at sixteen members. So, when a receipt is marked "board meeting" with no itemized receipt to allow us to count the entrees, no

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handwritten notes regarding who was in attendance, and no notes about what was discussed, citizens should be suspicious of the purpose of such meetings.

Most meal receipts submitted to the Jury were only the credit card slip, lacking the itemized bill which is required by policy to assure that food costs were reasonable, no alcohol was purchased, and to document how many attendees were served. The receipts are labeled with the meeting, conference, or other purpose, and little else. Therefore, all receipts that were labeled as "meetings" and in excess of the IRS per diem rate, and/or a total over $280, (a quorum is eight people for a board of sixteen), have the potential to be a violation of the Brown Act. And if they are not a violation of the Brown Act, these expensive receipts could be an expensive and wanton abuse of public funds, with few people eating very expensive dinners at fancy steak and seafood establishments. And these receipts might still include purchases for spouses or friends, which is disallowed. Since 2020, forty-two receipts are more than $280, and as high as almost $1500, none of which are the required itemized bills, with two receipts missing outright, all for a total more than $21,100 in possible Brown Act violations.

At the aforementioned conference in Monterey, the CalCOG Regional Leaders Forum began on February 7th and ended midday February 9th. The Executive Director attended, including one board member. The first night, they dined at the Chart House restaurant and spent $790. The conference hosted "A Night at the Aquarium," a $200 per person reception-style dinner from 6:30pm to 9:30pm. After that, they went to the Sardine Factory for a $565 dinner. The total for food alone on this three day/two-night trip was more than $2200 for two *known* people. Additionally, the $1290 hotel receipt is missing and there is no line entry for this receipt on the Missing Receipts Form for this month.

Conferences and Notable Expenditures

The Executive Director, Deputy Executive Director of Planning, and a board member attended the NARC Annual Conference from February 10-14, 2024. The only documentation for the Modesto City Council/StanCOG Policy Board member's Ritz-Carlton hotel room is a confirmation, not a receipt, and the confirmation does not match the credit card statement. While the paperwork for the Executive Director's credit card is difficult to parse in every instance, on this occasion, we can see that the Deputy Director's paperwork is impeccable and largely aligns with the StanCOG policies and procedures, including itemized receipts and travel authorization. The Executive Director's credit card indicates a visit to Joe's Seafood, where the credit card receipt specifies that there are only two guests with a total bill of $226. The Executive Director and the Modesto City Council/StanCOG Policy Board member took an Uber Black on the same day and time that the Deputy Director took a standard Uber, with the same starting and ending destinations, and arriving

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at the same time, which makes the extra Uber ride redundant. Furthermore, the Uber Black cost $45 while the standard only cost $16.

Less than a month later, the Executive Director and the Modesto City Council/StanCOG Policy Board member returned to Washington DC, staying at the Ritz-Carlton Hotel to attend the 2024 WTS Symposium at the Washington Mariott Capitol Hill held on March 7th and 8th. Other than Uber rides to and from the conference hotel, there is scant evidence that the Executive Director or board member attended the symposium, except for a single official event photo of the Executive Director. Over 350 photos were taken by the official event photographer of both the presenters and the audience for the event. The event was held in a single modest conference room with a capacity for approximately 150 people, with no more than 80 people in the room at any time. The Executive Director checked out of the Ritz-Carlton on March 10, two days after the symposium; there are no other calendar appointments during this period.

Other concerning credit card charges include, but are not limited to the following:

- A "laptop bag" that was purchased to replace her damaged personal carryon on one of her trips. The receipt for the bag shows it was purchased at a Southern California outlet mall. The bag was a Tumi rolling carry-on suitcase, discount priced at over $560, plus a $19 cord pouch and $165 noted only as accessories.
- More than $1900 over seven months in recurring charges to scam companies, likely the result of credit card skimming (an electronic method of stealing credit card information). The false charges continued for eight months and were never challenged with the credit card company for business entities such as "Outstanding Magnificent," "Stable Unvarying Even," and "Systematic Handy Suite."
- An Uber ride in Euros coinciding with a personal vacation to Europe.
- More than $400 in charges for a pontoon boat rental during a conference. This was not listed as an event in the conference program.
- Several scanned receipts were folded over obscuring the description of the items purchased.
- A $600 United Airlines Annual VIP Lounge Access Pass.

In comparison, in 2004 it was reported by the Modesto Bee that the CEO of Stanislaus County spent taxpayer money on the luxuries of expensive hotels, fancy meals, and massages for him and a companion. He forfeited $20,000 of his backpay for the personal expenses he charged. The parallels of that situation and StanCOG are unmistakable. This event was scandalous and a betrayal of the people's trust and a waste of taxes. He resigned his office and reimbursed the county in part for the unauthorized expenses.

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Administrative Acrobatics

Bending the rules in unexpected ways

This section of the report addresses the administration of StanCOG. The Jury's first request for documents was on October 14, 2024, and as of this date many of our requests have been honored if the requested documents could be found. One of our first requests was for the operating manuals of the Finance Services Department and Administrative Services. From what we are able to glean from the documents, Administrative Services is a one-person department operated and supervised by the Director of Administration. We received the Accounting Policies and the Procedures Manuals for the Finance Services Department. HR submitted no manual or central repository of policies. We resubmitted a second request to Administrative Services and received the Employee Handbook (adopted November 17, 2021). In the Introduction to the Handbook, the employee is informed, "the handbook is intended to help employees become acquainted with StanCOG…and describing in general terms, some of the employment guidelines, and is designed to be a working guide for employees and supervisors in the day-to-day administration of StanCOG".

Indeed, it is a general handbook, so general in fact that there is no mission statement or code of ethics as is typical with most organizations. These are not stated in either the Employee Handbook or on its website. The introduction discusses Equal Opportunity Employment, at will employment, and its policy on harassment, discrimination, and retaliation.

The following are statements from former employees recorded during interviews regarding the Executive Director's behaviors and tactics:

- She screams at individual staff members in the hallway.
- She singles out staff members for humiliation at staff meetings.
- She tells staff members they are stupid both publicly and privately.
- She instructs individuals what to do one day and changes those directions the next.
- She demands that internal communications are to be in-person or on the phone only, no emails or texts. On occasion, this lack of documentation was followed with contradictory orders in the immediate subsequent days.
- She resorts to name-calling and demeaning staff.
- She focuses on punishment rather than training.
- She makes openly hostile statements to and about staff members.
- She divulges protected information about individuals in their personnel records.
- She creates false narratives about a member of staff or manager and relays those narratives to other staff.
- She makes threats or issues write-ups for responsibilities that were beyond the scope of that person's position description.

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- Staff walk on "eggshells" to avoid upsetting the Executive Director.
- Staff are instructed not to speak to any of the policy board members for *any* reason outside of regular public meetings.
- Staff are shamed for researching facts or figures for accuracy in lieu of their immediate recall, including telling people to "use your head."
- An employee's achievement did not reduce the potential for verbal assault.
- She orders and enacts secrecy and division among staff and management.
- She discourages collegiality and tells staffers not to socialize outside of work.
- She reminds staff and management that they are "at-will" employees and can be fired at any time.
- Members of staff admitted to crying in and out of office, having nightmares, and seeking therapy and medication, all unique to their tenure with StanCOG.

In Article 6 of the Handbook Section 6.1.2, the rules of conduct are as follows: "Employees are expected to observe certain standards of job performance and conduct. When performance or conduct does not meet StanCOG standards, StanCOG will endeavor, when it deems appropriate, to provide the employee reasonable opportunity to correct the deficiency."

Section 6.1.4 states, "StanCOG will not tolerate harassment of its employees, by managers, supervisors, co-workers or other persons with whom StanCOG employees have a business, service, or professional relationship." Judging from the above-listed comments, the Executive Director/Management does appear to follow the standards endorsed in the Employee Handbook, and spears to have created a hostile working environment where supervisors have to shield their staff from upper management interactions.

The handbook, though specific, is written with a negative tone of "thou shalt not" rather than a positive one that would encourage each employee to adopt and support the mission and ethics of StanCOG.

Also absent from the handbook are pathways to promotion (monetary) and job enhancement (standardized in-house education or outside continuing education) leading to promotional opportunities.

Employee onboarding is the process of welcoming and integrating new hires into an organization. It is a structured approach that helps new employees become productive, engaged and confident in their roles. At StanCOG, former employees reported there was little on-the-job training. They were told to attend departmental meetings and learn through exposure. Any staff communicating with outside organizations for guidance and attempting to build effective working relationships with other agencies were swiftly met

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with verbal or written contempt by upper management and admonished for their "embarrassing" behavior.

Beginning in 2023, the longest serving members of management lacked the necessary time in office and/or expertise in applicable subject matter to be able to give meaningful instruction to new employees.

In early 2023, the Manager of Financial Services retired and another member of Financial Services quit. This left only one employee in the department to perform the duties of both of the aforementioned positions until a Director of Financial Services was hired three months later. As per Section 2.1.9 of the Handbook, "…if an employee is assigned to perform job tasks of a higher paid position for longer than one pay period (ten working days), that employee shall receive the pay for the higher paid position for all the time worked…" Frequently, employees have been denied compensation in the past and not recognized for their service. Too often, lower titled staffers also work above their "pay grade" without proper compensation.

The hours of work in the Handbook Section 4.1 are normally Monday through Friday from 8 a.m. to 5 p.m., with a current practice of every other Friday off. After Covid restrictions were lifted, some capacity for work from home remained. Additionally, some staff were offered company cell phones and equipment for their home. Former employees consistently reported working longer hours than their five eight-hour days or four ten-hour days, usually to finish a project. They were called on weekends, vacation days, sick days, and once during a family funeral for a child, even though prior notice had been given and permission granted for time off.

Multiple employees said that while performance reviews were done, they were presented as an ambush. Reviews were delivered without warning, good reviews were ignored and re-written by other leadership, and goals were contradictory within the same document. Management of StanCOG told us that the staff signatures on these performance reviews were indicative of those staffers endorsing their review. This is contrary to the Handbook which states, "The signature of the employee does not necessarily indicate agreement with the evaluation." Many staffers were intimidated by the aforementioned bullying, and so they did not offer a written response to these evaluations, as is their right, fearing retribution.

In addition to the Handbook, there is an internal server known as the V drive with more specific information for employees that we were not made aware of by the Director of Administrative Services. The submitted Handbook made references to salary scales being available to reference in Appendix A. The initial version we received did not have Appendix

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A. When we did receive it, it did not have salary scales, only the 2020 benefits package and the vacation tables. We then submitted a second request for Appendix A.

On page 54 of the Employee Handbook is an Employee Acknowledgement of Receipt of the Handbook. We requested a site visit to have spot checks of random employee personnel files to see if this required form, and many other forms had been placed in the employee's file. We were refused any access to the building, disregarding our legal right as a Jury granted under PC § 925a of "free access to examine books and records of any… JPA." We eventually received Appendix A dated 1/1/25 of the Employee Handbook with a section for vacation accrual but no salary ranges.

The Jury requested position descriptions of all former and current employees in order to determine how many employees were and are working at StanCOG with respect to how many positions are and have been included in the annual budget. In all communications between the Jury and StanCOG, the Director of Administration has been the person to receive the Jury requests and return the documents within the required time frame. Until outside counsel took over document production, the Director of Administration determined which documents to deny, which do not exist, and which to return incomplete. Most position descriptions have not been assigned a file number and have no dates as to initial approval and none have evidence of being updated. StanCOG's General Counsel informed the Jury that the SCCGJ subpoenas would not be honored.

Another administrative issue is the lack of an Administrative Services Manual that would centralize administrative policies, all forms such as missing receipt forms, vacation requests, changes in benefits, position descriptions, phone and auto allowances, and what forms and documentations are available on the V drive. Authorization requests for travel, education, and acknowledgement of employee receipt of the handbook are some of the forms expected to be in a sample employee personnel file reflecting an actual employee's file. Currently, there is a printed Employee Handbook, finance policies for travel and education, and the V drive, alas there is no centralized manual. Earlier in this report, the policies for travel were enumerated in three different documents.

All travel and lodging must be approved by a supervisor for employees or the Policy Board for the Executive Director. A record of all expenses incurred in the line of duty, typically a supervisor-approved authorization form, a supervisor-approved reimbursement form, and the missing receipts on the V drive is submitted to the Finance Department with the Executive Director's signature. Traditionally, the original or a copy of these should be kept in the employee's personnel file after Finance has recorded them.

The Jury did not find evidence that the rule of prior authorization (Accounting Polices, Travel and Expenses updated August 13, 2024) for travel and lodging, submission of

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itemized receipts to the Policy Board, and written documentation for missing receipts has been adhered to by the Executive Director.

The Accounting Policy of June 1, 2021, Section 10 states the responsibilities of the card holder.

"Cardholder shall:

- Comply with all provisions of this policy
- Maintain security of the card and card number
- Obtain credit from merchants on returned goods
- Assist in resolving dispute charges on the credit card
- Maintain receipts for all agency credit card transactions
- Match the receipts to the credit card statement
- Provide account and work element coding for each charge appearing on the statement and
- Include a copy of the travel authorization for overnight travel"

Section 10 also states, "the card holder should contact the vendor to request a copy of the receipt before submitting a Missing Receipt Form. The Missing Receipt Form must have approval from the Executive Director (or in this case the Policy Board). At the Executive Director's discretion, repeated claims submitted on missing receipt forms could be denied and the Executive Director (or the Policy Board) should request immediate reimbursement from the employee or offset the unauthorized charges through payroll deduction. The Executive Director (or the Policy Board) will determine necessary disciplinary action for frequent abuse of the receipt requirements [by a StanCOG employee]." There was never evidence of any disciplinary action as the abuse of this policy by the Executive Director was the most prolific offender.

Compensation

High salaries and benefits, but only for a select few

Our third administrative issue regards the salaries and vacation schedule for the employees. The Employee Handbook details the procedures for use of annual vacation and sick leave. According to Appendix A dated 1/1/25, after twelve years a StanCOG employee will accrue nine weeks of vacation per year. StanCOG's General Counsel informed the Jury that the vacation policy was in the Employee Policies and Procedures Handbook, last adopted by the Policy Board in open session on Nov. 17, 2021, via Resolution 21-13 which calls for five weeks after 12 years.

The Jury requested the StanCOG vacation policy. We received Appendix A (2025) which states that at 12+ years of service, an employee earns 360 hours or nine weeks of vacation.

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In contrast, a Stanislaus County employee must work 21 years to earn five weeks of paid vacation.

The Jury then asked Chair of the Policy Board how was Appendix A (dated 1/1/25) developed, and by whom, and when was it approved by the Policy Board. He in turn forwarded the request to the StanCOG General Counsel. She responded on May 1, 2025, that it was in the Employee Handbook that was first developed by the Stanislaus Area Association of Governments (SAAG) in 2000 and based on the Stanislaus County Handbook.

It has been updated and revised several times over twenty-four years, mainly to conform with Federal and State laws. She did confirm (again on May 1, 2025) that the most current policy was approved by the Policy Board on Nov. 17, 2021, with an Appendix A (2021).

General Counsel also provided the Jury with the November 21, 2021, resolution stating that all previous versions are repealed. Appendix A (2021), states that at 12+ years an employee is eligible for 200 hours of paid vacation, or five weeks annually, and the Executive Director's 2024 contract affirms this.

The Jury asked Henderson CPAs, who performed the last Single Audit, to provide us with the vacation accrual given to him by StanCOG and the accruals he used to document his financial statement liabilities. The SCCGJ Financial Oversight Committee analyzed the accrual pages he provided confirming the vacation accrual numbers he used increased by about 30% from 6/30/22 to 6/30/23, and included a listing of all employees with their vacation accrual factors next to their name. He was using the Appendix A dated 1/1/25. The Executive Director's vacation accrual was set for nine weeks, rather than five weeks, as of the 6/30/23 for the Single Audit which increased by 29% over the figure from 6/30/22.

So, the question becomes: when was the 2025 Appendix A, provided by the Director of Administrative Services, approved by the Policy Board? There is only the November 2021 Resolution 21-13 with the 2021 Appendix A provided by the StanCOG General Counsel. Apparently, the General Counsel has not been kept up to date by the Director of Administrative Services. There is no documentation of any other policy, nor amendment, nor correction to this policy being approved.

Page nine of the Employee Handbook, Section 3.2.8 states "management employees may submit requests to the Executive Director for cash conversion of vacation twice in any fiscal year (non-management may only do this once a year) or at the discretion of the Executive Director."

The Executive Director's contract states "the employee shall accrue vacation at the same rate and in the same manner as other management employees and is granted one additional week of vacation annually." This would award the Executive Director with ten weeks of vacation a year according to Appendix A. We have asked the Director of

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Administrative Services how many weeks of vacation the Executive Director has converted into cash. The question has not been answered.

We learned from interviews that the Executive Director rarely takes a vacation. In reviewing her calendar for the previous five years, no vacations were noted. Management is allowed to request a cash conversion twice a year which would give her $27,864 every six months. The Director of Administrative Services would receive nine weeks of vacation per year. StanCOG does not have published current pay rates for employees, per their outside legal counsel, thus we may only assume it is close to the rate of the Executive Director's.

It must be noted that as of June 30, 2022, the outside auditor documented accrued vacation time for the annual audited financial statement at a much lower vacation rate than the current StanCOG vacation policy. The accrued vacation time increased sharply during the next year, as the same CPA auditor was documenting accrued vacation time per pay period, which was approximately 30% or more than the previous accrual figure, and only then approximated the new policy.

Of particular concern is the high salaries of the three senior managers, two of whom have served for 12^{+} years and are eligible for nine weeks of vacation each year according to Appendix A of the Employee Handbook. The following graphs have been developed by the Jury to document how much the StanCOG Executive Director earns compared to other central valley councils of government using 2022 data, the most recent available for comparison. The similarity ends there. StanCOG is the smallest agency with fourteen employees, while the Sacramento area agency is the largest with sixty-one employees, yet the StanCOG Executive Director's total compensation is $138,200 greater. StanCOG has 17 member agencies whereas Sacramento has 31. This is also evident in the size of each agency's Overall Work Program as Sacramento has more than double the budget at $43,240,057 as compared to only $20,730,863 for StanCOG. The Policy Board has been led to believe that StanCOG salaries are based on comps from other counties with similar COGs.

Comparative data from other Central Valley COGs is from Transparent California, using 2022 data because that is the most recent year for which data is complete. Historic salary data for the Executive Director and the Director of Administrative Services were provided to us by StanCOG.

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Figure 2.

Executive Director Compensation: Comparison to Other Central Valley COGs						
Local agency	**Staff Size**	**Voting Board Size**	**Exec Dir Base Salary**	**Other**	**Benefits**	**Exec Dir Total Compensation**
Stanislaus COG	14	16	$246,553	$71,447	$166,156	**$484,156**
San Joaquin COG	37	12	$256,735	$86,659	$55,800	**$399,194**
Sacramento COG	61	30	$293,124	$1,474	$51,359	**$345,957**
Fresno COG	20	16	$226,514	$6,000	$59,951	**$292,465**
Merced CAG	32	11	$201,601	$10,053	$66,473	**$278,127**
Kern COG	18	13	$195,826	$7,200	$19,745	**$222,771**
Tulare CAG	26	17	$175,709	$7,302	$45,339	**$228,350**

Comparing Central CA Counties MPOs in size of staff, board, and Executive compensation; Transparent California 2025
SCCGJ 2024-2025

Figure 3.



Evolution of Titles and Compensation for Current Executive Director; StanCOG Salaries 2025
SCCGJ 2024-2025

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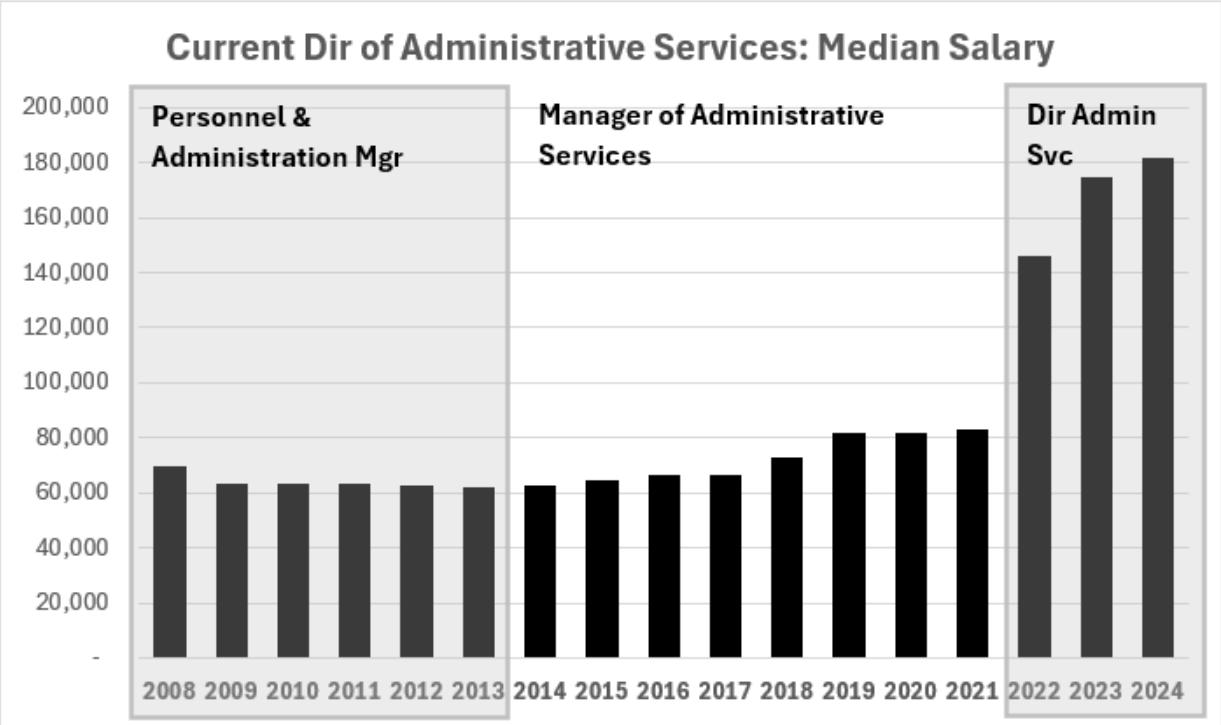
What is more revealing is the steady increase in salary each year with no change in responsibilities that would normally be documented in a position description. The Jury requested Position Descriptions for a five-year period. We received only one description for each of the top three directors leading us to conclude there had been no changes in duties. Based upon our interviews, the Director of Administrative Services has not had any material change in her Position Description. The Jury requested all past Position Descriptions as none of those submitted had any dates of approval. Thus, there was no way to confirm the Director of Administrative Service's statement.

The increase in compensation could also be monetary awards each year for exceptional performance, but again, StanCOG has not allowed the Jury to examine any documents of an employee personnel record that would contain a commendation or a certificate of appreciation.

Figure 4.



Evolution of Titles and Compensation for Current Director of Administrative Services; StanCOG Salaries 2025
SCCGJ 2024-2025

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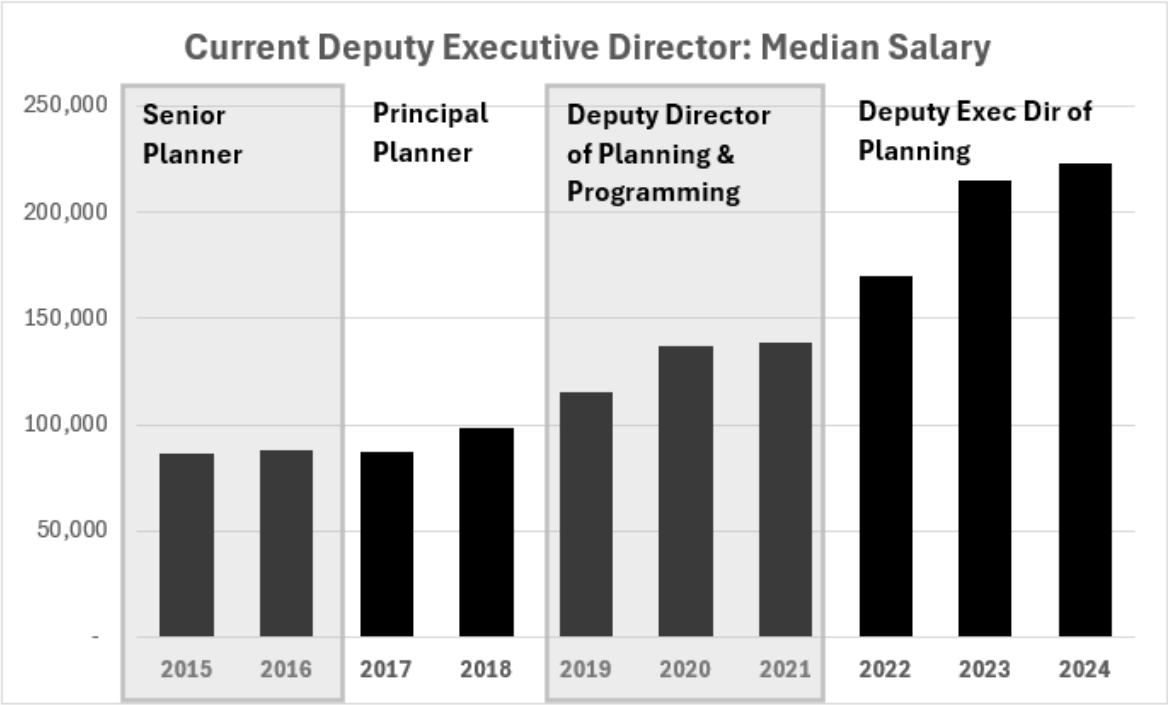
Figure 5.



Evolution of Titles and Compensation for Current Deputy Executive Director, StanCOG Salaries 2025
SCCGJ 2024-2025

Figure 6.

Top Administrative Employee:
Comparison to Other Central Valley COGs

Local Agency: Title	Base Salary	Other	Benefits	Top Admin Total Compensation
StanCOG: Dir of Admin Services	$146,150	$43,494	$91,330	**$280,974**
San Joaquin: Deputy Dir Fin & Admin	$166,877	$38,569	$58,169	**$263,615**
Sacramento Area: Admin & HR Lead	$115,884	$1,440	$117,324	**$234,648**
Fresno County: Communication & Planning Svc. Mgr	$119,037	N/A	$37,366	**$156,403**
Merced: HR & Risk Mgmt Mgr	$121,450	$993	$50,893	**$173,336**
Tulare County: Admin Supervisor	$80,308	N/A	$19,873	**$100,181**

Kern County is omitted due to lack of comparable position.

Evolution of Titles and Compensation for Current Deputy Executive Director; Transparent California 2025
SCCGJ 2024-2025

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Employee Turnover

We asked StanCOG for a list of employees for the last three years. Over the course of our investigation, we discovered at least ten additional employees had not been disclosed. That means that in three years, an organization that hovers between eleven and fifteen active staff at any point in time has lost at least twenty-four people:

- eight of eleven Financial Services staff
- eleven of sixteen Planning and Programming hires
- five of eight Administrative Assistants/Analysts

These metrics indicate a "revolving door" environment wherein more money and time is being spent on hiring new staff rather than management doing the required work to retain employees with strong performance and capability.

We interviewed former staff and current employees of StanCOG. Witnesses all concurred that while both exempt and non-exempt employees were expected to work beyond their scheduled hours, they found the work challenging, rewarding, and satisfying. The mix of work from home and in-office work hours, plus the potential travel for meetings, conferences, and seminars are largely viewed positively. Yet the external single audits were not completed on time. As of this writing, there is every indication to believe that employee turnover has been a primary cause of the financial chaos within StanCOG.

Single Audit

Poor management by StanCOG has led to insufficient staff to complete critical tasks

The Code of Federal Regulations (2 CFR § 200.500 (2025)) requires that local governments receiving more than $1,000,000 in federal funds must submit an annual Single Audit performed by an external auditor. This audit must be submitted to the federal government within nine months of the end of the fiscal year. Since StanCOG's fiscal year ends on June 30, the due date for the Single Audit is March 31 of the following calendar year.

The Federal Audit Clearinghouse reports that, from the fiscal year ending June 30, 2016, to the fiscal year ending June 30, 2022, StanCOG submitted its Single Audit on time. These Single Audits had no "findings" of any problems with StanCOG's financial processes. Because the Single Audit is based on sampling financial records, these audits did not catch—and were not intended to catch—some of the financial oversight issues discussed in other sections of this report. These Single Audits show an organization that was allocating money to the correct accounts and maintaining compliance with federal requirements.

The Single Audit for the fiscal year ending June 30, 2023, is another story. It was submitted more than four months late. The external auditor found "material weaknesses" in both

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StanCOG's financial systems and its compliance with federal requirements. In accounting jargon, a "material weakness" means that there is something wrong with how the process is done and monitored, to the point that serious mistakes are likely to be overlooked.

The Single Audit states on page 64:

> "During the audit of the Council's financial statements, we [the auditor] encountered significant delays in the commencement and completion of the audit as the Council was unable to produce financial statements in a timely manner. In addition, we identified several material misstatements in the Council's account balances which required material audit adjustments. Additionally, the Council required an excessive number of year-end closing journal entries to complete the financial close process. In addition, the material adjustments made significantly delayed the audit process."

When this statement was read aloud to the Executive Director during a Jury interview, we were told that these were not the official audit findings. The Executive Director could not explain how the Single Audit, posted both on StanCOG's official website and at the Federal Clearinghouse, could contain text that did not accurately represent the external auditor's findings.

The Single Audit attributes the problems to high staff turnover. The Single Audit concluded with a management response acknowledging the findings and provides a remedial plan for hiring staff, implementing training, and improving processes. This plan was signed by the Interim Director of Finance.

As of May 2025, the Single Audit for the fiscal year ending June 30, 2024, is also delinquent. The Financial Services Department continues under the leadership of an Interim Director. The Senior Financial Specialist hired in April 2024 resigned, leaving the department staffed by only a Financial Services Specialist I and a Financial Services Specialist II. StanCOG began the selection process for a new external auditor later than best practices dictate. They then had difficulty finding an auditor with availability and the willingness to work with the organization, and thus they started the audit several months late.

It is fair to conclude that the remediation plan from the prior year has qualitatively and quantitatively not been implemented. A pattern of late Single Audits with negative findings can jeopardize access to state and federal funds.

Measure L

Our local transportation tax

In 2016, Stanislaus County voters approved Measure L, the Local Roads First Transportation Funding Measure. Measure L calls for implementing a half-cent increase in

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sales tax within Stanislaus County for the purpose of funding local street and road improvements. The increase began in April 2017 and will last for 25 years.

Measure L is the largest program that StanCOG administers, with typical annual funding in the $60 million range. Measure L's funding is divided into two broad categories:

- Regional projects, which are managed by StanCOG itself
- Local control projects, which are managed by each city or transit agency within the county

For local control projects, StanCOG receives the funds from Caltrans and deposits it in a "fiduciary" account for the jurisdiction (city or county) it belongs to. The fiduciary account is similar to an escrow account: money is held there until the jurisdiction it belongs to demonstrates that it is current and compliant on paperwork.

StanCOG has a Policies & Procedures Manual that outlines how Measure L funds are to be processed and monitored.

One requirement is that cities upload their reports to the ABILA system, which allows StanCOG to show on the Measure L web site how money is being spent (https://stanislausmeasurel.com/). The Jurisdiction pages on the Measure L site should give a list of every document submitted by each jurisdiction; however, the most recent posting of project documents is December 31, 2022. Since Measure L requires monthly and quarterly reporting, even when a city is stockpiling funds for a future project, it is irresponsible that there have been no posted documents in more than two years. Thus, we have to conclude that this required website is out of date.

At the April 2, 2025, Management and Finance Committee (MFC) meeting, members discussed the Public Participation Plan and its underwhelming performance, including the long-awaited update of the Measure L website. A contractor was hired and began work nearly a year ago, at a cost of $250,000, with no tangible results. Additionally, the in-person meetings with the members had not happened as promised and instead of the contractor, a StanCOG staffer was collecting photos of the projects for the website.

Measure L also requires that each jurisdiction receiving funds provide an annual report on Measure L projects. This report is separate and distinct from StanCOG's Single Audit or the jurisdictions' comprehensive annual financial reports. As of late April 2025, there are no jurisdiction-level reports for the fiscal year ending June 30, 2024, which had a deadline of March 31, 2025.

StanCOG also produces its own Measure L Annual Report, which notes that it uses unaudited numbers. This becomes obvious when the Measure L Annual Report for the

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fiscal year ending June 30, 2023, has a math error in its presentation of revenues (stating $61,142,226 when the itemized list sums to $61,148,226). These unaudited numbers are close to, but do not match, the audited numbers in the annual Single Audit. At the previously mentioned Management and Finance Committee meeting, members pointed out that the figures presented to them from a different funding source did not add up.

StanCOG has the right to withhold funds if jurisdictions are not up to date on their required Measure L monthly reports. Prior to 2023, disbursements were issued two weeks after the 10th, because they are obligated to deliver funds monthly. The Policy & Procedures Manual for Measure L states that if the jurisdiction's required reporting is more than ninety days late, StanCOG may withhold funds until they come into compliance. At that point, they have 30 days to disburse all funds in arrears, but StanCOG retains the bank-earned interest as a penalty.

In Ordinance 16-01 that created Measure L, Section 20.02 states that in the event that jurisdictions need to return funds to StanCOG, the bank interest earned on allocated funds must be returned with the funds to StanCOG. This suggests, but does not state outright, that the bank interest earned on the funds always travel with the funds, both ways. Prior to February 2023, StanCOG did disburse the interest with the monthly funds to the member jurisdictions. However, after that month, interest was no longer disbursed, with no discernable announcement by the leadership of this policy or procedural change.

In April 2023, StanCOG informed the City of Turlock that it would start withholding funds because Turlock was out of compliance with paperwork. However, the City's records show funds from StanCOG continuing to arrive monthly until December 2023. When Turlock provided the required documentation in January 2024, StanCOG waited until May to clarify additional requirements. Once Turlock was deemed to be in compliance, payments continued to be sporadic and delayed, with at least one dispute over whether StanCOG was paying the correct amount. In addition, while in early 2023 StanCOG had paid interest if funds stayed in their fiduciary accounts long enough to earn any, after this point, interest does not appear to be paid to Turlock.

At the Management and Finance Committee meeting on May 7, 2025, these matters were addressed. Two member jurisdictions said that they were up to date on all of their obligatory reporting, but StanCOG had not disbursed funds for three months or more. Additionally, members stated that they believe they are owed interest on those late funds. They then questioned if they have ever received the bank interest on funds allocated to them.

We note that the Management and Finance Committee has had a higher rate of cancelled meetings in 2023 and 2024 than in years prior. Historically, up to two monthly meetings were cancelled in a calendar year. In 2022, three were cancelled, but four special meetings

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were added. In 2023, seven of eleven meetings were cancelled and in 2024, four of eleven were cancelled.

To complete this report, it is best to remember that it started with a citizen's complaint pointing out that StanCOG was likely underperforming in its own financial reporting and on track to be delinquent with the upcoming Single Audit, all of which was correctly predicted. Additionally, the complainant suggested there was a high rate of employee turnover in the last two to three years that deserved examination.

This report has not only confirmed these concerns but was also able to confidently document mismanagement by its Executive Director and the Director of Administrative Services along with the unfortunate lack of oversight by the elected officials of our county and cities.

During interviews with the upper management of StanCOG, the Jury was told that it is difficult for them to attract new employees to come to Modesto and work at StanCOG and retain those already employed. The consensus of the Stanislaus County Civil Grand Jury is that the problem was not attracting people to the city of Modesto, rather it was the mismanagement of StanCOG.

It was not lost on us that though these problems have been long known, it was not until we, the Jury, were able to confront and examine them, that they were brought to light. In a perfect world, no problem should ever get this big, and more so, it should not be a civil grand jury discovering these facts. Rather, the obvious and continuous weaknesses and underperformance should be the triggers for a meaningful response from members of the governing oversight bodies.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

FINDINGS AND RECOMMENDATIONS

F1. StanCOG is not responsive to their obligations with respect to the authority of the Civil Grand Jury and the Policy Board.

R1a. StanCOG General Counsel is expected to be familiar with the California Penal Codes illustrating the rights of the Civil Grand Jury and its responsibility as a government watchdog. The Policy Board should require proof that the General Counsel has completed continuing education or other training in civil grand jury rights should be completed no later than December 31, 2025.

R1b. The Policy Board is strongly encouraged to review this report with a critical eye on how both StanCOG upper management and its General Counsel responded to the Civil Grand Jury in both written responses and verbal interviews.

F2. StanCOG has no significant oversight by its Policy Board.

R2a. StanCOG should amend their November 2018 JPA to include the County Auditor-Controller. This should be completed with the anticipated upcoming JPA amendment process, which currently lacks a completion date.

R2b. StanCOG should revise its policy board bylaws to reduce the overall responsibility of oversight from the Chair and distribute it among the other members keeping in mind the responsibilities of all members outside of their StanCOG duties, particularly members of the Stanislaus County Board of Supervisors who carry greater responsibilities. This should be completed by December 31, 2025.

R2c. StanCOG's Policy Board should create a system of monthly, quarterly, and annual reviews of travel expenditures, project funds, accounting, and policies. This should be completed by December 31, 2025.

R2d. Revise the JPA so that all Management and Financial matters are reviewed and approved by the MFC prior to presentation before the Executive Committee and Policy Board in order to provide guidance, insight, and recommendations on the improvements required. This should be completed by December 31, 2025.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

F3. As used in the Accounting Policy in Section 9, "reasonable" is not a specific enough spending limit to be employed responsibly with respect to travel.

R3. With advisement from the Management and Finance Committee, the Policy Board should craft a travel policy with specific spending limits for rental cars, hotels, dinners, flights, and other related expenditures. This should be completed by December 31, 2025.

F4. StanCOG lacks a Director of Financial Services, and that position is subject to the authority of the Executive Director.

R4a. StanCOG's Policy Board, not the Executive Director, should take over and expedite the hiring of a Director of Financial Services. This should be completed by October 31, 2025.

R4b. The Executive Director position should be abolished and establish an information officer for jurisdiction and political engagement, and an operations officer to oversee the daily operation of the organization. This should be completed by March 31, 2026.

R4c. The Director of Financial Services should *only* be answerable to the Policy Board, not the Executive Director. This should be completed by December 31, 2025.

R4d. The operations officer should oversee the Financial Services department and approve all of the expenditures of the newly created information officer position. This should be in addition to the Policy Board's oversight. This should be completed by March 31, 2026.

F5. StanCOG's absence of a Director of Financial Services resulted in several members of upper management undertaking that role's responsibilities. The substandard performance of these duties led to delinquent audits with material findings.

R5a. In the event that the Executive Director position is retained or the position of operations officer is created, these positions and any other leadership roles engaged with the Single Audit should have training in Generally Accepted Accounting Principles. This should be completed by December 31, 2025.

R5b. The Policy Board should establish a separate audit committee. This should be completed by December 31, 2025.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

F6. The Employee Handbook as stated is a "working guide for Employees and supervisors." It is out of compliance with the current practices of StanCOG.

R6a. The Policy Board should review and compare its StanCOG Policies with Stanislaus County's HR policies.

R6b. The Employee Handbook should be consolidated with all applicable policies and procedures, position descriptions, and all other documents into one central manual. This should be completed by December 31, 2025.

R6c. The Employee Handbook and all applicable policies and procedures, position descriptions, and other documents should be centrally located for any employee to access at any time. A hard copy of the aforementioned documents should be kept in Administrative Services, and digital copies should be available on the V drive. This should be completed by October 31, 2025.

F7. The Jury found that the StanCOG Single Audit, dated June 30, 2023, had material weaknesses that caused the report to be issued late.

R7a. The Executive Director or the newly created position of operations officer should be involved with the audit process from start to finish and should receive training in Generally Accepted Accounting Principles. This should be completed by December 31, 2025.

R7b. The Policy Board should establish a separate audit committee. This should be completed by December 31, 2025.

F8. There are two published Appendix A documents for full-time employee benefits. Appendix A (1/1/25) provided by the director of Administrative Services allows for nine weeks paid vacation at twelve years and Appendix A (11/17/21) provided by the General Counsel allows for only five weeks at twelve years and more.

R8a. The Policy Board should determine which document they approved and purge the system of the inaccurate document, preferably the Appendix A dated 1/1/25 allowing for nine weeks of vacation. This should be completed by October 31, 2025.

R8b. The Policy Board should investigate how this unapproved change of Appendix A occurred and shall report the findings in an open session at a Policy Board meeting. This should be completed by December 31, 2025.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

F9. The Executive Director has used rental cars extensively and excessively rather than her personal vehicle due to vague policies and lack of oversight.

R9a. StanCOG should contract with the county motor pool to reduce unwarranted rental car expenses. This was proposed to the County CEO, and he said it would be possible. This should be completed by December 31, 2025.

R9b. Subtract the cost of a rental vehicle from the yearly auto allowance of $4,800 each time a rental is used in lieu of a personal vehicle. This should be completed by October 31, 2025.

R9c. In the event that it is necessary to use a rental vehicle, an authorization from the Policy Board must be issued. This should be completed by October 31, 2025.

F10. The policy on missing receipts is not being adhered to by the Executive Director due to the lack of appropriate oversight by the Policy Board.

R10a. The policy on receipts should be followed by all employees including the Executive Director. This should be implemented immediately.

R10b. All employees, including the Executive Director, should be held accountable by the Policy Board for adherence to the credit card rules as documented in the StanCOG Accounting Policies updated 6/1/21. This should be completed by December 31, 2025.

R10c. The Policy Board should investigate how the Executive Director was able to charge the Executive Director's husband's plane fare (in the amount of $614.58) to the StanCOG credit card. They should also review the fraud report related to this charge submitted by the Director of Administrative Services to the credit card company. They shall report the findings in an open session at a Policy Board meeting. This should be completed by December 31, 2025.

R10d. The Policy Board should initiate an investigation of both the unrestrained "Education and Training" expenses and the inordinate and inappropriate use of the StanCOG credit card by the Executive Director and all staff from January 1, 2020 to June 30, 2025. This investigation should be conducted by an outside accounting firm/forensic auditor and should focus on:
a) credit card reimbursements, especially when receipts were missing or inappropriately itemized
b) reimbursement requests submitted late, and

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

c) unauthorized expenses as per Section 9 of the Accounting Policies.
This investigation should begin no later than December 31, 2025. A report of this investigation should be presented in an open session of the Policy Board by March 31, 2026.

R10e. The Jury recommends full reimbursement by the Executive Director of **ALL** missing receipts and unauthorized expenditures. This should be completed by December 31, 2025.

F11. The expenditure category "training and education" is too broad.

R11. StanCOG should amend policies to create additional expense categories that will provide greater transparency for expenditure purposes. This should be completed by December 31, 2025.

REQUIRED RESPONSES IN 90 DAYS

The following responses are required pursuant to Penal Code sections 933 and 933.05:

- StanCOG's Policy Board: All Findings and Recommendations

INVITED RESPONSES

The following organizations and officials are invited to respond to any and all Findings and Recommendations:

- Mayors of member cities of StanCOG
- City Managers of member cities of StanCOG
- Councilmembers of member cities of StanCOG
- Directors of Finance of member cities of StanCOG
- Chief Executive Officer of Stanislaus County
- Auditor-Controller of Stanislaus County
- Caltrans – California Department of Transportation
- StanCERA – Stanislaus County Employee' Retirement Association
- San Joaquin Valley Council of Governments
- CalCOG – California Council of Governments
- StanRTA – Stanislaus Regional Transportation Agency
- MOVE CTSA – Consolidated Transportation Services Agency
- CalVans – California Vanpool Authority

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Responses are to be submitted to:

Honorable Sonny Sandhu, Presiding Judge
Superior Court of California, County of Stanislaus
P.O. Box 3488
Modesto, CA 95353

RECUSAL DISCLAIMER

Case #25-06C is issued by the 2024-2025 Stanislaus County Civil Grand Jury with the following exception: A juror recused due to potential conflict of interest. Recused jurors are always excluded from all phases of the investigation including interviews, deliberations, voting, writing, and approval of this report. None of the information included in this report was obtained from the recused juror to prevent any potential bias in this report.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

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Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

2024-2025
Stanislaus County
Civil Grand Jury

City of Turlock:
Rehab In Housing Department Passes Inspection

Case #25-08C
Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

City of Turlock: Rehab in Housing Department Passes Inspection

Case Number #25-08C

Release Date: June 25, 2025

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

SUMMARY

During more than a decade and waning by the end of 2023, the City of Turlock's Housing Department experienced a lack of structure due to excessive employee turnover. While trying to manage one problem, others were developing in different areas, much like a home that needs constant and comprehensive maintenance to function properly.

Because of changing federal regulations and governmental procedures, repairs in the way of updated Policies and Procedures Manuals for multiple HUD agencies took months. Because of employee turnover, the ability to ensure the continuity of service to Turlock's lower-income population was compromised, and for a time, stalled. The City of Turlock contracted with independent consultants to help repair the struggling department.

Despite this troubled period, Turlock's Housing Department has rebuilt, reorganized and strengthened its commitment to serve the community.

GLOSSARY

CDBG. An abbreviation for the Community Development Block Grants. This ***HUD*** program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

CFR. An abbreviation for *Code of Federal Regulations* that outlines the eligible rehabilitation and preservation activities for ***CDBG*** funds.

Cloudburst. An agency hired by the City of Turlock to help produce new Policy and Procedure Manuals, and to be a resource for ***HUD*** reporting concerns.

CohnReznick. An external auditing agency hired by the City of Turlock.

FTHB. An abbreviation for First Time Home Buyer as well as a ***HUD*** program designed to make loans, incentives, and financial assistance available to those who have not owned a home in the past three years.

HOME. An abbreviation for Home Investment Partnerships Program. A ***HUD*** program that provides formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people.

HUD. An abbreviation for the United States Department of Housing and Urban Development.

IDIS. An abbreviation for *Integrated Disbursement and Information System*. It is a nationwide database used by ***HUD*** to track program activities and funding.

monitoring report. In this report, it refers to an investigation by ***HUD*** to check for compliance with an entity's reporting to ***HUD***.

BACKGROUND

The United States Department of Housing and Urban Development (HUD) provides funds to counties and cities from taxpayer revenues to help low- and moderate-income persons and families, as well as at-risk populations such as survivors of domestic violence, homeless persons and families, and those at risk of becoming homeless. Every county and city that receives funds must ensure that they are complying with a multitude of federal regulations through the monitoring process. HUD conducts these week-long remote investigations for the City of Turlock generally every two years.

Turlock's Housing Department, a division of the Development Services Department, is responsible for administering funds from what has been publicly described as "an alphabet soup" of state and federal programs: CDBG, HOME, FTHB, PLHA, and NSP. They are also responsible for initiating NOFO's and producing (or assisting in some instances) the AAP, the CON Plan, and CAPER reports. For reference, this non-comprehensive list of alphabet soup programs and reports are: Community Development Block Grants (CDBG,) HUD Home Investment Partnerships Program (HOME), First Time Home Buyer (FTHB), Permanent Local Housing Allocation Program (PLHA), Neighborhood Stabilization Program (NSP), Notice of Funding Opportunity (NOFO), the Annual Action Plan (AAP), 5-year Consolidated Plan (CON Plan), and the Consolidated Annual Performance and Evaluation Report (CAPER).

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

At the Turlock City Council meeting on April 23, 2024, the Acting Director of Development Services released an independent audit of the Housing Department produced by CohnReznick, an independent firm offering "real-time advice from subject matter experts" on federal policy. While the Acting Director addressed each finding and provided explanations for many of the deficiencies mentioned, issues still existed from previous HUD monitoring reports dating back more than a decade.

This report prompted a citizen to file a complaint with the Stanislaus County Civil Grand Jury (SCCGJ) requesting an investigation into alleged procedural problems that included possible misuse of HUD funds, violation of city policies and HUD regulations, and insufficient documentation of compliance with HUD procedures. The SCCGJ determined that the matter was within its jurisdiction and began an investigation.

METHODOLOGY

For this investigation, the City Committee conducted interviews with a City Council member, the City Manager, the Director of Development Services (Planning, Building, and Housing), the Housing Department Manager, the Finance Manager, a member of the CDBG Selection Committee, an Acting City Manager, and the complainant.

Documents were requested regarding policies and procedures, contracts, HUD monitoring reports, and other communications with HUD. We asked for job turnover data in all departments.

Online research was conducted on HUD's CDBG and HOME programs and wage comparisons in the county.

The following documents were compiled and reviewed: the City's budget documents, CAPER (Consolidated Annual Performance and Evaluation Reports) reports, Annual Action Plans, 5-year Consolidated Plans, newspaper articles, and City Council meeting minutes from January 2022 to present day. Online videos of City Council meetings were reviewed when information pertinent to this report was presented by staff.

The SCCGJ would like to express our appreciation to the City of Turlock and its staff for prompt responses to our requests and for honest, candid, and thorough interviews.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

DISCUSSION

HUD and HUD Monitoring Reports

HUD Monitoring Reports are the means by which the government examines its grants and funding awards and all the procedures required to abide by federal regulations. The August 23, 2022, HUD Monitoring Report conducted from May 31, 2022, to June 14, 2022, issued six new findings and restated seven open findings: three from a 2010 monitoring report, one from 2014, and three from 2019.

> ***Finding 2022-1:*** *The City had incorrectly classified IDIS Activity ID 799 – Temporary Relocation (CDBG) 2019 – 2020 as a relocation activity instead of a housing rehabilitation delivery cost, which is eligible under 24 CFR Section 570.202.*
>
> > ***Corrective Action:*** *Within 60 days of this letter, the City must take these two corrective actions: (1) return the funds charged under IDIS Activity ID 799 and then apply them to the CDBG activity it provided the homeowner housing rehabilitation assistance along with its justification as a necessary delivery costs, and (2) develop and submit to HUD a housing rehabilitation program policy for providing similar services, such as renting storage, so that the City delineates the level of service available to all prospective clients.*
>
> ***Finding 2022-2:*** *The City lacks a current Residential Anti-displacement and Relocation Assistance Plan [RARAP].*
>
> > ***Corrective Action:*** *The City must update its current "Displacement Plan" to reflect the RARAP requirements. The City must provide the updated Displacement Plan to HUD within 60 days of this letter to clear this finding.*
>
> ***Finding 2022-3:*** *There is an absence of dated signatures of all parties on the beneficiary written agreement for the IDIS Activity ID 827- Ceres 2020 FTHB 001 RIC [Homebuyer] project as well as a lack of HOME program policies and procedures to ensure written agreements include dated signatures of all parties. This was the case for the IDIS Activity ID 797-City 2018 Avena Bella Phase II [Rental – new construction only] project as well.*
>
> > ***Corrective Action:*** *To resolve this finding, the City shall revise its HOME policies and procedures to include a provision on HOME Agreements and committing HOME funds that specifically requires that written agreements include dated signatures of all parties. Please provide the requested documentation within 60 days of the date of this letter.*

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

Finding 2022-4: *There is an absence of many federally required provisions in the City's loan agreement with the owner. Avena Bella II, L.P., for the IDIS Activity ID 827- Ceres 2020 FTHB 001 RIC [Homebuyer] project including the following:*

a) a date next to each party's signature;
b) a detailed project schedule and a complete budget that includes all sources and uses;
c) designation of HOME-assisted units as fixed or floating;
d) sets forth all obligations to impose on the owner to meet the Violence Against Women Act (VAWA) requirements; and
e) specifies that the owner cannot request disbursement of funds under the agreement until funds are needed for payment or eligible costs and such requests are limited to the amount needed.

Corrective Actions: *To resolve this finding, the City must take the following corrective actions:*

1. amend the loan agreement with Avena Bella II, LP., to include the requirements listed above;
2. the owner must amend the current leases with tenants to include the correct VAWA addendum and begin using the updated VAWA addendum for all future leases;
3. revise policies and procedures that conforms with all current HOME written agreement requirements; and
4. develop a project compliance checklist to be used by City staff to ensure that all HOME requirements are met including applicable record keeping requirements pursuant to 24 CFR 92.508(a)(3)(i).

Within 60 days of this letter, please provide documentation demonstrating that the corrective actions listed above have been addressed including the amended loan agreement, assurance that the owner is using the correct VAWA addendum, revised policies and procedures, and a project compliance checklist.

Finding 2022-5: *The amount of HOME funds invested in the IDIS Activity ID 797- City 2018 Avena Bella Phase II [Rental – new construction only] project was not at or below the applicable maximum per-unit HOME subsidy limit as required under 24 CFR Section 92.250(a). The limit was exceeded by $133,625.*

Corrective Action: *To address this finding, the grantee is requested to take the following action(s): repay the $133,615, which is the amount that the City exceeded the maximum subsidy limit for this project, to its HOME Investment Trust Fund local account and provide documentation of the*

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

repayment from non-federal funds to this office within 60 days from the date of this letter. Specifically, the City must submit to HUD a canceled check, a copy of deposit slip, or a copy of a bank ledger documenting the repayment and create a repayment to the local account (IU) receipt in IDIS. The repaid IU funds may be committed to other eligible HOME projects consistent with the City of Turlock's annual action plan.

Finding 2022-6: *The City does not have comprehensive written policies and procedures as required under HOME regulation 24 CFR Section 92.504(a). Specifically, the following areas of the City's draft Turlock/Stanislaus County HOME Consortium Policies and Procedures Manual, dated May 15, 2018, related to rental were found to not meet the requirements:*

1. Tenant Selection. The City's draft policies and procedures do not ensure project owners have written tenant selection policies and criteria required under 24 CFR Section 92.253(d) that address the following:

a. Policies and criteria that do not exclude an applicant as required under 24 CFR Section 92.253(d)(3)(i) because the applicant is a holder of a certificate or voucher under the Section 8 Tenant-based assistance or Housing Choice Voucher program, or comparable HOME TBRA document.

b. Policies and criteria that comply with the Violence Against Women's Act (VAWA) prescribed under 24 CFR 92.359.

2. Income Determination. The City's draft policies and procedures does not include a provision that income determination of a household is conducted no more than six months before the execution of the lease as required under 24 CFR Section 92.203(d)(2).

3. Lease Compliance. The City's draft policies and procedures does not include a provision ensuring that applicable rental leases incorporate the VAWA lease addendum required in accordance with 24 CFR Section 92.359(e) and 24 CFR Section 92.253(a). This is required for projects with a HOME funding commitment date that was after November 16, 2016.

Corrective Action: *To resolve this finding, the City shall revise its HOME policies and procedures to meet all the requirements at 24 CFR Section 92.504(a) including those applicable to rental and provide them to HUD within 60 days of the date of this letter.*

The Housing Department responded to these findings on September 22, 2022, by stating that revising policies and procedures to the extent required above would require "additional time to create thorough policies."

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

The CohnReznick Report

The City of Turlock engaged CohnReznick on March 17, 2023, to perform consulting services based on the following tasks:

1. "Obtain an understanding of the following policies and procedures:
    a. Procurement and purchasing, including purchase order and contract approval.
    b. Accounts Payable, including invoice approval.
    c. Vendor acceptance and maintenance.
2. Obtain an understanding of the City of Turlock's Community Development Block Grant Program and the HOME Investment Partnerships Program.
3. Obtain and review any management letters or internal control weakness reports issued in connect [sic] with the City of Turlock's financial statement audit.
4. Select a sample of Housing Department expenditures and perform testing to verify compliance with the applicable policies and procedures.
5. Select a sample of properties to perform testing to verify rehabilitation costs agree to contracted and approved amounts."

The report was based on analyses from March 17, 2023, through September 30, 2023.

The global findings included:

- Lack of documented policies and procedures with respect to investing HUD funds.
- Lack of documentation demonstrating that buyers of properties sold by the City of Turlock were on an approved first-time homebuyer list.
- The Housing Department was unable to provide support regarding the qualification and approval process for buyers of its properties.
- No documentation demonstrating that the contractors submitting bids for rehabilitation work were previously vetted and/or included on an approved vendors list.
- The city waived a buyer's inspection as part of purchase documentation.
- None of the property testing files reviewed included documented support from the housing rehabilitation specialist demonstrating review and approval of the work performed by the rehabilitation contractor prior to approving progress payments.
- Many contractor invoices contained in the property testing files lacked specific detail regarding actual work performed.
- While escrow accounts were established for most properties purchased and rehabilitated by the housing department, there was inconsistent use of these

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

accounts and multiple expenditures were paid directly from the general fund via the city's purchasing system.

The CohnReznick report confirms the Housing Department's dysfunction and vulnerabilities before and during the review period. Consequences included rehabilitation delays, cost overruns, and vacant properties on the books.

Employee Turnover

The first item in the Executive Summary of the CohnReznick report states, "The City [of Turlock] has experienced a significant amount of turnover in recent years, impacting the administrative staff, including several changes in the City Manager position, and the Development Services Department. Within the Housing Department, the roles of Housing Program Services Director, Housing Finance Specialist, and Housing Rehabilitation Specialist have all turned over several times."

We verified this statement with documentation from the Human Relations Department confirming twenty employee changes over six positions mentioned above from January 1, 2020, to April 11, 2025. In comparison, the rest of the more than 70 employees at the City of Turlock had 24 turnovers over the same time period. Employee changes were described as Promotions, Voluntary [resignations], Retired Annuitant, Assignment Ended (for Acting positions], and Probation. At the May 13, 2025, City Council meeting, a new Acting City Manager was introduced due to retirement.

The salaries of similar positions were compared throughout Stanislaus County. Based on salary alone, the City of Turlock has a two percent to eight percent higher pay scale. Employment packages differ in vacation, health care, retirement packages, continuing education incentives, signing bonuses and such. The SCCGJ did not explore in depth the overall advantages or disadvantages of being a City of Turlock employee.

The Rehabilitation

The City of Turlock and its Housing Department acted efficiently and responsibly to the findings mentioned above.

- They entered into a contract with Cloudburst (a provider of HUD training and technical assistance) who helped update a HUD-approved policies and procedures manual. Cloudburst is currently on retainer with the City of Turlock to consult with them when concerns arise about HUD reports. Currently, the City of Turlock is in compliance with HUD procedures. The updated HUD Policies and Procedures

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Manual was approved by the Turlock City Council in April, 2024, which addresses all issues mentioned in the 2022 findings.

- Turlock resigned the leadership position in the Consortium (a group of Stanislaus County cities and rural areas, excluding Modesto) which awards HUD grants. Stanislaus County now has the lead role. This action freed the housing staff to complete annual HUD monitoring of the City's properties and move toward compliance with HUD regulations.

- The City of Turlock transitioned from escrow accounts to pay invoices to a batch payment system which allows them to pay several invoices all at once. They also required the information on invoices to be more specific so that processing was more efficient and accountable.

- The Housing Department developed Policies and Procedures Manuals specifically for each of its three positions: Housing Finance Specialist, Housing Program Specialist, and the Housing Rehabilitation Specialist. These manuals detail each step, authorization, required document, process and/or inspection required to complete the multiple functions each employee performs to the letter of HUD regulations. When there is employee turnover, the new employee has a blueprint to fulfill the job requirements.

The employee turnover situation in the Housing Department appears to have stabilized. None of the employees who represented the work produced during the HUD monitoring reports (from 2022 and earlier) and the CohnReznick report are current employees. A new Director of Development Services and Housing Department Manger represent the department professionally at City Council Meetings. This managerial pair both claim to work well with each other and their well-qualified staff and have created a productive and supportive work environment. As a result, CDBG awards are being issued again and a new plan for the FTHB program should be presented to the City Council by the end of July 2025.

On July 31, 2024, the City of Turlock received their most recent HUD Monitoring report based on a review conducted from May 20-24, 2024. It has not been released to the public. It indicates that the seven previous findings from 2010, 2014, and 2019 were all closed as were eight more recent findings.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

FINDINGS AND RECOMMENDATIONS

F1. The City of Turlock's Housing Department has experienced turmoil in recent years and has been held accountable. New policies and procedures, a decline in job turnover, and attention to detail have helped the department fix problems of the recent past.

R1. The SCCGJ recommends the Turlock City Council instruct the Housing Department to release the HUD Monitoring Report dated July 31, 2024, to the public on or before November 15, 2025, as a model of transparency between the City of Turlock and the community it serves.

REQUIRED RESPONSES IN 90 DAYS

The following responses are required pursuant to Penal Code sections 933 and 933.05:

- Turlock City Council: F1, R1

Responses are to be submitted to:

Honorable Sonny Sandhu, Presiding Judge
Superior Court of California, County of Stanislaus
P.O. Box 3488
Modesto, CA 95353

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

Communication: This Board has received the 2024-2025 Stanislaus County Civil Grand Jury Consolidated Report.

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Monterey Park Tract
Community Services District
P.O. Box 1301
Ceres, CA 95307

BOARD OF SUPERVIS
JUN 25 '25 PM1:1

June 25, 2025

Board of Supervisors
1010 10th Street, Ste. 6700
Modesto, CA 95354

Please be advised that during the monthly board meeting held on Monday, June 23, 2025, the Monterey Park Tract Community Services Board passed resolution 20250623-1 appointing Ms. Shirley Martinez to serve as a board member to replace the vacancy that was created due to the untimely death of Mrs. Susan Stransky on June 7, 2025.

If you have any questions or need further information, please contact me accordingly.

Respectfully,

Debra Stanard

Debra Stanard
Secretary to Monterey Park Tract
Community Services District Board
209.604.0618
debbie.mptcsd@att.net

Communication: This Board has received a letter from Monterey Park Tract Community Services District regarding the passing of Susan