Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222
5100 Bullion Street
http://www.mariposacounty.org/

MILES MENETREY, CHAIR	**DISTRICT V**
WAYNE FORSYTHE, VICE-CHAIR	**DISTRICT IV**
ROSEMARIE SMALLCOMBE	**DISTRICT I**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JANUARY 9, 2024

A. 9:00 AM Called to Order and Roll Call

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Dallin Kimble/County Administrative Officer introduced Jeanne Heagle/Public Information Officer, who thanked the Board and the community for the opportunity.

Suzette Prue/John C. Fremont Board of Directors introduced Michael (Mike) Zimmerman/Chief Executive Officer. She also noted they have changed for the better. Mr. Zimmerman noted he comes from a small destination town in Arizona and looks forward to working here.

D. Selection of Chair and Vice-Chair

1. **Clerk of the Board**

Select a Member to Serve as Chair of the Board of Supervisors for the 2024 Calendar Year

Danielle Bondshu/Clerk of the Board introduced the item. No public comment. Supervisor Forsythe noted he did not want to be chair due to family matters.

SELECTION: Miles Menetrey was selected as the 2024 Chair.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

2. **Clerk of the Board**

Select a Member to Serve as Vice-Chair of the Board of Supervisors for the 2024 Calendar Year

No public comment.

SELECTION: Rosemarie Smallcombe was selected as the 2024 Vice-Chair.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

E. Gavel Presentation

1. **Clerk of the Board**

Presentation of the Gavel Plaque to Supervisor Menetrey for Serving as the 2023 Board of Supervisors Chair (Board Chair)

Danielle Bondshu gave the staff report. No public comment. Vice-Chair Smallcombe presented Chair Menetrey with the gavel plaque.

RESULT: PRESENTATION HELD

F. Approval of Consent Agenda (Items designated by "CA")

Chair Menetrey noted that CA. 11 and 24 require a 4/5th vote. He also noted that CA. 26 was withdrawn and will return on the Jan. 16th agenda.

Shannon Hansen/Public Works Director highlighted some projects; she noted a grant was funding CA. 22 and would result in water tanks being put in place. She touched bases on CA. 24, noting the task order is to assist in the replacement of the stairs that Best Western removed, which was the pedestrian pathway to the County Park. Supervisor Forsythe noted that CA. 22 is fantastic and acknowledged the benefit the communities see with the stored water.

Steve Ward/Cal Fire/County Fire Division Chief, commented on CA. 22 as well, noting that the water in those

areas is critical in nature. He noted the project proved positive as the tank in Bootjack was installed the day before the Oak Fire broke out, and it played a major role in the turnaround time to get water to the fire lines.

Mike Brusa/Bear Valley Resident, commented on CA. 1, noting the local emergency was put into place in 2018; he stated we are now in 2024, and this has proven a long emergency. He wanted to ensure he was on record for saying something in regards to the government releasing themselves from liability. He reiterated that it is inappropriate and then discussed the issues of governments being monopolies.

Kaitlyn Wagoner/Mountain Crisis thanked the board for bringing CA.6 in recognition of Human Trafficking Awareness Month.
In response to Supervisor Poe, Director Hansen noted the water tank set to be placed at Red Cloud library will be filled by the existing well. Chief Ward also noted water tenders are 2000 and 3800 gallons.

Supervisor Smallcombe commented on CA. 6 that people need to be aware of their surroundings as well as know the indicators of trafficking. She noted if they believe someone is being trafficked call the Sheriff's Office at 209-966-3615. She further noted Mariposa is not immune and has seen three human trafficking cases in the last year.

Joe Lynch/Health and Human Services Agency Director, noted for CA. 13, the original contract was anticipated as a normal expenditure; he noted they saw a record amount of detainment, and Native Solutions stepped in to assist. He also noted they do not foresee needing more funds in response to Supervisor Toso.

In response to Supervisor Poe, Steve Engfer/Planning Director noted the Maddy Act is a section of the Government Code that mandates how vacancies are dealt with and noticed.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve a Three-Year Sublease Agreement with the California Department of General Services (DGS) for Sierra Nevada Conservancy (SNC) to Sublet the 11th Street Office Building Space from Mariposa County in the Amount of $46,800; and Authorize the Board of Supervisors Chair to Sign the Sublease Agreement

CA3. **Board of Supervisors**

Ratify a Letter of Support for the Mariposa County Resource Conservation District (2023 Chair Menetrey)

CA4. **Board of Supervisors**

Ratify a Letter of Support for the Lushmeadows Ladder Fuels Project, Phase 2 (2023 Chair Menetrey)

CA5. **Board of Supervisors**

Ratify a Letter of Support for the Fremont Fuel Reduction Project (2023 Chair Menetrey)

CA6. **Board of Supervisors**

Proclaim the Month of January 2023 as "Human Trafficking Awareness Month"

CA7. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA8. **Clerk of the Board**

Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2024

CA9. **County Counsel**

Re-Appoint Matt Johnson and Rhonda Scherf to the Law Library Trustees Board with Terms Expiring January 9, 2025

CA10. **Health and Human Services Agency**

Approve First Amendment to Agreement with the California Association of Environmental Health Administrators (CAEHA) Increasing the Amount by $7,343.12 for a New Amount Not to Exceed $67,343.12; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds within the Environmental Health Department Budget to Cover the Amendment ($7,343)

CA11. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations in the 5579 Capital Improvement Project (CIP) Fund Budget for Costs Related to the Adult Detention Facility (ADF) Construction ($36,500) (4/5ths Vote Required)

CA12. **Health and Human Services Agency**

Adopt Bylaws for the Santa Cruz, Monterey, Merced, San Benito, Mariposa Managed Medi-Cal Care Commission for the Santa Cruz, Monterey, Merced, San Benito, Mariposa Managed Medi-Cal Care Commission

CA13. **Health and Human Services Agency**

Approve Second Amendment to Agreement with Native Solutions Family Guidance Center Increasing the Amount by $50,000 for a New Amount of $90,000 for Child Welfare Supportive Services and TRADE Sober Living Home Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Health and Human Services Agency**

Approve an Agreement with the California Health and Human Services Agency (HHS) for Data Sharing and Information Exchange; and Authorize the Director of Health and Human Services Agency to Register in the Portal and Sign the Agreement.

CA15. **Health and Human Services Agency**

Approve First Amendment to Agreement with Community Social Model Advocates, Inc. (CSMA) Increasing the Amount by $100,000 for a New Amount of $125,000 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Health and Human Services Agency**

Approve First Amendment to the Agreement with Solutionz Conferencing, Inc. for Information and Technical Services Extending the Term to April 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Planning**

Accept Resignation and Recognize the Service of Koren Blau-Monroe to the Code Compliance Advisory Committee

CA18. **Planning**

Approve First Amendment to Lease Agreement with Jennifer Kiser and Peter Kiser Increasing the Amount by $6,959 for a New Amount not to Exceed $30,005, for Unexpected Costs Associated with Preparing an Exterior Wall for Installation of Mural; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA19. **Planning**

Ratify an Agreement with AmeriCorps Project Sponsor for the Awarded Partnership with Camping Unlimited, an AmeriCorps NCCC Crew (Camp Krem in Awahanee) between January 8 and April 17, 2024

CA20. **Planning**

Adopt a Resolution Authorizing Notice of Non-Renewal of a Portion of Land Conservation Act Contract Land

CA21. **Public Works**

Adopt a Resolution Accepting a Grant Deed From Hui Tu Im, a Married Man as His Sole and Separate Property and Edward Im, a Single Man, as Joint Tenants, Conveying Property Needed For Construction of the Dogtown Road Bridge; Approve an Agreement for Acquisition of Property for Bridge No. 40C0039 (Dogtown Road over Maxwell Creek); Authorize the Board of Supervisors Chair to Sign the Agreement; and Authorize the Auditor to Submit Payment to Inter-County Title Company for $7,125

CA22. **Public Works**

Approve an Agreement with Williams Excavation Inc. for the Natural Disaster Water Storage Mitigation Project in the Amount of $2,156,056; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA23. **Public Works**

Approve an Agreement with Don Fowler Construction for Probation Window Replacement in the Amount of $119,600; and Authorize the Board Supervisors Chair to Sign the Agreement

CA24. **Public Works**

Approve Task Order No. 5 with Mark Thomas for the Mariposa CMAQ Stair Replacement Project in the Amount of $305,910; Authorize the Board of Supervisors Chair to Sign the Task Order; and Approve Budget Action Increasing Revenue and Appropriations in the Capital Improvement Budget Receiving Unanticipated Revenue ($351,796) (4/5ths Vote Required)

CA25. **Public Works**

Approve Task Order No. 6 with Mark Thomas for Courthouse Sidewalk and Lighting Design Services in the Amount of $98,438; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA27. **Public Works**

Approve First Amendment to Task Order No.1 with Black Water Increasing the Amount by $17,577 for a New Amount Not to Exceed $276,407 for Natural Disaster Water Storage Mitigation Project Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

G. Items removed from Consent Agenda

CA26. **Public Works**

Approve an Agreement with Kroeker, Inc., for Highway 140/6th Street Storm Drain Improvements in the Amount of $170,625; and Authorize the Board of Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN

H. Departmental Presentation

Joe Lynch provided an update on the move to the Central California Alliance for Health, noting they get five to seven people daily coming in. He noted to the Board and the listening public that the Office to sign up is open Monday through Friday from 9:00 AM to 4:00 PM with a lunch period from 1:00 PM 20 2:00 PM. He noted individuals can call 1-800-700-3874 or call 209-966-2000 to be transferred. He stated the office to sign up is located at the HHSA Building, 5362 Lemme Lane.

Keri Kisela/Mariposa County Chambers of Commerce noted to the Board and public to save the date of March 23rd for the Business Awards Dinner at Tenaya Lodge. She noted the theme is "Magic of Spring and Enchanted Evening". She announced last Thursday, in the business association meeting, YARTS announced that Martin Luther King Jr. Day is a free ride day for residents. She also noted locals can pick a free ride day between February 10th and 25th.

Dallin Kimble updated the Board on the Strategic Plan. He noted departments are working on objectives to submit to him on January 19th. He also noted that he is working on the legislative platform and hopes to bring it to the Board on February 6th. He reminded the Board if there is anything on their radar that we should be supporting, he wants to hear about it. Supervisor Smallcombe thanked Mr. Kimble for the update, and she asked if there was an intent or plan in place for the public to be a part of the conversation. He noted the public will have the opportunity to participate.

Shannon Hansen noted winter weather is upon us. She noted in preparation. They have seven new open positions and have contracts in place for Foresta and Fish Camp. She also noted they had secured an extra-help employee for the Wawona area to plow snow. She reminded the public that as the weather hits, to not park in the public right of way. Public Works will remove or ticket your vehicle if it blocks the County's ability to plow the public right of way properly. She also noted the County has prepared a list of contractors that can be called upon to assist if the County sees storms like last year. Supervisor Poe noted the crew in North County has done a phenomenal job. He asked what could be done about individuals from the valley coming up and sledding in the right of ways. Director Hansen noted they should meet to discuss his question, and they can get some signage up. Supervisor Smallcombe also provided kudos to the Public Works crew.

Jeremy Briese/Sheriff noted he was looking forward to a good 2024. He noted that 2023 was busy with high-profile cases and challenges. He noted they have five vacancies and are doing what they can to recruit. He noted they are looking at different scheduling models to help with some of the deputies' stress. Supervisor Toso commended the deputies who responded to an intruder at her daughter and son-in-law's home. Supervisor Poe asked if the individuals who get busted growing up see real-time in prison. Sheriff Briese noted they do what they can, but they are not always held for long due to current laws.

I. Public Comment on Non-Agenda Items

Jonathan Noel/Resident noted with the burned-out area, is there a plan for reforesting, or are there grants or methods of reforesting and helping Mother Earth regenerate oxygen? He also gave kudos to the Arts Council for the murals, noting a job well done.

Jeanne-Ann Pine/Resident, noted the AmeriCorps were in town, and 9-10 of them were there. She noted they will begin a project at the visitor's center on Friday. She thanked Will Fassett for the work he did to get them here. She noted to the Board and listening public to remember they are volunteers.

Mike Brusa noted history is cherry-picked and reiterated the history he read on the Patagonia tribes. He then discussed American history, the Constitution, and insurrection.

1. **Clerk of the Board**

Public Comments on Non-Agenda Items Received by the Board

J. Regular Agenda Items

1. **Board of Supervisors**

Discussion and Possible Direction Regarding the Status of Mandated Financial Audits, Mandated Financial Reporting, and Internal Financial Information Processes (Supervisors Smallcombe and Forsythe)

Chair Menetrey read the item and turned the floor over to Supervisor Smallcombe, who gave the staff report and gave a background of why this item came forward.

Supervisor Forsythe thanked Supervisor Smallcombe for the heavy lifting on this item and the Clerk of the Board for the research. He expressed and emphasized this item is not to point fingers but to discuss what can be done to help. He thanked the Auditor's staff for being present and noted he wanted to hear candid remarks and their perspective.

Luis Mercado/Auditor first thanked the Board for bringing the item; he noted it was important to discuss and he does not fault the Board for their concern but to know this has his full attention. He noted he does feel the fingers are being pointed at him and his staff. He noted everything seems to come down in his office. He noted he felt they lacked the support needed to succeed in the Oracle changeover. He noted perhaps it is his fault for not bringing it up in a public setting, but he felt that the administrative staff working on the project would give accurate reports to the Board on the project. He noted he and his staff are working hard to get caught up. He noted in response to the issue with the Community Services Department (CSD), he was able to get the documents to them by their requested deadline. He noted they are working through the audit, and he noted cash is reconciled for Fiscal Year (FY) 21/22. He noted they have made progress in the last 2-3 weeks, noting when people aren't around with issues. Mr. Mercado gave a list of changes he felt could be made. He noted the first was from the beginning of the Oracle system implementation; he said I.T. was not involved. He also noted that his staff are responsible for setting up people's security settings, which should not be their responsibility. He noted the second change that could be made is having I.T. be responsible for maintaining users' security in Oracle. He noted their third change is from day one, he felt there has been a lack of training for users, noting he and his staff have had to be the ones to train and troubleshoot. Mr. Mercado noted that the Administration hired an Administrative Analyst specifically for Oracle; he had hoped that individual would take over the duties, but that didn't happen. He also emphasized that his staff is heavily involved in gathering and submitting costs for disasters. He also noted he welcomes help. He noted for once, there is a fully staffed Human Resources department, and he noted they could help with timecards, which is a massive issue. He closed with the fact that he takes responsibility for not coming to them sooner, he noted he hoped the Board still had faith in him and his staff and he apologized to his staff has they have been the ones telling him about these issues all along.

Matthew Rouse/Accounts Payable noted he knows some of the Board members but hasn't met them all. He wanted to highlight a few things with the Oracle implementation that could shed light on how they have gotten to where they are. He noted they were asked to work with a consulting firm that had minimal knowledge of the software. He noted the company was not equipped to deal with implementation. He noted they have had to do the work and the research themselves and they have now gone on to sell the software with the knowledge they gained from our staff. He noted the implementation began when COVID hit, noting this did impact the implementation. In addition, he noted they have received a lot of pushback from staff. He noted it is difficult for individuals to transition to something different. He also wanted to point out that the Auditor's office has done nothing but work tirelessly and work overtime. He noted they are all willing to take on new things, they haven't given up. He noted he understood what to having the FY 21/22 audit completed has, but wanted to highlight the positive of having cash balanced. He noted on the payables side, they went from having invoices months out to being a month out. He noted the Auditor's staff have done a lot of training of other staff. He asked that the Board remove that from their office as it should not have been on them. He noted the County needed to establish a training program for Oracle. One positive he wanted to highlight are the contract issues caught, he noted they have reduced errors. In closing he asked that the Board allow them the chance to do their work. He noted a burden is on his shoulders and they have expressed their concerns, frustrations, and anger. He noted it is not on Luis, they need to focus on what they do best and it

would help to get certain tasks out of their office.

Cierra Mendoza/Account Receivable noted that with Oracle, they have had to find workarounds. She noted there are updates, but they aren't told till much later. She noted it would be beneficial to have I.T. monitor the system and provide the training.

Anne Middleton/Reconcile Cash noted it has been hard, but she feels hopeful. She noted they have made huge steps in the last couple of weeks, and for the first time in a while, she did not feel defeated. She asked that they not deviate.

Chair Menetrey opened for public comment.

Joe Lynch noted that the mentioned CSD and Area 12 contracts seem to be the center point of the initial conversation. He noted they have to prove to the State and taxpayers through reporting that they are spending it how it's intended and responsibly. He noted as a suggestion that there should be some sort of trigger in place if the county gets to the point where it currently sits; departments should be able to do single account audits. He also suggested having an individual go to Oracle for training. Supervisor Smallcombe thanked him for his comments and acknowledged his remedial action recommendations. Supervisor Smallcombe also noted that policies exist and welcomed all department heads to highlight areas where the board should focus their attention. Chair Menetrey reminded Board members that the Board is still in the public comment portion.

Mike Brusa noted that when he was working for a school district, there was an audit process. He noted that they had a unitary organization, and the business office controlled the financial function. He noted he was surprised to hear the County isn't set up that way. He noted the issues sound like they are organizational issues.

Jonathan Noel noted if he was issued a credit card and didn't turn in the required documents, he would expect it to be taken away or the expenses to come out of his pocket.

Leigh Westerlund/Assistant County Administrative Officer noted metaphorically that there has been a Mountain that has made things incredibly difficult. She noted one of those as the implementation during COVID-19, she also noted 7 out of 9 staff members has experience either extended leave or a job transition in the last 3 years within the Auditors Office. She further noted that the county is also increasing over $100 million more than 3 years ago. She noted she gives her appreciation to the team as the successes are because of their hard work. She also noted she knows the Auditor has not taken a vacation in three years. She noted she will do whatever she can to assist in easing their workload.

Lorraine Freeman/Phone Caller/Resident, noted the Board needed to look at mismanagement from the top. She noted the County Administrative Office has failed; she discussed the Code Compliance initiative and how he approached it. She also noted that Oracle and the processes in choosing were poorly done. She noted she does not believe the CAO has the savvy or experience to do the job.

Jonathan Noel returned to the podium and noted that it shouldn't be up to Mr. Mercado and his staff to train. He noted people should know what to do upon being hired. He note the Board should let the Auditor's Ofiice do their jobs as it sounds like they are on the right track to improve.

Rebecca Ramirez/Former Assistant Auditor, noted it has not been easy with everything thrown at and into the Auditor's Office. She noted they were pushing through it and wanted to tell them to keep pushing on. She also suggested that the board follow up on their suggestions.

Chair Menetrey closed public comments and noted that they had heard a lot today and asked his fellow board members if they preferred to discuss it now or if it needed to come back at a different time.

Supervisor Forsythe noted there was a lot to digest. He thanked the Auditor's staff for their candor. He noted he could tell they were frustrated. He also noted the county didn't get into this situation overnight. He felt they should take this item up in the near future once every board member had a chance to digest what they heard.

Supervisor Smallcombe noted the county is a family, we are not isolated departments and the board needed to acknowledge that every county employee, especially the board has a roll in the success or failure of the County. She suggested that the board give direction to bring together the auditor's staff, the CAO and his two assistants, and the administrative analyst assigned to Oracle to look at what we can do to address the issues raised today.

Chair Menetrey noted he appreciates the Auditor's staff for what they shared, noting it casts a different light than he thought. He noted there is a lot to digest and understands things need to change.
Supervisor Toso noted she appreciates the Auditor's staff for speaking. She noted she was not aware of the situation but sees there are things they should not be doing that have been tasked to them. She noted they are doing a wonderful job and expressed the need for having a special meeting to have this discussion.

Supervisor Poe noted this is the 3rd time he has seen Mr. Mercado. He noted he observed that his employees are loyal to him. He stated he had heard from numerous sources that Mr. Mercado is a nice man. He noted he looked at things from a different perspective and noted departments need structure and leadership. He noted that to be successful; there needs to be good leadership as well as the training and resources needed. He noted he had heard from other directors that they could not complete their tasks due to not knowing if money was in accounts and whether or not bills could be paid. He expressed that he was not trying to admonish Mr. Mercado, but a leader needs to lead. He noted that for anything to be resolved, the board needs to work on it, and communication is crucial.

Dallin Kimble noted he wanted to clarify a few things. He noted that getting to this point and in public is frustrating. He noted there are policies in place that include if paperwork is not turned in timely, it allows for discipline up to termination. He noted it also allows for an individual Cal card to be taken away. He expressed that in the past, they had not been allowed to take disciplinary action. He expressed that he and his staff are trying to help and are 100% willing. He noted this was the first time he had heard some of the issues with Oracle, but he can agree. He noted there is a steering committee that the Auditor is a part of. He expressed his shared responsibility for how this has and hasn't worked. He asked the Board to consider a small group to work through these issues.

Chair Menetrey believed the full board should be a part of the conversation.

Supervisor Smallcombe noted that one of her end goals is to find how we all come together to improve a negative situation and processes to mitigate issues moving forward.

Supervisor Forsythe felt the board was taking too much of the Auditor's time and suggested a smaller group come together and bring back recommendations. He noted he felt it should be the Chair and Vice-Chair.

Board consensus on the following direction.

DIRECTION**: **Assign the Chair and Vice-Chair to meet with the County Administrative Officer, Auditor Staff, and Other Department Heads to bring recommendations back at a later date.

11:36 AM Chair Menetrey recessed for a brief break and reconvened at 11:41 AM.

2. **Administration**

Approve an Agreement with Guidehouse, Inc. to Provide Organizational and Operational Review Services in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble gave the staff report. He noted this is an opportunity to evaluate where the county can improve its structure and workflows. He noted it will be a seven-to-eight-month project. No public comment. Board discussion ensued.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

3. **Clerk of the Board**

Review and Select Board Member Representation on In-County Committees, Commissions, and Boards

11:52 PM Danielle Bondshu/Clerk of the Board, stepped away, and Katherine Slenders/Deputy Clerk of the Board II, took over as the Clerk.

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment received. Board discussion ensued.

APPOINTMENT: The Board made the following appointments.

- ***Supervisor Menetrey was appointed, and Supervisor Toso was reappointed to the Mariposa County Safety Committee for terms expiring January 9, 2025.***
- ***Supervisor Smallcombe was appointed to the Mariposa County Childcare Task Force, for a term expiring January 9, 2025.***
- ***Supervisor Poe and Miles Menetrey were reappointed to the Creative Placemaking Strategy Advisory Committee to fill unexpired terms ending February 9, 2025.***
- ***Supervisor Smallcombe was appointed to the Mariposa First Five for a term ending January 9, 2025.***
- ***Supervisor Forsythe was reappointed, and Supervisor Menetrey was appointed to the Solid Waste.***
- ***Supervisor Smallcombe and Supervisor Poe were appointed to the Americans with Disabilities Act (ADA) Citizen Advisory Committee for a term ending January 9,2027.***

RESULT: DIRECTION GIVEN

4. **Clerk of the Board**

Review and Select Board Members to Serve as 2024 Policy Area Liaisons

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued.

DIRECTION: Discontinue the choice of Policy Area Liaisons and revisit this item once the Guidehouse Study is completed.

RESULT: DIRECTION GIVEN

5. **Clerk of the Board**

Appoint Board Members as Contact Area Liaisons for 2024

Danielle Bondshu gave the staff report.

Public comment was received by Jonathan Noel requesting clarification of the item. Clarification was given by the Board. Board discussion ensued.

APPOINTMENTS: The Board took action to appoint the following:

- ***Supervisor Poe and Supervisor Smallcombe as the contact for John C. Fremont Healthcare District.***
- ***Supervisor Toso and Supervisor Wayne as the contact for Mariposa Public Utility District.***
- ***Supervisor Poe and Supervisor Forsythe as the contact for the State Mineral Museum.***
- ***Supervisor Forsythe and Supervisor Menetrey as the contact for the Chamber of Commerce***
- ***Supervisor Poe and Supervisor Smallcombe as the contact for Yosemite Gateway Partners.***
- ***Supervisor Poe and Supervisor Smallcombe as the contact for Yosemite National Park Service.***

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

6. **Clerk of the Board**

Select and Approve Board Members as 2024 Agency Representatives

Danielle Bondshu gave the staff report. No Public comment. Board discussion ensued.

APPOINTMENTS: The Board took action and made the following appointments:

- ***Supervisor Smallcombe as Representative and Supervisor Menetrey as alternate for the Area Agency on Aging;***
- ***Supervisor Smallcombe and Supervisor Forsythe as Representatives and Supervisor Toso and Supervisor Menetrey as alternates for the Calaveras-Mariposa Community Action Agency.***
- ***Supervisor Smallcombe as Representative and Supervisor Menetrey as alternate for the California***

State Association of Counties (CSAC)

- ***Supervisor Smallcombe as Representative of the California Wildfire & Forest Resilience Task Force***
- ***Supervisor Smallcombe as Representative and Supervisor Menetrey as alternate for the Central Sierra Broadband Utility Zone Consortium***
- ***Supervisor Smallcombe as Representative and Supervisor Poe as Alternate for the Central Sierra Economic Development District Committee (CSEDD).***
- ***Supervisor Smallcombe as Representative and Supervisor Poe as alternate for the Joint Powers Authority of the Central Sierra Economic Development District (CSEDD).***
- ***Supervisor Smallcombe as Representative and Supervisor Menetrey as alternate of the County Medical Services Program (CMPS)***
- ***Supervisor Smallcombe as the Representative for the Foreign Trade Zone Advisory.***
- ***Supervisor Toso as the Representative and Supervisor Forsythe for the Job Connection Mariposa Governing Board***
- ***Supervisor Poe as Representative and Supervisor Forsythe as alternate for the Mountain Counties Air Basin.***
- ***Supervisor Menetrey as Representative and Supervisor Poe as Alternate for the Mountain Valley Emergency Medical Services Agency and Regional Advisory Board (Now called Mountain Counties).***
- ***Supervisor Menetrey as Representative and Supervisor Smallcombe, Toso, Poe and Forsythe as alternatives for the National Association of Counties (NACO).***
- ***County Counsel as Representative and Assistant County Counsel for the Alternate for PRISM.***
- ***Supervisor Menetrey as Representative and Supervisor Toso for the Rual County Representative of California (RCRC).***
- ***Supervisor Menetrey as Representative and Supervisor Toso for the Golden State Connect Authority (GSCA).***
- ***Supervisor Menetrey as Representative and Supervisor Toso for the Golden State Finance Authority (GSFA).***
- ***Supervisor Menetrey as Representative for Environmental Services JPA's for the Solid Waste (RCRC).***
- ***Supervisor Menetrey as Representative for the San Joaquin Valley Regional Association of California Counties.***
- ***Supervisor Smallcombe as Representative and Supervisor Forsythe as Alternate for the Sierra Nevada Conservancy.***
- ***Supervisor Smallcombe as the Representative of the Sierra Nevada Conservancy***
- ***Supervisor Poe as Representative for the SouthWest InterFace Team (SWIFT).***
- ***Supervisor Smallcombe as the Representative and Supervisor Menetrey as the alternate for the***

Yosemite Area Regional Transportation System (YARTS)

- ***Supervisor Poe and Supervisor Toso and the Board representatives and the remaining Board members as the Alternates of the Yosemite/Mariposa County Tourism Bureau.***

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

7. **Clerk of the Board**

Set the Board's 2024 Meeting Schedule

Danielle Bondshu gave the staff report.

Public comment received by Jonathan Noel requested the offsite meetings that are proposed in the item to be held in the evening.

Board Discussion ensued.

DIRECTION: January 16th, 2024, and February 13th, 2024, will not be canceled. April 2nd, 2024, and November 19th, 2024, meetings will be canceled. All regular meetings will be held in the Board Chambers at 9:00 AM. The Board appoints the Clerks of the Board to create quarterly district special meetings, Dates, times, and topics to be decided at a later date if needed. The Board appoints the Clerk of the Board to create special meetings when requested for study sessions or town halls; dates, times, and topics are to be decided at a later date.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

K. Board Recognitions

None.

11:21 AM Katherine Slenders stepped down, and Danielle Bondshu returned as clerk.

L. Closed Session

Chair Menetrey read the closed session items. No comments were received.

1:23 PM Chair Menetrey recessed the Board and noted they would reconvene into a closed session at 2:30 PM.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Health and Human Services Agency Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

3. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Planning Director (Government Code Section 54954.5)

RESULT: CONTINUED to January 16th, 2024, at 9:00 AM or Soon Thereafter

4. **Administration**

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: WITHDRAWN

Report Out

4:37 PM Chair Menetrey reconvened and reported that during the closed session, the following took place:

- Closed Session Items 1: Information was received.
- Closed Session Item 2: Information was received.
- Closed Session Item 3: The item was continued to January 16th, 2024, at 9:00 AM or Soon thereafter
- Closed Session Item 4: Withdrawn

M. Board Information

No information.

N. Adjournment

4:38 PM adjourned in memory Margaret Enders, Patricia Arfsten, Pandora Edmonston, Sam Culpovich, and Stephen White.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-1

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Select a Member to Serve as Chair of the Board of Supervisors for the 2024 Calendar Year

---

RECOMMENDATION AND JUSTIFICATION

Select a Member to Serve as Chair of the Board of Supervisors for the 2024 Calendar Year.

California Government Code §25020 states: The members of the board of supervisors shall elect a chairman, who shall preside at all meetings of the board. If he is absent or unable to act, the members present shall select one of their numbers to act as chairman temporarily by an order entered on the board's records.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Every year, the Board selects a member to act as Chair for the upcoming year. Miles Menetrey was Chair in 2023, Rosemarie Smallcombe was Chair in 2022, Marshall Long was Chair in 2021, Kevin Cann was Chair in 2020, Miles Menetrey was Chair in 2019, and Rosemarie Smallcombe was Chair in 2018.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not select a Chair for the year, a temporary one will need to be selected each time one is needed.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-2

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Select a Member to Serve as Vice-Chair of the Board of Supervisors for the 2024 Calendar Year

---

RECOMMENDATION AND JUSTIFICATION

Select a Member to Serve as Vice-Chair of the Board of Supervisors for the 2024 Calendar Year.

California Government Code §25020.1 States: Instead of selecting a temporary chairman whenever the chairman is absent or unable to act, the members of the board of supervisors may elect a vice chairman who shall preside at all meetings of the board when the chairman is absent or unable to act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Every year, the Board selects a member to serve as Vice-Chair for the upcoming year. Wayne Forsythe was Vice-Chair in 2023, Miles Menetrey was Vice-Chair in 2022, Rosemarie Smallcombe was Vice-Chair in 2021, Marshall Long was Vice-Chair in 2020, Kevin Cann was Vice-Chair in 2019, and Miles Menetrey was Vice-Chair in 2018

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not select a Vice-Chair for the year, a temporary one will need to be selected each time one is needed. Additionally, there will be no one to fill in for the Board Chair when needed, which may impact continuity of operations.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	January 9, 2024
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Presentation of the Gavel Plaque to Supervisor Menetrey for Serving as the 2023 Board of Supervisors Chair (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Presentation of the Gavel Plaque to Supervisor Menetrey for Serving as the 2023 Board of Supervisors Chair (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board traditionally honors each retiring Chair.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board would miss the opportunity to recognize a member for their service as Board Chair.

FINANCIAL IMPACT

None

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-3

MEETING:	January 9, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer
RE:	Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. A shelter crisis declaration relaxes standards for building occupancy, limits liability and provides a legal basis for the use of certain facilities designated by the County as a shelter for the duration of the crisis.

In order to declare the shelter crisis, the County made findings at a public meeting and adopted Resolution 18-518 that (1) a significant number of persons within the county's jurisdiction are without the ability to obtain shelter; and (2) the situation has resulted in a threat to the health and safety of those persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 5, 2018, the Board of Supervisors adopted Resolution 18-518 declaring the existence of a Shelter Crisis Local Emergency in Mariposa County to allow Mariposa County to proceed with temporary homeless shelter solutions to meet the needs of our homeless community members.

Recognizing the prevalence of homelessness in California and the health and safety risks facing homeless persons, California law authorizes counties to declare a "shelter crisis" and avail themselves to attendant protections and powers. Specifically, upon declaring a "shelter crisis":

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated

powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-4

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Three-Year Sublease Agreement with the California Department of General Services (DGS) for Sierra Nevada Conservancy (SNC) to Sublet the 11th Street Office Building Space from Mariposa County in the Amount of $46,800; and Authorize the Board of Supervisors Chair to Sign the Sublease Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Three-Year Sublease Agreement with the California Department of General Services (DGS) for Sierra Nevada Conservancy (SNC) to Sublet the 11th Street Office Building Space from Mariposa County in the Amount of $46,800; and Authorize the Board of Supervisors Chair to Sign the Sublease Agreement.

The County leases the entire 4988 11th Street office building from Dianna Spear-Hooton through Classic Property Management. Previously, the County had leased only about a third of the building for its Human Resources offices and DGS/SNC had contracted directly with Ms. Spear Hooton to occupy the remainder of the building. Effective March 2023, the County began leasing the entire building, continuing space for its Human Resources offices and using the majority of the building for the essential relocation of its Technical Services group. One office in the building has continued to be reserved for SNC staff who are primarily working remotely.

The proposed sublease is for a term of thirty-six months from April 1, 2023 through March 31, 2026, and will generate a total of $46,800 in revenue. Staff recommends approval of this sublease to offset costs associated with leasing the building.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 1, 2023 the Board approved Resolution 2023-400 to ratify a three-year agreement with Dianne Spear Hooten to lease the entire 4988 11th Street office space in the amount of $177,156. That Resolution included the intent to sublease a portion back to SNC as soon as a sublease could be prepared and submitted by DGS.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not sign the sublease agreement. The Board could direct staff not to charge DGS/SNC for the space they occupy or could request that staff cancel the sublease arrangement.

FINANCIAL IMPACT

This sublease will produce at total of $46,800 in revenue over the three-year term.

ATTACHMENTS

1. DGS-SNC Lease 11th St Apr 2023-Mar 2026 - compressed

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

October 18, 2023

11/21/23

File No.: 6393-001
Project No. 11855

County of Mariposa
c/o Dalin Kimble
P.O. Box #784
Mariposa, CA 95338

Dallin,
Here's one copy for your pre-review before I send this through the COB to Ronnie Sanches and Steve Dahlem for Miles's signature.
When you're satisfied with it, please initial here and drop back on my desk.
thanks.
Lynn

Dear Lessor:

Enclosed are the original and three copies of a proposed lease for the Sierra Nevada Conservancy located at 4988 11th Street, Mariposa, CA for your signature.

If the lease meets with your approval, please:

1. Sign all copies of the lease on the signature page.
2. Initial the cover sheets of the Exhibit "A", Exhibit "B", and Exhibit "C" specifications.
3. Return the original and two copies to this office for final consideration by the State.

The third copy is for your file. After the documents have been fully executed, a copy will be sent to you.

Nope. Found out that I need to route it to Ronnie before COB since he isn't an official signer. -Jim

The State must advise you that (1) any work done prior to your receipt of a fully executed document will be done at your sole risk, and (2) any deviation from the plans and specifications must have prior approval of the Real Estate Services Division, and (3) receipt of the Std. 204, Std. 205 and payment of the ADA fee are required prior to final execution.

You are hereby notified that upon execution, this lease document will become a public record and will be subject to public inspection pursuant to The California Public Records Act. The State of California also maintains an electronic data base that will contain data from the executed lease such as lease terms and contact information. This electronic information will also be subject to public access.

We appreciate your cooperation in the timely completion of this project.

Sincerely,

Monte Morris
Real Estate Officer
279.799.4089

MM:sl

Enclosures

DGS
Department of General Services
State of California

REAL ESTATE SERVICES DIVISION

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

SUBLEASE

SUBLEASE COVERING PREMISES LOCATED AT 4988 11th Street, Mariposa, Suite 113, CA 95338
LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO. 94-6000880
TENANT AGENCY Sierra Nevada Conservancy

Lease File No.: 6393-002
Project No.: 11855

Preamble THIS LEASE, made and entered into this 31st day of July 2023, by and between

COUNTY OF MARIPOSA,
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

hereinafter called the Sublessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH

Description 1. The Sublessor hereby subleases unto the State and the State hereby hires from the Sublessor those certain premises with appurtenances situated in the City of Mariposa, County of Mariposa, State of California, and more particularly described as follows:

Approximately 1,441 net usable square feet of office space on the 1st floor consisting of 744 net usable square feet of shared space as outlined in green and 697 net usable square feet of exclusive space as outlined in red on the attached Exhibit "A" plan, together with Outline Specifications marked Exhibit "B" and Administrative Requirements marked Exhibit "C", said Exhibits "A" and "B" and "C", Project No. 11855 dated May 18, 2023, hereby being incorporated into this sublease, and including One (1) nonexclusive unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities.

Term 2. The term of this sublease shall commence on April 1, 2023, and shall end on March 31, 2026, with such rights of termination as may be hereinafter expressly set forth.

Early Termination 3. The State may terminate this lease at any time effective on or after March 31, 2024, by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective.

Rent 4. Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS ($1,250.00) from April 1, 2023, through March 31, 2024; then

ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($1,300.00) from April 1, 2024, through March 31, 2025; then

ONE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS ($1,350.00) from April 1, 2025, through March 31, 2026; and thereafter.

Rental payable hereunder for any period of time less than that for which periodic rental is payable shall be determined by prorating the rental due for the applicable period of occupancy.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor: County of Mariposa
c/o Dallin Kimble
P.O. Box 784
Mariposa, CA 95338
Phone No.: (209) 742-1230
FAX No.: ()
Email: lmattos@mariposacounty.org

To the State:
DEPARTMENT OF GENERAL SERVICES,
REAL ESTATE SERVICES DIVISION
LEASE MANAGEMENT C 6393-002
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605
Phone No. (916) 375-4172
FAX No. (916) 375-4029
Email: leasemanagement@dgs.ca.gov

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Mariposa
and mailed to: County of Mariposa
c/o Auditor
P.O. Box 729
Mariposa, CA 95338

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Completion and Compliance with Plans and Specifications

6. Lessor agrees that, prior to October 1, 2023, the leased premises will be made ready for State's occupancy in full compliance with Exhibit "A", consisting of one (1) sheet titled, "Office Quarters, Project No. 11855" dated May 18, 2023, and in accordance with Exhibit "B", consisting of twenty six (26) pages, titled, "Outline Specifications, Project No. 11855" dated May 18, 2023, and Exhibit "C" consisting of ten (10) pages titled, "Administrative Requirements Project No. 11855" dated May 18, 2023, which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

Asbestos

7. Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Materials.

Services, Utilities, and Supplies

8. Lessor, at Lessor's sole cost and expense, during the term of this lease shall furnish the following services and utilities:

A. Janitorial services, including but not limited to, regular cleaning of the office areas and restrooms, toilet supplies, and waste disposal.
B. All utilities except telephone.
C. Pest control services.

Repair and Maintenance

9. During the lease term, Lessor shall maintain the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, except in case of damages arising from the negligence of State's agents, invitees or employees.

Quiet Possession

10. The Lessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease, peaceably and quietly have, hold, and enjoy the leased premises without suit, trouble, or hindrance from the Lessor or any person claiming under Lessor.

Inspection

11. The Lessor reserves the right to enter and inspect the leased premises at reasonable times, and to make any necessary repairs to the premises. Except in emergency situations, Lessor shall give not less than forty-eight (48) hour prior notice to State tenants when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

Destruction

12. In the event the leased premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in the case of total destruction of the leased premises, immediately terminate. In the case of partial destruction or damage State may elect to terminate by giving written notice setting forth the date of termination to the Lessor within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the Lessor after such termination. In the event of any such destruction where the State remains in possession of said premises, whether for the remainder of the term or temporarily pending termination, the rental as herein provided shall be reduced by the ratio of the floor space State is precluded from occupying to the total floor space of the leased premises.

Subrogation Waived

13. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor hereby releases the State from liability for any loss or damage covered by said insurance and waives subrogation rights of the insurer.

Fair Employment Practices

14. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding State agency to implement such article.

DVBE Participation

15. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and California Certified Small Business (SM) and we encourage the Lessor to utilize DVBEs and Certified SB to fulfill its lease obligations under this lease.

Holding Over

16. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

Accessibility Compliance

17. Lessor shall be solely responsible for compliance with all applicable accessibility standards, Federal and State statutes and regulations, including the Americans with Disabilities Act, and shall ensure that the premises are fully accessible by all persons. Lessor guarantees that the premises comply with all applicable accessibility standards upon State's occupancy of

the leased premises. When an accessibility issue or concern arises, Lessor shall be responsible for upgrading or retrofitting the premises to address the accessibility issue or concern and ensure that current accessibility standards are met. Upon notice from State, Lessor shall have 30 days to begin work to address any identified accessibility issues or concerns. Lessor shall begin work and diligently pursue such work to completion within a time frame mutually agreed upon in writing by the parties. In the event Lessor fails to either begin work within the 30-day notice period or pursue such work diligently to completion within the mutually agreed time frame, State shall have the right, but not the obligation, to address the accessibility issue or concern within the Leased Premises at its cost and expense, and deduct such cost and expense from the monthly rent. Lessor shall indemnify, defend and hold State harmless from any claims or damages arising from or related to failure to comply with accessibility standards or claims or damages arising from or related to lack of access to the premises or portions thereof.

Construction-Related Accessibility Standard Compliancy Act

18~~7~~. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:

☒~~☐~~ have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

Executive Order N-6-22 – Russia Sanctions

19~~8~~. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Sublease

20. It is understood and agreed that this document is a sublease entered into with the consent of the Lessor and that in every instance wherein the word "Lessor" or "Lessee" appear hereinabove, they are intended to mean "sublessor" and "sublessee" respectively.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below

STATE OF CALIFORNIA

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

By _____
Monte Morris, Real Estate Officer
Real Estate Leasing and Planning Section

Date _____

Approved

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
Brian Hensley, Leasing Manager
Real Estate Leasing and Planning Section

Date _____

SUBLESSOR

COUNTY OF MARIPOSA

By _____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

Date _____

Approved as to form

By _____
Steven W. Dahlem, County Counsel

Date _____

EXHIBIT B – OUTLINE SPECIFICATIONS

PROJECT:	Office Quarters	PROJECT NO.:	11855
AGENCY:	Sierra Nevada Conservancy	LEASE NO.:	6393-002
LOCATION:	4988 11th Street Mariposa, CA 95338	DATE:	05.18.2023

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PLANNER: Laura Lee PHONE: 279-799-3731

EMAIL: laura.lee@dgs.ca.gov

Confirmation Statement

I/we have read this Exhibit B: Outline Specifications and understand it is incorporated into, and is part of, this lease. I/we have acknowledged each and every page by placing my/our initials on this cover sheet.

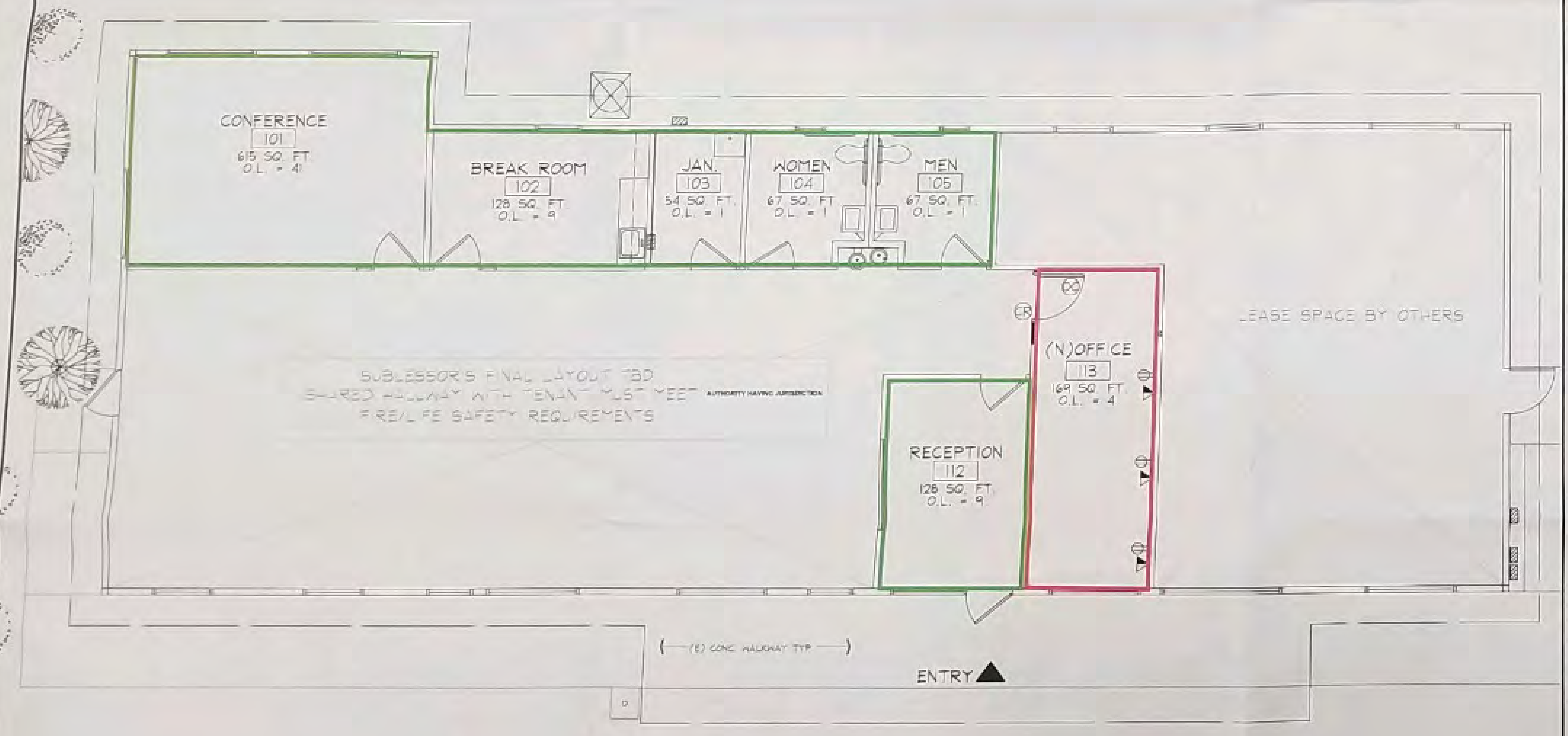
Initials_____



SITE PLAN
NOT TO SCALE

KEYNOTES

1. INSTALL (N)DOOR AND WALL(AS NEEDED) TO FILL (E)OPENING FOR THE (N)OFFICE ROOM. SEE EXHIBIT "B" SPECIFICATIONS FOR MORE INFORMATION.
2. PROVIDE AND INSTALL (N)CARD READER FOR OFFICE ROOM DOOR. CARD READER TO BE COMPATIBLE TO THE ACCESS CONTROL SYSTEM OF THE SUITE.
3. PROVIDE DUPLEX OUTLETS AND DATA PORTS AT THE LOCATIONS SHOWN ON PLANS. SEE PROJECT NOTE #8 FOR MORE INFORMATION.



LEASE AREA LINE
SHARED LEASE AREA LINE

FLOOR PLAN
1/8" = 1'-0"

PROJECT NOTES

1. COPIES OF THE LEASE EXHIBIT PLAN AND SPECIFICATIONS SHALL BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES.
2. THE SUBLESSOR SHALL DISTRIBUTE ALL LEASE EXHIBITS TO THE CONTRACTOR, ARCHITECT, ENGINEER AND ANY OTHER PROJECT TEAM MEMBER RESPONSIBLE FOR EXECUTION OF THIS PROJECT.
3. SUBLESSOR SHALL NOTIFY THE STATE REAL ESTATE LEASING AND PLANNING SECTION (RELPS) IMMEDIATELY OF ANY DISCREPANCIES BETWEEN SUBLEASE EXHIBIT AND AS-BUILT CONDITION OF BUILDING (INCLUDING EXISTING ELECTRICAL OUTLETS).
4. ALL CONDITIONED SPACE SHALL HAVE A GYPSUM WALL BOARD FINISH. EXPOSED STRUCTURAL COMPONENTS WILL NOT BE CONSIDERED FINISHED UNLESS CONCEALED WITH GYPSUM WALL BOARD.
5. WHERE THE STATE ADDS NEW SPACE TO AN EXISTING SUBLEASED PREMISE, ALL EXISTING FINISH CONDITIONS SHALL BE MODIFIED AS NECESSARY TO MATCH THE NEW SUBLEASED PREMISES.
6. NEW WALL CONSTRUCTION SHALL BE CONSISTENT WITH EXISTING BUILDING TYPE CONSTRUCTION.
7. DEMOLITION OF EXISTING PARTITIONS MAY NOT HAVE BEEN SHOWN ON THIS PLAN. SUBLESSOR SHALL COMPLETE ALL DEMOLITION REQUIRED TO CONSTRUCT THE TENANT IMPROVEMENTS AS SHOWN AND SPECIFIED. ALL ALTERATION WORK SHALL BE PATCHED, REPAIRED, OR REPLACED IN KIND UNLESS OTHERWISE NOTED. UPON COMPLETION OF THE PROJECT, THERE SHALL BE NO VISIBLE DIFFERENCES BETWEEN THE NEW WORK AND THE EXISTING CONDITIONS.
8. REPLACE ALL DAMAGED AND/OR DISCOLORED CEILING TILES WHERE EXISTING CEILING TILES ARE RE-USED. RELOCATE TILES AS NECESSARY TO PROVIDE A UNIFORM APPEARANCE IN EACH SPACE OR ROOM. WHERE EXISTING SUSPENDED CEILING GRIDS ARE USED, PATCH, REPAIR AND/OR REPLACE EXISTING COMPONENTS TO PROVIDE A LIKE-NEW APPEARANCE THROUGHOUT.
9. IT IS THE SUBLESSORS RESPONSIBILITY TO COMPLY WITH ALL CURRENT FIRE AND LIFE/PANIC SAFETY CODES AND TO DETERMINE THE REQUIRED RATING FOR ALL WALL SEPARATIONS THROUGHOUT THE TENANT LEASE SPACE AND BETWEEN ALL EXISTING AND/OR FUTURE TENANTS. ANY WALL RATINGS IDENTIFIED ON THE EXHIBIT "A" SHOULD BE CONSTRUED AS ADVISORY AND SHALL BE VERIFIED BY THE SUBLESSORS ARCHITECT PRIOR TO SUBMITTING FOR PERMITS AND TO THE LOCAL FIRE MARSHAL OR AUTHORITY HAVING JURISDICTION.
10. THE SUBLESSOR IS RESPONSIBLE TO PROVIDE A COMPLETE AND FULLY OPERATIONAL, CODE COMPLIANT SUBLEASE SPACE AS SHOWN AND DESCRIBED IN THE SUBLEASE EXHIBITS UNLESS SPECIFICALLY NOTED AS PROVIDED BY OTHERS. THIS INCLUDES BUT IS NOT LIMITED TO ALL DESIGN, ENGINEERING, CONSTRUCTION, EQUIPMENT AND MAINTENANCE.

FINISHES

11. CLEAN, REPAIR AND/OR REPLACE ALL EXISTING WINDOW COVERINGS IN THE ENTIRE STATE SUBLEASED PREMISES TO PROVIDE A NEW AND OPERATIONAL CONDITION. COLORS SHALL MATCH THROUGHOUT.

DOORS

12. WHERE AN ELECTRIC STRIKE AND REMOTE RELEASE BUTTON ARE INDICATED ON PLAN, THE DOOR HARDWARE TYPE SHALL BE CLASSROOM FUNCTION AND INCLUDE A DOOR CLOSER AND KICK PLATE.
13. ALL NEW OR EXISTING EXIT DOORS SHALL HAVE FREE EGRESS AT ALL TIMES. DOOR HARDWARE SHALL OPEN WITH SINGLE ACTION ONLY, WITH NO SPECIAL KNOWLEDGE REQUIRED. DEAD BOLT LOCKS ARE UNACCEPTABLE UNLESS RETRACTABLE WITH LEVER HANDLE.

ELECTRICAL & MECHANICAL

14. RELOCATE AND/OR ADD NEW LIGHT FIXTURES TO SUIT NEW OFFICE LAYOUT. ALL WORK SHALL CONFORM TO EXHIBIT "B" SPECIFICATION LIGHT LEVELS. REVISE EXISTING SWITCHING SYSTEM OF LIGHT FIXTURES WHERE APPLICABLE, AND PROVIDE ALL NECESSARY WIRING AND COMPONENTS.
15. RELOCATE AND/OR ADD NEW HVAC SUPPLY AND RETURN AIR REGISTERS WITH DUCTWORK TO SUIT NEW OFFICE LAYOUT. ALL WORK SHALL CONFORM TO EXHIBIT "B" SPECIFICATIONS.
16. THOROUGHLY CLEAN ALL EXISTING HVAC SUPPLY AND RETURN AIR REGISTERS OR GRILLES.
17. ELECTRICAL AS-BUILT DRAWINGS WERE NOT USED IN THE DEVELOPMENT OF THESE PLANS. SINCE THE STATE IS NOT AWARE OF THE AMOUNT OR LOCATION OF EXISTING OUTLETS, THE ELECTRICAL OUTLETS SHOWN ON THE PLAN REPRESENT THE TOTAL NUMBER REQUIRED BY THE SUBTENANT. IF EXISTING OUTLETS ARE LOCATED ON THE SAME WALL AND WITHIN 30" OF THOSE SHOWN ON THE PLAN, THEY MAY BE UTILIZED. ALL CIRCUITS SERVING EXISTING OUTLETS SHALL BE DETERMINED TO HAVE ADEQUATE CAPACITY TO PREVENT OVERLOAD.

GENERAL NOTES

1. ALL WORK PERFORMED SHALL COMPLY WITH LEASE EXHIBITS "A", "B" AND "C" DATED, 05.18.23 , AND CONFORM TO CURRENT CALIFORNIA BUILDING STANDARDS CODE (CBSC); AMERICANS WITH DISABILITY ACT (ADA) TITLE II, CALIFORNIA BUILDING CODE, STATE AND CITY FIRE MARSHAL REGULATIONS, LOCAL ZONING, BUILDING CODES ORDINANCES AND ALL OTHER APPLICABLE CODES AND REGULATIONS.
2. THE EXHIBITS "A", "B" AND "C" DO NOT STAND ALONE, AND SHALL BE READ IN THEIR ENTIRETY. IT IS THE SUBLESSOR'S SOLE RESPONSIBILITY TO ENSURE ALL LEASE EXHIBIT REQUIREMENTS ARE INCLUDED IN CONSTRUCTION COSTS.
3. IF CONSTRUCTION DOCUMENTS ARE REQUIRED FOR THIS PROJECT, THE SUBLESSOR IS REQUIRED TO SUBMIT CONSTRUCTION DOCUMENTS TO THE LOCAL FIRE MARSHAL OR AUTHORITY HAVING JURISDICTION FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
4. THESE EXHIBIT DRAWINGS ARE DESIGN DEVELOPMENT GUIDELINES ONLY. THE SUBLESSOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING ANY AND ALL REQUIRED CONSTRUCTION DOCUMENTS AND CALCULATIONS NECESSARY TO OBTAIN A BUILDING PERMIT AND TO CONSTRUCT THE IMPROVEMENTS AS SHOWN. THE INTENT OF THE SUBLEASE EXHIBITS IS TO COVER ALL ITEMS REQUIRED TO MAKE THE FACILITY COMPLETE AND OPERATIVE. SUBLESSORS ARCHITECT SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THE STATE OF ANY DISCREPANCIES PRIOR TO THE PREPARATION OF THE WORKING DRAWINGS.
5. NO CHANGES, MODIFICATIONS OR SUBSTITUTIONS SHALL BE MADE TO THE PREMISES AS SHOWN EXCEPT WITH PRIOR WRITTEN APPROVAL OF THE RELPS PLANNER.
6. ANY CHANGE ORDERS MUST BE SUBMITTED TO AND BE APPROVED BY THE RELPS PLANNER IN WRITING PRIOR TO CONSTRUCTION.
7. PRIOR TO CONSTRUCTION, WORKING DRAWINGS SHALL BE SUBMITTED TO THE STATE (RELPS) FOR REVIEW PURPOSES ONLY. THE SUBLESSOR SHALL RETAIN SOLE RESPONSIBILITY FOR CONFORMITY TO THE SUBLEASE DOCUMENTS.
8. PRIOR TO THE EXECUTION OF THE SUBLEASE, THE SUBLESSOR OR SUBLESSORS CONSULTANTS SHALL BE RESPONSIBLE FOR CONDUCTING A PRELIMINARY CODE REVIEW OF THE STATES EXHIBIT "A" PLAN WITH THE LOCAL BUILDING AUTHORITY AND LOCAL FIRE MARSHAL OR AUTHORITY HAVING JURISDICTION. THE REVIEW SHALL ESTABLISH COMPLIANCE WITH ALL CODE ITEMS AS REQUIRED BY EXHIBIT "B" OF THE SUBLEASE. IF SAID COMPLIANCE CANNOT BE MET, THE SUB LESSOR SHALL NOTIFY THE STATE SO THAT THE NECESSARY CHANGES CAN BE MADE TO EXHIBIT "A" PRIOR TO EXECUTION OF THE SUBLEASE.

ABBREVIATIONS

AB	ALUMINUM BLINDS	FD	FLOOR DRAIN	PIA	PRISON INDUSTRY AUTHORITY
ADA	AMERICANS WITH DISABILITIES ACT	FLR	FLOOR	(R)	REMOVE
AFF	ABOVE FINISHED FLR	GFI	GROUND FAULT INTERRUPTER	SDT	STATIC DISSIPATIVE TILE
BBT	BIO BASED TILE	GL	GLASS	SFM	STATE FIRE MARSHAL
CBC	CALIFORNIA BUILDING CODE	GYP BD	GYPSUM WALL BOARD	SIM	SIMILAR
CG	CORNER GUARD	HB	HOSE BIB	SPEC	SPECIFICATION
CL	CENTER LINE	HT	HEIGHT	SV	SHEET VINYL
CLG	CEILING	KP	KICK PLATE	T	TEMPERED GLASS
CLR	CLEAR	MAX	MAXIMUM	TB	TACK BOARD
CT	CERAMIC TILE	MB	MARKER BOARD	TBB	TELE/DATA BACKBOARD
CTR	COUNTER	MIN	MINIMUM	TBD	TO BE DETERMINED
CPT	CARPET	MR	MOP RACK	TYP	TYPICAL
DC	DOOR CLOSER	MSF	MODULAR SYSTEM FURNITURE	UON	UNLESS OTHERWISE NOTED
DEMO	DEMOLISH	NIC	NOT IN CONTRACT	VCT	VINYL COMPOSITION TILE
(E)	EXISTING	(N)	NEW	VP	VISION PANEL
EP	ELECTRICAL PANEL	NTS	NOT TO SCALE	WH	WATER HEATER
EQ	EQUAL	OC	ON CENTER		
EVSE	ELECTRICAL VEHICLE SUPPLY EQUIPMENT	OL	OCCUPANT LOAD		
FE	FIRE EXTINGUISHER	PLAM	PLASTIC LAMINATE		
		PLYWD	PLYWOOD		

LEGEND

EXISTING PARTITION TO REMAIN
NEW PARTITION
NEW DEMISING PARTITION - TO UNDERSIDE OF STRUCTURE
NEW SOUND PARTITION
NEW ONE-HOUR FIRE RATED PARTITION
EXISTING PARTITION TO BE REMOVED
NEW PARTIAL HEIGHT PARTITION
NEW SOLID CORE WOOD DOOR
EXISTING DOOR
(N) MODULAR SYSTEMS FURNITURE

ALL ITEMS BELOW SHALL BE NEW UON

KEYED LOCKSET
ELECTRONIC LOCKSET w/ INTEGRAL KEYPAD
PRIVACY LOCK
PUSH BUTTON FOR ELECTRIC STRIKE
ELECTRIC STRIKE
KEYPAD CONTROL FOR ELECTRIC DOOR STRIKE
CARD READER
SMOKE DETECTOR
EXIT SIGN
EXHAUST FAN
THERMOSTAT
FIRE ASSEMBLY, AUTO CLOSING, MAGNETIC HOLD-OPEN W/SMOKE DETECTORS
JUNCTION BOX IN WALL
JUNCTION BOX ABOVE CEILING
SAK SECURITY ALARM KEYPAD
PANIC BUTTON
MOTION SENSOR IN WALL(4X4) UON
MONITOR (4X4) UON
MOTION SENSOR IN CEILING
AUDIBLE ALARM
VISUAL ALARM
CAMERA
VCR VIDEO RECORDER
DOOR BELL
HS HORN / STROBE
DURESS ALARM SWITCH WALL MOUNTED
PH PANIC HARDWARE
OFFICE – SF OL=0 ROOM NAME
WIRELESS ACCESS POINT (WAP)

FLOOR WALL
DUPLEX ELECTRICAL OUTLET
DEDICATED DUPLEX ELECTRICAL OUTLET
QUADRUPLEX ELECTRICAL OUTLET
DEDICATED QUADRUPLEX ELECTRICAL OUTLET
220V. ELECTRICAL OUTLET
VOICE & DATA OUTLET w/ TERMINATION FACEPLATE
DATA OUTLET w/ TERMINATION FACEPLATE
VOICE OUTLET w/ TERMINATION FACEPLATE
LIGHT SWITCH
THREE-WAY LIGHT SWITCH
TELE-POWER POLE W/ 4 ELECTRICAL OUTLETS

BUILDING DATA

CONSTRUCTION TYPE: V-B
OCCUPANCY GROUP: B
FLOOR PLATE (SF): 2880 +/-
STORIES: 1
AUTOMATIC SPRINKLERS: N
FIRE ALARM: N
YEAR BUILT: 1978

State of California
DGS
GENERAL SERVICES
Department of General Services
Real Estate Services Division
Asset Management Branch
Real Estate Leasing & Planning Section
707 3rd Street, Suite 5-305
West Sacramento, California 95605
Main. Phone: 916 568-3800
www.dgs.ca.gov

PROJECT CONTACT: LAURA LEE
PHONE: 916-2016
LAURA.LEE@dgs.ca.gov

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NOTE TO ARCHITECTS:
THE RELPS MAKES NO CLAIM AS TO THE ACCURACY OF THE ARCHITECTURAL PORTION OF THIS DRAWING. THESE DRAWINGS ARE INTENDED AS PART OF THE STATE'S LEASE EXHIBITS ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION. THE USER OF THIS DATA SHALL TAKE FULL RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING CONDITIONS, DIMENSIONS, AND AREA SQUARE FOOTAGE CALCULATIONS.

REVISION: DATE:
REVISION: DATE:
REVISION: DATE:

LEASE PREMISES: SF
OFFICE, NUSF: 601 SF
SHARED LEASE AREA: 741 SF
SF
NET LEASED AREA: 1,441 SF
PARKING STALLS: EXCLUSIVE: NON-EXCLUSIVE: 1

Amanda Grant
RHEINA lopez

PLANNER: LL
DRAWN BY: LL
DATE: 05.18.2023
PROJECT NUMBER: 11855
LEASE FILE NUMBER: 6363-002
INITIAL STAMP:

PROJECT: OFFICE QUARTERS
AGENCY: SIERRA NEVADA CONSERVANCY
LOCATION: 4988 11th STREET MARIPOSA, CA 95338

EXHIBIT: A
SHEET NO.: 1 OF 1 SHEETS

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EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 1

DIVISION 1 – GENERAL REQUIREMENTS

1.1 SUMMARY

The Outline Specifications describe minimum standards of quality and performance for premises occupied by the State. Construction methods or materials other than those stated herein may be acceptable if, in the opinion of the State, they provide equal quality and performance.

1.2 RELATED DOCUMENTS

A. Lease
B. Exhibit "A" – Plans or Facility Design Program (written narrative)
C. Exhibit "B" – Division 3 Special Provisions:
    1. Refer to Division 3 of this specification for Special Provisions, which may amend and/or supersede Division 1 and 2 requirements.
D. Exhibit "B" – Division 4 Technical Requirements:
    1. Refer to Division 4 of this specification for Technical Requirements, which may amend or supersede Division 1 and 2 requirements.
E. Exhibit "C" – Administrative Requirements
    1. Refer to Exhibit "C" for specific requirements related to the following:
        a) Access Compliance Procedures (California Building Code/Americans with Disabilities Act)
        b) Green Building Practices

1.3 GENERAL PROVISIONS

A. Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, this shall be construed to mean the Department of General Services, Real Estate Services Division, Real Estate Leasing and Planning Section, here and after referred to as DGS.
B. The State's intent is to achieve adequate standards of quality while avoiding unnecessary alterations, so that in all cases where an existing feature is acceptable to DGS, the Lessor's obligation is only to maintain that feature as it exists.
C. The Lessor shall immediately address conflicts, omissions, or errors if discovered within the Exhibits, or any question regarding interpretation or clarification, by submitting in writing to the State a Request for Information (RFI). Responses from the State will not change any requirement of the lease exhibits unless so noted by the State in the response to the RFI. In case of conflicts between "Exhibit A" and Exhibit "B," the Exhibit "A" supersedes these specifications.
D. Lessor shall patch, repair and refinish to match, all existing surfaces disturbed by the new construction. Upon completion of the project, there shall be no visual difference between the new work and the existing conditions. No changes, modifications, or substitutions shall be made to the premises as shown, except with the prior written approval of DGS.
E. LEED Certification:
    1. When the lease contract requires LEED (Leadership in Energy and Environmental Design) certification the Lessor shall refer to the following requirements:
        a) The Lessor shall assign the DGS planner as a team member on the LEED-Online workspace.
        b) In a newly constructed building of 10,000 square feet (sf) or greater, the Lessor shall obtain Silver-level LEED certification or better from the U.S. Green Building Council (USGBC) within 12 months of project occupancy.
            i. For requirements to achieve Silver certification, Lessor must refer to the latest version of LEED at http://www.usgbc.org. At completion of LEED documentation and receipt of final certification, the Lessor must provide

DGS an electronic copy on a compact disc of all documentation submitted to USGBC. Acceptable file format is Adobe PDF saved to disc from the LEED-Online workspace and templates. In addition, a DGS or tenant representative shall have access to the LEED-Online workspace during design and through the term of the lease.

ii. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the State may assist the Lessor in implementing a corrective action program to achieve a LEED Silver certification and deduct its costs (including administrative costs) from the rent.

c) In tenant improvements of 10,000 sf or greater, the Lessor shall obtain Silver-level certification or better from USGBC within 12 months of project occupancy. The DGS planner shall be consulted during the point selection process, and selection of which points to obtain shall be decided by mutual agreement. Points related to indoor air quality and lighting are a priority to the State.

i. For requirements to achieve certification, Lessor must refer to latest version of the LEED Reference Guide at: http://www.usgbc.org. At completion of LEED documentation and receipt of final certification, the Lessor must provide DGS an electronic copy on a compact disc of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disc from the LEED-Online workspace and templates. In addition, the Lessor will provide DGS viewing access to the LEED-Online workspace during design and throughout the time of the lease.

ii. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the State may assist the Lessor in implementing a corrective action program to achieve LEED certification and deduct its costs (including administrative costs) from the rent.

d) When LEED certification is obtained, the Lessor shall provide two original LEED certificates to DGS.

F. Prevailing wage: For those projects defined as "public works" pursuant to Labor Code §1720.2, Lessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

G. Project schedule: Upon execution of the lease, Lessor shall issue to DGS a complete and detailed Critical Part Method (CPM) schedule for the project, which may be adjusted by mutual agreement as the project proceeds. The schedule shall include allowances for periods of time necessary for the installation of State-owned equipment and modular systems furniture.

H. Construction costs: Prior to construction, Lessor shall provide to the State competitive bids from at least three licensed contractors/subcontractors and shall contract with the lowest acceptable bidder. The bids shall include all charges such as (but not limited to) labor, materials, tools, equipment, fees, taxes, shipping, handling, permits, inspections, and fabrication for the work defined in the lease exhibits. The bids shall also include any architectural and engineering fees. The bids shall be itemized unit cost construction estimates developed by using the Construction Specification Institute (CSI) format, titles, and numbering system. Lump sum cost estimates are not acceptable.

I. New shell condition: The following items shall be provided by the Lessor and shall not be construed as tenant improvements:

1. Exterior window coverings
2. Capital improvements to the building's core and shell
3. Building's perimeter walls and core walls with drywall finish ready for paint
4. Fire sprinkler main loop including drops and heads

5. Electrical service at a minimum of 5 watts per square foot
6. HVAC equipment and ducting to the premises
7. Code-required toilet room facilities
8. Americans with Disabilities Act (ADA) and California Building Code (CBC) compliance work to correct all deficiencies to comply with current code.

J. Previously constructed and occupied space (second-generation condition): In addition to items in paragraph I above, Lessor shall provide the following at no cost to the State:
   1. Code-compliant ceiling
   2. Code-compliant lighting systems
   3. Any code-required exit door and frame assemblies

K. Usable area calculation: For the purpose of determining the net usable square feet, State-leased space shall be calculated as follows:
   1. Net usable office area includes all areas assigned to the State such as: offices, conference rooms, reception rooms, special use and supply rooms, hallways within the space, laboratories, private toilet rooms/showers, break rooms, auditoriums, cafeterias, and spaces exclusively used by the State. Net usable office area does not include stairwells, stacks/shafts, janitor closets, mechanical rooms, electrical rooms, code-required toilet rooms, code-required common areas, corridors and common area lobbies. Net usable office area is measured from the finished surface of the office side of the corridor and other permanent walls, the dominant surface (wall or glazing) of the exterior walls, and from the centerline of demising walls separating other building tenants.

L. Record documents: Lessor, at Lessor's sole cost and expense, shall provide the State accurate architectural drawings of the "as-is" condition of the space to be leased, including building common areas, site/parking plan, and path of travel. The drawings shall be in an electronic format to be determined by DGS. Any required re-design work cause by discrepancies with the "as-is" drawings shall be the responsibility of the Lessor.

M. Green building practices: The Lessor shall operate and maintain the leased premises in accordance with best practices to achieve energy efficiency, sustainability, improved air quality, reduced water usage and maximum recycling efforts throughout the term of the lease.
   1. New (state) building leases shall, where economically feasible, include sub-meters and provide energy use data into Energy Star's Portfolio Manager.
   2. Renegotiated state (building) leases for buildings where the State is a sole tenant shall provide energy use data into Energy Star's Portfolio Manager.
   3. New and renegotiated state building leases shall encourage landlords to participate in utility-sponsored energy conservation measures, using alternative financing.
   4. Where economically feasible, Lessors are encouraged to implement measures of the California Green Building Standards Code (CalGreen) related to indoor environmental quality for all new or renegotiated leases.
   5. The State will identify and pursue opportunities to provide electric vehicle charging stations, and accommodate future charging infrastructure demand, at employee parking facilities in new and existing buildings.
   6. All equipment and appliances provided by Lessor shall be Energy Star-labeled if Energy Star is applicable to the equipment or appliance.
   7. Wherever restroom fixtures are replaced during construction, the California Green Building Standards voluntary measures are to be met to achieve a further reduction in water usage for state-leased space (Tier 1, 30 percent reduction minimum). Lessor to implement annual irrigation system audits, including leak detection, and perform immediate repairs to minimize any water loss.
   8. Lessor to implement annual irrigation system audits, including leak detection, and perform immediate repairs to minimize any water loss.

9. New and renegotiated state leases shall, when economically feasible, include provisions for reporting water use and installation of sub-meters where appropriate.

N. Submittals: Lessor shall submit shop drawings of product data, as well as samples, to the State for review prior to construction or fabrication.

O. Material Safety Data Sheet (MSDS): Prior to construction and upon request by the State, Lessor shall provide MSDS of all products or materials used in the maintenance, repair or renovation of the premises.

1.4 CONSTRUCTION AND CODE CRITERIA

A. Construction documents: The Exhibit "A" Plan or the Exhibit "A" Facility Design Program (written narrative) are design development guidelines only. Lessor shall provide all required construction documents and calculations necessary to obtain a building permit from the local Building Department and to construct the improvements as indicated. The use of the Exhibit "A" Plan in lieu of construction documents is not acceptable to the State.

1. Prior to submitting construction documents to the local building department for plan check or permitting, Lessor shall submit said construction documents to DGS for review. Any DGS comments to the construction documents shall be construed as advisory only and shall not relieve the Lessor in any respect from full compliance with Exhibits "A," "B" and "C" or any other exhibits.
2. Lessor's architect, engineers, consultants, and contractors shall have current and valid licenses/certifications issued by the state of California.
3. During construction of building's core, shell, and/or tenant improvements, Lessor shall maintain at the project site a complete set of lease exhibits consisting of Exhibits "A," "B," "C" and any other exhibits for DGS use.

B. Fire and Life/Panic Safety: Concurrent with submission to the building department for permitting, Lessor shall submit a complete set of construction documents, including fire sprinkler plans and fire alarm plans, to the local Fire Marshal or authority having jurisdiction for plan check, permits, and inspections. No construction shall commence without approved plans.

C. Access compliance: Lessor shall ensure that all new work and existing conditions comply with the requirements of California Code of Regulations (CCR) Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). State agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Where CBC requirements conflict or differ with ADA requirements, the most stringent requirement shall take precedence. Access compliance shall apply to exterior areas such as, but not limited to, path of travel to and from public transportation and public right-of-way; parking; passenger drop-off and loading zones; walks and sidewalks; curb ramps; ramps; and all stairs. Access compliance shall also apply to interior areas such as, but not limited to, entrances and exits; lobbies; building common areas; elevators; access lifts; doors and gates; access to and through all rooms and spaces; restrooms; signs and identification; counters; waiting and seating areas; assistive listening systems; drinking fountains; alarms; and horizontal/vertical access. See Exhibit "C" for procedures.

D. Codes and ordinances: All new work and existing conditions shall comply with all current regulations, laws, and ordinances of the governmental authorities having jurisdiction, as well as the applicable editions of the following codes, including but not limited to:

1. Title 8 CCR, Industrial Relations
2. Title 17 CCR, Public Health
3. Title 19 CCR, Public Safety, State Fire Marshal Regulations
4. Title 24 CCR, Part 1-Building Standard Administrative Code
5. Title 24 CCR, Part 2-CBC, Vols. 1 & 2

6. Title 24 CCR, Part 3-California Electrical Code (CEC)
7. Title 24 CCR, Part 4 California Mechanical Code (CMC)
8. Title 24 CCR, Part 5-California Plumbing Code (CPC)
9. Title 24 CCR, Part 6 CEC
10. Title 24 CCR, Part 9-California Fire Code (CFC)
11. Title 24 CCR, Part 11 California Green Building Standards Code
12. Title 24 CCR, Part 12-California Reference Standards Code

If fire-life safety, health hazards, and/or noncompliant code conditions are discovered either before or after occupancy, then Lessor, at Lessor's sole cost and expense, shall correct the condition.

E. Building permit: Lessor shall obtain a building permit for the required construction from the local building departments, if required. In the event there is no local building department, Lessor, at Lessor's sole cost and expense, shall provide a third-party, independent Inspector of Record (IOR). The IOR shall perform periodic inspections on the work for conformance with all regulations, laws and ordinances.

F. Safety evacuation plans: Lessor shall provide safety evacuation plans of the leased premises. The safety evacuation plans shall clearly delineate evacuation routes, exits, fire extinguishers, and fire alarm pull station locations. The plans shall be a minimum of 8"x10" in size, framed and under glass or clear plastic. The plans shall be installed in all assembly occupancies including conference rooms, break rooms, reception areas, and where requested by the local Fire Marshal or authority having jurisdiction.

G. Fire extinguishers: Lessor shall provide and install fire extinguishers. Fire extinguishers shall be housed in semi-recessed cabinets and shall be located as required by CA Title 19 CCR, Public Safety. Above each fire extinguisher, per current code requirements. Lessor shall furnish and install a red triangular shaped 3-D sign with printed text "Fire Extinguisher" with an arrow pointing down. Lessor shall provide annual servicing of the fire extinguishers throughout the term of the lease.

H. Seismic performance: The State will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in:
   1. 1998 edition or subsequent editions of the California Building Code, or;
   2. 1976 edition or subsequent editions of the Uniform Building Code **and** the building does not have any one of the enumerated characteristics or conditions listed below:
      a) Unreinforced masonry elements, whether load-bearing or not, not including brick veneer.
      b) Precast, pre-stressed or post-tensioned structural or architectural elements, except piles.
      c) Flexible diaphragm (e.g., plywood) shear wall (masonry or concrete) structural system constructed pursuant to editions of the Uniform Building Code prior to the 1997 edition.
      d) Apparent additions, alterations, or repairs to the structural system made without a building permit.
      e) Constructed on a site with a slope with one or more stories partially below grade (taken as 50 percent or less) for a portion of their exterior.
      f) Soft or weak story, including wood frame structures with cripple walls, or if construction is over first-story parking.
      g) Seismic retrofit of the building, whether voluntary or mandated, whether partial or complete.
      h) Repairs following an earthquake. Welded steel moment frames (WSMF) that constitute the primary seismic force-resisting system for the building, and the structure was designed to code requirements preceding those of the 1997 edition of the Uniform Building Code, and the building site has experienced an earthquake of sufficient magnitude and site peak ground motions that inspection is required when any of the conditions of Section 3.2 of Federal Emergency

Management Agency (FEMA) 352 indicate an investigation of beam-column connections is warranted.

i) Visible signs of distress or deterioration of structural or nonstructural systems, e.g., excessively cracked and/or spalling concrete walls or foundations, wood dry rot, etc.

3. Certification of the above requirements must be provided by an independent licensed structural engineer at the Lessor's expense.
4. Lessor shall provide and install all hardware required to brace and anchor all storage cabinets, lockers, bookcases, shelving units and similar furnishings 5'-0" or more in height whether provided by State or Lessor, in accordance with seismic design requirements of the code.

I. Construction waste management:

1. Items and materials existing in the premises, or to be removed from the premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the State in this Lease. The Lessor shall submit a list of items for reuse and DGS shall make the final determination for acceptance.
2. Recycling construction waste is mandatory for initial space alterations and tenant improvements under the Lease.
3. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations that will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
4. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
   a) Ceiling grid and tile
   b) Light fixtures, including proper disposal of any transformers, ballasts and fluorescent light bulbs
   c) Duct work and HVAC equipment
   d) Wiring and electrical equipment
   e) Aluminum and/or steel doors and frames
   f) Hardware
   g) Drywall
   h) Steel studs
   i) Carpet, carpet backing, and carpet padding
   j) Wood
   k) Insulation
   l) Cardboard packaging
   m) Pallets
   n) Windows and glazing materials
   o) All miscellaneous metals
   p) All other finish and construction materials
5. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous wastes.
6. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

7. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the State. Records shall include materials recycled or landfilled; quantity; date; and identification of hazardous wastes.
8. Leftover paint and open paint cans shall be returned to drop-off locations, paint retailers, hardware stores, transfer stations and household hazardous waste facilities for reuse, recycling or proper management. Unopened cans of paint shall be left on site for the Lessor's or agency's use for touch-up painting.

1.5 SUBSTANTIAL COMPLETION AND PROJECT COMPLETION

A. Premises shall fully conform to all lease exhibits and shall be constructed in accordance with industry standards and best practices. Lessor guarantees that all mechanical, electrical, plumbing systems and other features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications for the term of this lease.

B. Substantial completion is achieved when the building core, shell, and tenant improvements as defined in these lease exhibits, including the installation of any modular systems furniture (MSF), are sufficiently completed to allow the State to lawfully and physically occupy the premises for its intended purpose. Any work required to complete any outstanding punch-list items shall not interfere with or interrupt the State's daily operation. A DGS planner will make the final determination of when substantial completion is achieved.

C. Lessor shall operate the HVAC system to provide continuous air for a minimum of 24 hours per day for seven days prior to occupancy.

D. State employees, agents, and invitees shall have ready access to the building and premises through the main building entry and lobby. Elevators, stairs and restrooms shall be operational.

E. The premises shall be free of all construction debris and thoroughly cleaned. Lessor shall touch up and restore damaged or defaced painted surfaces throughout the premises subsequent to installation of State's furnishing and equipment. All painting shall be coordinated with a DGS planner.

F. Upon project completion, Lessor shall obtain final approvals from the authorities having jurisdiction and all punch-list items shall have been completed, and reinspected by the State. Lessor shall submit to the State the following completed documents, if applicable, with all appropriate signatures.
   1. Building permit
   2. Building inspection card
   3. Certificate of occupancy
   4. Fire Department approvals
   5. CBC/ADA Access Compliance Fee Calculation-Exhibit "C" Form E
   6. Verified Report-Exhibit "C" Form G
   7. LEED Certification-when applicable
   8. Air balance report
   9. Operation manuals and training for equipment such as (but not limited to) intrusion alarm system, video conferencing equipment, and appliances.

1.6 INDOOR AIR QUALITY

A. Lessor shall implement mandatory measures and relevant and feasible voluntary measures of the CalGreen, Part 11, in new buildings and when performing alterations, modifications and maintenance.

B. Maintenance staff shall use cleaning products that are low emitting; that meet Green Seal (GS) Standard GS-37; and that use non-chemical methods where feasible.

C. Maintenance staff shall follow the Carpet and Rug Institute's Carpet Maintenance Guidelines for Commercial Applications.

D. Lessors shall, when feasible, use filters with a minimum efficiency reporting value (MERV) rating of no less than 13. Existing HVAC systems incapable of accommodating a 13 MERV rating shall use the highest MERV rating that their fan(s) can accommodate.
E. All HVAC systems above 2,000 cubic feet per minute (cfm) shall be equipped with outdoor airflow measuring stations and be connected to a building energy management system, which shall be programmed to provide audible and visible alarms. For additional HVAC requirements see Division 2.

1.7 HAZARDOUS MATERIALS

A. Lessor warrants and guarantees that the premises leased to the State will be operated and maintained free of hazard from asbestos, lead, mold, and PCBs.
   1. The areas include:
      a) Premises leased to the State and air plenums in the same HVAC zone.
      b) Common public areas which state employees or their invitees would normally and/or reasonably use.
      c) Building maintenance areas, utility spaces, and elevator shafts within or servicing areas described in items (a) and (b) above.
   2. Lessor shall be responsible for all costs associated with the abatement of hazardous materials including (but not limited to) the following: cleanup of contaminated State-leased space, State-owned equipment, furnishings and materials and all required monitoring reports. Copies of all air monitoring reports shall be furnished to the State.
   3. The State-leased space shall be maintained at or below the permissible exposure levels for all substances regulated under Title 8 California Code of Regulations Section 5155. If it is determined by the State that the tenant must be relocated to prevent exposure above the permissible level, the Lessor shall provide comparable accommodating space at no cost to the State. In addition, the Lessor shall pay for all costs associated with this move including (but not limited) to: administrative, furniture, communications contracts and equipment costs.
   4. In the event that after written notice is provided by the State, the Lessor fails, refuses, or neglects to diligently pursue abatement of any hazardous material, the State may affect such abatement. The State may deduct all reasonable costs of such abatement of hazardous materials from the rent.
   5. The Lessor shall indemnify, defend, and hold the state of California, its officers, and employees harmless from and against any and all losses, damages, judgments, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of hazardous materials within the State-leased space or the building in which the leased premises are located.

B. Asbestos:
   1. For buildings constructed prior to January 1, 1979, the Lessor shall provide the State with a current written asbestos survey of the areas listed in Section 1.6. A.1. An independent California Division of Occupational Safety and Health (CalOSHA) Certified Asbestos Consultant shall complete the survey.
   2. For buildings constructed after December 31,1978, and prior to any tenant improvements or major repairs, the Lessor and Lessor's construction contractor are responsible for sampling any suspected asbestos-containing material (ACM) to be disturbed during the project. Where ACM is suspected to be present, the Lessor shall provide the State with a written asbestos survey covering all materials to be disturbed during the project; the survey shall be performed by an independent Lessor-contracted consultant.

3. Where ACM or suspect ACM has been identified by survey, the Lessor shall provide the State with a copy of a written Operations and Maintenance (O&M) plan. This O&M plan must be effective in minimizing damage or disturbance of any ACM or suspect ACM and provide for quick repairs of the same.
4. If damaged ACM or suspect ACM is found, or the physical condition of ACM indicates possible fiber release, a response action in accordance with the approved O&M plan shall be conducted. The approved O&M plan shall include provisions for air sampling by an independent Certified Industrial Hygienist during and at the completion of all response actions. Analysis of air samples shall be conducted utilizing Transmission Electron Microscopy (TEM). The standard for reoccupancy of an affected area shall be concentrations at or below 70 asbestos structures per millimeter squared (structures/mm^2).
5. Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code. Any abatement work shall be performed by a licensed contractor with asbestos certification (ASB). The State reserves the right to establish consultant oversight of any asbestos-related work program at its expense.
6. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of hazard from ACM, as required under the provisions of this lease, the State may, by notice in writing, terminate this lease. Lessor shall be liable to the State for all expenses, losses and damages reasonably incurred by the State as a result of such termination, including (but not limited to) additional rental necessary to pay for an available, similar replacement facility. This rental shall extend over the period of what would have been the remaining balance of the lease term plus any option periods, costs or any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing, and telephone equipment.

C. Lead material:
   1. Any material suspected of containing lead within the areas listed in Paragraph "A" shall be tested and identified through sampling by an independent California Department of Public Health (CDPH) Certified Lead-Related Construction Inspector/Assessor.
   2. In the event lead removal is required, Lessor shall provide an independent CDPH Certified Lead-Related Construction Inspector/Assessor to inspect the quality of work for compliance with applicable regulations; perform air monitoring; perform a final clearance visual inspection; conduct wet wipe sampling/lab analysis; and ensure proper handling and/or disposal of hazardous waste.

D. Mold:
   1. The Lessor shall operate and maintain the leased premises to be free of hazard from mold.
   2. If mold is detected within the State-leased space, an immediate response action in accordance with industry standard practices shall be undertaken by the Lessor. The Lessor shall contract for the services of an independent CalOSHA/Certified Industrial Hygienist to determine the appropriate response action.
   3. Lessor shall be responsible for all costs associated with any hazard response action.

E. Underground Storage Tanks (UST):
   1. Lessor shall comply with the requirements of the California Health and Safety Code, Section 25280-25299.8 (Underground Storage Tanks).

END OF DIVISION 1

EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 2

DIVISION 2 – DESIGN REQUIREMENTS

For items that are shown with strikethrough (~~strikethrough~~) please refer to Division 3 – Special Provisions for amendments to the requirements.

2.1 FLOOR CONSTRUCTION AND FINISHES

A. Concrete floor:
   1. Concrete floor construction is the standard for comparison. Floor of another material may be acceptable provided its use does not produce or transmit sound or vibration to a greater degree than a 4" reinforced concrete slab.
      a) Lessor shall provide certification that the concrete slab is level and does not exceed a variance of ¼ inch in 10 feet from a true flat plane.
      b) Where slab is out of compliance, leveling shall be achieved using a high-strength concrete topping compound, i.e., Mapei, Ardex, Inc., K-500, Hacker Ind., Firm Fill 4010, Maxxon, Level-Right, or approved equal material.
   2. Concrete floors in janitor closets, mechanical, and/or electrical utility rooms shall be cleaned and treated with epoxy coating. Office areas throughout shall have carpet or other floor covering with 4" high cove base, unless noted otherwise. Floors in toilet rooms shall be of nonabsorbent material impervious to moisture, such as ceramic tile or approved equal, with minimum 4" high cove base. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as selected or approved by State.
   3. Prior to the installation of any finish floor material, Lessor shall perform a quantitative moisture test on the concrete slab. The test shall be administered in accordance with the flooring material manufacturer's written guidelines or recommendations. In the event the moisture content exceeds the flooring material manufacturer's recommendation, the Lessor, at Lessor's sole cost and expense, shall provide and install a waterproofing sealer as recommended by the flooring material manufacturer.
   4. Exposed concrete floors are not acceptable in toilet rooms, locker rooms or shower rooms.

B. Carpet flooring – General:
   1. Lessor shall provide and install carpet and cove base where shown in Exhibit "A." All carpet shall comply with American National Standards Institute (ANSI) NSF 140-2007 Platinum level.
      a) When requested by DGS, Lessor shall submit carpet samples to DGS for selection. The samples shall be from a minimum of three different manufacturers and consist of a variety of patterns, textures, colors and styles.
      b) Carpet shall have random graphic pattern loop non-generic branded, 6 or 6.6 nylon face yarn with inherent static control.
      c) Broadloom loop pile carpet shall have inherent static control capability to assure a maximum 3.5 KV rating at 20 percent relative humidity and 70° F as measured by American Association of Textile Chemists and Colorists (AATCC) Test Method 134.
      d) Carpet shall be installed according to manufacturer's guidelines. The carpet shall be securely attached; have a firm cushion, pad or backing; and be of level loop, textured loop, level-cut pile, or level-cut/uncut pile texture. The maximum pile height shall be ½ inch.
      e) The carpet backing shall have a minimum 10-year guarantee against tuft pull and zippering, and surface wear shall not be more than 10 percent within 10 years.
      f) Carpet adhesives shall be non-toxic, low-odor, solvent-free, and shall not produce toxic vapors or contain carcinogenic materials.

g) Carpet shall meet federal, state and local flammability standards.
h) Carpet shall be installed in accordance with the Carpet and Rug Institute (CRI) Carpet Installation Standard. The installation shall be guaranteed against bubbling, wrinkling, stretching/shrinking, opening seams, or other evidence of poor materials and workmanship for a period of two years following installation. This guarantee shall cover normal wear and tear and note deficiencies occurring as a result of damage, negligence and/or alterations. The materials shall be guaranteed against wear, delamination, tuft bind and be lightfast for a period of 10 years. The material shall remain colorfast as a result of atmospheric contaminants for a period of five years after installation.
i) Lessor shall maintain the carpet according to manufacturer's guidelines.

C. Broadloom carpet requirements:
1. Density: 6000 minimum; heavy commercial use.
2. Density: 36x finished pile weight divided by pile height.
3. Tuft bind for broadloom shall be minimum 6 lbs., ASTM D 1335-98, Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 10 years.
4. Face yarn weight: Minimum 22 oz./sq. yd.
5. Minimum of 10 lbs. backing delamination test, ASTM D 3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
6. Minimum rating of 7 anti-stain tests; AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
7. Lessor shall provide 2 percent of product overage, including accent carpet, up to a maximum of 100 sq. yards from the same dye lot for future repairs.

D. Carpet tile requirements:
1. Density: 5000 minimum; heavy commercial use.
2. Tuft bind strength shall be minimum 5 lbs., ASTM D 1335-98: Standard Test Method for Tuft Bind (edge ravel) of Pile Yarn Floor Coverings, tested wet or dry. Warranty edge ravel for 10 years.
a) Face yarn weight: Minimum 16 oz./sq. yd.
b) Minimum of 10 lbs. backing delamination test, per ASTM D 3936-05 Standard Test Method for Resistance to Delamination of the Secondary Backing of Pile Yarn Floor Covering.
c) Minimum rating of 7 anti-stain tests, per AATCC Test Method 175-2008 Stain Resistance Pile Floor Coverings.
d) Lessor shall provide 2 percent of product overage, including accent carpet, up to a maximum of 100 sq. yards from the same dye lot for future repairs.

E. Ceramic tile flooring requirements:
1. Ceramic tile flooring shall have a coefficient of friction of at least 0.6 per ASTM C 1028 (0.8 percent on sloped surfaces steeper than 6 percent). Unless otherwise noted by DGS, provide slip-resistant floor tile with matching wall tile base, and include all inner and outer corner and trim pieces. All adhesives, mastics, and grouts shall be non-toxic and low in volatile organic compound (VOC) emissions and shall be as recommended by the ceramic tile manufacturer. All grout shall be sealed and maintained according to manufacturer's guidelines.

F. Resilient flooring requirements:
1. Resilient flooring shall meet ASTM F 1066, FS SS-T-312B, Type IV, Composition 1, Class 2, 12" x 12" having uniform thickness of 1/8" with square true edges of manufacturer's standard color and pattern as selected. Product shall comply with all regulations controlling the use of VOCs. Provide one carton (40 pieces) of additional matching floor tile.

2. Resilient flooring shall have a coefficient of friction of at least 0.6 per ASTM D 2047. It shall be installed in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100 percent solvent-free adhesive.

G. Rubber base requirements:
   1. Lessor shall provide and install cove wall base at all carpet and resilient floor finish areas. Wall base shall be extruded rubber cove, 1/8" thick x 4" high complying with ASTM F-1861. The color shall be selected by DGS.

2.2 EXTERIOR WALLS

A. Exterior walls, including door and window assemblies, shall be weatherproof. All cracks that allow outside air to penetrate the building's envelope shall be sealed.
B. Exterior walls shall be insulated to comply with CCR Title 24.

2.3 INTERIOR WALLS, PARTITIONS AND VESTIBULES

A. Walls and partitions shall be ceiling height unless otherwise noted in Exhibit "A" or Division 3 'Special Provisions.' Subject to code limitations, those indicated as new partitions may be wood or metal stud with plaster or gypsum wallboard or other construction of equal sound transmission coefficient (STC). Provide a minimum STC 32. Demising walls separating State premises and other building tenants shall extend to the underside of structure above and shall be constructed to achieve an STC 50.
B. Walls of equipment rooms, toilet rooms, conference rooms, hearing rooms, quiet rooms, training rooms, interview rooms, employee break rooms, and where otherwise indicated in Exhibit "A," shall be insulated to prevent transmission of sound or vibration. Wall construction shall achieve a minimum rating of STC 50 as set forth in ASTM E 90.
C. Furnish and install insulation batts above the finished ceiling on each side of the wall for the entire length of the wall.
D. Moisture-resistant wainscot of wall tile or other DGS-approved material shall be installed to all plumbing fixture walls and adjacent walls in the toilet rooms. Wall tile shall be a minimum of 4"x 4" glazed ceramic tile unless otherwise noted in Exhibit A. Wainscot shall extend a minimum of 4'-0" above finished floor, unless noted otherwise.
E. Glazed openings in office partitions shall be set in metal frame assemblies and comply with Consumer Product Safety Commission impact-safety standards.

2.4 ROOF AND INSULATION

A. Roof shall be weather tight and provided with a suitable drainage system that will effectively dispose of roof water without interfering with the use of premises.
B. Roof shall be insulated such that the heat transfer values from roof to occupied areas comply with CCR Title 24.

2.5 CEILINGS

A. Ceilings of office areas including reception, private offices, open office areas, corridors, and office storage areas shall have suspended "T" bar systems with acoustical lay-in tiles or other approved material with equivalent acoustical qualities. Ceiling heights shall be a minimum of 9'-0" and a maximum of 12'-0" unless otherwise approved by DGS.
B. Where existing "T" bar system with acoustical lay-in tiles are reused, Lessor shall modify ceiling system as necessary to comply with all seismic safety regulations. "T" bar system and ceiling tiles shall be free of all dirt, dust, stains, and damage. Where replacement tiles are installed, all tiles shall be arranged as necessary to provide a uniform appearance in each enclosed space.
C. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is preapproved by the State:
   1. Restrooms and evidence board rooms: Plastered or spackled and taped gypsum board.

2. Offices, conference rooms and open office: Mineral and acoustical tile or lay-in panels with textured or patterned surface and regular edges or an equivalent preapproved by the State. Tiles or panels shall contain a minimum of 30 percent recycled content.

2.6 DOORS

A. All interior doors shall be solid-core flush wood doors with wood veneer suitable for stain or paint finish. Doors shall be a minimum dimension of 3'-0" x 6'-8" x 1-3/4".
B. Doors shall be manufactured per Window & Door Manufacturers Association (WDMA) and Architectural Woodwork Standards (AWS).
C. The formaldehyde emission level of all new doors shall not exceed 20 parts per million.
D. Glass vision panels in interior doors and sidelights shall be minimum 1/4" clear tempered glass set in metal frame assemblies. Fire protective glass assemblies shall be provided where required by code.
E. Fire-rated door and frame assemblies shall be installed where noted in Exhibit "A" or as required by code. Doors and frames shall bear Underwriters Laboratory (UL) label for required fire-resistive rating.
F. Doors separating conditioned and non-conditioned space shall have weather stripping to effectively limit air infiltration. Adhesive foam-type or felt weather stripping is not acceptable.
G. Where indicated on plans, or required by code, a roll-down steel fire shutter bearing a UL 3/4 hour, "C" label shall be provided. Emergency operation shall be by smoke detectors with adjustable time delay, initially set at 45 seconds.
H. Where existing door and frame assemblies are reused, Lessor shall patch, repair, adjust, and refinish the assemblies to provide a new-looking appearance.

2.7 DOOR HARDWARE

A. Lessor shall provide and install door hardware and related items including keying of locksets necessary for a complete installation and operation of doors.
B. All hardware shall be CBC/ADA access compliant, heavy-duty commercial quality equal to Schlage, Von Duprin or Falcon.
C. Door hardware shall include (but is not limited to): cylindrical lock and latch sets, door butt hinges, doorstops, push plates, door pulls, closers, and exit devices.
D. Hinges for exterior outswing doors shall have non-removable pins.
E. Doorstops shall be provided and installed wherever an opened door or any item of hardware thereon would strike a wall, column, equipment, or other parts of building construction. Doorstops shall be floor-mounted.
F. Lessor shall key all keyed locksets as directed by tenant agency and shall provide a minimum of three keys for each lock.
G. Metal thresholds and weather strips shall be provided to all exterior doors. Thresholds shall have non-slip abrasive finish.
H. Adjustable door closers shall be provided on entrance doors, toilet room doors, vestibule doors, doors with access-control hardware, and where shown on plans, and required by code.
I. Metal kick plates that are 10" high shall be provided and installed on the push side of all doors equipped with door closers.

2.8 MILLWORK

A. Lessor shall provide and install new millwork as shown and where indicated in Exhibit "A."
B. All millwork shall be manufactured and installed in accordance with the AWS' latest edition for custom grades. Prior to fabrication, Lessor shall submit to DGS shop drawings of all new millwork.

C. Cabinets shall be of sizes and types as indicated in the Exhibit "A." Base cabinets shall have one row of drawers and one adjustable shelf below with concealed hinged doors, unless noted otherwise. Lessor shall provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors, unless noted otherwise.
D. Counter tops shall be finished with plastic laminate or solid surface material. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall be fully formed and have a no-drip edge, and coved splash joint. All counter tops shall have a back and side splash unless otherwise noted. Sinks shall have a sanitary metal rim or be a self-rim stainless steel sink. Other materials may be submitted to the State for approval.
E. Shelving units shall be a minimum of 3/4" thick white melamine, per AWS. Cover exposed edges with plastic laminate or hardwood edge bound.
F. Face of millwork shall be high-pressure decorative plastic laminate. NEMA LD-3 grades as required by AWS.
G. Lessor shall provide cabinet hardware such as (but not limited to): concealed hinges, pulls, catches, shelf rests, standards and brackets, and drawer slides. All hardware shall comply with ANSI A 156.9-01 and Builders Hardware Manufacturers Association.
H. All millwork shall be installed in accordance with all seismic safety requirements of the code.
I. Base cabinets containing sinks shall be CBC/ADA access compliant. Unless otherwise noted, Lessor shall provide cabinet doors with attached toe kicks with rubber base to conceal clear space below.

2.9 GYPSUM BOARD FINISH/PAINTING/WALL COVERING/SEALANTS

A. Gypsum board finish shall be a smooth, blemish-free, level 4 finish and free of tool marks and ridges. Heavily textured wall surfaces are not acceptable.
B. Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI, antimony and their oxides. All architectural paints and coatings shall comply with VOC limits of the California Green Standards Code unless more stringent local limits apply.
C. All wall texture and paint colors shall be selected and/or approved by DGS.
D. New surfaces:
   1. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of premium quality latex, eggshell paint. Flat paint is not acceptable.
   2. Break rooms, toilet rooms, and janitorial closets shall be painted with semi-gloss enamel paint.
   3. Paint-grade doors and trim shall be latex semi-gloss enamel paint.
   4. Stained or natural finish wood shall be finished with sealer and two coats lacquer. They shall be finished using non-toxic, water-based urethanes or similar environmentally sensitive products.
E. Existing surfaces:
   1. Interior walls and plaster or gypsum board ceilings shall be finished in latex eggshell paint.
   2. Heavy textured walls shall be sanded smooth and prepared for a new paint finish.
   3. Existing wall coverings shall be removed (unless otherwise noted), wall surface shall be prepared, and receive a new paint finish.
   4. Doors and frames shall be refinished to provide a new-looking appearance.
   5. HVAC registers and grilles shall be in a newly painted condition. In the event the registers are in poor condition; registers shall be replaced by the Lessor.
   6. Stained or natural finished wood shall be refinished with sealer and lacquer.

7. Metal toilet stall partitions shall be repainted using electrostatic paint process.

F. Where alteration work occurs, new painted surfaces shall extend to the natural break.

G. Where wall covering is specified, the product shall be "breathable" to prevent mold and bacteria development. All adhesives (including but not limited to adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the VOC content limit specified in CalGreen Sections 4.504.2.1-4.504.2.4 and 5.504.4.1-5.504.4.3.

H. Interior sealants shall not contain mercury, butyl rubber, neoprene, styrene butadiene rubber (SBR), nitride, aromatic solvents (organic solvent with a benzene ring in its molecular structure), fibrous talc or asbestos, formaldehyde, halogenated solvents, lead, cadmium, hexavalent chromium, or their components.

2.10 BUILDING SPECIALTIES

A. Toilet room partitions and accessories: In addition to any code-required toilet room accessories, Lessor shall furnish, install, maintain, and replenish where appropriate, the following accessories:
   1. Coin-operated sanitary napkin dispenser (one per women's toilet room)
   2. Folding utility shelf and coat hook (one per toilet stall)
   3. Mirror with metal frame assembly (one per lavatory, two or more lavatories may have one continuous mirror)
   4. Paper towel dispensers (one per every two lavatories)
   5. Sanitary napkin waste receptacle (one per women's toilet stall)
   6. Soap dispensers (one per lavatory)
   7. Toilet paper dispenser, continuous toilet-paper flow, capable of holding two rolls (one per toilet stall)
   8. Toilet seat-cover dispenser (one per toilet stall)
   9. Trash receptacles (one per toilet room)

B. All accessories shall be constructed of stainless steel and exposed surfaces shall have satin finish.

C. Toilet room partitions:
   1. New toilet stall partitions shall match building standard.
   2. Lessor shall furnish and install privacy screens at all urinal locations – screens shall match toilet partitions.

D. Paper towel and soap dispensers:
   1. Where sinks and lavatories are provided for State's exclusive use, Lessor shall provide, install, and replenish paper towel and soap dispensers. Dispensers shall be constructed of stainless steel and exposed surfaces shall have satin finish. Locations shall include but are not limited to: break rooms, coffee bars, labs, work area, etc.

E. Window treatment:
   1. Lessor shall provide and install horizontal or vertical window blinds or other DGS-approved device for privacy to all windows and interior glazed openings, including interior door sidelights.
   2. At sun-exposed areas, Lessor shall provide and install solar screens, reflective glass coatings, reflective glass panes, or other State- and Lessor-approved device for sun control.

F. Knox Box:
   1. Where State occupies an entire building, Lessor shall furnish and install a Knox Box near building entrance as directed by Fire Department.

G. Signage:
   1. Lessor shall provide and install room identification signage for all rooms.
   2. Lessor shall verify signage content, room number designation, and submit mockups of signage types to DGS for review and approval prior to fabrication.

3. All signage located within the State's premises shall be tactile identification signage with raised letters and raised numbers between 5/8" and 2" high with a width-to-height ratio of between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. Letters shall be raised 1/32" above the background, sans-serif uppercase characters. Signage shall be installed per current code. Signage for all private offices shall have a clear 3"-4" high x 6" wide x 1/16" thick non-glare lens slide-out.
   a) Characters and background of signage shall be eggshell, matte, or other non-glare finish.
   b) Characters shall contrast with their background.
4. Grade 2 California braille dots shall be raised 1/40" above the background. Braille shall be 1/10th inch on center within each cell and 2/10th inch between cells. Braille dots shall be domed or rounded.
5. In addition to room identification signage, Lessor shall provide and install tactile exit signs and tactile exit route signs.
6. Where signs are mounted on glass, such as but not limited to sidelights, furnish and install a blank of equal material, width, height, and background color to the opposite side of said glass.
7. State of California identification:
   a) On or near the suite entrance door, the words "STATE OF CALIFORNIA" shall be installed, and shall indicate the name of the State tenant/department/agency and suite numbers and shall include braille and tactile text and numbering.
   b) Signage shall be building standard and subject to approval by the State. Painted or pressure-sensitive vinyl letters are not acceptable. Provide agency identification in the building directory, where available.
8. Lessor shall provide "maximum occupancy" signage on the wall above or near the entry door for all conference, meeting, lunch, auditorium and assembly rooms.
9. Exterior signs (applicable only if building is totally occupied by the State): Lessor shall provide and install exterior signs. Letters shall be of cast aluminum alloy, bronze, black anodized finish or dimensional plastic. Submit samples to DGS for approval. The words "STATE OF CALIFORNIA" and the name of the occupying department, and street address shall be in scale with the building elevation.
   a) Lessor shall be solely responsible for any additional permits and fees.

H. Assistive listening devices:
   1. Lessor shall provide an assistive listening device system for all meeting, conference, quiet, assembly, and gathering rooms. The system shall comply with all accessibility requirements.
      a) Occupant load less than 50:
         One portable system per floor can be shared between rooms with occupant loads less than 50. The system shall be designed to accommodate the largest room size that is being shared. The portable, wireless FM-based system shall include high output acoustic headset(s) such as the Centrum Motiva PFM 360 (or current model) with disposable ear plugs, neck-loop(s), conference microphones and a lockable charger/accessory carry case large enough to hold all equipment. The system shall be hearing aid compatible. Lessor shall provide signage at reception area indicating that the device is available.
      b) Occupant load of 50 or more:
         Rooms with more than a 50-person occupant load and fixed seating must have a fixed assistive listing device system for 4 percent of the total number of seats in these rooms, but not less than two seats. Lessor shall provide signage inside each room and in the common hallway and/or corridor indicating that the device is available.

I. Modular systems furniture (MSF):

1. The State may elect to furnish and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel-supported work surfaces, files, components, and access raceways.
2. Where the State elects to install MSF as described above, Lessor, at Lessor's sole cost and expense, shall perform the following:
   a) Obtain any required permits from the local jurisdiction.
   b) Provide electrical engineering and installation of all wiring systems and components as necessary or required from the building's electrical system to the MSF for a complete and fully operational system.
   c) Provide a minimum of four 20-amp circuits to each base feed and/or power pole feed. Each base feed or power pole shall serve a maximum of four workstations.
   d) Coordinate electrical junction box locations with State-furnished MSF plans. See Division 3 Special Provisions for MSF wiring diagram.
   e) Install voice and data communication cabling from the data communication closet to the final point of termination at the MSF panel.
   f) Cut and assemble the supplied power pole to the appropriate length, insert pole into top trim of panel, align the pole true and plumb, seismically brace pole, cutting the correct size hole in the ceiling tile, routing the electrical and data conduit through the pole, and installing the ceiling escutcheon plate to complete the pole installation.
   g) Coordinate the installation of new wall-mounted equipment to prevent interference with the MSF, such as electrical panels, lighting control switching, thermostats, and fire extinguisher cabinets.
   h) Relocate any existing wall-mounted equipment as required to accommodate MSF.
   i) State or its representative shall provide MSF layout drawing(s) to Lessor for use in the preparation of construction documents unless otherwise noted.
   j) State shall complete all procurement procedures for purchase of MSF unless otherwise noted.
   k) In the event that the Lessor fails to complete the required construction, improvements, and/or alterations prior to the scheduled MSF delivery date, Lessor, at Lessor's sole cost and expense, shall be responsible for all additional shipping, handling, and storage fees, including any "overtime" labor costs.
   l) Where the State utilizes MSF, and the existing floor coverings are to be replaced as defined in the lease exhibits, Lessor, at Lessor's sole cost and expense, shall lift the existing MSF and disconnect as necessary all power, voice, and data cabling. The MSF shall be lifted using an MSF lift system as recommended by the MSF manufacturer. Upon completion of the installation of floor coverings, Lessor shall reconnect all power, voice, and data cabling and lower the MSF into place. Lessor shall realign and adjust the MSF to its original location and condition. Prior to lifting or moving the MSF, Lessor shall perform an inspection with State representatives and contractor to observe and document the condition of the MSF. In the event the MSF is damaged during the performance of any tenant improvement work, Lessor, at Lessor's sole cost and expense, shall repair and/or replace the MSF with approved equal product. MSF manufacturer's authorized installers shall perform all repair work.

J. Flagpoles:
   1. Where State is the sole or major tenant of the building (occupying more than 50 percent of the available space), the United States flag and California state flag shall be prominently displayed upon or in front of the building or grounds in conformance with all flag displaying protocols and etiquettes.
      a) Lessor shall furnish and install the flagpole and flags.
      b) Freestanding flagpole shall extend 30' above grade.

c) Flagpoles mounted to building shall extend 14' above building parapet.
d) Flagpoles shall be equipped with lockable halyard box.
e) Flagpole and halyard shall be CBC/ADA access compliant.
f) Flags shall be in scale with building and flagpole.
g) Lessor shall provide automatic lighting for nighttime illumination.

2.11 LANDSCAPING

Where State is the sole tenant of the building:

A. Landscape management practices shall prevent pollution by:
   1. Employing practices which avoid or minimize the need for fertilizers and pesticides.
   2. Prohibiting the use of 2.4-Dichlorophenoxyacetic Acid (2.4-D), herbicide and organophosphates.
   3. Composting/recycling all yard waste.
B. The Lessor shall use landscaping products with recycled content as required by EPA.
C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped with plants that are native or of low water use and are non-invasive to the area.
D. Lessor should design landscape to survive a drought with reclaimed water whenever possible. Lessor shall maintain and design landscape to:
   1. Protect high priority landscape elements, such as trees.
   2. Protect all slopes from erosion.
   3. Convert conventional spray heads or rotors to drip and/or low-precipitation rate nozzles.
   4. Minimum three-inch layer of mulch applied on all exposed soil surfaces or planting areas.
E. During a declared drought, Lessor shall water low-priority landscapes only to the extent required to control dust and erosion. Trees in lawn areas that provide shade to buildings are high priority. Lessor shall add drip irrigation around the drip line of the tree, or water slowly and deeply with a trickling hose. Lawns should not be fertilized.
F. Installation of irrigation sub-meters, flow meters, master valves and smart irrigation controllers are recommended. Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m.

2.12 PLUMBING

A. Lessor shall furnish and install plumbing fixtures in quantity and type as shown in Exhibit "A" and as required by code. Where State occupies multiple floors, Lessor shall provide accessible toilet rooms on each floor. Lessor shall provide one or more drinking fountains within close proximity to office quarters or as indicated on plan. Drinking fountains shall be CBC/ADA access compliant.
B. For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the State occupies the full floor):
   1. Water closets must conform to U.S. Environmental Protection Agency (EPA) WaterSense, or fixtures with equivalent flush volumes must be utilized.
   2. Urinals must conform to EPA WaterSense, or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
   3. Faucets must conform to EPA WaterSense, or fixtures with equivalent flow rates must be utilized.
C. Lessor shall provide hot and cold water at each lavatory and sink. Domestic water heaters shall be located not more than 25 feet from furthest point of use unless a hot water recirculation or other temperature maintenance system is provided. Water heaters shall initially deliver water at 110° F.

D. Where new toilet rooms, locker rooms with showers and shower rooms are provided and where shown on plans, Lessor shall provide floor drains.
E. Domestic water supply systems shall be constructed with copper piping and tubing. Soldered connections on water supply lines shall use ASTM B 32, Tin Antimony solder. Lead solder is not permitted.

2.13 HEATING, VENTILATING AND AIR CONDITIONING

A. Lessor shall provide a climate control system consisting of a fully automatic heating, ventilating, and air conditioning system capable of providing conditioned air continuously during occupied hours to the premises.
   1. The HVAC system shall be designed and capable of maintaining the following temperatures in all occupied areas:

Design Criteria		Operating Criteria	
Winter:	76° F	Winter:	68° F
Summer:	72° F	Summer:	78° F

B. Lessor shall provide and install thermostats with automatic changeover from heating to cooling. Thermostats shall have dead-band with adjustable range where no heating or cooling is activated. The temperature range of the thermostats shall be minimum 55° F to 85° F. Thermostats shall be cleaned, calibrated, and initially adjusted to 68° F maximum for heating and 78° F minimum for cooling. Thermostats shall be located within each zone. In multi-tenant buildings, thermostats shall not be shared with other building tenants.
C. Lessor shall furnish and install lockable, tamperproof covers to all thermostats within the leased premises.
D. Lessor shall furnish and install a dedicated air conditioning system with separate thermostats for the computer room, telecommunication room, server room, and other similar spaces. The system shall be capable of providing conditioned air 24 hours per day, seven days a week. The operating temperature shall comply with the telecommunication equipment manufacturer specifications.
E. Lessor shall submit detailed heating and cooling calculations, Title 24 compliance information, equipment selection data, and "as-built" mechanical drawings to DGS upon request.
F. The cooling load for conference rooms, quiet rooms, hearing rooms, public lobbies, waiting rooms, and employee break rooms shall be based on occupancy of 15 square feet per person. Cooling load for all other areas shall be based on occupancy of 100 square feet per person.
G. Systems shall be zoned for each building exposure and for interior zones where appropriate. Each zone shall be of a size and shape to ensure even air distribution and temperature control throughout the leased premises. Each conference room, quiet room, hearing room, public lobby, waiting room, and employee break room shall be zoned separately.
H. In multi-tenant buildings, HVAC zones shall not be shared with other building tenants.
I. All fan systems supplying 2,000 cfm and above shall be equipped with an economizer system that will use outdoor air up to 100 percent of fan capacity for cooling of the premises. Operation of the economizer cycle shall be controlled by outside dry bulb air temperature.
J. All lunch rooms and break rooms with microwave ovens or other food-heating appliances shall include a general exhaust fan.
K. Toilet rooms shall be provided with a mechanical exhaust system providing a minimum of 15 air changes per hour. Replacement air shall be supplied directly or indirectly from the building system. Individual supply ducts or sound-lined transfer ducts are acceptable. Each exhaust fan shall be interlocked with the associated HVAC unit supply fan serving the room. Exhaust air shall be ducted to the building exterior.

L. Ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA) low-velocity or high-velocity duct construction standards. Ductwork shall be concealed or aesthetically compatible with the architectural design of the interior space. Individual supply and return air outlets and ductwork shall be provided in each enclosed area. Undercutting of doors, door grilles, or jumper ducts is not acceptable. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the State.
M. Air distribution system shall be equipped with air volume controls and shall be capable of draftless operation at an acceptable noise level while handling the design flow of air. The acceptable noise level shall comply with ASHRAE Handbook - HVAC Applications.
N. The complete HVAC system shall be checked, adjusted, and balanced. The air balance report shall be submitted to the State upon project completion.
O. Lessor shall provide vibration isolation supports for all mechanical equipment, piping, and ductwork to prevent transmission of vibration to building structure.
P. Where the heating design of outdoor temperature is below 35° F, Lessor shall provide one winter night setback thermostat for each HVAC system. The thermostat shall cycle the heating system to maintain 55° F.
Q. Lessor shall provide automatic-control time clocks (7-day-programmable) or energy management systems (microprocessors) to allow the shutoff and startup of the HVAC equipment according to the State's occupancy schedule. State shall determine maximum daily hours of operation. Lessor shall provide one-hour bypass timers for each HVAC system for after-hours operation.
R. Indirect evaporative cooling, desiccant dehumidification, and passive solar design measures are acceptable when approved by DGS.

2.14 ENERGY AND ELECTRICAL

A. Energy efficiency and conservation
   1. Reporting Requirement Where the State is the sole tenant:
B. General electrical requirements:
   1. Lessor shall provide electrical engineering and installation of all transformers, main switchboard, subpanels, branch circuits, wiring devices, electrical switching, energy management systems, lighting, receptacles, and control equipment for HVAC systems.
   2. Service and metering equipment shall be in accordance with utility company requirements. An Electrical Arc-Flash Hazard Analysis and Short-Circuit and Protective Device Coordination Study shall be performed based on the available fault current from the utility system and contribution from the facilities' motors. Electrical equipment warning labels shall be provided based upon the available arc hazard energy at each piece of electrical equipment. Labels shall comply with the requirements of the California Electrical Code and NFPA 70E.
   3. Where electrical service panels are installed to provide service to State premises, Lessor shall provide and install panels with a minimum of 20 percent more circuit capacity than the Lessor's calculated load total.
   4. The electrical panels serving the State's premises shall be accessible from the building core or from within the State's quarters. The location of the panels shall be coordinated and approved by DGS prior to installation.
   5. All appliances and all energy-consuming devices shall be Energy Star certified by the U.S. EPA.
C. Power requirements:
   1. Duplex convenience outlets shall be 20A, 125V, three-wire grounding type provided in quantities indicated on the Exhibit "A." Lessor shall provide a minimum of two convenience outlets in each private office.

2. Electrical/data/telephone outlet heights:
   a) Existing receptacles may remain at 12" above finished floor. New receptacles shall be installed at 15" above finished floor or as noted on plans.
3. Lessor shall furnish and install all special use outlets, dedicated circuits, and isolated ground convenience outlets for copy machines, electronic communications equipment, and where noted on plan.
   a) Dedicated circuits shall have individual ungrounded circuit conductors from each device to panel board circuit breaker and individual grounded circuit conductors from each device to the neutral bus located in the panel board. Equipment grounding conductors shall be connected to the grounding electrode system through a ground bus located in the panel board.

D. General lighting requirements:
1. Lighting design guidelines:
   a) Lighting shall comply with the design guidelines of the current edition of the IESNA Lighting Handbook.
2. Where existing light fixtures are reused, Lessor shall modify fixtures as necessary to comply with all seismic guidelines. Lessor shall thoroughly clean fixture housings, lamps, and fixture lenses. All lenses shall be free of damage and discoloration. There shall be no visual discrepancy between existing lamp color temperature and new lamp color temperature in each enclosed space. Lessor shall replace incandescent lamp fixtures with new high efficiency lamp fixtures where applicable.
3. Premises shall have sufficient light fixtures properly spaced and be capable of providing the recommended levels of illumination indicated in the following table.
   a) Minimum lighting levels:

AREA:	FOOTCANDLES:
Work surfaces (includes task lighting)	40
Work area ambient lighting	40
Telecommunications rooms and closets	30
Special purpose area(s)	30
Repair garage	50
Hallways, aisles, corridors	25
Conference/meeting rooms	40
Incandescent lighting	10 – 30
Drafting areas	40
High density filing areas	40
Document processing area/room	30
Circulation space around work areas	30
Building entries	25
Restrooms	40
Waiting and lounge areas	15
Coffee counters	30
Lunch rooms/break rooms	30
Warehouse	10

4. Minimum requirements for new or replacement linear fluorescent lighting systems:
   a) Minimum Color Rendering Index (CRI) of 70
   b) Option of common Color Temperature lamps (CCT) (3000° K through 4100° K)
   c) Minimum power factor of 90 percent
   d) Minimum system efficacy of 90 lumens per watt
   e) High frequency electronic ballast
   f) Maximum Total Harmonic Distortion (THD) of 20 percent
   g) Minimum lamp life of 20,000 hours
5. Minimum requirements for compact fluorescent lighting systems:

a) Minimum Color Rendering Index (CRI) of 75 percent
b) Option of common Color Temperature lamps (CCT) (2700° K through 4100° K)
c) Minimum power factor of 90 percent
d) Minimum system efficacy of 60 lumens per watt
e) Electronic ballast
f) Maximum Total Harmonic Distortion (THD) of 20 percent
g) Minimum lamp life of 10,000 hours

6. Minimum requirements for LED lighting systems
   a) Minimum Color Rendering Index (CRI) of 80
   b) Option of common Color Temperature lamps (CCT) (3000° K through 4100° K)
   c) Minimum power factor of 90 percent
   d) Minimum system efficacy of 90 lumens per watt
   e) Internal LED Driver
   f) Lamps capable of being dimmed from 100 percent to 0 percent of maximum lighting output
   g) Minimum lamp life of 50,000 hours
7. Pairs of one-lamp or three-lamp recessed fluorescent luminaries and continuous mounted fluorescents that are (1) on the same switch control, (2) in the same area, (3) within 10 feet of each other in accessible ceiling spaces; and (4) do not use electronic ballasts, shall be tandem wired and shall not use single lamp ballasts.
8. Where required, lighting panel switches, including exterior lighting, shall have a two-schedule, programmable, seven-day with holiday setting, battery-backup time clock. Time clock operation shall have manual override with a two-hour bypass. Override shall be accessible to the tenant.
9. Where exterior illumination is required, Lessor shall provide and install exterior solid-state luminaires that are designed for and exclusively use LED lamp technology. Luminaires shall include integrated controls and the required Backlight, Uplight, and Glare (BUG) ratings based on the Lighting Zone the luminaires are in for accent light and outdoor building security lighting. All building entrances shall be illuminated.

E. Communication equipment requirements:
   1. Lessor shall provide and install all conduits and telephone service cabling from the building's main point of entry to the tenant agency's Telecommunication closet.
   2. Lessor shall furnish and install telephone terminal backboard. Backboard shall be 4' x 8' x ¾" thick, fire-retardant plywood, and painted per code to match adjacent surfaces.
   3. Lessor shall furnish and install termination blocks, cable management hardware, and terminate and label all cables at both ends.
   4. Lessor shall provide and install all components as required by the telephone service provider's requirements.
   5. Unless otherwise noted, Lessor shall furnish and install a complete structured cabling system from the tenant agency's telecommunication closet to the final point of termination. Lessor shall provide all components such as (but not limited to): cabling, cable labels, cable trays, cable management hardware, patch panels, cross connects, patch cords, faceplate, jacks, wall outlets and MSF workstation outlets, as necessary or required for a complete and operational system.
   6. Lessor shall provide and install all conduit and outlet boxes with pull-wire.
   7. The system shall be tested pursuant to and meet ANSI/TIA/EIA standards.
   8. BICSI Certified cabling installers shall perform all work, and shall comply with all ANSI/TIA/EIA cabling standards.
   9. The system shall comply with the requirements of the tenant agency's specifications.

10. The State shall not be required to remove any communication equipment and/or cabling described herein either during the lease term or upon termination of this lease.

2.15 PARKING AND PAVING

A. Parking areas and access from the public way shall be paved. Each parking stall shall have individual, unobstructed access. All stalls shall be marked with 4" wide painted stripes using white traffic-grade paint. Traffic areas shall have appropriate painted directional arrows and any other graphics noted on Exhibit "A." Lessor shall furnish and install appropriate signage as required by local jurisdiction.
   1. In the event that the State requests exclusive and/or secure parking all spaces shall be full size parking stalls.

B. Pavement at existing parking areas shall be free of holes, patches, divots or badly weathered surface conditions. If new material is used, the existing asphalt shall be ground and used for fill in the parking area.

END OF DIVISION 2

DIVISION 3 – SPECIAL PROVISIONS

The following Special Provisions supplement the requirements specified in Divisions 1 and 2. Where Division 3 requirements conflict with Divisions 1 and 2, Division 3 supersedes those requirements.

There are NO SPECIAL PROVISIONS for this Project.

END OF DIVISION 3

DIVISION 4 – TECHNICAL REQUIREMENTS

The following Technical Requirements supplement the requirements specified in Divisions 1 and 2. Where Division 4 requirements conflict with Divisions 1 and 2; Division 4 supersedes those requirements.

There are NO TECHNICAL REQUIREMENTS for this Project.

END OF DIVISION 4

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

PROJECT:	Office Quarters	PROJECT NO.:	11855
AGENCY:	Sierra Nevada Conservancy	LEASE NO.:	6393-002
LOCATION:	4988 11th Street Mariposa, CA 95338	DATE:	05.18.2023

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PLANNER: Laura Lee PHONE: 279-799-3731

EMAIL: laura.lee@dgs.ca.gov

Confirmation Statement

I/we have read this Exhibit 'C' Administrative Requirements and understand it is incorporated into, and is part of, this lease. I/we have acknowledged each and every page by placing my/our initials on this cover sheet.

Initials _____

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

DIVISION 1 – AUTHORITY AND POLICY REQUIREMENTS

1.1 GENERAL

A. The State of California and its governing agencies have mandated that the Department of General Services (DGS), Real Estate Services Division (RESD) adhere to all regulations, policies and state statutes for all state agencies leasing private sector building space.

B. This Exhibit 'C' document is a binding part of the lease document and shall function with Exhibits 'A' and 'B'.

C. The forms contained in Division 4 are for the Lessor's reference. A separate Lessor's forms packet will be provided by RESD for the Lessor's use. The forms contained in the "Lessor's Packet" are to be used by the Lessor to accomplish the processes required by this document.

D. Federal Americans with Disabilities Act (ADA) and California Building Code (Title 24) accessibility requirements are combined and noted hereafter as **CBC/ADA**.

E. Abbreviations: State Fire Marshal (SFM), Division of the State Architect (DSA), Real Estate Services Division (RESD).

1.2 FIRE MARSHAL OR AUTHORITY HAVING JURISDICTION

A. SB85 authorizes the governing body of a city, county, or city and county fire department to provide fire protection services and enforce building standards relating to fire and life/panic safety. This authority encompasses plan review, permits and construction inspections of State leased facilities. The State Fire Marshal retains authority over build to suit projects.

B. For projects with no alterations (a change, addition or modification in construction, change in occupancy or use, or repair to an existing building or facility. Including, but not limited to remodeling, renovation, rehabilitation, reconstruction, rearrangement in the plan configuration of walls and full-height partitions), the Lessor is not required to submit construction documents to the Fire Marshal or Authority having jurisdiction.

C. Per CBC 111.1: No building or structure shall be used or occupied until the building official has issued a certificate of occupancy.

1.3 ACCESS COMPLIANCE AUTHORITY

A. California law incorporates the Americans with Disabilities Act requirements. California Government Code provides that buildings shall be made accessible to, and usable by, persons with disabilities, whether they are leased, rented, contracted, sublet, or hired by any municipal, county, or State divisions of government, or special district. California Building Standards Code defines that all State facilities shall meet the federal Architectural Barriers Acts.

B. These statutes, in addition to the California Building Code, Title 24, generate the need for a standard process to ensure access compliance with respect to State leased facilities.

C. The Division of the State Architect (DSA) is charged with the responsibility of ensuring compliance with the above standards.

D. If at any time during the Design, Construction Document Review, or Construction Inspection processes, a conflict arises between the State and local authorities, the Lessor/architect will compile all pertinent information and present the situation to the RESD Space Planner.

E. The DSA has delegated a component of the access compliance responsibility to RESD for leased facilities. Conforming to DSA delegation, RESD is requiring the Lessor to ensure compliance by utilizing one of the two procedures defined in this document. Refer to Division 3 (below) for specific requirements and procedures.

F. Public right- of- way access is required for all State leased facilities. If the existing conditions do not meet the required codes and regulations, the design professional (Lessor's architect) must demonstrate and document a diligent effort to request that the authority (having control) over the public right- of- way, makes the necessary modifications to secure right-of-way access. All correspondence shall be documented and provided to the RESD Space Planner for the project file.

End of Division 1

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

DIVISION 2 – PERMITTING AND CONSTRUCTION PROCEDURE

2.1 RESD LEASE EXHIBIT 'A'

Prior to the lease execution, the RESD Space Planner is responsible for the development and submittal of the lease Exhibit 'A' space plan(s) to the client agency for review and approval. The approved Exhibit 'A' plan(s) will reflect the design concept for the proposed lease within the configuration of the existing building shell. If RESD elects to use a narrative Facilities Design Program (FDP) in place of the Space Plan, the Lessor's architect shall develop the design concept and schematic plans for approval by the State.

2.2 CONSTRUCTION DRAWINGS

The Exhibit 'A' Plan or the Exhibit 'A' FDP are design development guidelines only. Lessor, at Lessor's sole cost and expense, shall provide all required construction documents and calculations necessary to obtain a building permit from the local Building Department and the Fire Marshal or Authority having jurisdiction. The use of Exhibit 'A' Plan in lieu of construction documents is not acceptable to the State.

2.3 PLAN REVIEW AND APPROVAL

The Lessor's architect is required to submit the construction documents to the Local Fire Marshal or authority having jurisdiction for plan review and approval prior to construction. All specific technical elements of the construction such as fire alarm and smoke detection systems, fire sprinklers, construction details of fire assemblies, etc. shall be included with the construction documents.

End of Division 2

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

3.1 GENERAL

A. In cases where the lessor is in agreement to use the lease paragraph titled "Accessibility Compliance", then full compliance with current accessible building codes and the Americans with Disabilities Act (ADA) is the responsibility of the lessor, therefore, requirements listed in the remainder of this division would not apply to this lease.

B. To comply with the accessibility requirements and ensure that the facility has complied with all accessibility codes and regulations, the Lessor is required to complete one of the two processes defined below. In each case the RESD Space Planner will remain the primary contact. The facilities are categorized according to size as either Group I or Group II projects. Each category has specific requirements as defined. Group I projects are submitted to RESD and Group II facilities are submitted to DSA for plan review and approval. The Lessor is required to follow the procedure of the applicable process and is responsible for the associated costs.

3.2 FEE REQUIREMENT

A. The Lessor is required to submit the project fee to RESD for Group I or directly to the DSA regional office for Group II facilities. The RESD Space Planner will calculate the required fee using the CBC/ADA Access Compliance Fee Calculation Form E (attached) and include this in the Exhibit C lease document.

3.3 DETERMINATION OF FACILITY GROUP

A. The group is determined by the category and the size of the State's net usable leased area. The respective administrative process is defined in the following Sections 3.3 (Group I) and 3.4 (Group II). The Group Types are defined below:

GROUP I:

Building Type:	**Net Usable Square Footage:**
Existing Office Buildings	Less than 100,000 square feet
Existing Warehouse Buildings	Less than 500,000 square feet
Any Building to be Constructed	Less than 30,000 square feet

GROUP II:

Building Type:	**Net Usable Square Footage:**
Existing Office Buildings with Alterations	100,000 sq. ft. or greater
Existing Warehouse Buildings with Alterations	500,000 sq. ft. or greater
Any Building to be Constructed	30,000 sq. ft. or greater

Note: Certain Group I projects, at the discretion of the State, may be determined compatible with Group II process regardless of the building size. The RESD Space Planner shall inform the Lessor which process applies to this particular project during lease negotiations.

3.4 GROUP I FACILITY PROCEDURE

For Group I facilities the Lessor's architect is required to complete the requirements outlined in paragraphs A through E below:

A. Accessibility Survey: The Lessor must have an accessibility survey completed prior to the finalization and approval of the construction documents. The survey must be completed using the DGS' Accessibility Checklist for State-Leased Buildings and Facilities. The following consultants are acceptable:

   1. DSA certified accessibility consultants trained for Leased facilities or Certified Access Specialist (CASp) https://www.apps2.dgs.ca.gov/DSA/casp/casp_certified_list.aspx
   2. ICC Accessibility Inspector/Plans Examiner https://www.iccsafe.org/search-for-certified-professionals/
   3. Architect licensed in the State of California

B. The consultant will survey the facility and site per CCR Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). State agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Access compliance shall apply to exterior areas such as but not limited to path of travel to and from public transportation and public right-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, and all stairs. Access compliance shall also apply to interior areas such as but not limited to entrances and exits, lobbies, building common areas, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting, seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal/vertical access. Consultants will observe and record all deficiencies, as well as provide solutions needed to bring facility into compliance with sufficient detail to allow Lessor or his/her agent to develop a cost estimate for proposed barrier removal. Should all areas mentioned above not be fully constructed, consultants shall review the construction documents in addition to the physical evaluation.

C. Fee Payment: The Lessor shall prepare a check payable to the Dept. of General Services, Real Estate Services Division. Lessor shall enclose a copy of the CBC/ADA Access Compliance Fee Calculation Form E (attached) as prepared by the RESD Space Planner, along with payment and mail to DGS, RESD (Include the project number on the check to RESD).

D. Construction Documents: The Lessor's Architect will incorporate all items defined in the accessibility survey into the construction documents. The Lessor shall submit the completed drawings to RESD for review.

E. Verified Report: Following the completion of construction, the Lessor's architect is responsible for verifying that the items outlined in the accessibility survey and incorporated into the construction documents have been completed. The Verified Report Form G (attached) shall be signed by the Lessor's architect. The architect shall forward the signed Verified Report to RESD Space Planner prior to the final inspection that will be performed by RESD. The project will not be accepted for occupancy prior to receipt of this document.

End of Group I Procedure

3.5 GROUP II FACILITY PROCEDURE

The Lessor is required to submit plans and specifications to the **Division of the State Architect (DSA)** for access compliance review and approval. Although the formal process for access compliance plan review and approval is processed through DSA, the DGS RESD Space Planner will continue as the project manager. The Lessor's architect shall inform RESD of the status of plan review/approval from DSA.

For Group II facilities the Lessor's architect is required to complete the requirements outlined in paragraphs A through E below:

Note: See Section 3.4.A. (Group I Facility Procedure) for parameters of survey.

A. Construction Drawings and Specifications: The Lessor is required to retain an architect licensed in the State of California to design and develop plans and specifications in accordance with the lease exhibits and applicable codes and regulations. The Lessor's architect will incorporate all items defined in the accessibility survey into the construction documents. The architect is required to stamp and sign the construction documents.

B. Fee Payment: In accordance with the calculation of fees per the CBC/ADA Access Compliance Fee Calculation Form E (attached), the Lessor shall prepare a check payable to the Division of the State Architect. This check along with a copy of the CBC/ADA Access Compliance Fee Calculation Form E shall be forwarded directly to the appropriate regional DSA office in the submittal package.

C. Submittal Package: The submittals shall be sent to the appropriate DSA regional office. The state is divided into four regions, San Francisco Bay Area, Sacramento, Los Angeles and San Diego. The DSA regional office that will review this project can be confirmed by calling DSA at (916) 445-8100. The submittal package must be complete before the DSA accepts the project for review. Proceed to the DSA website using the link below for instructions on this process:

   https://www.dgs.ca.gov/DSA/Services/Page-Content/Division-of-the-State-Architect-Services-List/Start-Construction-Project-by-Submitting-Plans-for-Review

   Upon receipt of the submittal package, a DSA application number is assigned to the project for tracking purposes. A preliminary review of your submittal is performed within a few days. Plan review is scheduled after DSA verifies that a complete submittal package has been received. The Lessor's architect shall verify the estimated time for this project review with DSA at submittal. The architect shall make the necessary adjustments to the overall project schedule accordingly.

D. DSA Plan Approval: Once approval has been granted by DSA, the Lessor is required to construct the project in compliance with the plans, specifications and lease exhibits. The Lessor shall provide a copy of DSA's letter of approval to the RESD Space Planner. Construction shall not commence until this process has been completed.

E. Verified Report: Following completion of construction, the Lessor's architect shall visit the site to verify that the building and site are in compliance with the DSA approved plans and specifications. The Verified Report Form G (attached) shall be completed and signed by the Lessor's architect. The architect shall forward the Verified Report to RESD Space Planner prior to the final construction inspection by RESD. The project will not be accepted for occupancy prior to receipt of this document.

End of Group II Procedure

End of Division 3

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

DIVISION 4 – REFERENCE FORMS

ACCESS COMPLIANCE FEE CALCULATION – FORM E

RELPS Planner: Laura Lee Date: May 12, 2023

Agency: Sierra Nevada Conservancy

Address: 4988 11th Street, Mariposa, CA 95338

Project Number: 11855 Project Name: SNC Mariposa 11855

For GROUP I Facilities Send to:
Dept. of General Services
Real Estate Services Division
Asset Management Branch
707 3rd Street, Suite 5-305
West Sacramento, CA 95605

For Group II Facilities Send to:
DSA Regional Office
See DSA website for office locations:
https://www.dgs.ca.gov/DSA/contact

Project Type		Project Size (net usable s.f.)		Project Value (PV)
☐	Existing Warehouse Buildings		$20/sf	$ -
☐	Existing Office Buildings		$50/sf	$ -
☐	New Construction		$150/sf	$ -

GROUP I (Under $5,000,000)	Project Value	Multiplier	Fee
PV X 0.2% of 1st $500,000 =	$ -	0.002	$ -
Remainder of PV x 0.1% =	$ -	0.001	$ -
Remainder between 2M and 5M x .01%	$ -	0.0001	$ -
Calculated total =			$ -
x 10% (QA or $200 Minimum) = Total Fee			$ -

GROUP II (Over $5,000,000)	Project Value	Multiplier	Fee
PV x 0.5% of 1st $500,000	$ -	0.005	$ -
PV between 500,000 and 2M x .25%	$ -	0.0025	$ -
PV over 2M x .1%	$ -	0.001	$ -
Calculated total -			$ -
Total Fee			$ -

Total Lessor Fee Obligation:	$ -

DIVISION 4 – REFERENCE FORMS

DVBE PROGRAM CERTIFICATION SHEET – FORM F

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE
PROGRAM CERTIFICATION SHEET

Lessor must complete and sign to certify if DVBE Participation was or was not obtained

LEASE AMOUNT/DVBE CERTIFICATION Project No.: 11855

I hereby certify that the Lease Contract Amount, as defined below, is in the amount of

$_____ of which $_____ was awarded to a certified

DVBE firm resulting in_____% DVBE participation. I understand that the Lease Contract

Amount is the total dollar figure against which the DVBE participation will be evaluated.

Lessor: _____ Date: _____

Lessor's Signature: _____ Printed Name: _____

DEFINITION: Lease contract amount is the total amount of lease costs expended by the Lessor over the firm term of the lease which are attributable to expenditures by the lessor to make the leased property sufficient for state occupancy. This typically includes, but is not necessarily limited to, tenant improvements, extraordinary maintenance, and janitorial services specified in the lease. In the case of a build-to-suit facility, the total of the construction and off-site development costs, as well as architectural and engineering costs, would be included.

DIVISION 4 – REFERNCE FORMS

STATE LEASED BUILDINGS AND FACILITIES VERIFIED REPORT – FORM G

The Architect having general responsible charge of the work of construction on the plans and specifications, is responsible for the submission of this report to the Department of General Services / Real Estate Services Division (DGS/RESD) Planner prior to the state tenant taking occupancy.

RESD Project Info:	Agency: Sierra Nevada Conservancy	RESD Project # 11855
	Project Type (Scope of Work): New Space 48	Date: May 12, 2023
	RESD Planner: Laura Lee	Phone: 279-799-3731

Facility Info:	Building Name:	Hours of Operation:
	Address:	Suite:
	City:	Zip:
	Lessor Contact:	Phone:

Contractor:	Company Name:	License #:	Phone:

This report includes all construction work through the date of: _____ month _____ day _____ year

Exterior Work	% Compliant	Interior Work	% Compliant
Parking & Accessible Stalls		Accessible Main Entrance	
Walks & Sidewalks		Doors & Gates	
Curb Ramps		Information / Reception Counter	
Stairways		Elevators / Ramps / Lifts	
Ramps & Landings		Sanitary Facilities / Sinks / Drinking Fountains	
Accessible Main Entrance		Stairwells / Exits	
Wayfinding & Signage		Conference / Meeting / Assembly Rooms	
		Wayfinding & Signage	
		Fire Alarms	
		Total Project Percentage	

***All items required to be 100% compliant unless Hardship approved by Authorized Jurisdiction or Mitigation Plan outlined in lease.**

List work and percentage to be completed (attach additional pages as necessary):

I declare under penalty of perjury that I have read the above report and know the contents thereof; that all of the above statements are true and that I know of my own personal knowledge that the work during the period covered by the report has been performed and materials used and installed, and in every material respect are in compliance with the duly approved plans and specifications therefore.

Architect:	Signature:	Date:
	Name:	Architect #:
	Company / Firm:	Phone:
	Address:	

Submit completed forms to the location indicated below:

Department of General Services
Real Estate Services Division
Attn: Laura Lee
707 3rd Street, Suite 5-305
West Sacramento, CA 95605

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-5

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify a Letter of Support for the Mariposa County Resource Conservation District (2023 Chair Menetrey)

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for the Mariposa County Resource Conservation District (2023 Chair Menetrey)

This action would ratify the signature of the Board of Supervisors Chair on a Letter of Support for the Mariposa Resource Conservation District application for the Southern Sierra All Lands Restoration and Recovery, Phase IV (SSARR) to the California Department of Forestry and Fire Protection, which was submitted by the Fire Safe Council.

This letter was submitted to the Department of Forestry and Fire Protection on December 22, 2023

The Southern Sierra All Lands Restoration and Recovery, Phase IV (SSARR) Project falls under the Safe Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 23-062

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Ratify Letter of suport - Forest Health Grant Application 1-9-24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

December 20th, 2023

Department of Forestry and Fire Protection
Attn: Grants Management Unit
P.O. Box 944246
Sacramento, CA 94244-2460

RE: Forest Health Grant Application 58152144

Mariposa County SSARR, Phase IV, Large Scale Fuels Reduction

Dear Grant Manager,

The Mariposa County Board of Supervisors is pleased to support the Mariposa County Resource Conservation District application for the Southern Sierra All Lands Restoration and Recovery, Phase IV (SSARR). This project is part of a larger collaborative effort to restore forest health and improved disaster resilience to California's forests and upper watersheds. It will also protect the iconic Mariposa Grove of Giant Sequoias that has already been impacted by drought, wind events, and wildfire.

This project builds on previous work funded by CAL FIRE and other agencies and is vital to reducing the threat of high intensity wildfire. Fuels reduction and biomass removal and utilization provide for more resilient and sustained forests to ensure future existence of forests in California while also mitigating climate change, protecting communities from fire risk, strengthening rural economies, and improving California's water and air. This in turn protects public health, safety, and preserves the cornerstone of our local economy which is tourism to our national park and national forests.

This project meets the objectives of the Climate Change Initiative program for CAL FIRE, as well as accomplishing vital work to restore and protect some of the most important forest lands and headwaters in the State of California. This project is an excellent example of protecting and preserving local resources in a collaborative way that provides multiple benefits.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-6

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify a Letter of Support for the Lushmeadows Ladder Fuels Project, Phase 2 (2023 Chair Menetrey)

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for the Lushmeadows Ladder Fuels Project, Phase 2 (2023 Chair Menetrey)

This action would ratify the signature of the Board of Supervisors Chair on a Letter of Support for the Lushmeadows Ladder Fuels Project, Phase 2 Grant Application to the California Department of Forestry and Fire Protection which was submitted by the Fire Safe Council.

This letter was submitted to the Department of Forestry and Fire Protection on January 2nd, 2024.

The Lushmeadows Ladder Fuels Project, Phase 2 (SSARR) falls under the Safe Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 23-062

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Ratify Letter of suport - Lushmeadows Ladder Fuels Project 2 1-9-23**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
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P. O. Box 784
Mariposa, CA 95338
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(800) 736-1252
www.mariposacounty.org/board

California Department of Forestry and Fire Protection
Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

January 2, 2024

Re: Letter of Support for 23-WP-MMU 59040644 – Lushmeadows Ladder Fuels Project, Phase 2

To Whom It May Concern,

The Mariposa County Board of Supervisors supports 23-WP-MMU-59040644 for the Lushmeadows Ladder Fuels Project being submitted by the Mariposa Fire Safe Council. In light of two major fires reaching the doorstep of the Lushmeadows Mountain Estates subdivision (Ferguson 2019 and Oak 2022), we recognize that this project is a very critical for the safety of citizens, firefighters, and the preservation of property.

We also recognize that Lushmeadows is identified as a community at risk by Cal Fire, and the majority is identified as a very high hazard fire hazard severity zone. It is a Tier 3 Extreme Fire Threat Zone (2018 CPUC). Lushmeadows is a mountain rural housing subdivision with relatively high-density housing and significant fuel loads concentrated between houses. This critical fire fuel condition will contribute to a rapid house-to house-fire spread. The entire Lushmeadows Mountain Estates subdivision is on a mountain plateau with a very high risk of fire running uphill to the subdivision, creating significant ember cast vulnerability.

Mariposa County is one of the hardest hit counties in the Sierra Nevada, suffering from drought, tree mortality, flooding, and catastrophic wildfires. Highly strategic fuel projects, like Lushmeadows Ladder Fuels, are critical for mitigating the impact of wildfire by reducing the risk of fire ember ignition susceptibility, intensity, behavior to a crown fire and high burn severity in our WUI community.

The Mariposa County Board of Supervisors established the Mariposa County Fire Advisory Committee (MCFAC) as a multi-stakeholder group considering and making recommendations on important topics such as pre-fire coordination, fire risk reduction, and resource resiliency to both the County Fire Chief and Board of Supervisors. The MCFAC was formed to improve strategic planning and cooperation around wildfire needs for Mariposa County. The Lushmeadows Ladder Fuels Project is a priority recommendation of MCFAC and the County Fire Chief to the Mariposa County Board of Supervisors.

We urge you to award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Lushmeadows Ladder Fuels Project.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-7

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify a Letter of Support for the Fremont Fuel Reduction Project (2023 Chair Menetrey)

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for the Fremont Fuel Reduction Project (2023 Chair Menetrey)

This action would ratify the signature of the Board of Supervisors Chair on a Letter of Support for the Fremont Fuel Reduction Project grant application to the California Department of Forestry and Fire Protection, that the Fire Safe Council submitted.

This letter was submitted to the Department of Forestry and Fire Protection on January 2nd, 2024.

The Fremont Fuel Reduction Project falls under the Safe Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 23-062

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Ratify Letter of suport -Fremont Fuel Reduction Project 1-9-23**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County Board of Supervisors

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California Department of Forestry and Fire Protection
Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

January 2, 2024

Re: Letter of Support for 23-WP-MMU 59040629 – Fremont Fuel Reduction Project

To Whom It May Concern,

The Mariposa County Board of Supervisors support 23-WP-MMU-59040629 for the Fremont Fuel Reduction Project being submitted by the Mariposa Fire Safe Council. The John C. Fremont Hospital, clinic, and skilled nursing facility is essential to the wellbeing of Mariposa Citizens. The Fremont Fuel Reduction Project will thin the excessive fuel loads on the county land adjacent to the hospital campus. The project will also protect critical facilities along its flank including the Human Services Facility, CHP and DMV, Mariposa Senior Center, the MACT Indian Health Clinic, and it will act as a fuel break for fire moving toward town. We believe this project is essential.

Mariposa is identified as a community at risk by Cal Fire. It is identified as a very high hazard fire hazard severity zone. It is a Tier 3 Extreme Fire Threat Zone (2018 CPUC). Mariposa County is one of the hardest hit counties in the Sierra Nevada, suffering from drought, tree mortality, flooding, and catastrophic wildfires. Highly strategic fuel projects, like the Fremont Fuel Reduction Project, are critical for mitigating the impact of wildfire by reducing the risk of fire ember ignition susceptibility, intensity, behavior to a crown fire and high burn severity in our WUI community.

The Mariposa County Board of Supervisors established the Mariposa County Fire Advisory Committee (MCFAC) as a multi-stakeholder group considering and making recommendations on important topics such as pre-fire coordination, fire risk reduction, and resource resiliency to both the County Fire Chief and Board of Supervisors. The MCFAC was formed to improve strategic planning and cooperation around wildfire needs for Mariposa County. The Lushmeadows Ladder Fuels Project is a priority recommendation of MCFAC and the County Fire Chief to the Mariposa County Board of Supervisors.

We urge you to award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Fremont Fuel Reduction Project.

Sincerely,

Miles Menetrey
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim the Month of January 2023 as "Human Trafficking Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of January 2023 as "Human Trafficking Awareness Month"

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past. During the past few years, agencies have worked together to develop a community wide protocol for identifying and responding to Commercially Sexually Exploited Children (CSEC). This Proclamation serves to bring awareness to the issue of trafficking, as well as the community response to preventing and providing services to victims.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and miss the opportunity to draw attention to this important issue.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Human Trafficking Awareness**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: None

The Mariposa County Board of Supervisors

Proclaims

The Month of January 2024

As

"Human Trafficking Awareness Month"

WHEREAS human trafficking is the business of stealing freedom for profit. It is a multi-billion-dollar criminal industry that denies freedom to 30-40 million people worldwide; and

WHEREAS, U.S. Law defines human trafficking as use of force, fraud or coercion to compel a person into commercial sex acts or labor against their will. Victims range from men, women, and children of all ages. Sex trafficking alone generates an estimated $99 million per year. Of those who fall victim to trafficking, only one percent are rescued; and

WHEREAS, the United States is ranked as one of the worst countries globally for human trafficking. California consistently has the highest human trafficking rates than other U.S. States; and

WHEREAS traffickers target vulnerable people who have needs they can fill. Sometimes offering material support such as housing, money, clothing. Other times offer love, emotional support, and sense of belonging. Almost all victims know, trust and even love their traffickers; and

WHEREAS United Against Human Trafficking, estimates that 55% of victims of U.S. sex trafficking aged 7 to 11 are recruited through social media apps such as Tik Tok, snap chat and websites; and

WHEREAS in the latest annual report for Human Trafficking, California identified 1,507 victims of sex and labor trafficking that were reported to officials. The majority of those victims were female; and

WHEREAS Mountain Crisis Services from October 2022 to December 2023 assisted three victims of domestic violence with an added victimization of human trafficking; and

WHEREAS advocates from Mountain Crisis Services will be joining millions of Americans nationwide in recognizing the growing need to stop human trafficking by acknowledging January 2024 as "Human Trafficking Awareness Month" and participating in "Human Trafficking Awareness Day" on January 11, 2024.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of January 2024 as **"Human Trafficking Awareness Month"** and urges all citizens to educate themselves about all forms of modern slavery and the signs and consequences of human trafficking.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 9th day of January 2024, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

RECOMMENDATION AND JUSTIFICATION

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy, all committees must provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **12-11-23 IHSS Advisory Committee Meeting - Minutes**
2. **2023-11_minutes - MCFAC**
3. **231103 PC Minutes - FINAL**
4. **AAC minutes 10.16.23 SC**
5. **December 7th Meeting Minutes**
6. **YWDAC minutes 9.14.23 Final**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, December 11th, 2023

Members Present: Darlene Miles, DH, Mark Pina, Mary Dempsey & Mary Wilson

Members Absent: Eva Adams

Union Representative(s): N/A

Staff Present: Christy McCarthy, Janet Gass, Jason Allen & Rachel Lowe

Board Of Supervisors (BOS) Liaison(s): Rosemarie Smallcombe

Guest(s): N/A

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:33PM by Chair DH. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. N/A
2. Approvals:
    a. December 11th, 2023 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary W. with a second by Darlene to approve the December 11th, 2023 agenda.
    b. November 13th., 2023 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Darlene, to approve the November 13th, 2023 Minutes.
3. UDWA - Union Status Update:
    a. N/A
4. New Business:
    a. Darlene asked if career pathways will continue past 2023, per Janet it will go until December of 2024. It was mentioned that people tend to have a hard time signing up for career pathway courses and sometimes are getting multiple languages in a single course. Janet suggested people call the help

line number for assistance. Christy asked that members report to staff which courses this is happening with so staff can investigate it.

b. Mary D. mentioned seeing discussion on Facebook about IHSS hourly rates going up in January 2024 and asked how one would find information for Mariposa Counties' hourly rate. Per Janet and Rosemarie, the rate is negotiated between the IHSS provider union United Domestic Workers (UDW) and the county and there is no current plan to increase Mariposa's rate as the current/previous contract ran out in 2022 and UDW is working on establishing a new one. Rosemarie mentioned that rates are determined via a review of surrounding and comparable counties rates.

5. Board of Supervisors / Agency and Branch Updates:
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. The formation of the Americans with Disabilities Act (ADA) committee has been approved and is looking for members. Information on the committee's scope as well as membership requirements and how to sign-up was sent to all IHSS committee members on 12/11/23. Matt Hespenheide, the county's ADA coordinator, has been working on a transition plan to provide specific steps the county can take to come into better compliance with ADA guidelines. For more information one should reach out to Matt H. with Public Works @ 209-966-5356.
        ii. A report outlining the accomplishments of the 2030 Steering Committee will be coming in Early 2024. The committee looked at many different factors that influence the provision of services to both

seniors and disabled persons. Looked at our communities' changing demographics and what are the largest needs for maintaining independence as an elderly or disabled adult. Rosemarie will share the final report with Jason to be disbursed to committee members when it is available.

b. Christy – IHSS:
    i. Rachel Lowe and Humberto Frausto have joined the team each as a Social Worker I. The team is fully staffed for the first time in a while.
    ii. IHSS caseload is currently at approximately 320 cases.
    iii. December saw 4 IHSS applications received. Currently seeing a dip in numbers due to the time of year, it generally picks up after holidays.
    iv. Quarterly and Financial reports will be shared and reviewed by the committee in January 2024.
c. Janet – Public Authority:
    i. Been keeping an eye on social media regarding IHSS, seeing a trend of providers reporting that they are getting checks late.
    ii. Next IHSS enrollment meeting is on 12/13/23 and has 10 people on the list.

6. Financial Update: Coming in January 2024
7. Next Scheduled Meeting Date: January 8th, 2024
8. Adjournment: @ 2:15 PM

Mariposa County Fire Advisory Committee
Minutes, November 15, 2023

1. **Roll Call** – John Patton, Steve Ward, Chris Bernard, Mark Garrett, Bill King, Beth Kellner, Lacey Sharp, Will Fassett, Wes Smith, Raquel Sandoval, Glenn Cahill, Hannah Harrison, Melinda Barrett, Deron Mills, Jorge Pacheco, Dan Buckley, Hannah Haley, Christina Decko, Raini Patterson, Lexi Ballinger, Tara Fouch-Moore, Barbara Cone, Steve Lyon, Steve Engfer, Russ Marks, Erin Capucino

2. **Approval of Minutes: October 18, 2023**
   Motion by Melinda Barrett, Seconded by Tara Fouch-Moore, Approved Unanimously

3. **Public comments - for non-agenda items, speakers may be limited to 3 minutes.**
   Bill King, Mariposa Trails **–** Wants the MCFAC and the community to know that Mariposa Trails is out maintaining trails and trail corridors, would like to be a resource for fire mitigation and prevention through their organization. Reach out to Bill if interested in partnering together.

4. **Regular Agenda: Discussion and Possible Action/Recommendations:**

   a. **CWPP Update and recommendation to take to Board- John Patton**
      Content updates to 2021 CWPP include the move from 38 "communities" to 23 smaller "townships" for assessment. This change was made to make the geographic WUI areas that are being assessed more congruent with what community members identify with.

      The 2021 draft had a lot of data pulled from various sources so it is being updated with new data. Maps in CWPP are being changed from WUI areas with map tiles to specific maps of "townships" in Appendix D, along with tables with data for each of the townships.

      Comments – Steve Engfer voiced concern about using the term "township" for the WUI communities in the CWPP because this has a very specific definition that could make it confusing for residents. Other suggestions by MCFAC for terminology included CWPP communities, districts (as used by Yosemite to divide the park), and planning units (as used by Tuolumne County). John Patton and the Planning Dept. will work together to explore and find a better terminology to be shared at next MCFAC meeting.

      Next steps – MCFAC will vote to approve CWPP. Changes will then be taken to BOS for approval. Because of the changes to the WUI communities, it will require a public comment period before adoption of new updates.

b. Ad Hoc Update - John Patton

Changes to project priority system document–

- Now includes explicit language that there are no guarantee of approval or submission.
- Three people will score each project.
- Only members of MCFAC can submit, but can do so with guidance from members of the public.

This document is an internal document for MCFAC to prioritize projects – it is not board approved!

Discussion – The purpose of the document is for the public to make recommendations and for MCFAC to be able to find the right organization to submit a grant to fund projects. It will also allow MCFAC to prioritize which project is the highest priority and for whom MCFAC should write LOSs for if multiple partners are competing for same grant.

Motion to approve priority project document and disband ad-hoc committee by Alison Deak, Seconded by Melinda Barrett, Approved Unanimously

c. Updating committee members to include Wildfire Mitigation Coordinator and Yosemite/Sequoia RCDC approved by BOS in Exhibit A via resolution- Ward John Patton and Yosemite Sequoia RCDC have been officially approved by BOS as nonvoting members. We now have one community member position on the committee open.

d. Discuss annual nomination for Committee Officer Positions for December. – Ward

Committee officer positions are not required to be held by voting members. Nominations for officer positions at next MCFAC meeting for chair, vice chair, and secretary.

5. Updates, Activity Reports and Future Agenda Items

Hannah Harrison, Mariposa Planning Dept. – There will be a cultural burn on the creek in the next month. Planning Dept. is also moving along with one of the projects on Mariposa Creek Parkway to build trails and thin vegetation. This is still in the planning process.

Will Fassett, Mariposa County – Tara, John, and Will had interview with Sierra Nevada Conservancy about RFCPP funding for capacity building and it was received positively for the $250,000 grant. They would love to discuss with MCFAC members about project scoping and design. They discussed a shared position and funding could include for include hiring a consultant and shared equipment. SNC was excited about mapping to

show dynamic changes through time and open to ideas but the plan needs to be sustainable. They were not interested in funding individual organizations.

Deron Mills, PG&E – PG&E is anticipating wet weather (ending fire season) and working to disable some of the more sensitive setting on their distribution circuit. This will make any outages that do occur not last nearly as long.

Christina Decko, Cal Trans – Still waiting on execution of last contract to remove fuels on HWY 49 in 2024

Hannah Haley, Sierra NF – Back from a detail and will be the representative for Sierra NF again. Most Rx burning will be taking place on Madera County side of district before moving to pile burning in Oak Fire burn scar given favorable conditions**.**

Jorge Pacheco, BLM – Field office appreciates the prioritization and community organization through MCFAC. If you have priority projects for BLM land email Jorge at jpacheco@blm.gov

Raini Patterson, YS RC&DC – Bill King recommended that YSRC&DC apply for CAL FIRE forest health grant funding to reforest the Owl Creek Drainage (east of Jerseydale Fire Station) that burned in both the Ferguson and Oak Fire for reforestation and they are currently working on this grant application

Russ Marks, Public Works – Contractor has removed logs in Yosemite West that were creating an access issue. Public works is opening bid for FEMA tanks project on 11/16. Hoping is to move Castle Crew from Greeley Hill to Lushmeadows when they are completed.

Alison Deak, UC Cooperative Extension – Mark Garrett has officially been hired on as PBA coordinator and he will be the main contact for Yosemite Gateway Prescribed Burn Cooperative going forward. UCCE and the PBA are doing a learn and burn workshop December 2nd.

John Patton – CAL FIRE CCI grants are live. Applications are due Jan 10 for wildfire prevention and forest health grants – these are a good opportunity to start utilizing the project prioritization tool. Also looking into using prescribed herbivory for future fuels projects.

Melinda Barrett, Mariposa RCD – We submitted two home hardening grants (CWDF and Wildfire Resilience Stewardship grant through CARCD). Working with Yosemite on CAL FIRE Forest Health Grant for fuels reduction along roads in park and communities within park. Closing out two forest health grants (2019 grant for Wawona and YW and HWY 41 and Wildlife Conservation Board grant for YW reforestation strategy). Hwy 49 project

has been on the books for several years, difficult to coordinate with Cal Trans but would work out well if we could do some advance work with SNC funding.

Tara Fouch-Moore, Southern Sierra Miwuk Nation – SSMN doing cultural burn on Mariposa Creek, likely weekend of November 25th with as much tribal involvement as possible. Otherwise business as usual: planning other cultural burns and Sierra Priest project.

Barbara Cone, Mariposa Fire Safe Council – Patti and BC attended CalVTP training and was invited to be a mentor at Swanton Pacific Ranch. Could help bring forestry students to work in Mariposa. Will be putting in two CAL FIRE wildfire prevention education grants for Lushmeadows Ladder Fuels Phase II and Fremont Fuels Reduction project (near hospital). Next grant proposal cycle will apply for funding for Shafer fuel break. FSC was awarded $600 thousand for storm damage cleanup. FSC has shut down brush and chip program and other projects due to CAL FIRE southern regions inability to give advance payments for projects. Will be submitting equity request to southern region to get projects back up and running. The Fire Safe Council is going on vacation until it is resolved.

Lacey Sharp, Happy Goat – Working with HHS to graze 10 acres near Senior Center. Working with private landowner in Yosemite West and is concerned about working near Park with livestock. Would like recommendations for approaching this. Goats for Good is the free contract grazing service where nonprofits can elect private residents for one unit (one week) of pro bono grazing or can get service through lottery – THIS IS NOT A FREE SERVICE FOR ANYONE and is still tentatively being offered.

Raquel Sandoval & Wes Smith, Mariposa OES – Raquel submitted grant to update local hazard mitigation plan by 2025 but plan will take several months to complete. Updating County Emergency operations plan. Still waiting on fuels reduction project on creek parkway to be approved ($3.8 million) but are optimistic.

Glenn Cahill, Sierra Tel – no updates

Erin Capucino – Not expecting to submit CAL FIRE fire prevention grant in this round. Erin echoed BC's issues with CAL FIRE. Had to put storm damage contractor on hold and were unable to pay them without advance from CAL FIRE. Submitting grant to pay grantwriter for another 2 years.

Chris Bernard, County Fire – Will be taking possession of truck and trailer purchased through CCI grant next week.

Steve Ward, County Fire – County Fire is having same issues with CCI grants, trying to close out grant and having issues with eCivis.

****** DISCUSSION: Steve recommended that MCFAC write a letter of "frustration/concern" and request county BOS to send letter to the state. Someone would need to take the lead and bring back to MCFAC for review and submission to board. Russ Marks suggested that MCFAC should also ask BOS to inform the Rural Counties Association.

Steve discovered during meeting with county council that every business is required to have a general operating permit and required to have fire safety inspections so they have been out of compliance. He will be going to the board on December 5th to discuss this.

Mariposa County is moving to transitional staffing on Monday November 20th. Castle crews have been going up to help county roads in Greeley Hill. Burn permits for residential burning opens today. Crooks Burn went well – ICed by Beery and Wight. Sandbags are going back out again and will be available at Mormon Bar, Don Pedro, Cathey's Valley, and Coulterville. Working with HR staff to open external relations position for MCFD.

Lexi Ballinger, Sierra Foothills Conservancy – Looking as RFPs for CAL FIRE grants. It is very helpful to hear about the administrative issues at CAL FIRE. SFC is continuing to scope out fire related projects on fee and conservation easements and they want to be mindful of coordinated efforts at the county.

UPCOMING AGENDA ITEMs–

- Approval of letter request from board regarding issues with CAL FIRE CCI grants
- CWPP Update Discussion
- MCFAC officer position nominations

6. Adjourn

Mariposa County

Mariposa County MINUTES of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN, CHAIR	**DISTRICT V**

PLANNING COMMISSION
ACTION SUMMARY MINUTES - FINAL
NOVEMBER 3, 2023

A. Call to Order and Roll Call

Chair McCamman called the meeting to order at 9:01 A.M.

Attendee Name	Title	Status	Arrived
Art Baggett	District I Commissioner	Present	9:00 AM
Warren Gray	District II Commissioner	Excused	
Mick Herman	District III Commissioner	Excused	
Deni Smith	District IV Commissioner	Present	9:00 AM
John McCamman	District V Commissioner	Present	9:00 AM

B. Pledge of Allegiance

Commissioner McCamman led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. Planning Commission - Regular Meeting - October 20, 2023

By motion of Commissioner Smith, seconded by Commissioner Baggett, the Planning Commission approved the minutes of October 20, 2023 as presented. Motion Passed.
RESULT: APPROVED
AYES: Commissioner Baggett, Commissioner Smith, Commissioner McCamman

NOES: None
ABSTAIN: None
EXCUSED: Commissioner Gray, Commissioner Herman

E. Presentations

1. Community Design and Development Projects Update Presentation

Planning Director, Steve Engfer, introduced the Planning Staff, Senior Planner, Ben Goger and Community Development and Design Planner, Hannah Harrison, who presented the projects along with a PowerPoint presentation for the following Community Design and Development updates:

- Mariposa Creek Parkway
- Agricultural & Working Lands Conservation Plan
- Working Lands, Working Artists
- Mariposa Gateway Enhancements
- Merced River Trail

2. Development Services Permitting Software Project Update Presentation

Engfer briefly explained the Tyler project, which is the implementation of the new county permitting software and introduced Senior Planner, Corrina Miranda and Planner II, Sarah Hughes who provided a demonstration on the Tyler interface.

There was a discussion amongst the Commissioners and Planning Staff regarding Tyler software.

F. Commissioner Reports

None.

G. Future Agenda Items

Engfer stated that the overview of the Planning Advisory Committees, GIS system update will be on the agenda for the November 17, 2023 meeting.

McCamman requested an action item be placed on the November 17, 2023 agenda for the Planning Commission for discussion and a formal recommendation to the Board of Supervisors regarding the possible elimination of the 3 bedroom restriction for transient occupancy facilities and consideration of the potential increase in Transient Occupancy Tax revenue to the General Fund as an offset to allow increase in County funding allocations to support housing opportunities, such as the Housing Trust Fund. Miranda offered to invite the Building Director, Debra Willis, to the meeting. Engfer to prepare a resolution for formal recommendation to the Board of Supervisors.

Baggett requested an update to the pre-approved Accessory Dwelling Unit Plans at the November 17, 2023 meeting.

H. Adjournment

There being no further business the meeting was adjourned at 10:09 A.M.

Respectfully submitted,

-

_____
JOHN MCCAMMAN, Chair
Mariposa County Planning Commission

_____
SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

Roads – Parks & Recreation – Facilities – Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

TEAM, SERVICE, STEWARDSHIP

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
mariposacounty.org

AIRPORT ADVISORY COMMITTEE MEETING

ACTION SUMMARY MINUTES
October 16, 2023

A. 3:01 pm Called to Order

Attendee Name:	Title	Status	Arrived
Roy Anderson	Chair	Absent	
Pat Skogen	Vice Chair	Present	1:50 pm
Gary Friesen	Member	Present	1:50 pm
Aitor Loymendy	Member	Absent	
Joe Coho	Member	Absent	
Ruth Sellers	Member	Present	1:50 pm
Rick Leinheuser	Member	Present	1:50 pm
Andy Ferris	Member	Present	1:50 pm
Ron Rohde	Member	Present	1:50 pm
Miles Menetrey	BOS Ex-Officio	Excused	
Shannon Poe	BOS Liaison	Present	1:50 pm
Sam Cerveny	PW Representative	Present	1:50 pm
Jean Dordan	PW Representative	Present	1:50 pm
Paul Wignall	Guest	Present	1:50 pm
Maddison Kirkpatrick	Gazette	Present	1:50 pm

B. Introductions

C. Public Comment

D. Approval of Minutes

1. Amend minutes of April 20, 2023. (M) Gary Friesen (S) Rick Leinhauser

2. Approval of Minutes of August 14, 2023 (M) Andy Ferris (S) Pat Skogen with name spelling correction for Skogen and Rohde.

E. Updates and Reports

1. Airport FBO Report
Tony Borreson reports that the Merced hanger has closed due to the bad economy.

Drug abatement and random testing is required by FAA. The airport received three violations for incomplete paperwork and improper storage of paperwork after a recent audit.

Stan Wheeler would like to have a scheduled water truck at the airport on a regular basis to spray the runway with water to remove sand and gravel which can create hazards for planes.

2. Safety Report
Tony Borreson reports that the new overlay on the tarmac is cracking and needs to be sealed. Green and white beacon comes on at various times and during the day. Should only come on at night and during bad weather.

Paul Wignall suggests planting grass and having the Happy Goat owners bale it for dirt and rock control.

3. Public Works Report
Terminal Carpet – Project is complete at a total cost of $10,574.65 to be charged against airport CARES Act funds.

Fuel tank painting – currently working on contract with US Fueling Solutions. Total cost $42,944.35. Aggregate.

Airport Sign at 49 North and Macready – The sign displays indications of deterioration and past attempts at restoration. The sign should be refurbished or replaced. The Public Works team will conduct a thorough investigation into the specifications and limitations concerning signage. It is advisable to incorporate deliberations on preferences for sign components and design in upcoming AAC Meetings.

Terminal Exterior Rehabilitation – Public Works applied for a $500K FAA Airport Terminals Program grant. Grant project includes replacement of terminal roof, new insulation, energy efficient windows, energy efficient lighting, HVAC improvements, and ADA accessibility compliance. Funding requires a 5% match. Award date is not specified.

Airport Layout Plan/Airport Capital Improvement Plan (ALP/ACIP) Update – FAA has assigned new staff to the airport. Public Works had an introductory call with FAA on October 11, 2023. The primary focus of the call was to determine the status of AIP and Bipartisan Infrastructure Legislation (BIL) funds, confirm available funding, and initiate programming of project funds. Initially, funds will be utilized to hire a consultant to update the ALP/ACIP. The remaining funds will be

utilized to complete the projects in order of priority. Estimated available funds: AIP - $450K, BIL - $304K, Total - $754k.

F. Action Items

NONE

G. Discussion Items

AAC Annual Report to the Board of Supervisors
Deputy Director Sam Cerveny suggested a draft report be prepared for discussion during the December 2022 meeting. The final version can be approved by the AAC during the February meeting. New member Ron Rohde and Gary Friesen volunteered to assist with the writing of the report.

I. Next Meeting

Next meeting scheduled for December 11, 2023 at 3:00 PM.

J. Adjournment

Meeting adjourned at 3:53 PM by Rick Leinheuser.

Respectfully submitted,

Jean Dordan
Executive Assistant

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

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PARKS AND RECREATION COMMISSION

ACTION SUMMARY MINUTES
December 7, 2023

A. 2:30pm Called to Order

Attendee Name	Title	Status	Arrived
Deni Smith	Member	Present	2:25pm
Stacie Dayhoff	Member	Present	2:25pm
Catherine Chase-Lopez	Member	Present	2:25pm
Amber Chambers	Member-At-Large	Present	2:25pm
Hannah Harrison	Planning Dept.	Present	2:25pm
Ava Burns	Arts Council	Present	2:25pm
Cassidy Engfer	Recreation Supervisor	Present	2:25pm
Lexie Verdugo	Recreation Manager	Present	2:25pm

B. Introductions

1. Committee members, Parks and Recreation staff and meeting guests introduced themselves.

C. Public Comment

1. No public comment.

D. Approval of Minutes

1. Motion to approve the minutes of meeting held July 12, 2023 made by Stacie Dayhoff. (S) Amber Chambers.

E. Updates and Reports

1. Recreation Manager, Lexie introduced the new Recreation Supervisor, Cassidy Engfer.
2. Lexie provided an update on the renaming of the Woodland Hall board item. Lexie explained that the item was taken to the Board of Supervisors for recommendation and received full support. Amber Chambers, Local Child Care Planning Council, is working on getting pricing and a drawing mock-up of the sign to provide to the PW Director. Amber told the commission that she would like to get a rustic-wooden sign made to match the existing preschool sign and the area. The commission members verbalized their support. Once the pricing and specs of the sign are provided and approved, the item will go back to the BOS for an official vote and dedication ceremony.

F. Action Items

1. Hannah Harrison, Planning Department Community Design and Development Planner and Ava Burns, Arts Council Project and Programs Managers, presented the proposal for Public Art in the Coulterville County Park. The presentation was made up of two project proposals for the Working Lands, Working Artists projects. The first project proposal is for a set of three murals. The proposed location for the murals is the Park stage, the fencing that runs between the park and the Jefferson Hotel and a storage/water shed. The second proposal is for a horse bit sculpture that will be 6'x4' and the proposed location is in the back corner of the Coulterville park where the pool fencing meets the wood panel fencing. Member Deni Smith asked what the project completion date was for planning and approval purposes. Hannah stated that the goal was to have the projects completed by Spring of 2024, weather permitting. Lexie asked where the funding for the replacing of the wood panel fence that is needed to complete the mural would be coming from. Hannah stated that the grant for the art projects does not have excess for repairs or maintenance, so they are requesting that the funds for the updating of the fencing come from Public Works Facilities budget. Lexie informed Hannah and Ava that she would have to discuss with the Facilities Supervisor and the Director of Public Works to see if there is funding available for the project. Lexie reiterated that she would need to discuss with Facilities Maintenance to ensure that the replacing of the fence panels and any maintenance of the artwork would be supported through their budget and staffing availability. Member Amber Chambers made a motion to approve the proposed artwork projects. (S) Member Catherine Chase-Lopez.

G. Discussion Items

1. Lexie informed the commission that Little League had been in contact with her inquiring about placing a mobile scorekeepers booth at the Woodland field for the duration of the Little League season. Lexie explained that a formal proposal was not received, just an email inquiry. It was also noted that in the conversation about the mobile scorekeeper's booth, there was also intent to use it as additional storage and possibly as a snack stand for games as well. Lexie explained that she asked Little League for the proposed location of the booth and had not received a response at the time of the meeting.

H. Next Meeting

Next meeting scheduled as needed.

I. Adjournment

Meeting adjourned at 2:55pm by Deni Smith

Respectfully submitted,

Lexie Verdugo
Recreation Manager

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

Roads – Parks & Recreation – Facilities – Airport
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Fleet Maintenance – Solid Waste - Cemeteries

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YOSEMITE WEST DISTRICT ADVISORY COMMITTEE

ACTION SUMMARY MINUTES
September 14, 2023

A. 2:00 pm Called to Order

Attendee Name	Title	Status	Arrived
Tom Lambert	Chair	Present	1:55 pm
Debra Kroon	Vice Chair	Present	1:55 pm
Jeff Webb	Member	Present	1:55 pm
Malcolm Neal	Member	Present	1:55 pm
Art Comier	Member	Present	1:55 pm
John Mock	Secretary	Present	1:55 pm
Ted Williams	Member	Present	1:55 pm
John Luthey	Plant Ops Manager	Present	1:55 pm
Shannon Hansen	Director PWD	Present	1:55 pm
Sam Cerveny	Deputy Director PWD	Present	1:55 pm
Melinda Rice	Deputy Director PWD	Present	1:55 pm
Leigh Westerlund	County Assistant CAO	Present	1:55 pm
Rosemarie Smallcombe	Supervisor District I	Present	1:55 pm

B. Introductions

C. Public Comment
Debra Kroon presented a well completion report for a 31-acre parcel in the Yosemite West area that original tested at 60 gallons a minute but decreased to 8 gallons per minute during a production test. Ms. Kroon also states that the Committee should advise on things happening in the area that could impact the district. Supervisor Smallcombe explains the SB 552 drought relief program.

D. Approval of Minutes
Approve minutes of December 14, 2023, as amended (M) Debra Kroon (S)John Mock

E. Updates and Reports
1. Fiscal Review

Assistant County Administrator Leigh Westerland addresses operations and budgets, encompassing six districts within four communities. Notably, these

districts, comprising 406 households (5% of the total county population), are responsible for financing their capital improvements, upgrades, and repairs, independent of county support.

Ms. Westerland elaborates on the intricacies of the utility district's cost structure, with utility rates influenced by the Proposition 218 process. Over the last two years, costs have consistently surpassed revenue, resulting in an accumulating negative budget. Emphasizing fiscal responsibility, Ms. Westerland underscores the districts' obligation to cover such shortfalls, discouraging reliance on loans for operational needs.

Last year witnessed necessary fund transfers to realign the budget. Ms. Westerland provides insight into the rate determination process, detailing how staff hours dedicated to each district form the basis for budgetary figures.

Highlighting the importance of transparency, Ms. Westerland mentions the existence of a concealed Operating Reserve (savings account), ensuring it serves as a safety net for addressing shortages through a budget action. Some funds from this reserve were allocated for tree removal.

Responding to Member Ted Williams' inquiry about the ongoing fund balance, Ms. Westerland clarifies that, as per her communication with the auditor's office, the amount stands at $357,000. Discrepancies in calculations between Mr. Williams and the county arise, prompting questions specifically related to the fiscal years 2021, 2022, and 2023.

2. Operations Update

Flow rates are currently stable, with the treatment plant experiencing a notable increase in flow during the month of May. The increase is attributed in part to heavy rains during the previous season. The water break on Henness Ridge Road resulted in a substantial release of water.

In considering future improvements, Member John Mock expresses interest in implementing new water meters.

3. Wastewater treatment plant project

The wastewater treatment plant clarifier gear box is in the process of being rebuilt. Water tank cleaning is scheduled to begin within the next two weeks.

4. CIP Projects

Lowery unit back up and running with no cost to the district because ARPA funds were used for the repair. pH level should begin to stabilize. The ARPA funded sludge removal projects in Mariposa Pines and Yosemite West are moving

forward. Removal and disposal of liquid waste and sludge from the clarifier is quoted at $108k. Cleaning of the 10k gallon wastewater UST is quoted at $62k. Sludge sampling survey quoted at $7k. The cleaning of the 10k gallon tank is overdue and should be conducted annually.

The spray field leach lines are also in need of repair. Blackwater has submitted a proposal to prepare a preliminary engineering report and design for restoration and or expansion of the spray field and leach lines in the amount of $237,000 with no cost to the district. Tree removal will be helpful to get to areas in need of repair.

Deputy Director Sam Cerveny states that Public Works allocated $1,000,000 in ARPA funds between all districts based on total revenue in each district. 50% will go to Yosemite West. Blackwater will study solids removal. The cost of leach field repairs will exceed the funding provided by the IRWM grant.

F. Discussion and Action Items

1. Update on status of rate study and Prop 218 process and discussion of next steps.

Rate study is still with Bartle Wells. They are waiting for the final fund balance for 22/23. Sam explains that all of the wastewater systems have been neglected for years and that the ARPA funding will get the systems back to ground zero. Going forward, he wants to make sure the increase in rates will be sufficient to maintain the systems.

2. Consideration and potential action regarding adjusting meeting time.

Sam would like to change the meeting time to 10:00 am starting in December so Public Works can return to Mariposa earlier in the day. Member Debra Kroon advised that winter is icy at 10:00 am. (M) Ted Williams (S) Art Cormier, Debra Kroon opposes.

G. Next Meeting

Future Agenda items: Debra would like to address the use of roads by non-district vehicles. People are using the roads and not paying a road maintenance fee. The Condos owners paid bond in the beginning and then fees. There is a new zone in the area that has not been addressed. She suggests adding a new zone through planning. Supervisor Smallcombe explains that the Yosemite West planning advisory committee is inactive but still exists.

Next meeting scheduled for December 14, 2023 at 10:00 am

H. Adjournment

Meeting adjourned at 4:00 pm by Tom Lambert

Respectfully submitted,

Jean Dordan
Executive Assistant

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2024.

Per Resolution 22-116 Section 5.2.1.4, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Software License Agreements Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Software as a Licence Report 01-09-24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Software Report

Board Agenda Item for January 9th 2024

Contractor	Amount	Term	Service	Department
Megabyte Systems, INC	$25,000	Recurring until Dissolution	Online Business Property Filing (OBPF)	Assessor
CivicPlus	$9,529	Recurring until Dissolution	CivicPlus/CivicEngage Website	COB
Lexipol	$730	SSA/Yearly	PoliceOne Academy, Echelon Front Leadership Training	DA

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Re-Appoint Matt Johnson and Rhonda Scherf to the Law Library Trustees Board with Terms Expiring January 9, 2025

RECOMMENDATION AND JUSTIFICATION

Re-Appoint Matt Johnson and Rhonda Scherf to the Law Library Trustees Board with Terms Expiring January 9, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Law Library Trustees is governed by California Business and Professions Code Sections 6300-6307 and Mariposa County Code Chapter 2.44. Membership of the Law Library Trustees is constituted as follows: both Judges of the Superior Court are to serve as ex-officio trustees; Chair of the Board of Supervisors is an ex-officio trustee; the District Attorney, County Counsel, President of the Local Bar Association, and up to two residents of the county who are not judges, members of the State Bar Association or members of the Board of Supervisors will serve as voting members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not reappoint these memberships and the Law Library Trustees Board would not have the County Librarian on the Board and would need to select a secretary for the meetings among the existing Board members.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-8

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Approve First Amendment to Agreement with the California Association of Environmental Health Administrators (CAEHA) Increasing the Amount by $7,343.12 for a New Amount Not to Exceed $67,343.12; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds within the Environmental Health Department Budget to Cover the Amendment ($7,343)

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with the California Association of Environmental Health Administrators (CAEHA) Increasing the Amount by $7,343.12 for a New Amount Not to Exceed $67,343.12; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds within the Environmental Health Department Budget to Cover the Amendment ($7,343).

The purpose of this Amendment is to increase the compensation to provide an additional Seven Thousand Three Hundred Forty-Three dollars and twelve cents ($7,343.12) will be added to the original amount of Sixty Thousand Dollars ($60,000), making the total compensation paid to CAEHA not to exceed the amount of Sixty-Seven Thousand dollars, Three hundred Forty-three and twelve cents ($67,343.12).

The Budget Action will re-allocate funds from the Salaries' category to the Professional Services category to facilitate payment to the California Association of Environmental Health Administrators (CAEHA) $67,343.12 as per the amended agreement. CAEHA has provided the services of Registered Environmental Health Specialist (REHS) due to vacancies within the County by employed Registered Environmental Health Specialists (REHS).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The CAO signed the original agreement for $60,000 on July 4, 2023

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Amendment and Budget Action and Mariposa County Health and Human Services Agency will not be able to utilize the services of the Registered Environmental Health Specialists (REHS) through the California Association of Environmental Health Administrators (CAEHA).

FINANCIAL IMPACT

There is no impact to the general fund 1001-457.

ATTACHMENTS

1. **First Amendment-CAEHA Agreement 2024**
2. **CAEHA 2024**
3. **Budget Action CAEHA**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

FIRST AMENDMENT TO AGREEMENT FOR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and California Association of Environmental Health Administrators (CAEHA), hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 1, 2023, wherein Contractor agreed to provide registered environmental health specialist services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 4, "COMPENSATION," is hereby amended to provide that an additional $7,343.12 will be added to the original amount of $60,000, making the total compensation paid to Contractor the not to exceed amount of $67,343.12.

Except as herein amended, the Agreement dated July 1, 2023 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2023, without there having been any interruption of the Agreement whatsoever.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
Dave Conway
CAEHA President

_____
Steve Van Stockum
CAEHA Treasurer

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

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AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** 06/26/2023

From: Dallin Kimble **Agreement with:** California Association of Environmental Health Administrators

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ■ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☐ **No** ■ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ■ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ■ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Dave Conway, CAEHA President & Steve Van Stockum, CAEHA Treasurer
(Name of person signing the agreement and their title)

Vendor Email: dlconway@sti.net & svanstoc@gmail.com
(Email of signee)

For: To perform duties as a Registered Environmental Health Specialist ("REHS") as required by State regulated programs
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: July 1, 2023 - December 31, 2023
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000 -*** Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ $60,000 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

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PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF MARIPOSA AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS

THIS AGREEMENT is made this 1st of July 2023, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA) a non-profit 501(c)4, (hereinafter called "Contractor") pursuant to the following terms and conditions:

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023, and shall terminate December 31, 2023.

2. SERVICES

Contractor shall provide two (2) employees to work for County on a Flex schedule to perform duties as a ***Registered Environmental Health Specialist*** ("REHS") with duties and responsibilities as outlined in Appendix A Scope of Work. Unless otherwise approved by the County, Contractor shall provide services through its employees.

3. DUTIES

A. Contractor's employees shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, and an ability to manage by assignment projects which are highly complex and difficult in nature.

4. COMPENSATION

A. Contractor shall be paid $127.30 per hour per employee for REHS staff to be approved by County. Staff will work on a flexible schedule approved by the County in advance. If overtime is required and has been approved by the County for the Contractor in advance, the hourly rate is $159.14 per employee. CAEHA shall invoice County for work performed by the 15th of each month with summary of time worked.

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B. If travel is requested, hotel reimbursement at cost (not to exceed $160 per night and state rate will be requested). If hotels are hard to find under $160 per night, County will pre-approve the higher hotel costs. Receipts will be provided.

C. If County requests travel then mileage to be reimbursed by County at the current IRS rate (currently at .655 per mile).

D. Per diem rates of $18 for breakfast, $20 for Lunch, and $36.00 for dinner if travel by County is requested.

E. Invoices will be sent monthly to the County and payment to be made directly to CAEHA - Tax ID#94-1675492 a 501(c)(4):

California Association of Environmental Health Administrators
Attn: Sheryl Baldwin, Contract Manager
P.O. Box 2017
Cameron Park, CA 95682-2017
Telephone: (530) 676-0715 or cell (530)-363-0027
Email: Sheryl@ccdeh.com

F. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this **Agreement shall not exceed Sixty Thousand Dollars ($60,000). An amendment will be needed to add funding to continue working past this amount.**

G. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder to be paid within 60 days of a proper invoice. Interest will be added at 5% per month for invoices paid after 90 days.

5. INSURANCE REQUIREMENTS

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

A. Workers' Compensation Coverage: To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers'

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Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees.

B. Professional Liability Insurance: Contractor shall maintain Professional Liability Insurance for malpractice coverage with a limit of no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made. County, it officers, officials, employees, and volunteers shall be included as additional covered parties, but only insofar as the operations under this contract are concerned.

C. Proof of Coverage: At the time of execution of this Agreement, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Agreement.

6. HOLD HARMLESS

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement, and out of any assertion by any employee of Contractor that they are individually entitled to compensation of benefits of any kind directly from the County as a result of their work performed for the County under this Agreement. If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. TERMINATION

A. This Agreement may be terminated by County at County's option:

(1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness. Such a termination shall be effective immediately upon notice to Contractor.

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(2) For any reason satisfactory to County (without cause) provided, however, Contractor shall be given fourteen (14) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

(1) Upon County's failure, neglect or refusal to make any payment as required hereunder.

(2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.

(3) Upon fourteen (14) days written notice to County.

8. STATUS

Contractor and County agree that Contractor is an independent contractor and in no event shall Contractor or any of its employees be considered an employee of the County.

9. ASSIGNMENT

This Agreement is for the professional services of Contractor and in particular for the services of Contractor's REHS staff to be determined, and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. NOTICE

Any and all notices, invoices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

County:
Mariposa County Health & Human Services Agency
Kristina Keheley, PhD., Division Director Health Services
5362 Lemee Lane/P.O. Box 99
Mariposa, CA 95338
Email: kkeheley@mariposacounty.org
(209) 966-2000

Contractor:
California Association of Environmental Health Administrators
Justin Malan, Executive Director
5170 Golden Foothill Parkway, #70
El Dorado Hills, CA 95762
Telephone: (916) 956-3302
Email: Justin@ccdeh.com

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IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first herein above written.

COUNTY OF MARIPOSA

DocuSigned by:
2E01D0C6E7564A5...

Jay D. Kimble
County Administrator Officer

CONTRACTOR

DocuSigned by:
F97A36B8EB5D47C...

Dave Conway
CAEHA President

DocuSigned by:
D15AB8188DAE466...

Steve Van Stockum
CAEHA Treasurer

APPROVED AS TO LEGAL FORM

DocuSigned by:
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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APPENDIX A

Scope of Work
Registered Environmental Health Services

Contractor shall provide environmental health services to County. Services shall include, but not be limited to, the following:

Performs inspections and investigations of environmental health conditions associated with retail food facilities, hazardous materials, water supplies, solid waste and liquid waste disposal, recreation, vector control, housing, air quality and land use.

Advises of and enforces public compliance with environmental health practices and regulations.

Reviews plans, performs preliminary site evaluations, and issues or rejects permits for the construction of wells, sewage disposal systems, swimming pools and spas, food service facilities, facilities which handle reportable quantities of hazardous materials, underground storage tanks, solid waste facilities, and other facilities which may impact public health; inspects installations for compliance with regulations and approved designs; conducts routine and non-routine inspections of operating facilities.

Collects samples of water, beverages, food, air, soil and other materials for laboratory tests; interprets test results and takes appropriate action. Investigates public complaints of unsanitary conditions and alleged violations of codes and regulations.

Issues violation notices and/or compliance orders; recommends legal action against recalcitrant violators of local and state health regulations; prepares and presents court testimony as required.

Inspects permanent and temporary food facilities for compliance with health regulations and standards; responds to complaints and investigates alleged food-borne illnesses.

Provides air quality control services by monitoring air pollutants, issuing permits and performing field inspections of pollutant sources; reviews and approves or rejects plans for proposed controlled burns.

Investigates sites of hazardous waste spills, including leaking underground fuel tanks, and makes recommendations based on the impact to human health and environmental resources.

Reviews land use documents and provides comments regarding the impact on environmental health; collaborates with Planning Department personnel on land use projects and issues.

Prepares and maintains complete and accurate records; prepares and submits reports required by the County and other agencies.

Responds to public requests for assistance, complaints or inquiries in areas of responsibility.

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Coordinates assigned activities and programs with those of other departments, divisions and agencies as appropriate.

Performs general administrative and clerical work as required, including preparing reports and correspondence, attending meetings, copying and filing documents, entering and retrieving computer data, assembling materials, sending and receiving faxes, answering the telephone, compiling data for reports, preparing mailings, etc.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brian Miller	
Kelly Miller Insurance Associates Lic # 0M76470 P.O. Box 1729 Loomis CA 95650	PHONE (A/C, No, Ext): (800) 892-6550	FAX (A/C, No): (855) 298-4919
	E-MAIL ADDRESS: brian@kmia.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Insurance Company	17370
INSURED California Association Of Environmental Health Po Box 2017 Shingle Springs CA 95682	INSURER B : State Compensation Insurance Fund	35076
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ECP2007836-20	2/8/2023	2/8/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	9234751-2022	7/11/2022	7/11/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			ECP2007836-20	02/08/2023	02/08/2024	Per Occurrence	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Environmental Health Consultant-All Operations

Mariposa County, its elected and appointed Officials, Officers, Employees, Agents and Volunteers are named additional insured with respect to insured's consultant operations performed for the additional insured, including primary and non-contributory wording for General Liability and waiver of subrogation for GL and Workers Comp

10 days notice for non-payment cancellation

CERTIFICATE HOLDER

Mariposa County Health & Human Services Agency
Dave Conway, Director
P.O. Box 99
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Miller

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DocuSign

Certificate Of Completion

Envelope Id: DCD6E73522694F24BBC38F2B0FDC7C0E
Status: Delivered
Subject: Complete with DocuSign: HHSA - Agreement Routing Sheet CAEHA Mariposa REHS Contract July 1 - De...
Source Envelope:
Document Pages: 9
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
6/27/2023 9:06:38 AM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 6/27/2023 9:10:38 AM Viewed: 6/27/2023 9:38:21 AM Signed: 6/27/2023 10:16:44 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Dallin Kimble dkimble@mariposacounty.org CAO County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: 2E01D0C6E7564A5... Signature Adoption: Drawn on Device Using IP Address: 207.177.170.214 Signed using mobile	Sent: 6/27/2023 10:16:46 AM Resent: 6/27/2023 12:26:20 PM Resent: 6/28/2023 9:48:46 AM Viewed: 7/4/2023 1:46:45 PM Signed: 7/4/2023 1:47:18 PM
Electronic Record and Signature Disclosure: Accepted: 7/4/2023 1:46:45 PM ID: 7dd3f8a2-530d-4fcc-a0d4-d64e42ef565a		
Dave Conway dlconway@sti.net Security Level: Email, Account Authentication (None)	DocuSigned by: Dave Conway F97A36B8EB5D47C... Signature Adoption: Pre-selected Style Using IP Address: 174.208.161.246 Signed using mobile	Sent: 7/4/2023 1:47:19 PM Resent: 7/5/2023 8:06:23 AM Resent: 7/5/2023 8:15:37 AM Viewed: 7/5/2023 11:03:09 AM Signed: 7/5/2023 11:03:52 AM
Electronic Record and Signature Disclosure: Accepted: 7/5/2023 11:03:09 AM ID: 10f313f8-78b0-4df4-bb7e-5698b176cbb6		
Steve Van Stockum svanstoc@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: D15AB8188DAF466... Signature Adoption: Drawn on Device Using IP Address: 172.15.55.115 Signed using mobile	Sent: 7/5/2023 11:03:53 AM Viewed: 7/5/2023 11:28:05 AM Signed: 7/5/2023 11:28:39 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/5/2023 11:28:05 AM ID: b3fd2d12-ed8e-4f7b-bda1-007b443495ea		
Kimberly Ballard kballard@mariposacounty.org Administrative Analyst II Health & Human Services Agency Security Level: Email, Account Authentication (None)		Sent: 7/5/2023 11:28:41 AM Viewed: 7/5/2023 11:59:51 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/27/2023 9:10:38 AM
Certified Delivered	Security Checked	7/5/2023 11:59:51 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
1001	457	51111	Regular Salaries and Wages			67,345
1001	457	60301	General Professional Services		67,345	
				TOTALS	67,345	67,345

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 12/7/23

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-9

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Approve Budget Action Increasing Revenue and Appropriations in the 5579 Capital Improvement Project (CIP) Fund Budget for Costs Related to the Adult Detention Facility (ADF) Construction ($36,500) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations in the 5579 Capital Improvement Project (CIP) Fund Budget for Costs Related to the Adult Detention Facility (ADF) Construction ($36,500) (4/5ths Vote Required).

Expansion of the ADF will provide treatment space for the HHSA Team to serve the vital needs of those in custody. The services provided by the HHSA Team have increased, and additional growth is planned; however, the existing space is inadequate for treatment of clients. HHSA wishes to contribute toward the expansion of the ADF treatment area.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is new construction that will include expanding the treatment area at the ADF.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may choose not to approve the Budget Action and expansion of the treatment area, and HHSA would not be able to contribute to the project costs at the ADF. Clients would have to be served using existing inadequate space.

FINANCIAL IMPACT

There is no impact on the County General Fund. Grant and Realignment funding is available for the costs of the planned activities.

ATTACHMENTS

1. **Budget Action ADF CIP**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
5579	350	49101	Transfer - In (BH Realignment)	(36,500)	
5579	350	70111	Community and Office Buildings	36,500	
3435	402	45092	2011 Realignment	(36,500)	
3435	402	80111	Transfer - Out (BH Realignment)	36,500	
	Budget Action for HHSA transfer to ADF CIP FY2024				
TRANSFER BETWEEN FUNDS					
				0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

DEPT HEAD SIGNATURE _____ DATE: 12/12/2023

APPROVED BY RES NO. _____ CLERK _____ DATE _____

AUDITOR'S USE ONLY
BA#

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-10

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Adopt Bylaws for the Santa Cruz, Monterey, Merced, San Benito, Mariposa Managed Medi-Cal Care Commission for the Santa Cruz, Monterey, Merced, San Benito, Mariposa Managed Medi-Cal Care Commission

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RECOMMENDATION AND JUSTIFICATION

Adopt Bylaws for the Santa Cruz, Monterey, Merced, San Benito, Mariposa Managed Medi-Cal Care Commission for the Santa Cruz, Monterey, Merced, San Benito, Mariposa Managed Medi-Cal Care Commission

Approved by the Alliance board at its December 6, 2023, meeting.

As required in Title 2, Chapter 2.114, Section I – 2.114.040 of the Mariposa County Code, the Alliance must submit the Bylaws adopted by the Commission to the Board of Supervisors of each County for final approval.

These Bylaws are adopted by the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, hereinafter referred to as the "Commission" to establish rules, policies and procedures for its proceedings. The purpose of the Commission is to negotiate exclusive contracts with the California Department of Health Care Services, to arrange for the provision of health care services to qualifying individuals, as well as those other purposes set forth in the enabling ordinances enacted by the respective counties. The Commission was established by the Board of Supervisors of Santa Cruz County, the Board of Supervisors of Monterey County, the Board of Supervisors of Merced County, the Board of Supervisors of San Benito County, and the Board of Supervisors of Mariposa County, under the statutory authority of California Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 2.8, entitled "County Health Systems," Section 14087.54. These Bylaws and any amendments to these Bylaws must be approved by the Santa Cruz County Board of Supervisors, the Monterey County Board of Supervisors, the Merced County Board of Supervisors, the San Benito County Board of Supervisors, and the Mariposa County Board of Supervisors, as specified in Chapter 7.61 of the Santa Cruz County Code, Chapter 2.46 of the Monterey County Code, Chapter 9.43 of the Merced County Code, Chapter 11.17 of the San Benito County Code, and Chapter 2.114 of the Mariposa County Code.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has not previously reviewed the Bylaws of this Commission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Bylaws are not approved, they will need to be sent back to the 5-County Commission for review, response, and resubmission.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Santa Cruz-Monterey-Merced-San Benito-Mariposa MMCC Bylaws FINAL adopted 12_6_23**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BYLAWS
OF THE SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION

ARTICLE I. AUTHORITY AND PURPOSE

These Bylaws are adopted by the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, hereinafter referred to as the "Commission" to establish rules, policies and procedures for its proceedings. The purpose of the Commission is to negotiate exclusive contracts with the California Department of Health Care Services, to arrange for the provision of health care services to qualifying individuals, as well as those other purposes set forth in the enabling ordinances enacted by the respective counties. The Commission was established by the Board of Supervisors of Santa Cruz County, the Board of Supervisors of Monterey County, the Board of Supervisors of Merced County, the Board of Supervisors of San Benito County, and the Board of Supervisors of Mariposa County, under the statutory authority of California Welfare and Institutions Code, Division 9, Part 3, Chapter 7, Article 2.8, entitled "County Health Systems," Section 14087.54. These Bylaws and any amendments to these Bylaws must be approved by the Santa Cruz County Board of Supervisors, the Monterey County Board of Supervisors, the Merced County Board of Supervisors, the San Benito County Board of Supervisors, and the Mariposa County Board of Supervisors, as specified in Chapter 7.61 of the Santa Cruz County Code, Chapter 2.46 of the Monterey County Code, Chapter 9.43 of the Merced County Code, Chapter 11.17 of the

San Benito County Code, and Chapter 2.114 of the Mariposa County Code.

ARTICLE II. COMMISSIONERS

2.1 Number. The Commission shall consist of a maximum of twenty-five (25) voting members.

2.2 Appointment. Members shall be appointed by the Santa Cruz County Board of Supervisors, hereinafter referred to as the Santa Cruz Board, the Monterey County Board of Supervisors, hereinafter referred to as the Monterey Board, the Merced County Board of Supervisors, hereinafter referred to as the Merced Board, the San Benito County Board of Supervisors, hereinafter referred to as the San Benito Board, and the Mariposa County Board of Supervisors, hereinafter referred to as the Mariposa Board. The number of appointed members is established by formula, based upon the number of Medi-Cal beneficiaries within each county, and including a maximum of five (5) members within a county. Each Commission member shall serve at the pleasure of the Board appointing them.

2.3 Qualifications.

2.3.1 Each member of the Commission shall be committed to a health care system which seeks to improve access to quality health care for all persons, regardless of their economic circumstances. Members of the Commission shall have an abiding commitment to, and interest in, a quality publicly-assisted health care delivery system.

2.3.2 Each member of the Commission shall be a legal resident of the county whose Board of Supervisors made the appointment.

2.3.3 The number of voting members of the Commission shall be based upon the number of Medi-Cal beneficiaries within each county and includes a maximum of five (5) members within a county, and with the number of Commissioners within a county and Commission representation categories determined according to the following formula. At least one of the person(s) from the public representing the population of beneficiaries to be served by the Commission listed in 2.3.3.3.3, 2.3.3.4.4, or 2.3.3.5.4 shall be either a past or present Medi-Cal beneficiary or the parent/guardian of a past or present Medi-Cal beneficiary:

2.3.3.1 Zero (0) to fifteen thousand (15,000) Medi-Cal beneficiaries within the county equals one (1) commission seat to be filled by the Director of the County Health Department (or Health Services Agency) or their designee;

2.3.3.2 Fifteen thousand (15,000) to thirty thousand (30,000) Medi-Cal beneficiaries within the county equals two (2) commission seats to be filled as follows:

2.3.3.2.1 The Director of the County Health Department (or Health Services Agency) or their designee; and

2.3.3.2.2 One (1) at-large representative of either the health care provider population or the

population of beneficiaries to be served by the Commission.

2.3.3.3 Thirty thousand (30,000) to forty-five thousand (45,000) Medi-Cal beneficiaries within the county equals three (3) commission seats to be filled as follows:

2.3.3.3.1 The Director of the County Health Department (or Health Services Agency) or their designee;

2.3.3.3.2 One person representing health care providers; and

2.3.3.3.3 One person from the public representing the population of beneficiaries to be served by the Commission.

2.3.3.4 Forty-five thousand (45,000) to sixty-thousand (60,000) Medi-Cal beneficiaries within the county equals four (4) commission seats to be filled as follows:

2.3.3.4.1 The Director of the County Health Department (or Health Services Agency) or their designee;

2.3.3.4.2 One member of the Board of Supervisors;

2.3.3.4.3 One person representing health care providers; and

2.3.3.4.4 One person from the public representing the population of beneficiaries to be served by the Commission.

2.3.3.5 Sixty-thousand (60,000) or more Medi-Cal beneficiaries within the county equals five (5) commission seats to be filled as follows:

2.3.3.5.1 The Director of the County Health Department (or Health Services Agency) or their designee;

2.3.3.5.2 One member of the Board of Supervisors;

2.3.3.5.3 One person representing health care providers;

2.3.3.5.4 One person from the public representing the population of beneficiaries to be served by the Commission; and

2.3.3.5.5 One at large representative of either the public representing the population of beneficiaries to be served by the Commission or one person representing health care providers.

2.3.4 If a Commissioner no longer qualifies for their prescribed position on the Commission, the position shall be vacant and the Board of Supervisors shall appoint a replacement.

2.3.5 Any deletion of commissioners based upon a change in the population of Medi-Cal beneficiaries within a county will

be achieved through attrition, with a maximum of two (2) years to come into compliance with qualifications provisions in this Section.

2.4 Term. Except for the initial staggered terms as specified in Chapter 7.61 (Santa Cruz County), Chapter 2.46 (Monterey County), Chapter 9.43 (Merced County), Chapter 11.17 (San Benito County), and Chapter 2.114 (Mariposa County), all Commissioners appointed by the Board shall serve four (4) year terms of office. At the end of the term, a member may be re-appointed to a subsequent four (4) year term or terms.

2.5 Resignation. A Commissioner may resign effective upon the date of giving written notice to the Clerk of the Commission, unless the notice specifies a later date for their resignation to become effective. Upon receipt of such notice, the Clerk shall notify the Chairperson and the Board of Supervisors of the County appointing the Commissioner.. The acceptance of a resignation shall not be necessary to make it effective.

2.6 Removal. Any Commissioner may be removed from office at any time by a four-fifths vote of the Board of Supervisors of the County appointing the Commissioner favoring such removal.

2.7 Vacancies. Any vacancy on the Commission shall be filled by the Board of Supervisors of the County appointing the Commissioner. The individual must be appropriately qualified for the position in accordance with Section 2.3.

2.8 Compensation. Compensation as established by the Commission in accordance with the provisions of these bylaws may be claimed by any member of the Commission who does not receive compensation from any public agency in connection with the position which qualifies them for service on the Commission.

2.8.1 Amount of Compensation. Total compensation for each Commissioner who qualifies shall not exceed $400 per month. Commissioners may choose one or both of the following options:

2.8.1.1. $300 for each Commission meeting attended for which Commissioners must travel outside of the Commissioner's respective county of representation, to meet in a single location or for meetings beyond three-hours in length, or $100 each for all other Commission meetings attended.

2.8.1.2. $50 for each committee or Advisory Group meeting attended.

2.8.2 Reimbursement. Commissioners may be reimbursed for their actual expenses incurred in attending Commission meetings in categories of expenses and at such rates as are payable to Commission staff in accordance with policies and procedures applicable to staff employed by the Commission.

ARTICLE III. OFFICERS

3.1 Designation. Officers of the Commission shall be:

3.1.1 A chairperson who shall be a Commissioner and preside over all meetings.

3.1.2 A Vice-Chairperson who shall be a Commissioner and who in the absence of the Chairperson shall preside at the meetings of the Commission. If both Chairperson and Vice-Chairperson are absent, the Commissioners present will select one Commissioner to act as Chairperson pro tempore who will have all the authority of the Chairperson.

3.1.3 A Clerk, or designee, who shall attend all the Commission meetings, keep the minutes, witness signatures on all documents executed on behalf of Commission, keep the seal of the Commission, if one is adopted, shall give notice of all meetings of the Commission and committees of the Commission, as required by law, and shall have other duties as resolved by the Commission. The Clerk shall not be a member of the Commission.

3.1 Election. The Commission shall elect officers for one (1) year terms, at the first meeting in October of each year. For the first election of the Commission, officers shall serve a term which begins on the day of the election and ends at the first meeting in October of the following calendar year.

3.2.1 Commissioners may be nominated by other Commissioners or may nominate themselves for offices.

3.3 Resignation. An officer may resign effective on the date of giving written notice to the Clerk of the Commission, unless the notice specifies a later date for their resignation to become effective. Upon receipt of such notice, the Clerk shall notify the. The acceptance of a resignation shall not be necessary to make it effective.

3.4 Vacancies. A vacancy in any office shall be filled by resolution or motion of the Commission at a regular or special meeting of the Commission.

ARTICLE IV. MEETINGS

4.1 Regular and Special Meetings. The date, time and place of regular meetings shall be established by resolution or motion of the Commission. The Commission shall hold at least four (4) regular meetings per calendar year. Special meetings can be held by call of the Chairperson or a majority of appointed members of the Commission.

4.2 Open and public. All meetings of the Commission shall be open and public, and the Commission shall comply with the provisions of the Ralph M. Brown Act. Anyone shall be

permitted to attend meetings of the Commission, except for closed sessions as permitted by applicable law.

4.3 Notice. At least seventy-two (72) hours prior to each regular meeting, an agenda for the regular meeting shall be mailed or sent by other electronic means to each Commission member, and to each representative of the news media and to each other person who has submitted a written request to the Commission for notification of meetings, and shall be posted at least seventy-two (72) hours prior to the regular meeting at a location that is freely accessible to the public. The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting. No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the Commission may briefly respond to statements made or questions posed by persons exercising their public testimony rights or ask a question for clarification, refer the matter to staff or to other resources for factual information, or request staff to report back at a subsequent meeting concerning any matter. Notwithstanding the foregoing, action may be taken on an item of business not appearing on the posted agenda upon a determination by two-thirds vote of the appointed membership of the Commission, or if less than two-thirds of the members are present, by unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the Commission subsequent to the agenda being posted.

4.4 Attendance and Participation. Commissioners must attend the regular meetings of the Commission and of committees to which they are appointed. If a Commissioner is unable to attend a meeting, they must notify the Clerk of the Commission of the reason and the Clerk, in turn, will notify the Chairperson. Except in the case of an emergency, if a Commissioner fails to attend a meeting without first notifying the Clerk, the absence will be considered unexcused. Two unexcused absences during a six-month period may be grounds for the Board of Supervisors of the County appointing the Commissioner to consider removing the Commissioner.

4.5 Quorum. A majority of the appointed members of the commission (excluding any positions that are vacant) shall constitute a quorum, and no act of the commission shall be valid unless a majority of those members appointed and not disqualified from voting due to a conflict of interest concur therein. Any act of the Commission shall be accomplished by a roll call vote when such a vote is requested by any member in attendance.

4.6 Special Meeting. At least twenty-four (24) hours prior to each special meeting, an agenda for the special meeting shall be mailed or by other electronic means to each Commission member and to each representative of the news media and to each other person who has submitted a written request to the Commission for notification of meetings; and shall be posted at least twenty-four (24) hours prior to the special meeting at a location that is freely accessible to members of the public. No

business other than that listed on the agenda shall be considered at a special meeting. However, the commission may hold an emergency meeting without complying with the twenty-four (24) hour
notice and posting requirements if an emergency situation exists as defined by California Government Code Section 54956.5.

4.7 Conduct of Business.

4.7.1 Items on the agenda will be considered in order unless the Chairperson announces a change in the order of consideration.

4.7.2 Unless an agenda item identifies a particular source for a report, (such as the Chairperson, Commissioners, Advisory Groups or Chief Executive Officer), the Chief Executive Officer, the Commissioners, the Commission staff and consultants shall report first on the item. The item will then be open to public comment upon recognition of the speaker by the Chairperson.

4.7.3 Confidential information shall not be subject to disclosure at meetings of the Commission unless required by law.

4.8 Resolutions or Motions. All official acts of the Commission shall be taken either by resolution or a motion, duly made, seconded and adopted by vote of the Commissioners.

4.9 Voting. All actions of the Commission shall be adopted by an affirmative vote of a majority of the Commissioners eligible to vote: those appointed and who are not disqualified from voting under Section 4.10. Thus, if 25 Commissioners are appointed and 2 are disqualified pursuant to Section 4.10, then a positive vote of 12 is required to adopt the motion or resolution (25 appointed - 2 disqualifications = 23 eligible to vote, requiring 12 positive votes for a majority).

4.10 Disqualification from Voting. A Commissioner shall be disqualified from voting on any contract in which they have a financial interest as required by law and the Conflict of Interest Policy of the Commission. Commissioners will not be disqualified from continuing to serve on the Commission merely because they have a financial interest in a contract, and such contracts may not be avoided for the sole purpose of avoiding the conflict of financial interest, where neither the law nor the Conflict of Interest Policy of the Commission has been violated

4.11 Minutes. The Clerk of the Commission shall prepare the minutes of each meeting of the Commission. The minutes shall be an accurate summary of the Commission's or committee's consideration of each item on the agenda and an accurate record of each action taken by the Commission. At a subsequent meeting, the Clerk shall submit the minutes to the Commission for approval by a majority vote of the Commissioners in attendance at the meeting covered by the minutes. .

4.11.1 The official minutes, as approved by the Commission, recording any motions or actions taken by the Commission shall be prepared and submitted to the Board of Supervisors and the County Administrative Offices of each County.

4.12 Closed Sessions. The Commission may meet in closed sessions as permitted by applicable law. The Commission shall report actions taken at a closed session to the public as required by applicable law. As required by applicable law, minutes for closed sessions shall be kept in a closed session minute book and will contain only those topics discussed and decisions made at the closed meeting. The closed session minute book shall be maintained as confidential and not be a public record. Access to the closed session minute book shall be limited to Commissioners, the Chief Executive Officer, and the Commission's legal counsel, except as otherwise required by applicable law.

4.13 Public Records. All documents and records of the Commission which are not exempt from disclosure by law shall be public records under California's Public Records Act (California Government Code Section 7920.000 et seq.).

4.14 Adjournment. The Commission may adjourn any meeting to a time and place specified in the resolution or motion of adjournment, notwithstanding less than a quorum may be present and voting. If no members of the Commission are present at regular or adjourned meeting, the Clerk may declare

the meeting adjourned to a stated time and place and shall cause written notice to be given in the same manner as provided for special meetings, unless such notice is waived as provided in Section 4.3 of these Bylaws for special meetings. A copy of the order or notice of adjournment shall be posted as required by applicable law.

4.15 Reports. The Commission shall submit an annual report to the Board of Supervisors and to the County Administrative Offices of each County on or before January 31st of each year. The report shall state the activities, accomplishments, and future goals of the Commission.

4.16 Progress Reports. The Board of Supervisors from any County may direct the Commission at any time to submit progress reports and recommendations.

4.17 Communications with the Public. Public participation in Commission meetings shall be allowed as follows:

4.17.1 An opportunity for members of the public to directly address the Commission on any item on the agenda of interest to the public shall be provided before or during the Commission's consideration of the item.

4.17.2 In addition, the agenda will provide for public oral communications on items not on the agenda which are within the subject matter jurisdiction of the Commission at the beginning of each regular meeting agenda.

4.17.3 The Chairperson of the Commission may establish reasonable limits on the amount of time allotted to each speaker on a particular item, and the Commission may establish reasonable limits on the total amount of time allotted for public testimony on a particular item or the total amount of time allotted for community oral communications. When further discussion is required, the Commission may vote to allot time in the agenda of the following meeting.

ARTICLE V. COMMITTEES

5.1 Appointment. The Commission may create standing and ad hoc committees and appoint members to those committees. Only Commissioners may serve on the committees, but all committees must be composed of less than a quorum of voting Commissioners. The Commission may designate one (1) or more alternates for the committees to serve during any absences.

5.2 Authority. All committees are advisory only.

5.3 Meetings. Regular meetings of committees shall be held at times and places determined by resolution or motion of the Commission. Special meetings may be held at any time and place as designated by Chairperson, Chief Executive Officer or a majority of members on the committee. A majority of the appointed members of a committee shall constitute a quorum.

5.4 Notice and Agenda. All committees shall comply with the notice and agenda requirements otherwise applicable to the Commission in these bylaws, except for committees composed solely of less than a quorum of the members of the Commission which are not standing committees of the Commission with either a continuing subject matter jurisdiction or a meeting schedule fixed by resolution or other formal action of the Commission.

5.5 Minutes. The Clerk of the Commission or designated individual shall prepare the minutes of each meeting of the committees of the Commission. The minutes shall be an accurate summary of the committee's consideration of each item on the agenda and an accurate record of each action taken by the committee. At a subsequent meeting, the Clerk or designated individual shall submit the minutes to the Commission for approval by a majority vote of the Commissioners in attendance at the meeting covered by the minutes. Once approved, copies of minutes shall be forwarded to the Commissioners and to the Chief Executive Officer.

5.6 Open and Public. Meetings of standing committees shall be open and public.

ARTICLE VI. ADVISORY GROUPS

6.1 Purpose. The Commission may establish Advisory Groups and committees of Advisory Groups composed of at least one Commissioner and beneficiaries, representatives of beneficiaries, and/or providers. The Advisory group provides review and recommendations on policies and procedures considered by the Commission, and to the extent deemed appropriate by the Commission, shall participate in the Commission's consideration of policies and procedures prior to their adoption.

6.2 Member Services Advisory Group.

6.2.1 The Commission shall establish a Member Services Advisory Group consistent with the criteria set forth in this Article.

6.2.2 The Member Services Advisory Group shall serve as an avenue for public policy participation and shall meet at least quarterly.

6.2.3 The Member Services Advisory Group shall include representatives from the population for whom the Commission is responsible for the provision of health care services as describe in Article I.

6.3 Authority. Advisory groups shall be considered advisory by nature.

6.4 Composition. Advisory Group categories shall be decided by

the Commission.

6.5 Selection.

6.5.1 The number of members to an Advisory Group shall be limited to a specific number as deemed appropriate by the Commission.

6.5.2 The Commission shall consider all nominations to Advisory Groups from members of the public and from Commissioners.

6.5.3 Members to an Advisory Group shall be appointed by a majority vote of the Commission.

6.6 Appointment. Advisory Group members shall serve one (1) year terms at the end of which the Commission shall vote on Advisory Group membership.

6.7 Officers. The Advisory Group members shall select a Chairperson and a Vice-Chairperson.

6.8 Conduct of Proceedings. The provisions of Article IV of these Bylaws pertaining to regular and special meetings of the Commission shall apply equally to such meetings of the Advisory Groups, all references to the "Commission", "Commissioners" and "Clerk" shall be deemed to mean the "Advisory Groups", the "members of the Advisory Groups" and the "secretary of the Advisory Groups", respectively.

ARTICLE VII. EXECUTION OF DOCUMENTS

7.1 Contracts and Instruments. The Commission may either by motion or by resolution authorize any officer(s), agent(s) or employee(s) to enter into or execute any contract in the name of and on behalf of the Commission. The authority given may be general or confined to specific instances. And unless authorized or ratified by the Commission, no officer, agent or employee shall have the power or authority to bind the Commission by any contract or to render it liable for any purpose or for any amount.

7.2 Checks, Drafts, Evidence of Indebtedness. All checks, drafts or other orders for payment of money on behalf of or payment to the Commission shall be signed or endorsed by such persons as determined by either motion or resolution of the Commission.

ARTICLE VIII. CONFLICT OF INTEREST POLICY

8.1 Adoption. The Commission shall by resolution or motion adopt and may amend a Conflict of Interest Code for the Commission as required by applicable law.

8.2 Definition. A member of the Commission shall not be deemed to be financially interested in a contract entered into by the Commission (within the meaning of Government Code Section 1090 et seq.) if all the following apply, as specified in Welfare and Institutions Code section 14087.57:

1) The Board appointed the member to represent the interests of physicians, health care practitioners, hospitals, pharmacies, or other health care organizations.

2) The contract authorizes the Commissioner or the organization the Commissioner represents to provide services to Medi-Cal beneficiaries under the Commission's program.

3) The contract contains substantially the same terms and conditions as contracts entered into with other individuals or organizations that the Commissioner was appointed to represent.

4) The Commissioner does not influence or attempt to influence the Commission or other Commissioners to enter into a contract in which the Commissioner is interested.

5) The member discloses the interest to the Commission and abstains from voting on the contract.

6) The Commission notes the Commissioner's disclosure and abstention in its official records and authorizes the contract in good faith by a vote of the majority of the Commission without counting the vote of the interested member.

ARTICLE IX. CHIEF EXECUTIVE OFFICER

9.1 Appointment and Tenure. The Chief Executive Officer shall be the Commission's direct executive representative in managing the affairs and activities of the Commission. The Chief Executive Officer shall serve at the pleasure of the Commission subject to any provisions in an employment contract between the Chief Executive Officer and Commission.

9.2 Duties.

9.2.1 The Chief Executive Officer shall be responsible for, and have the necessary authority to, carry out the policies, procedures and practices of the Commission.

9.2.2 The Chief Executive Officer shall act as representative of the Commission in all matters that the Commission has not authorized someone else to do.

9.2.3 The Chief Executive Officer shall appoint a Chief Financial Officer who shall be an employee of the Commission. The Chief Executive Officer may also appoint other employees in executive, administrative and management positions for the Commission. All personnel shall serve at the pleasure of the Chief Executive Officer subject to any personnel policies adopted by the Commission.

ARTICLE X. MISCELLANEOUS PROCEDURES, PRACTICES AND POLICIES, INSURANCE, BONDS

10.1 Purchasing, Hiring, Personnel. The Commission shall adopt either by motion or by resolution, and may amend procedures, practices and policies for purchasing and acquiring the use of equipment and supplies, acquiring, constructing and leasing real property, and improvements, hiring employees, managing personnel, and for all other matters as deemed appropriate. These policies shall be kept with the minutes of the proceedings of the Commission.

10.2 Enforcement. Subject to authority of Commission, the Chief Executive Officer shall implement all procedures, practices and policies adopted by the Commission.

ARTICLE XI. AMENDMENT OF BYLAWS

These Bylaws may be amended only by a motion or resolution of the Commission at any meeting of the Commission, with subsequent approval by the Board of Supervisors of each respective County. Notice of such proposed amendment shall be given in the manner prescribed in Section 4.3 for notices of special meetings of the Commission.

CERTIFICATE OF CHAIRPERSON

I, the undersigned, do hereby certify:

That I am the duly elected and acting Chairperson of the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a local public agency and political subdivision of the State of California; and

That the foregoing Bylaws, comprising 24 pages, including this page, constitute the Bylaws of the Commission, as duly adopted by the Commission at a regular meeting, duly called and held on the _____ day of _____, 2023, at _____, California.

_____

Chairperson of the Commission

BYLAWS
OF THE SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-11

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Approve Second Amendment to Agreement with Native Solutions Family Guidance Center Increasing the Amount by $50,000 for a New Amount of $90,000 for Child Welfare Supportive Services and TRADE Sober Living Home Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to Agreement with Native Solutions Family Guidance Center Increasing the Amount by $50,000 for a New Amount of $90,000 for Child Welfare Supportive Services and TRADE Sober Living Home Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Native Solutions Family Guidance Center (NSFGC) provides supervised visitations, substance abuse screenings, and court-ordered classes for families, parents, and children/youth that are referred by the Child Welfare unit within Mariposa County Health and Human Services Agency (HHSA). NSFGC's TRADE Sober Living home provides a sober-living environment for individuals and families. The current agreement has a three-year term that began on July 1, 2023, and occurs through June 30, 2026. Due to the greater than anticipated demand, HHSA requests an increase in the amount to ensure uninterrupted payments and continuity in services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with NSFGC for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of this amendment creates the risk of HHSA being unable to obtain a suitable provider of the required services.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Native Solutions Family Guidance 2024 - CAO 07.25.2023-EXECUTED**
2. **Native Solutions Agreement 2024 A02**
3. **Native Solutions 2024 A01 - Res. CAO 10.24.2023-EXECUTED (A01)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** July 24, 2023

From: ContractsHHSA (BA) **Agreement with:** Native Solutions Family Guidance Center

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ■ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ■ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ■ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Lisa Parker, Executive Director
(Name of person signing the agreement and their title)

Vendor Email: lisa@nativesolutionscenter.com
(Email of signee)

For: Inpatient
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 7/1/20023 - 6/30/2024
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? Yes ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? Yes ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000 -*** Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

■ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ $ 40,000 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

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AGREEMENT FOR CHILD WELFARE SUPPORTIVE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of July, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Native Solutions Family Guidance Center hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform child welfare supportive services as described in Exhibit A, "Scope of Work," and Exhibit B, "TRADE Sober Living," which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $40,000 as set forth in Exhibit C, "Cost Proposal," and Exhibit D, "DUI Fees," which are attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and 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: 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 limits no less than $500,000 per accident for bodily injury and property damage.

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(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to 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 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

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(7) Verification of Coverage: Contractor shall furnish County with 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) 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.

(9) 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.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Native Solutions
P.O. Box 543
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

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color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibits C and D.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibits C and D.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

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17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the

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same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

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29. WARRANTY

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

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

DocuSigned by:
Jay D Kimble
2E01D0C6E7564A5...

Jay D. Kimble
County Administrative Officer

CONTRACTOR

DocuSigned by:
Lisa Parker
60F64EFGDC58496...

Lisa Parker, Executive Director
Native Solutions Family Guidance Center

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Native Solutions Family Guidance Center (NSFGC) will provide supervised visitations, substance abuse screenings, and court ordered classes, for families, parents, and children/youth that are referred by Mariposa County Child Welfare.

Native Solutions Family Guidance Center will:

1. Provide supportive services to Mariposa County Child Welfare which includes:
    a. Provide a safe and neutral place for parent-child(ren) visitation.
    b. Provide trained visitation monitors to observe the parent-child(ren) visits.
    c. Provide visit documentation to Mariposa County Health & Human Services Agency (HHSA), Child Welfare branch.
    d. Provide drug screenings as required by case plans.
    e. Provide the following classes:
        i. Batterers Intervention Program
        ii. Parenting Class
        iii. Anger Management
        iv. Child Endangerment
    f. Transportation for pick up and drop off clients and off-site visitations

2. Provide HHSA with the description of the program and services to be provided.
3. Provide needed information to HHSA so that HHSA can record and relay information to the court as needed.
4. Provide all materials necessary for the classes above (1e).
5. Provide video access for the supervised visits.
6. Provide progress reports to HHSA on the services and classes that clients are attending monthly.
7. Provide all training for NSFGC staff regarding facilitating visitations and course instruction.
8. Submit detailed invoices and receipts of exact costs requesting payment to HHSA.
a. Included with the monthly invoice will be a detailed report outlining services provided during the invoice month, summary of expenses, and receipts.
9. Submit all invoices for the program monthly, with the last invoice submitted no later than July 10, 2023.

Mariposa County Health and Human Services Agency will:
1. Provide list of parents/children/youth in need of services.
2. Complete referral packet, release of information, and other supporting documents (i.e. case plan, court orders) for participation in services.
3. Enter related services into CWS/CMS database for Federal and State Outcomes.

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Exhibit B
TRADE SOBER LIVING

Description of Services TRADE Sober Living home will provide sober living environment(s) for individuals and families for Mariposa County Health and Human Services, Child Welfare branch. The Services provided to participants/families will include.

- Room and board
- Clean and sober living family oriented residential home(s) CONTRACTOR will ensure the housing be secure, safe and alcohol and drug free
- Peer counseling
- Family support
- Referrals to community partners
- Drug Court support
- AA Meetings
- 12 Step Study and/or other recovery supports that promote a sober living and recovery environment.
- Spiritual recovery
- Life skills training and support (will include children in age-appropriate/ family activities and support)
- Anger management classes
- Parenting classes
- Family engagement and support
- Hygiene needs
- Transportation to Mariposa twice per week
- Employment and education support (including children)
- An opportunity to learn job skills in various fields.
- Coordination of care with Probation and MCBHRS

CONTRACTOR will:

- Only accept county placements utilizing the County Referral process and official placement letter
- Ensure that services are provided to beneficiaries of the COUNTY which follow the laws of the State of California and in accordance with the rules and regulations of relevant Federal Regulations
- Provide the COUNTY with reports and documentation as requested within two weeks of request.
- Meet with CWS no less than one time monthly for contract monitoring and programmatic progress.
- For each county placement, provide a monthly progress report to CWS Team.
- Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and 13 ensure coordination of continuing services. County will make available a team meeting within seven days of the request date of all persons served under this agreement.

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Exhibit C
COST PROPOSAL

Classes:

Batterers intervention:
- $60 orientation cost
- $30 per course (includes materials) @ 52 weeks

Parenting Class
- 12, 24, or 36 week programs
  - Child/Youth age appropriate for parents – 24 weeks
    - $30 per session + orientation fee
  - Co-parent (Team Parent) class – 12 week program
    - $35 per session + orientation fee
  - Parent (management, calendaring, abuse, etc.) - 36 weeks
    - $30 per session + orientation fee
- Orientation $60

Anger Management
- $30 per session
- 12 weeks
- Orientation $60

Child Endangerment
- 52 week course
- Parents must pay out of their own pocket / HHSA can reimburse parents
- $30 per week
- Orientation $60

Other Services:

Supervised Visits
- Orientation $60 per parent
- $45 hourly for first child plus $5 per child after
- Holidays $25 flat fee in addition to hourly rate
- Offsite:
  - $60 + $5 per child

Therapeutic Supervised Visitation
$60.00 Orientation per parent
$125.00 Hourly with an LCSW / Accredited Associate

Mileage for Visits
- Transportation mileage at Federal per diem rate
- Visitation rate to begin at time of departure of office and end at office location

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Parent/Child Exchange program
· $25 per parent

Drug Testing
-$30 per test(Rapid 14 panel urine test)
-$35 for Oral (Rapid 14 Panel)
-$20 for breathalyzer
-$45 for hair follicle

QUEST Fess per test: Urine drug screen/collection fees:
• $37.00 à per drug we need to confirm (MTD, OPI, OXY, AMP/METH, COC, THC, BARB, BENZO, MDMA, PCP, PPX)
• $49.95 → per drug we need to confirm (buprenorphine, TCA) Hair follicle testing/collection fees:
• $38.25 → 5 panel + oxycodone/oxymorphone (37001N)

Emergency Services
(Any service requested by HHSA/CWS with less than a 24-hour notice, without a prior referral or appointment) $ 50 flat fee plus cost of requested service (this includes but is not limited to visitations, drug testing, exchanges, transportation, orientations, classes)

Other Services
· $45 for use of space and equipment to attend Court, CFTM or other virtual meetings.

SUD rate $45.00 hourly.

Assessment $125.00

<u>TRADE Sober Living</u>

TRADE Sober Living, inclusive of all services outlined in Exhibit C will be paid per bed for individuals or by room for families utilized by HHSA/CWS clients. A monthly fee 14 will be paid to TRADE Sober Living of $2,250 per person/individual/bed and $3,500 for a family (4 or less people)/room. Families with more than 4 will be given an additional fee of $300 per person. If a family has more than 6 people then a second room must be utilized, and the $3,500 room fee will be assessed for the second room. When appropriate and clients do not receive services for an entire month, a prorated daily amount will be assessed based on the individual or family's total room or bed fee divided by the number of days in that month. (For example, a family of 5’s room fee is $3,800 they utilized TRADE services for a total of 11 days in July. $3,800/31=$122.58. $122.58 would equal the daily fee. 11 days of service x $122.58=$1,348.38. $1,348.38 which would be the total amount of fees assessed for the family in July.

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Exhibit D
DUI Fees

Please see Attachment-DUI Fees on the next page for specific information related to the DUI program.

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NATIVE SOLUTIONS DUI PROGRAM

Unit of Service Cost effective 07/01/2022

Wet Reckless, First and Multiple Offender Drinking Driver Programs

TYPE OF SERVICE	Wet Reckless	3-Month FOP	6-Month FOP	9-Month FOP		18-Month MOP	Reduced Fee
Orientation/Intake	$95.00	$95.00	$95.00	$95.00		$95.00	$5.00
Assessment	$112.00	$112.00	$112.00	$112.00		$112.00	
Face-to-Face Sessions	0	$80.00	$200.00	$320.00		$1000.00	
Group Sessions	0	$360.00	$640.00	$960.00		$1040.00	
Education Sessions	$510.00	$510.00	$510.00	$510.00		$510.00	
Aftercare Sessions	0					$228.00	
Exit Interview	0	$38.00	$38.00	$38.00		$38.00	
Absence	$10.00	$10.00	$10.00	$10.00		$10.00	10.00
Transfer	$35.00	$35.00	$35.00	$35.00		$35.00	0
Returned Check	$25.00	$25.00	$25.00	$25.00		$25.00	0
Reinstatement	$75.00	$75.00	$75.00	$75.00		$75.00	0
Leave of Absence	$25.00	$25.00	$25.00	$25.00		$25.00	0
Duplicate DL-101	$12.00	$12.00	$12.00	$12.00		$12.00	0
Late Payment	$10.00	$10.00	$10.00	$10.00		$10.00	0
State Fee	$17.00	$17.00	$17.00	$17.00		$10.00	0
County Fee	$27.00	$27.00	$27.00	$27.00		$27.00	0
TOTAL FEE	$761.00	$1239.00	$1,639.00	$2,079		$3,067	Varies

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10-200-23
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Native Solutions Family Guidance Center
5320 State Hwy 49 North
Suite 5
Mariposa, CA 95338

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N		UDC-4798001-CGL-21	04/15/2023	04/15/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			UDC-4798001-CGL-21	04/15/2023	04/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							CGL HNOA Limit (per occurrence)	$ 500,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

T.R.A.D.E. Sober Living
3991 Silver bar Rd
Mariposa Ca 95338

CERTIFICATE HOLDER

County of Mariposa
5362 Lemee Lane
PO Box 99
Mariposa Ca 95338

CANCELLATION

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICYHOLDER COPY

NF

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

ISSUE DATE: 06/23/2023

GROUP:
POLICY NUMBER: 9297177-2023
CERTIFICATE ID: 2
CERTIFICATE EXPIRES:
04/15/2023
04/15/2023/04/15/2024

COUNTY MARIPOSA
5362 LEMEE LANE
MARIPOSA CA 95338-9556

NF JOB: CLERICAL/VOLUNTEERS
5320 HWY 49 N MARIPOSA CA 95338

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below I or the policy period indicated.

This policy Is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance Is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain the insurance afforded by the poli cy described herein is subject to all the terms exclusions and conditions of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

NOTICE EFFECTIVE 04/15/2023 IS

EMPLOYER

Native Solutions Family Guidance Center
DBA Trade Sober Living
(A CORP. FOR CHARITABLE PURPOSES)
3991 Silver Bar Rd
Mariposa Ca 95338

[P19,HO]

PRINTED 06/23/2023

CREV. 7-2014)

DocuSign

Certificate Of Completion

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Mariposa, CA 95338
Clerk-bos@mariposacounty.org
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Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Dallin Kimble dkimble@mariposacounty.org CAO County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: 2E01D0C6E7564A5... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36	Sent: 7/25/2023 10:47:43 AM Viewed: 7/26/2023 9:01:59 AM Signed: 7/26/2023 9:02:05 AM
Electronic Record and Signature Disclosure: Accepted: 7/26/2023 9:01:59 AM ID: 205ea371-483d-47da-990f-36dc27cac60b		
Lisa Parker lisa@nativesolutionscenter.com Security Level: Email, Account Authentication (None)	DocuSigned by: Lisa Parker 60F64EFCDC58496... Signature Adoption: Pre-selected Style Using IP Address: 76.9.85.217	Sent: 7/26/2023 9:02:07 AM Viewed: 7/26/2023 9:05:53 AM Signed: 7/26/2023 9:06:21 AM
Electronic Record and Signature Disclosure: Accepted: 5/11/2023 5:52:13 PM ID: 94a86681-c782-4ed1-8313-1fea8c7fa22f		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)		Sent: 7/26/2023 9:06:23 AM Viewed: 7/26/2023 9:36:30 AM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	**Status**	**Timestamp**
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Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	7/25/2023 10:17:56 AM
Certified Delivered	Security Checked	7/26/2023 9:36:30 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

SECOND AMENDMENT TO AGREEMENT FOR CHILD WELFARE SUPPORTIVE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CHILD WELFARE SUPPORTIVE SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Native Solutions Family Guidance Center, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 25, 2023, wherein Contractor agreed to provide child welfare supportive services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated October 24, 2023, wherein County and Contractor agreed to extend the term to June 30, 2026; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $50,000 will be added to the original amount of $40,000, making the total compensation paid to Contractor the not to exceed amount of $90,000.

Except as herein amended, the Agreement dated July 25, 2023 and First Amendment dated October 24, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Lisa Parker, Executive Director Native Solutions Family Guidance Center
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

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AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** October 24, 2023

From: ContractsHHSA BA **Agreement with:** Native Solutions Family Guidance Center

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☒ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☐ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Lisa Parker, Executive Director
(Name of person signing the agreement and their title)

Vendor Email: lisa@nativesolutionscenter.com
(Email of signee)

For: Supportive Services & Inpatient
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 7/1/2023 - 6/30/2026
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ☒ **No** ☐
(If Yes, attach copies of all prior amendments, AS WELL AS THE INITIAL AGREEMENT.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ☐ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

☒ $ 40,000 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

DS
C-HHSA

Digital Signatures Authorized (Res. 20-456): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22;
Purchasing Policy Authorized (Res.22-462): 08-16-2022
Form Revision Date: 10-16-23

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FIRST AMENDMENT TO AGREEMENT FOR CHILD WELFARE SUPPORTIVE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CHILD WELFARE SUPPORTIVE SERVICES, is made and entered into this 24th day of October 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Native Solutions Family Guidance Center, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 25, 2023, wherein Contractor agreed to provide child welfare supportive services; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2026.

Except as herein amended, the Agreement dated July 25, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

DocuSigned by:
Jay D Kimble
2E01D0C6E7564A5...

Jay D. Kimble
County Administrative Officer

CONTRACTOR

DocuSigned by:
Lisa Parker
60F64EFCDC58496...

Lisa Parker, Executive Director
Native Solutions Family Guidance Center

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Last Revised: 1/17/2023

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AGREEMENT FOR CHILD WELFARE SUPPORTIVE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of July, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Native Solutions Family Guidance Center hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform child welfare supportive services as described in Exhibit A, "Scope of Work," and Exhibit B, "TRADE Sober Living," which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $40,000 as set forth in Exhibit C, "Cost Proposal," and Exhibit D, "DUI Fees," which are attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and 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: 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 limits no less than $500,000 per accident for bodily injury and property damage.

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(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to 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 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

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(7) Verification of Coverage: Contractor shall furnish County with 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) 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.

(9) 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.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Native Solutions
P.O. Box 543
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

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color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibits C and D.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibits C and D.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

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17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the

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same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

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29. WARRANTY

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

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

DocuSigned by:
Jay D Kimble
2E01D0C6E7564A5...

Jay D. Kimble
County Administrative Officer

CONTRACTOR

DocuSigned by:
Lisa Parker
60F64EFCDC58496...

Lisa Parker, Executive Director
Native Solutions Family Guidance Center

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Native Solutions Family Guidance Center (NSFGC) will provide supervised visitations, substance abuse screenings, and court ordered classes, for families, parents, and children/youth that are referred by Mariposa County Child Welfare.

Native Solutions Family Guidance Center will:

1. Provide supportive services to Mariposa County Child Welfare which includes:
    a. Provide a safe and neutral place for parent-child(ren) visitation.
    b. Provide trained visitation monitors to observe the parent-child(ren) visits.
    c. Provide visit documentation to Mariposa County Health & Human Services Agency (HHSA), Child Welfare branch.
    d. Provide drug screenings as required by case plans.
    e. Provide the following classes:
        i. Batterers Intervention Program
        ii. Parenting Class
        iii. Anger Management
        iv. Child Endangerment
    f. Transportation for pick up and drop off clients and off-site visitations

2. Provide HHSA with the description of the program and services to be provided.
3. Provide needed information to HHSA so that HHSA can record and relay information to the court as needed.
4. Provide all materials necessary for the classes above (1e).
5. Provide video access for the supervised visits.
6. Provide progress reports to HHSA on the services and classes that clients are attending monthly.
7. Provide all training for NSFGC staff regarding facilitating visitations and course instruction.
8. Submit detailed invoices and receipts of exact costs requesting payment to HHSA.
a. Included with the monthly invoice will be a detailed report outlining services provided during the invoice month, summary of expenses, and receipts.
9. Submit all invoices for the program monthly, with the last invoice submitted no later than July 10, 2023.

Mariposa County Health and Human Services Agency will:
1. Provide list of parents/children/youth in need of services.
2. Complete referral packet, release of information, and other supporting documents (i.e. case plan, court orders) for participation in services.
3. Enter related services into CWS/CMS database for Federal and State Outcomes.

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Exhibit B
TRADE SOBER LIVING

Description of Services TRADE Sober Living home will provide sober living environment(s) for individuals and families for Mariposa County Health and Human Services, Child Welfare branch. The Services provided to participants/families will include.

- Room and board
- Clean and sober living family oriented residential home(s) CONTRACTOR will ensure the housing be secure, safe and alcohol and drug free
- Peer counseling
- Family support
- Referrals to community partners
- Drug Court support
- AA Meetings
- 12 Step Study and/or other recovery supports that promote a sober living and recovery environment.
- Spiritual recovery
- Life skills training and support (will include children in age-appropriate/ family activities and support)
- Anger management classes
- Parenting classes
- Family engagement and support
- Hygiene needs
- Transportation to Mariposa twice per week
- Employment and education support (including children)
- An opportunity to learn job skills in various fields.
- Coordination of care with Probation and MCBHRS

CONTRACTOR will:

- Only accept county placements utilizing the County Referral process and official placement letter
- Ensure that services are provided to beneficiaries of the COUNTY which follow the laws of the State of California and in accordance with the rules and regulations of relevant Federal Regulations
- Provide the COUNTY with reports and documentation as requested within two weeks of request.
- Meet with CWS no less than one time monthly for contract monitoring and programmatic progress.
- For each county placement, provide a monthly progress report to CWS Team.
- Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and 13 ensure coordination of continuing services. County will make available a team meeting within seven days of the request date of all persons served under this agreement.

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Exhibit C
COST PROPOSAL

Classes:

Batterers intervention:
- $60 orientation cost
- $30 per course (includes materials) @ 52 weeks

Parenting Class
- 12, 24, or 36 week programs
  - Child/Youth age appropriate for parents – 24 weeks
    - § $30 per session + orientation fee
  - Co-parent (Team Parent) class – 12 week program
    - § $35 per session + orientation fee
  - Parent (management, calendaring, abuse, etc.) - 36 weeks
    - § $30 per session + orientation fee
- Orientation $60

Anger Management
- $30 per session
- 12 weeks
- Orientation $60

Child Endangerment
- 52 week course
- Parents must pay out of their own pocket / HHSA can reimburse parents
- $30 per week
- Orientation $60

Other Services:

Supervised Visits
- Orientation $60 per parent
- $45 hourly for first child plus $5 per child after
- Holidays $25 flat fee in addition to hourly rate
- Offsite:
  - $60 + $5 per child

Therapeutic Supervised Visitation
$60.00 Orientation per parent
$125.00 Hourly with an LCSW / Accredited Associate

Mileage for Visits
- Transportation mileage at Federal per diem rate
- Visitation rate to begin at time of departure of office and end at office location

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Parent/Child Exchange program
· $25 per parent

Drug Testing
-$30 per test(Rapid 14 panel urine test)
-$35 for Oral (Rapid 14 Panel)
-$20 for breathalyzer
-$45 for hair follicle

QUEST Fess per test: Urine drug screen/collection fees:
• $37.00 à per drug we need to confirm (MTD, OPI, OXY, AMP/METH, COC, THC, BARB, BENZO, MDMA, PCP, PPX)
• $49.95 → per drug we need to confirm (buprenorphine, TCA) Hair follicle testing/collection fees:
• $38.25 → 5 panel + oxycodone/oxymorphone (37001N)

Emergency Services
(Any service requested by HHSA/CWS with less than a 24-hour notice, without a prior referral or appointment) $ 50 flat fee plus cost of requested service (this includes but is not limited to visitations, drug testing, exchanges, transportation, orientations, classes)

Other Services
· $45 for use of space and equipment to attend Court, CFTM or other virtual meetings.

SUD rate $45.00 hourly.

Assessment $125.00

TRADE Sober Living

TRADE Sober Living, inclusive of all services outlined in Exhibit C will be paid per bed for individuals or by room for families utilized by HHSA/CWS clients. A monthly fee 14 will be paid to TRADE Sober Living of $2,250 per person/individual/bed and $3,500 for a family (4 or less people)/room. Families with more than 4 will be given an additional fee of $300 per person. If a family has more than 6 people then a second room must be utilized, and the $3,500 room fee will be assessed for the second room. When appropriate and clients do not receive services for an entire month, a prorated daily amount will be assessed based on the individual or family's total room or bed fee divided by the number of days in that month. (For example, a family of 5’s room fee is $3,800 they utilized TRADE services for a total of 11 days in July. $3,800/31=$122.58. $122.58 would equal the daily fee. 11 days of service x $122.58=$1,348.38. $1,348.38 which would be the total amount of fees assessed for the family in July.

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Exhibit D
DUI Fees

Please see Attachment-DUI Fees on the next page for specific information related to the DUI program.

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NATIVE SOLUTIONS DUI PROGRAM

Unit of Service Cost effective 07/01/2022

Wet Reckless, First and Multiple Offender Drinking Driver Programs

TYPE OF SERVICE	Wet Reckless	3-Month FOP	6-Month FOP	9-Month FOP		18-Month MOP	Reduced Fee
Orientation/Intake	$95.00	$95.00	$95.00	$95.00		$95.00	$5.00
Assessment	$112.00	$112.00	$112.00	$112.00		$112.00	
Face-to-Face Sessions	0	$80.00	$200.00	$320.00		$1000.00	
Group Sessions	0	$360.00	$640.00	$960.00		$1040.00	
Education Sessions	$510.00	$510.00	$510.00	$510.00		$510.00	
Aftercare Sessions	0					$228.00	
Exit Interview	0	$38.00	$38.00	$38.00		$38.00	
Absence	$10.00	$10.00	$10.00	$10.00		$10.00	10.00
Transfer	$35.00	$35.00	$35.00	$35.00		$35.00	0
Returned Check	$25.00	$25.00	$25.00	$25.00		$25.00	0
Reinstatement	$75.00	$75.00	$75.00	$75.00		$75.00	0
Leave of Absence	$25.00	$25.00	$25.00	$25.00		$25.00	0
Duplicate DL-101	$12.00	$12.00	$12.00	$12.00		$12.00	0
Late Payment	$10.00	$10.00	$10.00	$10.00		$10.00	0
State Fee	$17.00	$17.00	$17.00	$17.00		$10.00	0
County Fee	$27.00	$27.00	$27.00	$27.00		$27.00	0
TOTAL FEE	$761.00	$1239.00	$1,639.00	$2,079		$3,067	Varies

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10-200-23
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Native Solutions Family Guidance Center
5320 State Hwy 49 North
Suite 5
Mariposa, CA 95338

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY | PRO-JECT | LOC OTHER:	N		UDC-4798001-CGL-21	04/15/2023	04/15/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY | SCHEDULED AUTOS X HIRED AUTOS ONLY | X NON-OWNED AUTOS ONLY			UDC-4798001-CGL-21	04/15/2023	04/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							CGL HNOA Limit (per occurrence)	$ 500,000
	UMBRELLA LIAB | OCCUR EXCESS LIAB | CLAIMS-MADE DED | RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE | OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

T.R.A.D.E. Sober Living
3991 Silver bar Rd
Mariposa Ca 95338

CERTIFICATE HOLDER

County of Mariposa
5362 Lemee Lane
PO Box 99
Mariposa Ca 95338

CANCELLATION

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICYHOLDER COPY

NF

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

ISSUE DATE: 06/23/2023

GROUP:
POLICY NUMBER: 9297177-2023
CERTIFICATE ID: 2
CERTIFICATE EXPIRES:
04/15/2023
04/15/2023/04/15/2024

COUNTY MARIPOSA
5362 LEMEE LANE
MARIPOSA CA 95338-9556

NF JOB: CLERICAL/VOLUNTEERS
5320 HWY 49 N MARIPOSA CA 95338

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below I or the policy period indicated.

This policy Is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance Is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain the insurance afforded by the poli cy described herein is subject to all the terms exclusions and conditions of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

NOTICE EFFECTIVE 04/15/2023 IS

EMPLOYER

Native Solutions Family Guidance Center
DBA Trade Sober Living
(A CORP. FOR CHARITABLE PURPOSES)
3991 Silver Bar Rd
Mariposa Ca 95338

[P19,HO]

PRINTED 06/23/2023

CREV. 7-2014)

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Certificate Of Completion

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Source Envelope:
Document Pages: 17
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

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Status: Original
7/25/2023 10:14:43 AM
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Location: DocuSign

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/25/2023 10:17:56 AM Viewed: 7/25/2023 10:47:31 AM Signed: 7/25/2023 10:47:41 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Dallin Kimble dkimble@mariposacounty.org CAO County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: 2E01D0C6E7564A5... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36	Sent: 7/25/2023 10:47:43 AM Viewed: 7/26/2023 9:01:59 AM Signed: 7/26/2023 9:02:05 AM
Electronic Record and Signature Disclosure: Accepted: 7/26/2023 9:01:59 AM ID: 205ea371-483d-47da-990f-36dc27cac60b		
Lisa Parker lisa@nativesolutionscenter.com Security Level: Email, Account Authentication (None)	DocuSigned by: Lisa Parker 60F64EFCDC58496... Signature Adoption: Pre-selected Style Using IP Address: 76.9.85.217	Sent: 7/26/2023 9:02:07 AM Viewed: 7/26/2023 9:05:53 AM Signed: 7/26/2023 9:06:21 AM
Electronic Record and Signature Disclosure: Accepted: 5/11/2023 5:52:13 PM ID: 94a86681-c782-4ed1-8313-1fea8c7fa22f		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)		Sent: 7/26/2023 9:06:23 AM Viewed: 7/26/2023 9:36:30 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	7/25/2023 10:17:56 AM
Certified Delivered	Security Checked	7/26/2023 9:36:30 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

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Source Envelope:
Document Pages: 23
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
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Dallin Kimble dkimble@mariposacounty.org CAO County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: 2E01D0C6E7564A5... Signature Adoption: Drawn on Device Using IP Address: 12.222.71.85 Signed using mobile	Sent: 10/24/2023 10:43:55 AM Resent: 10/25/2023 8:25:54 AM Resent: 10/25/2023 8:26:30 AM Viewed: 10/25/2023 4:24:03 PM Signed: 10/25/2023 4:24:17 PM
Electronic Record and Signature Disclosure: Accepted: 10/25/2023 4:24:03 PM ID: 62ef130a-eedb-4450-b7a8-d28406b16f5f		
Lisa Parker lisa@nativesolutionscenter.com Security Level: Email, Account Authentication (None)	DocuSigned by: Lisa Parker 60F64EFCDC58496... Signature Adoption: Pre-selected Style Using IP Address: 76.9.67.153	Sent: 10/25/2023 4:24:18 PM Viewed: 10/25/2023 4:25:04 PM Signed: 10/25/2023 4:25:17 PM
Electronic Record and Signature Disclosure: Accepted: 5/11/2023 5:52:13 PM ID: 94a86681-c782-4ed1-8313-1fea8c7fa22f		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	DS C-HHSA Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/25/2023 4:25:18 PM Viewed: 10/25/2023 4:27:29 PM Signed: 10/25/2023 4:27:47 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	10/24/2023 10:24:38 AM
Certified Delivered	Security Checked	10/25/2023 4:27:29 PM
Signing Complete	Security Checked	10/25/2023 4:27:47 PM
Completed	Security Checked	10/25/2023 4:27:47 PM
Payment Events	**Status**	**Timestamps**
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Consequences of changing your mind

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All notices and disclosures will be sent to you electronically

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How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-12

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Approve an Agreement with the California Health and Human Services Agency (HHS) for Data Sharing and Information Exchange; and Authorize the Director of Health and Human Services Agency to Register in the Portal and Sign the Agreement.

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Health and Human Services Agency (HHS) for Data Sharing and Information Exchange; and Authorize the Director of Health and Human Services Agency to Register in the Portal and Sign the Agreement.

California Health and Safety Code § 130290 was enacted in 2021 and establishes the creation of the California Health and Human Services Data Exchange Framework and requires certain data sharing among entities as set forth in California Health and Safety Code § 130290(f) on or before January 31, 2024. California Health and Safety Code § 130290 also provides for the California Health and Human Services Agency to encourage the inclusion of county health, public benefit, and social services as part of the Data Exchange Framework. The framework includes this single data-sharing agreement and a set of common policies and procedures. Due to the requirement for agreement approval through the website portal only, staff requests that the Board of Supervisors authorize and direct the Director of Health and Human Services Agency to register on the portal and sign the agreement.

This Agreement is intended to facilitate data exchange between HHS and the County of Mariposa in compliance with all applicable federal, state, and local laws, regulations, and policies. This Agreement sets forth a common set of terms, conditions, and obligations to support secure real-time access to, or exchange of, Health and Social Services Information (as defined below) between and among both parties. Nothing in this Agreement is intended to replace or supersede any existing or future agreement between or among two or more parties that provides for more extensive data exchange than that required under this Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with HHS for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of this agreement creates the risk of non-compliance with state regulations for information exchange.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **CalHHS_DSA_Final**
2. **CalHHS-DxF-Glossary_Final**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

California Health and Human Services Data Exchange Framework: Single Data Sharing Agreement

Last Updated: November 3, 2022

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1. PARTIES

(a) This Single Data Sharing Agreement is made between the Participants (defined below) who are required to or elect to exchange Health and Social Services Information (defined below) within the State of California in accordance with this Agreement (defined below).

2. PURPOSE AND INTENT

(a) California Health and Safety Code § 130290 was enacted in 2021 and establishes the creation of the California Health and Human Services Data Exchange Framework and requires certain data sharing among entities as set forth in California Health and Safety Code § 130290(f) on or before January 31, 2024. California Health and Safety Code § 130290 also provides for the California Health and Human Services Agency to encourage the inclusion of county health, public benefit, and social services as part of the Data Exchange Framework. The framework includes this single data sharing agreement and a set of common policies and procedures.

(b) This Agreement is intended to facilitate data exchange between the Participants in compliance with all applicable federal, state, and local laws, regulations, and policies. This Agreement sets forth a common set of terms, conditions, and obligations to support secure real-time access to, or exchange of, Health and Social Services Information (as defined below) between and among the Participants. Nothing in this Agreement is intended to replace or supersede any existing or future agreement between or among two or more Participants that provides for more extensive data exchange than that required under this Agreement.

(c) This Agreement is not intended nor designed to: (i) mandate or require a specific technology; (ii) create a single entity that exchanges Health and Social Services Information; or (iii) create a single repository of data.

3. DEFINITIONS

"Agreement" shall mean this Data Sharing Agreement, the Policies and Procedures and the Specifications.

"Applicable Law" shall mean all federal, state, local, or tribal laws and regulations then in effect and applicable to the subject matter herein. For the avoidance of doubt, federal government entities are only subject to federal law.

"Authorization" shall have the meaning and include the requirements set forth at 45 CFR § 164.508 of the HIPAA Regulations and at Cal. Civ. Code § 56.05. The term shall include all requirements for obtaining consent to disclose confidential substance abuse disorder treatment records as set forth in 42 C.F.R. Part 2, when applicable, and shall include any additional requirements under Applicable Law to disclose PHI or PII.

"Breach" shall mean the unauthorized acquisition, access, disclosure, or use of Health and Social Services Information as set forth in the Policies and Procedures.

"**Confidential Participant Information**" shall mean proprietary or confidential materials or information of a Participant in any medium or format that a Participant labels as such upon disclosure or that given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. Notwithstanding any label to the contrary, Confidential Participant Information does not

include any information which is or becomes known publicly through no fault of the party to which such information is disclosed (a "**Receiving Party**"); is learned of by a Receiving Party from a third party entitled to disclose it; is already known to a Receiving Party before receipt from the disclosing Participant as documented by the Receiving Party's written records; or is independently developed by a Receiving Party without reference to, reliance on, or use of the disclosing Participant's Confidential Participant Information.

"**Covered Entity**" shall have the meaning set forth at 45 C.F.R. § 160.103 and shall also include the following as these terms are defined in California Civil Code § 56.05: "provider of health care," "health care service plan," and "licensed health care professional."

"**Effective Date**" shall mean January 31, 2023.

"**Governance Entity**" shall mean the entity within the California Health and Human Services Agency established to oversee the California Data Exchange Framework, the Framework's Data Sharing Agreement and its Policies and Procedures.

"**Governmental Participants**" shall mean those Participants that are local (e.g. municipalities, counties), state, tribal, or federal entities.

"**Health and Social Services Information**" shall mean any and all information received, stored, processed, generated, used, transferred, disclosed, made accessible, or shared pursuant to this Agreement, including but not limited to: (a) Data Elements as set forth in the applicable Policy and Procedure; (b) information related to the provision of health care services, including but not limited to PHI; and (c) information related to the provision of social services. Health and Social Services Information may include PHI, PII, de-identified data (as defined in the HIPAA Regulations at 45 C.F.R. § 164.514), anonymized data, pseudonymized data, metadata, digital identities, and schema.

"**HIPAA Regulations**" shall mean the standards for privacy of individually identifiable health information, the security standards for the protection of electronic protected health information and the breach notification rule (45 C.F.R. §§ 160 and 164) promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as in effect on the Effective Date and as may be amended, modified, or renumbered.

"Individual User" shall mean the person who is the subject of PHI or PII.

"**Participant(s)**" shall mean each health care organization as set forth in California Health and Safety Code § 130290(f) and any other person or organization that is a signatory to this Agreement. Participants may include, but are not limited to, a health information network, a community information exchange, a laboratory, a health system, a health IT developer, a community-based organization, a payer, a government agency, a research institute, or a Social Services Organization.

"**Personally Identifiable Information" or "PII"** shall have the same meaning as "Personal Information" set forth in Section 1798.140(o) of the California Civil Code, but shall be limited to PII exchanged pursuant to this Agreement.

"**Personal Representative"** shall refer to a person who, under Applicable Law, has authority to act on behalf of an individual as set forth in 45 C.F.R. § 164.502(g).

"**Policies and Procedures**" shall mean the policies and procedures adopted by the Governance Entity

pursuant to this Agreement.

"**Protected Health Information" or "PHI**" shall refer to "protected health information" as set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations and "medical information" as set forth at Civil Code § 56.05.

"**Qualified Health Information Organization**" or "**Qualified HIO**" shall mean a state-designated data exchange intermediary that facilitates the exchange of Health and Social Services Information between Participants.

"**Recipient**" shall mean a Participant that receives Health and Social Services Information from a Submitter. For purposes of illustration only, Recipients include, but are not limited to, Participants who receive queries, responses, subscriptions, publications or unsolicited messages.

"**Social Services**" shall mean the delivery of items, resources, and/or services to address social determinants of health and social drivers of health, including but not limited to housing, foster care, nutrition, access to food, transportation, employment, and other social needs.

"**Social Services Organization**" shall mean a person or entity whose primary business purpose is to provide Social Services to individuals. Social Services Organizations can include but are not limited to government entities (including multi-department health and human services agencies), community-based organizations, nonprofits, and private entities.

"**Specifications**" shall mean the specifications adopted by the Governance Entity pursuant to this Agreement to establish (i) minimum data content required for particular data exchange use cases and (ii) technical and security requirements to enable the Participants to exchange Health and Social Services Information. Specifications may include, but are not limited to, specific network standards, services, and policies.

"**Submitter**" shall mean a Participant that submits Health and Social Services Information to a Recipient.

"**System**" shall mean software, portal, platform, or other electronic medium controlled by a Participant through which the Participant conducts Health and Social Services Information exchange-related activities. For purposes of this definition, it shall not matter whether the Participant controls the software, portal, platform, or medium through ownership, lease, license, or otherwise.

"**Treatment**" shall have the same meaning as set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

4. USE OF HEALTH AND SOCIAL SERVICES INFORMATION

(a) *Required, Permitted and Prohibited Purposes*. The purposes for which the Participants shall or may acquire, access, use, and disclose Health and Social Services Information pursuant to this Agreement, and the purposes for which the Participants may not acquire, access, use or disclose Health and Social Services Information pursuant to this Agreement, shall be set forth in the Policies and Procedures.

5. POLICIES AND PROCEDURES AND SPECIFICATIONS

(a) *Compliance with Terms of this Agreement*. Participants shall at all times abide by this Agreement, including the Policies and Procedures and Specifications.

(b) *Incorporation; Modifications*. The Policies and Procedures, the Specifications, and any future updates to either of them are hereby incorporated by reference into this Agreement. The Policies and Procedures and Specifications are intended to be flexible to address changing needs and standards and may be modified from time to time through the process outlined in the Policies and Procedures without a need to modify or re-execute this Agreement.

(c) *Health Equity.* In order to reduce healthcare disparities, the Specifications shall set forth standards that advance health equity.

6. AUTHORIZATIONS

(a) To the extent required by Applicable Law, Participants shall not disclose PHI or PII to another Participant unless a legally valid Authorization has been obtained. For the avoidance of doubt, Participants shall not be required to obtain an Authorization prior to disclosing PHI or PII pursuant to this Agreement unless an Authorization is required under Applicable Law. Any disclosure of Health and Social Services Information by a Submitter shall be deemed an express representation that the Submitter has complied with this Section and unless the Recipient has actual knowledge to the contrary, the Recipient may reasonably and justifiably rely upon such representation.

7. REQUIREMENT TO EXCHANGE HEALTH AND SOCIAL SERVICES INFORMATION

(a) Each Participant shall engage in the exchange of Health and Social Services Information as set forth in the Policies and Procedures, either through execution of an agreement with a Qualified HIO, through execution of an agreement with another entity that provides data exchange, or through use of the Participant's own technology. If a Participant elects not to execute an agreement with a Qualified HIO and instead elects to use its own technology or to execute an agreement with another entity that provides data exchange, the Participant must comply with or obtain reasonable assurances that the other entity enables the Participant to comply with, the minimum requirements for data exchange set forth in the Policies and Procedures or Specifications.

(b) Participants shall engage in the real-time exchange of Health and Social Services Information in accordance with the timeframes set forth in the Policies and Procedures.

8. PRIVACY AND SECURITY

(a) *General*. Each Participant shall at all times fully comply with all Applicable Law relating to this Agreement and the use of Health and Social Services Information.

(b) *Safeguards*. Each Participant shall be responsible for maintaining a secure environment that supports the exchange of PHI or PII as set forth in the Policies and Procedures.

(c) *Individual User Education.* Participants shall use tools, resources, and technical assistance made available by the California Health and Human Services Agency to help Individual Users and/or their Personal Representatives understand the benefits of information sharing and for obtaining informed consent.

9. MINIMUM NECESSARY

(a) Any use or disclosure of PHI or PII pursuant to this Agreement will be limited to the minimum PHI or PII necessary to achieve the purpose for which the information is shared, except where limiting such use or disclosure to the minimum necessary (i) is not feasible, (ii) is not required under the HIPAA Regulations (such as for Treatment) or any other Applicable Law, (iii) is a disclosure to an Individual User or Individual User's Personal Representative, (iv) is a disclosure pursuant to an Individual User's Authorization, or (v) is a disclosure required by Applicable Law.

10. INDIVIDUAL ACCESS SERVICES

(a) *Bidirectional Access to Health Information*. An Individual User or an Individual User's Personal Representative shall have the right to inspect, obtain a copy of, and have bidirectional electronic access to, PHI or PII about the Individual User as set forth in the Policies and Procedures and to the extent consistent with Applicable Law.

11. COOPERATION AND NON-DISCRIMINATION

(a) Each Participant shall

(i) Cooperate in good faith with the Governance Entity and all other Participants to implement the provisions of this Agreement;

(ii) Provide such non-privileged information to the Governance Entity and any other Participant as they may reasonably request for purposes of performing activities related to this Agreement;

(iii) Actively engage in the bilateral or multilateral exchange of information with other Participants as both a Submitter and Recipient of information to the extent permitted or required under this Agreement and Applicable Law;

(iv) Devote such time as may reasonably be requested by the Governance Entity to review information, meet with, respond to, and advise the Governance Entity or other Participants with respect to activities as they relate to this Agreement;

(v) Provide such reasonable assistance as may be requested by the Governance Entity when performing activities as they relate to this Agreement; and

(vi) Provide any requested information and assistance to the Governance Entity or other Participants in the investigation of breaches and disputes, subject to a Participant's right to restrict or condition its cooperation or disclosure of information in the interest of (A) preserving privileges in any foreseeable dispute or litigation or (B) protecting its Confidential Participant Information. In no case shall a Participant be required to disclose PHI or PII in violation of Applicable Law.

(b) In seeking another Participant's cooperation, each Participant shall make all reasonable efforts to accommodate the other Participant's schedules and reasonable operational concerns. A Participant shall promptly report, in writing, to any other Participant and the Governance Entity, any problems or issues that arise in working with the other Participant's employees, agents, or subcontractors that threaten to delay or otherwise adversely impact a Participant's ability to fulfill its responsibilities under this Agreement. This writing shall set forth in detail and with clarity the problems that the Participant has identified.

(c) *Prohibition on Exclusivity*. A Participant may not require exclusivity or otherwise prohibit (or attempt to prohibit) any other Participant, entity, or individual from joining or exchanging Health and Social Services Information under this Agreement.

(d) *No Discriminatory Limits on Exchange of Health and Social Services Information*. A Participant shall not unfairly or unreasonably limit exchange or interoperability with any other Participant or Individual User, such as by means of burdensome testing requirements that are applied in a discriminatory manner or other means that limit the ability of a Participant to send or receive Health and Social Services Information with another Participant or Individual User or slows down the rate at which such Health and Social Services Information is sent or received if such limitation or slower rate would have an anti-competitive effect.

12. INFORMATION BLOCKING

(a) Participants shall comply with any information-blocking provisions set forth in the Policies and Procedures.

13. LEGAL REQUIREMENTS

(a) *Monitoring and Auditing*. The Governance Entity, acting through its agents and independent contractors, shall have the right, but not the obligation, to monitor and audit Participants' compliance with their obligations under this Agreement. Unless prohibited by Applicable Law, Participants shall cooperate with the Governance Entity in these monitoring and auditing activities and shall provide, upon the reasonable request of the Governance Entity, complete and accurate information in the furtherance of its monitoring and auditing activities. To the extent that any information provided by Participants to the Governance Entity in connection with such monitoring and auditing activities constitutes Confidential Participant Information, the Governance Entity shall hold such information in confidence and shall not redisclose such information to any person or entity except as required by Applicable Law.

(b) *Individual User Opt Out.* Nothing in this Agreement shall prohibit an Individual User or an Individual User's Personal Representative from opting out of having the Individual User's PHI or PII exchanged pursuant to this Agreement.

14. REPRESENTATIONS AND WARRANTIES

Each Participant hereby represents and warrants the following:

(a) *Execution of the Agreement*. Each Participant has full power and authority to enter into and perform this Agreement and has taken whatever measures necessary to obtain all required approvals or consents in order for it to execute this Agreement. The representatives signing this Agreement on behalf of the Participants affirm that they have been properly authorized and empowered to enter into this Agreement on behalf of the Participant.

(b) *Compliance with this Agreement*. Except to the extent prohibited by Applicable Law, each Participant shall comply fully with all provisions of this Agreement. To the extent that a Participant delegates its duties under this Agreement to a third party (by contract or otherwise) and such third party will have access to Health and Social Services Information, that delegation shall be in writing and require the third party, prior to exchanging Health and Social Services Information with any Participants, to agree to the same restrictions and conditions that apply through this Agreement to a Participant. If a Governmental

Participant determines, after reasonable diligence, that any action or inaction relative to an obligation, including conformance to changes in the Specifications or Policies and Procedures, will cause it to violate Applicable Law, the Governmental Participant may terminate this Agreement immediately upon sending written notice to the Governance Entity.

(c) *Accuracy of Health and Social Services Information*. When acting as a Submitter, each Participant represents that at the time of transmission, the Health and Social Services Information it provides is an accurate representation of the data contained in, or available through, its System and is (i) sent from a System that employs security controls that meet industry standards so that the Health and Social Services Information being transmitted is intended to be free from malicious software, and (ii) provided in a timely manner and in accordance with the Policies and Procedures. Other than those representations elsewhere in this Agreement, the Submitter makes no other representation, express or implied, about the Health and Social Services Information.

(d) *Express Warranty of Authority to Exchange Health and Social Services Information*. To the extent each Participant discloses Health and Social Services Information to another Participant, the Participant represents and warrants that it has sufficient authority to disclose such Health and Social Services Information.

(e) *Third-Party Technology*. All Participants acknowledge that other Participants use technology solutions, applications, interfaces, software, platforms, clearinghouses, and other IT resources to support exchange of Health and Social Services Information that may be provided by third parties ("**Third-Party Technology**"). Each Participant shall have agreements in place that require Third-Party Technology vendors (i) to provide reliable, stable, and secure services to the Participant and (ii) to adhere to the same or similar privacy and security standards applicable to the Participant pursuant to this Agreement. However, all Participants acknowledge that Third-Party Technology may be interrupted or not available at times and that this could prevent a Participant from transmitting Health and Social Services Information. Participants do not make any representations or warranties as to their Third-Party Technology.

15. TERM, SUSPENSION, AND TERMINATION

(a) *Term*. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section or the Policies and Procedures.

(b) *Termination by a Participant*. A Participant that is not legally required to sign this Agreement by California Health and Safety Code § 130290 may terminate this Agreement, with or without cause, by giving the Governance Entity at least ten (10) business days' prior written notice.

(c) *Effect of Termination*. Upon any termination of this Agreement for any reason, the terminated party shall cease to be a Participant and thereupon and thereafter that party shall have no rights under this Agreement to exchange data with other Participants. In the event that any Participant(s) is terminated, this Agreement will remain in full force and effect with respect to all other Participants. Termination of this Agreement shall not affect any rights or obligations which by their terms should survive termination or expiration.

(d) *Enforcement Action*. The Participants hereby grant to the Governance Entity the power to enforce any portion of this Agreement through measures set forth in the Policies and Procedures. Such measures may include, but are not limited to, suspension or termination of a Participant's right to exchange Health and Social Services Information under this Agreement.

16. PARTICIPANT LIABILITY

(a) *Participant Liability*. Each Participant shall be responsible for its acts and omissions and not for the acts or omissions of any other Participant. Notwithstanding any provision in this Agreement to the contrary, Participant shall not be liable for any act or omission if a cause of action for such act or omission is otherwise prohibited by Applicable Law. This Section shall not be construed as a hold harmless or indemnification provision.

17. MISCELLANEOUS/GENERAL PROVISIONS

(a) *Governing Law*. The construction, interpretation and performance of this Agreement shall be governed and enforced pursuant to the laws of the State of California, without giving effect to its conflicts of laws provisions, except to the extent California law is preempted by any provision of federal law.

(b) *Jurisdiction and Venue*. Each Participant hereby submits to the exclusive jurisdiction of any state or federal court sitting in the state of California within twenty-five (25) miles of Sacramento, California in any legal proceeding arising out of or relating to this Agreement unless otherwise required by Applicable Law. Each Participant hereby agrees that all claims and matters arising out of this Agreement may be heard and determined by such court, and each Party hereby waives any right to object to such filing on grounds of improper venue, *forum non-conveniens*, or other venue-related grounds.

(c) *Assignment*. No party shall assign or transfer this Agreement, or any part thereof, without the express written consent of the Governance Entity, which shall not be unreasonably delayed or denied. Any assignment that does not comply with the requirements of this Section 17(c) shall be void and have no binding effect.

(d) *Survival*. All Sections which by their nature are meant to survive this Agreement shall survive expiration or termination of this Agreement.

(e) *Waiver*. No failure or delay by any party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any right shall constitute a waiver of any prior, concurrent, or subsequent right.

(f) *Captions*. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions of this Agreement.

(g) *Entire Agreement*. This Agreement sets forth the entire agreement among the parties relative to the subject matter hereof. Any representation, promise, or condition, whether oral or written, not incorporated herein shall not be binding upon any party. This Agreement may only be modified in the manner provided in the Policies and Procedures.

(h) *Validity of Provisions*. In the event that a court of competent jurisdiction shall hold any Section or any part or portion of any Section of this Agreement invalid, void, or otherwise unenforceable, each and every remaining Section or part or portion thereof shall remain in full force and effect.

(i) *Priority*. In the event of any conflict or inconsistency between a provision in the body of this Agreement and the Policies and Procedures or the Specifications, the terms contained in the Policies and Procedures or the Specifications shall prevail, except to the extent they conflict with Applicable Law.

(j) *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart.

(k) *Third-Party Beneficiaries*. With the exception of the parties to this Agreement, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

(l) *Force Majeure*. No party shall be responsible for any delays or failures in performance caused by the occurrence of events or other circumstances that are beyond its reasonable control after the exercise of commercially reasonable efforts to either prevent or mitigate the effect of any such occurrence or event.

(m) *Time Periods*. Any of the time periods specified in this Agreement may be changed pursuant to the mutual written consent of the Governance Entity and the affected Participant(s).

Data Exchange Framework (DxF)
Glossary of Defined Terms

This Data Exchange Framework (DxF) Glossary of Defined Terms includes the definitions used in the Data Sharing Agreement (DSA) and its Policies and Procedures (P&Ps). These definitions have been aggregated here in this Glossary as a central library of defined terms for those seeking such a reference. Each definition is presented along with a list of the document(s) in which the definition appears.

Access

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Access**" means the ability or means necessary to make Health and Social Services Information available for Exchange or Use.	• Information Blocking • Technical Requirements for Exchange

Admit, Discharge, Transfer (ADT) Event

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Admit, Discharge, Transfer (ADT) Event**" means, at a minimum, admission to a Hospital or Emergency Department, discharge from a Hospital or Emergency Department, or transfer from a Hospital or Emergency Department to another healthcare facility in which the admission, discharge, or transfer reflects an actual change in patient status, including cancellations of an admission, discharge, or transfer. ADT Events may include intra-facility transfers if requested by the Participant and supported by the Hospital or Emergency Department.	• Real-Time Exchange • Technical Requirements for Exchange

Agreement

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Agreement" means this Data Sharing Agreement, the Policies and Procedures and the Specifications.	• Data Sharing Agreement

Applicable Law

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Applicable Law" means all federal, state, local, and/or tribal laws and regulations then in effect and applicable to the subject matter herein. For the avoidance of doubt, federal government entities are only subject to federal law.	• Data Sharing Agreement • Breach Notification • Data Elements to Be Exchanged • Development of and Modification to P&Ps

	• Individual Access Services • Information Blocking • Permitted, Required and Prohibited Purposes • Privacy Standards and Security Safeguards • Requirement to Exchange HSSI • Process for Amending the DSA • Technical Requirement for Exchange

Authorization

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Authorization**" means and includes the requirements set forth at 45 CFR § 164.508 of the HIPAA Regulations and at Cal. Civ. Code §§ 56.11 and 56.21. The term shall include all requirements for obtaining consent to disclose confidential substance abuse disorder treatment records as set forth in 42 C.F.R. § 2.31, when applicable, and shall include any additional requirements under Applicable Law to disclose PHI or PII.	• Data Sharing Agreement • Permitted, Required and Prohibited Purposes • Technical Requirements for Exchange

Behavior

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Behavior**" means any act or omission by a Participant.	• Information Blocking

Breach

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Breach" means the unauthorized acquisition, Access, Disclosure or Use of Health and Social Services Information in a manner not permitted by the DSA or Applicable Law. This includes both: 1. Unencrypted data that was, or is reasonably believed to have been, acquired by an unauthorized person, and 2. Encrypted data that was, or is reasonably believed to have been, acquired by an unauthorized person and the encryption key or security credential was, or has been reasonably believed to have been, acquired by an unauthorized person and the agency that owns or licenses the encrypted information has a reasonable belief that the encryption key or security credential could render that data readable or usable.	• Data Sharing Agreement • Breach Notification

Business Associate

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Business Associate**" means an organization that is defined as a "business associate" in 45 C.F.R. § 160.103 of the HIPAA Regulations.	• Individual Access Services • Permitted, Required and Prohibited Purposes • Privacy Standards and Security Safeguards

Business Associate Agreement

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Business Associate Agreement**" means a contract, agreement, or other arrangement that satisfies the requirements of 45 C.F.R. § 164.504(e), as applicable. With regard to Governmental Participants, a Business Associate Agreement may be a memorandum of understanding that satisfies the requirements of 45 C.F.R. § 164.504(e)(3).	• Individual Access Services • Privacy Standards and Security Safeguards • Technical Requirements for Exchange

Confidential Participant Information

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Confidential Participant Information" means proprietary or confidential materials or information of a Participant in any medium or format that a Participant labels as such upon disclosure or that given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. Notwithstanding any label to the contrary, Confidential Participant Information does not include any information which is or becomes known publicly through no fault of the party to which such information is disclosed (a "**Receiving Party**"); is learned of by a Receiving Party from a third party entitled to disclose it; is already known to a Receiving Party before receipt from the disclosing Participant as documented by the Receiving Party's written records; or is independently developed by a Receiving Party without reference to, reliance on, or use of the disclosing Participant's Confidential Participant Information.	• Data Sharing Agreement

Covered Entity

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Covered Entity" has the meaning set forth at 45 C.F.R. § 160.103 and also includes the following as these terms are defined in California Civil Code § 56.05: "provider of health care," "health care service plan," and "licensed health care professional."	• Data Sharing Agreement • Privacy Standards and Security Safeguards

De-Identify

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"De-identify" means health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual, as the term is used in 45 C.F.R. § 164.514.	• Privacy Standards and Security Safeguards

Disclose or Disclosure

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Disclose" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of Health and Social Services Information outside the entity holding Health and Social Services Information.	• Privacy Standards and Security Safeguards • Technical Requirements for Exchange

DSA

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"DSA" means the California Health and Human Services Data Exchange Framework Data Sharing Agreement.	• Breach Notification • Data Elements to Be Exchanged • Information Blocking • Permitted, Required, and Prohibited Purposes • Privacy Standards and Security Safeguards • Process for Amending the DSA • Real-Time Exchange • QHIO • Requirement to Exchange HSSI

Early Exchange

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Early Exchange**" means sharing Health and Social Services Information using the DSA before January 31, 2024.	• Early Exchange

Electronic Health Information

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Electronic Health Information" means electronic protected health information as defined in 45 CFR § 160.103 to the extent that it would be included in a designated record set as defined in 45 CFR § 164.501, regardless of whether the group of records are used or maintained by or for a covered entity as defined in 45 CFR § 160.103, but EHI shall not include: (1) psychotherapy notes as defined in 45 CFR § 164.501; or (2) information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.	• Data Elements to Be Exchanged

Exchange

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Exchange**" means the transmittal of Health and Social Services Information between and among different technologies, systems, platforms, or networks.	• Information Blocking • Privacy Standards and Security Safeguards • Technical Requirements for Exchange

Federal Information Blocking Regulations

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Federal Information Blocking Regulations**" means the regulations set forth in 45 C.F.R. Part 171 (Information Blocking) of the Code of Federal Regulations, as may be amended.	• Information Blocking

Governance Entity

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Governance Entity" means the entity within the California Health and Human Services Agency established to oversee the California Data Exchange Framework, the DSA and its Policies and Procedures.	• Data Sharing Agreement • Breach Notification • Development of and Modification to P&Ps • Early Exchange

	• Individual Access Services • Information Blocking • Privacy Standards and Security Safeguards • Process for Amending the DSA • QHIO • Real-Time Exchange • Technical Requirements for Exchange

Governmental Participants

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Governmental Participants" means those Participants that are local (e.g., municipalities, counties), state, tribal, or federal entities.	• Requirement to Exchange HSSI

Health and Social Services Information

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Health and Social Services Information" means any and all individually identifiable information received, stored, processed, generated, used, transferred, disclosed, made accessible, or shared pursuant to the DSA including but not limited to: (a) data elements as set forth in the applicable Policy and Procedure; (b) information related to the provision of health care services, including but not limited to PHI; and (c) information related to the provision of social services. Health and Social Services Information may include PHI, PII, and digital identities.	• Data Sharing Agreement • Breach Notification • Data Elements to Be Exchanged • Development of and Modification to P&Ps • Early Exchange • Individual Access Services • Information Blocking • Permitted, Required, and Prohibited Purposes • Privacy Standards and Security Safeguards • QHIO • Real-Time Exchange • Requirement to Exchange HSSI • Technical Requirements for Exchange

Health Information Exchange

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Health Information Exchange" means "health information exchange" as set forth in the Federal Information Blocking Regulations (45 C.F.R. § 171.102).	• Information Blocking

Health Information Network

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Health Information Network" means "health information network" as set forth in the Federal Information Blocking Regulations (45 C.F.R. § 171.102).	• Information Blocking

Health IT Developer of Certified Health IT

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Health IT Developer of Certified Health IT" means "health IT developer of certified health IT" as set forth in the Federal Information Blocking Regulations (45 C.F.R. § 171.102).	• Information Blocking

Health Care Operations

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Health Care Operations**" consists of the following activities: 1. Quality Assessment and Improvement activities as described in subsection (1) of the definition of health care operations set forth at 45 C.F.R. § 164.501. 2. Population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination and contacting of health care providers and patients with information about treatment alternatives as set forth at 45 C.F.R. § 164.501.	• Permitted, Required, and Prohibited Purposes

HIPAA Regulations

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"HIPAA Regulations" means the standards for privacy of individually identifiable health information, the security standards for the protection of electronic protected health information and the breach notification rule (45 C.F.R. Parts 160 and 164) promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as in effect and as may be amended, modified, or renumbered.	• Data Sharing Agreement • Early Exchange • Individual Access Services • Information Blocking • Privacy Standards and Security Safeguards • QHIO • Real-Time Exchange

HIPAA Security Rule

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"HIPAA Security Rule" means the security standards for the protection of electronic protected health information (45 C.F.R. Part 164, Subpart C) promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as in effect and as may be amended, modified, or renumbered.	• Privacy Standards and Security Safeguards

Hospital or Emergency Department

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Hospital or Emergency Department**" means any emergency services or inpatient services setting, including but not limited to general acute care hospitals, acute psychiatric hospitals, and emergency departments, including standalone emergency departments and observation units.	• Real-Time Exchange • Technical Requirements for Exchange

Hybrid Entity

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Hybrid Entity**" has the same meaning as set forth in 45 C.F.R. § 164.103.	• Privacy Standards and Security Safeguards

Individual

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Individual**" means the person who is the subject of Health and Social Services Information being Accessed, Used, Disclosed or Exchanged.	• Data Sharing Agreement • Individual Access Services • Information Blocking • Permitted, Required and Prohibited Purposes • Privacy Standards & Security Safeguards • Real-Time Exchange • Requirements for Exchange of HSSI • Technical Requirements for Exchange

Individual Access Services

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Individual Access Services**" means the services provided to satisfy the right of an Individual or an Individual's Personal Representative to access and to obtain a copy of the Individual's PHI or PII under Applicable Law or to direct that it be sent to a third party consistent with 45 C.F.R. § 164.524 or any other Applicable Law or agreement.	• Data Elements to Be Exchanged • Individual Access Services

Information Blocking

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Information Blocking**" means any practice that is likely to interfere with Access, Exchange, or Use of Health and Social Services Information for a Required Purpose set forth in the Permitted, Required and Prohibited Purposes Policy and Procedure.	• Information Blocking

Information Delivery

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Information Delivery**" means the delivery of Health and Social Services Information regarding a specific Individual to a specific Participant in conjunction with an Order or Referral.	• Technical Requirements for Exchange

Interfere or Interference

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Interfere**" or "**Interference**" means to prevent, materially discourage, or otherwise inhibit.	• Information Blocking

Intermediary

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Intermediary**" means a health information exchange network, health information organization, or technology vendor that assists a Participant in the Exchange of Health and Social Services Information and adheres to the standards and policies established by the DSA and its Policies and Procedures as applicable to the services provided to the Participant. Examples might include nationwide networks or frameworks, vendors that provide applicable services, health information organizations including Qualified HIOs, or community information exchanges.	• Data Elements to Be Exchanged • Information Blocking • QHIO • Technical Requirements for Exchange

Interoperability Element

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Interoperability Element**" means as defined in 45 C.F.R. § 171.102, as may be amended: hardware, software, integrated technologies or related licenses, technical information, privileges, rights, intellectual property, upgrades, or services that: (1) May be necessary to Access, Exchange, or Use electronic health information; and (2) Is/Are controlled by the actor, which includes the ability to confer all rights and authorizations necessary to use the element to enable the Access, Exchange, or Use of electronic health information.	• Information Blocking

Maintain

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Maintain" means that the entity has access to the data, control over the data, and the authority to make the data available, as defined for payers in the CMS Interoperability and Patient Access Final Rule but applied to entities beyond payers.	• Data Elements to Be Exchanged • Privacy Standards and Security Safeguards • Technical Requirements for Exchange

National and Federally Adopted Standards

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**National and Federally Adopted Standards**" means standards specifically included by the US Department of Health and Human Services in a published version of the Standards Version Advancement Process.	• Data Elements to be Exchanged • Technical Requirements

Nationwide Network or Framework

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Nationwide Network or Framework**" means any vendor-agnostic health information network or health information exchange framework with nationwide scope, including coverage in California, available to some or all Participants for the exchange of Health and Social Services Information that may or may not have signed the DSA. Examples include, but are not limited to, eHealth Exchange, CommonWell Health Alliance, Carequality, DirectTrust, or Trusted Exchange Framework.	• Technical Requirements for Exchange

Notification of ADT Events

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Notification of ADT Events**" means the message sent from a sending Participant to a receiving Participant with details of an ADT Event, including, at a minimum, the identity of the Individual who is the subject of the event, the Hospital or Emergency Department associated with the event, the event date and time, and the diagnosis or chief complaint associated with the event.	• Real-Time Exchange • Technical Requirements for Exchange

Order or Referral

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Order or Referral**" means any request, electronic or otherwise, placed by a health professional for diagnostic services, including but not limited to requests for diagnostic clinical laboratory and radiology services, or for assessment, evaluation, or consultation services from another health or social services professional.	• Real-Time Exchange • Technical Requirements for Exchange

Participant

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Participant(s)"** means an organization that is a signatory to the Data Sharing Agreement, including any identified subordinate entities of that signatory.	• Data Sharing Agreement • Breach Notification • Data Elements to Be Exchanged • Development of and Modification to P&Ps • Early Exchange • Individual Access Services • Information Blocking • Permitted, Required and Prohibited Purposes • Privacy Standards and Security Safeguards • Process for Amending the DSA • QHIO • Real-Time Exchange • Requirement to Exchange HSSI • Technical Requirements for Exchange

Payment

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Payment**" has the same meaning as set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.	• Permitted, Required and Prohibited Purposes

Permitted Purposes

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Permitted Purposes**" means the purposes for which Participants are permitted (but not required) to Exchange Health and Social Services Information as set forth in the Permitted, Required and Prohibited Purposes Policy and Procedure.	• Data Elements to Be Exchanged

Person Matching

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Person Matching**" means the process by which a Participant ensures that exchanged electronic Health and Social Services Information is appropriately linked to the correct real person.	• Technical Requirements for Exchange

Personal Representative

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Personal Representative**" means a person who, under Applicable Law, has authority to make health care decisions on behalf of an Individual as set forth in 45 C.F.R. § 164.502(g) and Health and Safety Code § 123105(e).	• Data Sharing Agreement • Individual Access Services • Information Blocking • Privacy Standards and Security Safeguards • Requirements to Exchange HSSI

Personally Identifiable Information (PII)

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Personally Identifiable Information**" or "**PII**" has the same meaning as "Personal Information" set forth in Civil Code § 1798.140(v), but shall be limited to PII exchanged pursuant to the DSA.	• Data Sharing Agreement • Early Exchange • Individual Access Services • Information Blocking • Privacy Standards and Security Safeguards • QHIO • Real-Time Exchange

Policies and Procedures

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Policies and Procedures**" means the policies and procedures adopted by the Governance Entity pursuant to the DSA.	• Data Sharing Agreement Development of and Modification to P&Ps • Early Exchange • Information Blocking • Privacy Standards and Security Safeguards • QHIO • Real-Time Exchange • Requirement to Exchange HSSI

Professional

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Professional**" means the person who makes the determination as to the potential risk of harm from releasing Health and Social Services Information. A Professional can be an employee, representative, contractor, or agent of a Participant.	• Information Blocking

Professional Relationship

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Professional Relationship**" means the Professional has either a current or prior direct working relationship with the Individual or sufficient professional knowledge and interaction with the Health and Social Services Information of the Individual maintained by the Participant to make a determination as to the potential risk of harm from releasing the information. Professional Relationship, as used in this policy, shall specifically exclude Qualified Health Information Organizations or other Intermediaries that facilitate the Exchange of Health and Social Services Information between Participants.	• Information Blocking

Protected Health Information (PHI)

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Protected Health Information**" or "**PHI**" refers to "protected health information" as set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations and "medical information" as set forth at Civil Code § 56.05	• Data Sharing Agreement • Early Exchange • Individual Access Services • Information Blocking • Privacy Standards and Security Safeguards • QHIO • Real-Time Exchange

Public Health Activities

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Public Health Activities**" means an access, use or disclosure permitted under the HIPAA Regulations and any other Applicable Law for public health activities and purposes, including an access, use or disclosure permitted under 45 C.F.R. § 164.512(b) and 45 C.F.R. § 164.514(e). Public Health Activities excludes the following oversight activities: audits;	• Permitted, Required and Prohibited Purposes

civil, administrative or criminal investigations; inspections; licensure or disciplinary actions; and civil, administrative or criminal proceedings or actions other than enforcement activities by a county health officer that are authorized under Cal. Health & Safety Code § 101030.	

Qualified Health Information Organization or Qualified HIO

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Qualified Health Information Organization" or "Qualified HIO" means a state-designated data exchange Intermediary that facilitates the exchange of Health and Social Services Information between Participants.	• Data Sharing Agreement • Information Blocking • Permitted, Required and Prohibited Purposes • QHIO

Qualified HIO Program

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Qualified HIO Program" means the requirements made publicly available by CDII that an Intermediary must satisfy to obtain and maintain its designation as a Qualified HIO.	• QHIO

Receiving Party

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Confidential Participant Information" means proprietary or confidential materials or information of a Participant in any medium or format that a Participant labels as such upon disclosure or that given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. Notwithstanding any label to the contrary, Confidential Participant Information does not include any information which is or becomes known publicly through no fault of the party to which such information is disclosed (a "**Receiving Party**"); is learned of by a Receiving Party from a third party entitled to disclose it; is already known to a Receiving Party before receipt from the disclosing Participant as documented by the Receiving Party's written records; or is independently developed by a Receiving Party without reference to, reliance on, or use of the disclosing Participant's Confidential Participant Information.	• Data Sharing Agreement

Recipient

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Recipient" means a Participant that receives Health and Social Services Information from a Submitter. For purposes of illustration only, Recipients include, but are not limited to, Participants who receive queries, responses, subscriptions, publications or unsolicited messages.	• Data Sharing Agreement

Request for Information

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Request for Information" means a request by a Participant for Health and Social Services Information regarding a specific Individual from one or more Participant(s) and the associated response(s) of Participant(s) to that request.	• Technical Requirements for Exchange for Exchange

Required Purposes

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Required Purposes**" means the purposes for which Participants are required to Exchange Health and Social Services Information as set forth in the Permitted, Required and Prohibited Purposes Policy and Procedure.	• Data Elements to Be Exchanged • Information Blocking • Real-Time Exchange • Technical Requirements for Exchange

Research

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Research**" means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.	• Permitted, Required and Prohibited Purposes

Sale of Health and Social Services Information

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Sale of Health and Social Services Information**" means the Disclosure of Health and Social Services Information in return for direct or indirect remuneration from or on behalf of the recipient of the Health and Social Services Information. Sale of Health and Social Services Information shall not include the	• Permitted, Required and Prohibited Purposes

Disclosure of Health and Social Services Information for the activities set forth in 45 C.F.R. § 164.502(a)(5)(ii)(B)(2).	

Securely Destroy

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Securely Destroy**" means consistent with Applicable Law and with generally accepted industry standards.	• Privacy Standards and Security Safeguards

Social Services

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Social Services**" means the delivery of items, resources, and/or services to address social determinants of health and social drivers of health, including but not limited to housing, foster care, nutrition, access to food, transportation, employment, and other social needs.	• Data Services Agreement • Early Exchange • Information Blocking • Privacy Standards and Security Safeguards • QHIO • Real-Time Exchange

Social Services Organization

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Social Services Organization" means a person or entity whose primary business purpose is to provide Social Services to individuals. Social Services Organizations can include but are not limited to government entities (including multi-department health and human services agencies), community-based organizations, nonprofits, and private entities.	• Data Sharing Agreement • Early Exchange • Information Blocking • Privacy Standards and Security Safeguards • QHIO • Real-Time Exchange • Requirement to Exchange HSSI

Specifications

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Specifications" means the specifications adopted by the Governance Entity pursuant to this Agreement to establish (i) minimum data content required for particular data exchange use cases and (ii) technical and security requirements to enable the Participants to exchange Health and Social Services Information. Specifications may include, but are not limited to, specific network standards, services, and policies.	• Data Sharing Agreement • Requirements to Exchange HSSI

Submitter

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Submitter" means a Participant that submits Health and Social Services Information to a Recipient.	• Data Sharing Agreement

System

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"System" means software, portal, platform, or other electronic medium controlled by a Participant through which the Participant conducts Health and Social Services Information exchange-related activities. For purposes of this definition, it shall not matter whether the Participant controls the software, portal, platform, or medium through ownership, lease, license, or otherwise.	• Data Sharing Agreement

Treatment

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Treatment" has the same meaning as set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations and in Cal. Civ. Code § 56.10(c).	• Data Sharing Agreement • Real-Time Exchange • Permitted, Required and Prohibited Purposes

Use

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"Use" means the ability for Health and Social Services Information, once Accessed or Exchanged, to be understood and acted upon.	• Information Blocking • Privacy Standards & Security Safeguards • Technical Requirements for Exchange for Exchange

Voluntary Signatories

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Voluntary Signatories**" means Participants who are not required by California Health and Safety Code § 130290 to sign the DSA, but who elect to do so.	• Requirement to Exchange Health and Social Services Information

Workforce

Definition *(last updated 06.23.23)*	**DSA and P&P References**
"**Workforce**" means employees, contractors, volunteers, trainees, and other persons whose conduct, in the performance of work for a Participant, is under the direct control of the Participant, whether or not they are paid by the Participant.	• Privacy Standards and Security Safeguards

Revision History

Date	Version	Description
07.12.2023	v1.0	Final

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-13

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Approve First Amendment to Agreement with Community Social Model Advocates, Inc. (CSMA) Increasing the Amount by $100,000 for a New Amount of $125,000 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Community Social Model Advocates, Inc. (CSMA) Increasing the Amount by $100,000 for a New Amount of $125,000 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate residential recovery facilities and therefore contracts for such services. There is a need for residential sober living treatment for perinatal and non-perinatal clients. The available modalities provided by CSMA include the following:

* Licensed, 24-hours a day, 7 day a week supervision
* Peer counseling
* Coordination of care with County
* AA meetings
* Anger management classes
* 12-Step Study and/or other recovery support that promotes a sober living and recovery environment
* Provide all clients with an assessment, treatment planning, individual counseling, group counseling and discharge planning. Due to an unanticipated increase in services, the Health and Human Services Agency requests an increase in the amount to ensure continuity of services for the remainder of the term.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with CSMA for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The need for residential care for substance-abuse clients remains strong for the upcoming fiscal year and beyond. If this agreement is not approved, HHSA may not be able to provide this service to its clients.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **First Amendment - CSMA Agreement 2024**
2. **Community Social Model 2024 - CAO 07.12.2023-EXECUTED**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Community Social Model Advocates, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 12, 2023, wherein Contractor agreed to provide residential recovery services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," and Exhibit B, "COST PROPOSAL" are hereby amended to provide that an additional $100,000 will be added to the original amount of $25,000, making the total compensation paid to Contractor in the not to exceed amount of $125,000.

Except as herein amended, the Agreement dated July 12, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Lori Newman, Executive Director Community Social Model Advocates, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

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AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** July 12, 2023

From: ContractsHHSA (BA) **Agreement with:** Community Social Model Advocates, Inc.

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ■ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ■ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ■ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Lori Newman, Executive Director
(Name of person signing the agreement and their title)

Vendor Email: lnewman@csmainc.org
(Email of signee)

For: Professional Service - Inpatient (Residential Recovery)
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 7/1/2023 - 6/30/2024
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? Yes ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? Yes ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

■ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ $ 25,000 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

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AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 12th day of July, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Community Social Model Advocates, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform residential recovery services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $25,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and 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 three times 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 limits no less than $1,000,000 per accident for bodily injury and property damage.

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(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to 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 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) 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.

(9) 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.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

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8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Community Social Model
Advocates, Inc.
508 Mendocino Court
Atwater, CA 95301

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

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related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

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17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

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adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

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29. WARRANTY

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

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

DocuSigned by:
2E01D0C6E7564A5...

Dallin Kimbl
County Administrative Officer

CONTRACTOR

DocuSigned by:
Lori Newman
9788DE5749C141F...

Lori Newman, Executive Director
Community Social Model Advocates

APPROVED AS TO LEGAL FORM:

DocuSigned by:
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Description of Services
Community Social Model Advocates shall perform the following residential treatment services to perinatal and non-perinatal clients:

- Available modalities
  - Licensed, 24-hour a day, 7 day a week supervision
  - Peer counseling
  - Coordination of care with County
  - AA meetings
  - Anger management classes
  - 12 Step Study and/or other recovery support that promote a sober living and recovery environment
  - Provide all clients with an assessment, treatment planning, individual counseling, group counseling and discharge planning

- Perinatal services to address treatment and recovery issues specific to pregnant and postpartum women
  - Services shall include:
    - Parent/child habilitative services
    - Service access
    - Education
    - Coordination of ancillary services

CONTRACTOR will:

- Provide room and board
- Provide an opportunity to learn new job skills in various fields.
- Supported efforts related to interpersonal and independent living skills and access community support systems.
- Supported efforts related to interpersonal and independent living skills and access community support systems.
- Provide residential recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
- Ensure that all individuals in the residential treatment be engaged in SUD treatment, at all times during the individuals stay.
- Provide safe, secure, clean and sober family-oriented residential treatment homes.
- Provide for client hygiene supplies,
- Ensure that services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.
- Provide the COUNTY with reports on a quarterly basis and documentation as requested within two weeks of request.
- Meet with MCBHRS no less than 1 (one) time monthly for contract monitoring and programmatic progress.

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- For each county placement, provide a monthly progress report to the Substance Use Disorder Supervisor.
- Ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan. County will make available a team meeting within 7 (seven) days of request.
- Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and ensure coordination of continuing services. County will make available a team meeting within 7 (seven) days of request date of all persons served under this agreement.
- In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client. Prior to discharge, the CONTRACTOR shall contact the COUNTY's Substance Use Disorder Supervisor by secure email or secure fox fax for coordination and consultation purposes. Secure fax number is (209) 742-0996. Client records shall include enough information for an evaluation of services provided. The CONTRACTOR shall provide the COUNTY a copy of statistical reports as requested for submission to the state, federal and local agencies for compliance or reimbursement purposes.
- Coordinate care with Probation and MCBHRS.

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Personnel

Ensure that all personnel rendering services shall be employed by or under contract with the CONTRACTOR. They shall be members of CONTRACTOR professional staff. The services shall be provided under the direction of the CONTRACTOR facility Director and shall meet appropriate professional standards.

C. Contract Termination

Services provided by the CONTRACTOR will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

D. Compliance Monitoring

1. The CONTRACTOR shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any decencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

E. Additional DMC Requirements

1. If the CONTRACTOR receives DMC funds, the CONTRACTOR shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a)] and/or SABG [(DMC MQDTS document 2F(b)], as applicable.

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2. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.
3. Maintain certification to provide residential treatment Medi-Cal Services through Department of Health Care Services (DHCS).

F. Hatch Act

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

G. No Unlawful Use or Unlawful Use Messages Regarding Drugs

CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

H. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

I. Debarment and Suspension

CONTRACTOR shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
The CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

J. Protected Health Information

1. Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

2. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

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3. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

K. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

1. Trading Partner Requirements

a. No Changes. CONTRACTOR hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c. No Unauthorized Uses. CONTRACTOR hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

3. Adequate Testing

CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When County is a clearinghouse, CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

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5. Code Set Retention
Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.
6. Data Transmission Log
Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

L. Charitable Choice
Nondiscrimination and Institutional Safeguards for Religious Providers
CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

M. Counselor Certification
Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

N. Cultural and Linguistic Proficiency
To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, CONTRACTOR must provide the training at CONTRACTOR'S expense and provide proof of annual training.

O. Intravenous Drug Use (IVDU) Treatment
CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

P. Restriction on Distribution of Sterile Needles
No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

Q. Tuberculosis Treatment
CONTRACTOR shall ensure the following related to Tuberculosis (TB):

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1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

R. Trafficking Victims Protection Act of 2000

CONTRACTOR and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. CONTRACTOR will provide annual training on TVPA for all staff.

S. Tribal Communities and Organizations

CONTRACTOR shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (Al/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to Al/NA communities within the County.

T. Byrd Anti-Lobbying Amendment (31 USC 1352)

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Nondiscrimination in Employment and Services

By signing this Contract, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.

V. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).

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5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).
13. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.

W. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. CONTRACTOR shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.
7. CONTRACTOR shall provide timely access to care and services in accordance with CFR 42 (§ 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.
8. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
9. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County

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or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

X. Reporting and Invoicing

CONTRACTOR shall submit detailed invoices and receipts of exact costs to be paid by COUNTY by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10. COUNTY will pay appropriate invoices within thirty (30) business days upon receipt.

Y. Information Access for Individuals with Limited English Proficiency

1. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
   a. materials explaining services available to the public,
   b. language assistance,
   c. language interpreter and translation services, and
   d. video remote language interpreting services.

Z. Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

AA. Noncompliance with Reporting Requirements

CONTRACTOR agrees that DHCS has the right to withhold payments until CONTRACTOR has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

BB, Youth Treatment Guidelines

If contracted to provide treatment to youth, CONTRACTOR must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.
CONTRACTOR must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

CC. Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT)

Clients under age 21 will receive Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT) as established in Welfare and Institutions Code (WIC) Section 14132(v).3

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State law provides that for individuals under 21 years of age, a service is medically necessary or a medical necessity if it meets the standards set forth in 42 USC, Section 1396d(r)(5**).**

DD. Perinatal Services

1. If contracted to provide perinatal services, CONTRACTOR must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The CONTRACTOR must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.
2. CONTRACTOR receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the CONTRACTOR exchanges perinatal funds for additional discretionary funds.
3. CONTRACTOR must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
4. CONTRACTOR will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

EE. Report Suspected Medi-Cal Fraud

1. CONTRACTOR must immediately report suspected Medi-Cal fraud to DHCS. Reporting of fraud can be accomplished in one of three ways:
    a. Online: https://www.dhcs.ca.gov/individuals/Paqes/StopMedi-CalFraud.aspx
    b. Email: fraud@dhcs.ca.qov
    c. Phone: 1-800-822-6222

FF. Site Inspection

The County and State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Provider or its subcontractors, the Provider shall provide and shall require its Subcontractors to 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.

GG. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

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Exhibit B
COST PROPOSAL

Community Social Model Advocates, inclusive of all services and outlined in Exhibit A, will be paid per bed utilized by MCBHRS clients. The county bed day rate is $139.26 per perinatal and non-perinatal client. MCBHRS day rate is defined as each day a client receives at least one residential recovery service as described in Exhibit A, “Scope of Work,”.

Contractor total amount not to exceed $25,000.

All rates are subject to an increase of 10% and become effective upon date of services.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr.
Merced CA 95348

CONTACT NAME: Dottie Flores
PHONE (A/C, No, Ext): 209-386-5076 **FAX (A/C, No):** 209-385-6126
E-MAIL ADDRESS: dflores@lckinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofit Ins Alliance of CA	10023
INSURER B : Lloyds of London	
INSURER C : Insurance Co. of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED COMMU-3
Community Social Model Advocates, Inc.
dba Rose Julia Riordan Tranquility Village
508 Mendocino Court
Atwater CA 95301

COVERAGES **CERTIFICATE NUMBER:** 653747283 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			202310398	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			202310398	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0			202310398UMB	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSA506594601	6/1/2023	6/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Professional Liability Cyber Liability			202310398DONPO ESL0339664900	1/1/2023 6/2/2023	1/1/2024 6/2/2024	Limit Limit	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Mariposa County Human Services Department
P.O. Box 99
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-14

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Approve First Amendment to the Agreement with Solutionz Conferencing, Inc. for Information and Technical Services Extending the Term to April 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with Solutionz Conferencing, Inc. for Information and Technical Services Extending the Term to April 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Distance Learning and Telemedicine program helps rural communities in acquiring distance learning and telemedical technologies so that county government professionals who service rural residents can link to peers in other communities and leverage their respective expertise. This program provides valuable tools in improving the quality of life for thousands of residents in rural communities across the United States.

Through a Request for Proposal process, Solutionz proved to be the best suited contractor and has been awarded the opportunity to partner with the County of Mariposa Health and Human Services Agency (HHSA) in fulfilling the requirements of the Distance Learning and Telemedicine program. Among numerous functions, Solutionz is committed to providing and installing video conference technology equipment, implementing information solutions at designated work sites, and delivering required training and consultation on staff and client usage of video conferencing service.

Due to unforeseen occurrences, HHSA requests an extension of the three-year term to allow for the completion of the required work.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an agreement with Solutionz Conferencing, Inc on March 16, 2021, through Resolution No. 2021-134.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County of Mariposa will be deemed non-compliant in meeting the terms of the program, ultimately resulting in HHSA clients not receiving vital services.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Solutionz Conferencing Agreement 21-24 Wallsignatures Res #2021-134**
2. **First Amendment - Solutionz Conferencing Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-134

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Agreement with Solutionz Conferencing, Inc for Information and Technical Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with Solutionz Conferencing, Inc to provide services that meet requirements of United States Department of Agriculture Rural Utilities Services (**RUS**) for funding of Distance Learning and Telemedicine Grant Program in an amount not to exceed $920,083; and authorize the Board of Supervisors Chair to sign the agreement.

The Distance Learning and Telemedicine program helps rural communities in acquiring distance learning and telemedical technologies so that county government professionals who service rural residents can link to peers in other communities and leverage respective expertise. This program provides valuable tools in improving the quality of life for thousands of residents in rural communities across the United States.

Through a Request for Proposal process, Solutionz proved to be the best suited contractor and has been awarded the opportunity to partner with County of Mariposa Health and Human Services Agency (**HHSA**) in fulfilling the requirements of the Distance Learning and Telemedicine program. Among numerous functions, Solutionz will provide and install video conference technology equipment, implement information solutions at designated work sites, and deliver required training and consultation on staff and client usage of video conferencing service.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved funding for the Distance Learning and Telemedicine Grant Program on January 22, 2019 through Resolution No. 2019-42.

Board of Supervisors approved an agreement with Solutionz Conferencing, Inc on November 26, 2019 through Resolution No. 2019-672.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve, the County of Mariposa will be deemed noncompliant in meeting the terms of the program and will forfeit the opportunity to receive $920,083 in telemedical technology equipment, ultimately resulting in

Resolution - Action Requested 2021-134

community members not receiving vital services.

FINANCIAL IMPACT:
The costs of this agreement will be funded through a United States Department of Agriculture Rural Utilities Services (RUS) grant totaling $799,083 plus $94,303 HHSA match and $26,697 JCF match (if they choose to continue to participate) for a total of $920,083. There is no impact to the County General Fund.

ATTACHMENTS:
Solutionz Agreement - January 8 2021 (PDF)
Attchment B - Budget (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

RES. NO. 21-134

AGREEMENT FOR INFORMATION AND TECHNICAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of March, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Solutionz Conferencing, Inc., ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on February 1, 2021 and terminate on January 31, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform information and technical services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $920,083. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement 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.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and 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: 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 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 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 appropriate to the Contractor's profession, with limit no less than $2,000,000 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.

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, 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. 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 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation 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.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability

to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with 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 require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) 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.

(9) 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.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Solutionz Conferencing, Inc.
901 Bringham Avenue
Los Angeles, CA 90049

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Mariposa Health and Human Services Agency. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

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

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to

such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

(Signature)

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A
STATEMENT OF WORK

Project Overview

Mariposa County Health and Human Services Agency (HHSA) has asked Solutionz to provide cart based video conference and telemedicine care base solutions for their offices and community sites in Mariposa County, California. Solutionz is to help with finalizing and executing the preliminary plan which is subject to changes (please see Attachment *Budget* for details).

Note: The full project *Budget* assumes that John C. Fremont (JCF) Healthcare District Board will choose to fully participate and authorize installation at their location. The JCF site equipment installation, and the corresponding section of the *Budget* ($177,979.60 on lines 108-128), is contingent on the JCF Board authorizing the installation and transferring their 15% cash match ($26,696.94) to HHSA before that equipment is ordered and installed. If JCF chooses not to proceed with the installation at the JCF site, then that portion of the proposed equipment will not be installed there.

Exhibit B
COST PROPOSAL

The contract is not to exceed $920,083. The information stated contained in this Exhibit B and within the Attachment *Budget* represents an estimated proposal, as actual prices may be lower and items may be changed for another brand at the time of actual ordering and installation of equipment.

Contractor will submit detailed invoices subject to approval for services and equipment rendered to HHSA.

Note: The full project *Budget* ($920,083) assumes that John C. Fremont (JCF) will choose to fully participate financially by paying their cash match. The JCF site equipment installation, and that portion of the *Budget* ($177,979.60 on lines 108-128), is contingent on JCF transferring their 15% cash match ($26,696.94) to HHSA before that equipment is ordered and installed. If JCF chooses not to pay their cash match in advance, that equipment will not be ordered or installed at the JCF site.

FIRST AMENDMENT TO AGREEMENT FOR INFORMATION AND TECHNICAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INFORMATION AND TECHNICAL SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Solutionz Conferencing, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated March 16, 2021, wherein Contractor agreed to provide information and technical services; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to April 30, 2024.

Except as herein amended, the Agreement dated March 16, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	David Detrinidad, Vice President of Sales Solutionz Conferencing, Inc
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Last Revised: 1/17/2023

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Accept Resignation and Recognize the Service of Koren Blau-Monroe to the Code Compliance Advisory Committee

---

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Koren Blau-Monroe to the Mariposa County Code Compliance Advisory Committee.

Blau-Monroe is unable to continue to serve at this time.

With this action there will be 3 vacancies on this committee.

Appointments, term expiration/vacancies are advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Blau-Monroe was appointed on October 03, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: None, other than negative action.
Negative Action: Do not recognize the service of this member.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **231206 Koren Monroe Resignation Email**
2. **231214 CCAC Vacancy Notice 3**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

From: Koren Monroe
To: Sophea Craighead
Subject: Re: CCAC December 6th Agenda Packet
Date: Wednesday, December 6, 2023 9:03:08 AM
Attachments: image001.png
image002.png
image001.png

It is with a heavy heart I have to resign from the board due to unreliable transportation. I'm not able to attend the meetings and don't believe it is fair to the board.
Thank you again,
Koren Blau-Monroe

On Wed, Nov 29, 2023, 2:43 PM Sophea Craighead <SCraighead@mariposacounty.org> wrote:

> Hello,
>
> Below is the link to your agenda packet for the December 6th meeting.
>
> Code Compliance Advisory Committee - December 6, 2023 • Agendas & Minutes - Mariposa County, CA • CivicClerk
>
> Have a great day!
>
> **Sophea Craighead| Office Technician**
>
> Mariposa County Planning Department
>
> 5100 Bullion Street | P.O. Box 2039 | Mariposa, CA 95338
>
> Main: (209) 966-5151 | Direct: (209) 742-1223 | Fax (209) 742-5024
>
> scraighead@mariposacounty.org

Mariposa County

STEVE ENGFER
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org
www.mariposacounty.org

NOTICE OF THREE (3) VACANCIES ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

There are three (3) vacancies that currently exist on the Code Compliance Advisory Committee (CCAC), two (2) are to fill remaining terms, that will expire February 28, 2025, and one is for a three (3) year term.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

- Members shall reside in Mariposa County.
- Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
- Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.
- The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

The PURPOSE AND TASKS of the CCAC include the following:

- Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
- Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
- Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
- Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The RESPONSIBILITIES of the CCAC include the following:

- Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

- Review and understand existing County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.
- Review, understand and comply with the state's Brown Act requirements.
- Review and understand state law requirements for code compliance activities at a local level.
- Review and understand due process requirements.
- Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
- Review and learn about what other similar or neighboring jurisdictions do for code compliance.
- Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you are interested in serving on the committee, please submit an application and Supplemental Questionnaire for the CCAC to: **Clerk of the Board, PO Box 784, Mariposa, CA 95338**

DEADLINE FOR APPLICATIONS: Open Until Filled

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and **On-line** at: https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=

For more Information visit the County Website or contact: Steve Engfer, Planning Director Mariposa County Planning Department Telephone: (209) 966-5151; email:sengfer@mariposacounty.org

Posting Locations:
Mariposa County Planning Department
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Bootjack Store
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Catheys Valley Post Office
Coulterville Post Office
El Portal Post Office
www.mariposacounty.org/planning

Posted: Mailed for posting on 12/14/23 ~ Leave posted until notified.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-15

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve First Amendment to Lease Agreement with Jennifer Kiser and Peter Kiser Increasing the Amount by $6,959 for a New Amount not to Exceed $30,005, for Unexpected Costs Associated with Preparing an Exterior Wall for Installation of Mural; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Lease Agreement with Jennifer Kiser and Peter Kiser Increasing the Amount by $6,959 for a New Amount not to Exceed $30,005, for Unexpected Costs Associated with Preparing an Exterior Wall for Installation of Mural; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The lease has been amended to accommodate unanticipated costs associated with restoring the exterior wall. The agreement increased by $6,959, and all costs will be covered by the grant (in the existing allocated grant fund 5540), so there is no budget action needed. The lease agreement is with willing landowners who own the property where the mural was installed. The property currently houses the Mountain Fitness Gym and is owned by the Kiser's. The location for the mural was identified in the Creative Placemaking Strategy (CPS; adopted in 2021) as a potential location for future murals due to its visibility for both pedestrian traffic, and adjacency to existing community landmarks, such as the Mariposa Creek Parkway. This lease agreement pays for the preparation of the exterior wall for the installation of a mural which was approved by the Board on August 15th, 2023 and completed in November of this year.

The Mariposa Gateway Enhancement Project is being funded by CalTrans' Clean California Grant, and the project is being implemented by the Planning Department. The project consists of both gateway elements and murals that will help celebrate our native landscapes, in particular the flora and fauna found in and along Mariposa Creek, in accordance with the Mariposa Creek Parkway restoration currently underway. The Mariposa Gateway Enhancement project is a direct implementation of the recommendations of the Mariposa County Creative Placemaking Strategy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received two updates on this project, in addition to the following Board actions:
January 11th, 2023 - RES-2022-25: Approve submittal of an application to the clean California Grant Program
August 2nd, 2022 - RES-2022-459: Sign a Transportation Art Agreement with Caltrans
August 23rd, 2022 - RES-2022-491: Approve an Agreement with Consultant Team Led by Atlas Lab to Design Murals and Gateway Elements

January 17th, 2023 - RES-2023-28: Budget Action Approving Transfer of Funds
August 1st, 2023 - RES-2023-316: Approve Mural at APN 013-124-003 (5109 Highway 140)
August 15th, 2023 - RES-2023-466: Approve the Final Design of the Mural to be Located at APN 013-182-002 (5041 Highway 140); Authorize the Board of Supervisors Chair to Enter Into a Lease Agreement with Jennifer Kiser and Peter Kiser for Installation of a Mural at this Location; and Authorize the Board of Supervisors Chair to Sign a Property Use Agreement with the Garber Family Trust for Installation of this Mural on the Adjacent Property.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County will have to use General Funds to compensate the property owners.

FINANCIAL IMPACT

Costs associated with this lease agreement will be covered by the Clean California Grant budget in Project fund: 5540.

ATTACHMENTS

1. **Amendment**
2. **Original Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

FIRST AMENDMENT TO LEASE EXTERIOR WALL SURFACE TO ALLOW INSTALLATION OF MURAL

THIS FIRST AMENDMENT TO AGREEMENT TO LEASE EXTERIOR WALL SURFACE TO ALLOW INSTALLATION OF MURAL, is made and entered into this _____ day of January 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Jennifer and Peter Kiser, hereinafter referred to as "Property Owner."

WHEREAS, County and Property Owner have heretofore entered into an Agreement dated December 13th, 2023, wherein Property Owner agreed to prepare the exterior surface for installation of the mural; and

WHEREAS, County and Property Owner desire to amend said Agreement to change the compensation to be provided to Property Owner;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $6,959 will be added to the original amount of $23,046, making the total compensation paid to Contractor the not to exceed amount of $30,005.

Except as herein amended, the Agreement dated December 13th, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

_____
Miles Menetrey , Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

PROPERTY OWNER

_____
Jennifer and Peter Kiser
Property Owner

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

DocuSign Envelope ID: E0363419-30F0-4A16-AE2E-9664801953A3

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-466

MEETING: August 15, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Final Design of the Mural to be located at APN 013-182-002 (5041 Hwy 140); Authorize the Board of Supervisors Chair to enter into a Lease Agreement with Jennifer and Peter Kiser for Installation of a Mural at this location; and Authorize the Board of Supervisors Chair to Sign a Property Use Agreement with The Garber Family Trust for Installation of this Mural on the Adjacent Property

---

RECOMMENDATION AND JUSTIFICATION

Approve the Final Design of the Mural to be located at APN 013-182-002 (5041 Hwy 140); Authorize the Board of Supervisors Chair to enter into a Lease Agreement with Jennifer and Peter Kiser for Installation of a Mural at this location; and Authorize the Board of Supervisors Chair to Sign a Property Use Agreement with The Garber Family Trust for Installation of this Mural on the Adjacent Property.

The Mariposa Gateway Enhancement Project is being funded by CalTrans' Clean California Grant, and the project is being implemented by the Planning Department. The project consists of both gateway elements and murals that will help celebrate our native landscapes, in particular the flora and fauna found in and along Mariposa Creek, in accordance with the Mariposa Creek Parkway restoration currently underway. The Mariposa Gateway Enhancement project is a direct implementation of the recommendations of the Mariposa County Creative Placemaking Strategy.

The Creative Placemaking Strategy Advisory Committee passed a resolution of support on 7/17/23 for this mural recommending that the Board approve it. Additionally, the project has been preliminarily reviewed by the Historic Sites and Records Preservation Commission on 7/10/23, and is currently scheduled for their final review and approval on 8/14/2023. On August 1st, 2023, the Board approved a mural at 5109 Hwy 140 which is also part of the Mariposa Gateway Enhancement Project. The lease and property use agreement are with willing landowners who own the property and the property adjacent to where the proposed mural will be located, respectively. The property that the mural will be installed on currently houses the Mountain Fitness Gym and is owned by the Kiser's, and the adjacent property is APN 013-182-003 which is the location of the Grizzly Gas Station and is owned by the Garber Trust. This location for the mural was identified in the Creative Placemaking Strategy (CPS; adopted in 2021) as a potential location for future murals due to its visibility for both pedestrian traffic, and adjacency to existing community landmarks, such as the Mariposa Creek Parkway.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received two updates on this project, in addition to the following Board actions:

DS HH

January 11th, 2023 - RES-2022-25: APPROVE SUBMITTAL OF AN APPLICATION TO THE CLEAN

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CALIFORNIA GRANT PROGRAM
August 2nd, 2022 - RES-2022-459: SIGN A TRANSPORTATION ART AGREEMENT WITH CALTRANS
August 23rd, 2022 - RES-2022-491: APPROVE AN AGREEMENT WITH CONSULTANT TEAM LED BY ATLAS LAB TO DESIGN MURALS AND GATEWAY ELEMENTS
January 17th, 2023 - RES-2023-28: BUDGET ACTION APPROVING TRANSFER OF FUNDS
July 20th, 2023 - RES-2023-347: APPROVE THE MARIPOSA GATEWAY ELEMENTS
August 1st, 2023 - RES-2023-275: APPROVE PROPERTY USE AGREEMENT WITH JOHN HERTLE FOR INSTALLATION OF A MURAL
August 1st, 2023 - RES-2023-316: APPROVE MURAL AT APN 013-124-003 (5109 HIGHWAY 140)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the agreement, the project will face significant delays.

FINANCIAL IMPACT

Costs associated with the installation of the murals will be covered by the Clean California Grant budget in Project fund: 5540.

ATTACHMENTS

1. **Garber Trust Agreement**
2. **CPSAC Resolution of Support**
3. **Resolution for Mountain Fitness Mural**
4. **Mountain Fitness Mural Design**
5. **Kiser Lease Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

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AGREEMENT TO LEASE EXTERIOR WALL SURFACE TO ALLOW INSTALLATION OF MURAL

This Permit Lease/Agreement (the "Agreement") is made on December 13th, 2023 between Jennifer Kiser and Peter Kiser (hereinafter referred to as the "Property Owner"), with an address of 5041 Highway 140, Mariposa, CA 95338, and the County of Mariposa, 5100 Bullion St., Mariposa, California 95338 (hereinafter referred to as the "County") to permit Artist, who is party to the agreement authorized by Resolution 2022-490 adopted on August 23, 2022, to install gateway elements in the Town of Mariposa, including a Mural in the County at the Property Owner's address (the "Mural" and/or "Project").

1. LOCATION & DEPICTION OF THE MURAL

The Property Owner and the County agree that the Artist shall install the Mural on the exterior surface of the Southeast façade of the premises at 5041 Highway 140, Mariposa, CA 95338. County shall select the design of the mural in its sole discretion. County, as trustee, consents to the southeast wall preparation with stucco or treating and painting the existing redwood siding as an improvement of at least equal value to the building in its current condition.

2. AUTHORIZATION PROPERTY

Property Owner authorizes Artist to install the Mural at the Project Site.

3. TERM

This agreement shall have a term of ten years from the effective date. County agrees to maintain the Mural on the Project Site for ten years from the date that installation is completed. Property Owner grants the County reasonable access to maintain the Mural during the term of this agreement. After expiration of this agreement, Property Owner shall be responsible to maintain the Mural, unless an additional maintenance agreement between Property Owner and County is established.

4. SUPERVISION

County shall notify Owner in writing when Artist intends to install the Mural so that Owner can supervise Artist's installation to the extent necessary to protect Owner's surface-mounted facility from damage. Artist may proceed with the installation if Owner is not present.

5. INSTALLATION & COMPLETION OF THE MURAL

The Property Owner shall prepare the exterior surface for installation of the mural by removing the existing vinyl siding and restoring and painting the existing redwood siding or applying stucco. Stucco shall be installed following the standards outlined in Section 2510 of the California Building Code and the local Building Department Standards. Stucco finish shall be smooth to resemble adobe. Restoration and paint shall meet all construction standard requirements applicable.

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The Property Owner shall complete the preparation of the exterior surface by September 20, 2023.

The County shall bear no responsibility for preparation of the exterior surface.

Upon completion of the exterior surface preparation, Property Owner shall give notice of completion of the exterior surface preparation to County. Within 30 days of receipt of the notice of completion, County shall pay Property Owner a lump sum payment of $23,046. This lump sum payment shall compensate the Property Owner for the exterior surface preparation and the use of the exterior surface for a mural for the entire term of this agreement.

The Property Owner and the County agree that the Artist shall follow the established project schedule. During installation, the Artist will use reasonable efforts at all time to safely guard the Project, the Property and adjacent property, including underground utilities, from damage, injury or loss in connection with the Project. Artist will provide, erect, and maintain barricades, fences, lights, and other devices, as the County may require, to warn the public and guard the site and shall take such other precautionary measures as are reasonably necessary to protect persons, property, and the work done under this Agreement. Additionally, the Artist will clean up the site at reasonable intervals and at other times when directed by the County. At all times, the site will be kept clean, free of dust, construction debris, and trash. Upon completion of the Project, Artist will remove all equipment and any waste materials, not previously disposed of, leaving the site thoroughly clean.

The Property Owner is responsible for applying for and receiving local permits related to the wall preparation, including the minor remodel permit required by Mariposa County and the necessary inspections. The County will offer administrative support, in terms of facilitating and assisting with the relevant review processes, as needed, and will be responsible for the permits and approvals needed to authorize the mural.

The Artist will notify the County when the Mural is fully installed and complete. If work on the mural has begun but is permanently stopped, due to actions by the County, the County agrees to restore the wall to its pre-mural condition, including repainting the wall as necessary.

6. LOSS OF MURAL

In the event of fire, accident, strike, delays, floods, acts of God, or other unforeseen causes beyond the reasonable control of the parties that necessitates the loss of the Mural, the Parties hereto release the other from any and all obligations herein contained and from any and all damages that result or may result from the loss of the Mural, other than as specified herein.

7. REVOCATION OF AGREEMENT

This Agreement is revocable by the County, if it is determined at any time that the Mural being installed does not comply with the approved application. Upon revocation of a permit, all work on the Mural shall stop immediately.

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If any party fails or refuses to perform according to the terms of this Agreement, a declaration of default by any party must be made in writing to the other party, describe how the allegedly defaulting party has failed to perform according to the terms of this Agreement, and provide a reasonable opportunity to cure the default that is consistent with the approved Project.

8. AMENDMENT

This Agreement may be amended if agreed to in writing executed by all of the parties hereto, and subject to approval by County if any amendment is not consistent with County Code or is not consistent with the Project as approved by County.

9. INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of California. Any legal action to enforce or interpret the terms of this Agreement shall be brought in a court of competent jurisdiction in Mariposa County, California.

10. INDEPENDENT CONTRACTOR

The County and Property Owner agree that an employer-employee relationship does not exist between them, and that their relationship is strictly that of contract.

11. NOTICES

The addresses listed in the first paragraph of page 1 shall be used for all notice requirements, unless stipulated otherwise in writing.

12. SEVERABILITY

If and to the extent that any court of competent jurisdiction is unable to construe part or all of any provision of the Agreement, and holds part or all of that provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of the Agreement, which shall remain in full force and effect.

13. CAPTIONS

The captions at the beginnings of the several sections of the Agreement are not a part of the context hereof but are merely labels to assist in locating and reading such sections, and shall be ignored in construing the Agreement.

DocuSign Envelope ID: E0363419-30F0-4A16-AE2E-9664801953A3

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA:

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

PROPERTY OWNER:

DocuSigned by:
C34F58A73AE04AA...

Jennifer Kiser and Peter Kiser
Property Owner

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel/Risk Manager

DocuSign Envelope ID: E0363419-30F0-4A16-AE2E-9664801953A3

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Deanna Anderson	
Bethany Insurance Agency Inc 279 E Arrow Hwy Suite 101 San Dimas CA 91773	PHONE (A/C, No, Ext): (909) 305-0070	FAX (A/C, No): (909) 305-0087
	E-MAIL ADDRESS: clrequest@bethanyins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE FIRE UNDERWRITERS INS CO	20702
INSURED Peter and Jennifer Kiser 5041 California 140 Mariposa CA 95338	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			D0168355A	04/24/2023	04/24/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PROOF OF INSURANCE

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deanna Anderson

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ACORD®

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 04/24/2023

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS	PHONE (A/C, No, Ext):	COMPANY NAME AND ADDRESS	NAIC NO:
Bethany Insurance Agency Inc 279 E Arrow Hwy, Ste 101 San Dimas CA 91773	(909) 305-0070	ACE FIRE UNDERWRITERS INS CO	20702
FAX (A/C, No): (909) 305-0087	E-MAIL ADDRESS: clrequest@bethanyins.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE: Business Owners	
AGENCY CUSTOMER ID #:			
NAMED INSURED AND ADDRESS: Peter and Jennifer Kiser 5041 California 140 Mariposa CA 95338		LOAN NUMBER	POLICY NUMBER: D0168355A
		EFFECTIVE DATE: 04/24/2023	EXPIRATION DATE: 04/24/2024
		☒ CONTINUED UNTIL TERMINATED IF CHECKED	
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION: 5041 California 140, Mariposa CA 95338

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 968,156 DED: $5,000

	YES	NO	N/A		
☒ BUSINESS INCOME ☐ RENTAL VALUE	X			If YES, LIMIT:	☒ Actual Loss Sustained; # of months: 12
BLANKET COVERAGE		X		If YES, indicate value(s) reported on property identified above: $	
TERRORISM COVERAGE	X			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		X			
IS DOMESTIC TERRORISM EXCLUDED?		X			
LIMITED FUNGUS COVERAGE	X			If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	X				
REPLACEMENT COST	X				
AGREED VALUE		X			
COINSURANCE		X		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT:	DED:
- Demolition Costs	X			If YES, LIMIT:	DED:
- Incr. Cost of Construction	X			If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)		X		If YES, LIMIT:	DED:
FLOOD (If Applicable)	X			If YES, LIMIT: 100,000	DED: 1,000
WIND / HAIL INCL ☒ YES ☐ NO Subject to Different Provisions:	X			If YES, LIMIT:	DED:
NAMED STORM INCL ☐ YES ☐ NO Subject to Different Provisions:		X		If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			X		

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

☐ CONTRACT OF SALE ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

NAME AND ADDRESS:
Proof Of Insurance
XXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXX

LENDER SERVICING AGENT NAME AND ADDRESS:

AUTHORIZED REPRESENTATIVE: Deanna Anderson

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-16

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Ratify an Agreement with AmeriCorps Project Sponsor for the Awarded Partnership with Camping Unlimited, an AmeriCorps NCCC Crew (Camp Krem in Awahanee) between January 8 and April 17, 2024

RECOMMENDATION AND JUSTIFICATION

Ratify an Agreement with AmeriCorps Project Sponsor for the Awarded Partnership with Camping Unlimited, an AmeriCorps NCCC Crew (Camp Krem in Awahanee) between January 8 and April 17,2024

Mariposa County has been awarded an AmeriCorps NCCC crew between January 8 and April 17 in partnership with Camping Unlimited (Camp Krem in Awahanee). The group of eight 18-to-26 year olds will be working three days per week for Mariposa-based nonprofit and partner organizations and two days per week for Camp Krem. Camp Krem will be providing housing for the crew. AmeriCorps NCCC offers young people hands-on-experience and work with service-focused organizations throughout the country. In total, the crew will work 45 days and 2,880 person/hours for Mariposa County organizations at no cost to the County.

The crew will work on fire prevention, beautification, and recreation-centered projects and will partner with seven local organizations: University of California Extension (UCCE) Fire Education Program, Mariposa County Fire Safe Council, UCCE Master Gardeners, UC Merced Yosemite Field Station, Mariposa Trails, Sierra Foothill Conservancy, and the Bureau of Land Management's Briceburg Recreation Area. During their time in Mariposa County, they will also have 5 full days of training and education. One of the program's objectives is to help young people launch their professional lives and expose them to service-oriented careers.

The crew will be working on the following projects as part of their 3-month-long service experience:
(1) The UCCE Master Gardeners of Mariposa County will host the crew to remove weeds and to establish a native plant demonstration area at the intersection of HWY 49 and HWY 140. The NCCC crew will help with site preparation and the planting and installation of mulch and irrigation.
(2) The UCCE Fire Education Program and Mariposa County Fire Safe Council (MCFSC) will partner with the NCCC crew for fuel clearance and defensible space work. Fire clearance will include brush clearing, removal of dead or downed trees and limbs, and managing burn piles on properties identified by MCFSC.
(3) The UC Merced Yosemite Field Station will welcome the crew for work on maintenance of the Field Station's facilities. Projects will include deck staining, painting, and landscaping.
(4) Mariposa Trails and the NCCC crew will perform trail maintenance on the Hites Cove Trail in Sierra National Forest. The NCCC crew will work with Mariposa Trails to build rock walls (if needed), clear

and/or re-establish pathways, install structures to minimize erosion, and reduce plant growth next to the trail.
(5) Sierra Foothill Conservancy (SFC) will have a variety of workdays on its conservation easements and preserves for the NCCC crew on projects including restoration, habitat enhancement, invasive species removal, and maintenance of SFC properties.
(6) The Bureau of Land Management's Briceburg Recreation Area and the NCCC group will do trail work on the Merced River Trail to prepare the trail for the increased visitation which will accompany wildflower season.

The sponsorship agreement requiring ratification details the responsibilities of AmeriCorps NCCC and Mariposa County as part of this partnership. Mariposa County last hosted an AmeriCorps NCCC crew in 2017 which, among other projects, completed the butterfly mural on Highway 140 and assisted with recovery from the Detwiler Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County previously hosted an AmeriCorps crew in 2017. At that time, the Board of Supervisors approved two initiatives related to the crew's work:
RES 2017-720 - Ratifying the application submitted to the AmeriCorps NCCC to assist with Detwiler Fire Recovery
RES 2017-719 - Approving an agreement between AmeriCorps and the County of Mariposa to partner on Detwiler Fire Recovery efforts and assign the County a team of volunteers

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would result in Mariposa-based organizations missing out on the opportunity to have over 2,800 volunteer-hours to help with fuel clearance, beautification, and recreation-focused work.

FINANCIAL IMPACT

There is no cost to the County to host the AmeriCorps NCCC crew or enter into this sponsorship agreement.

ATTACHMENTS

1. **Signed Doc Americorps**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** 12/27/2023

From: Will Fassett **Agreement with:** AmeriCorps

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ■ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☐ **No** ■ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ■ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☐ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: N/A, vendor already signed
(Name of person signing the agreement and their title)

Vendor Email: N/A, Will Fassett will deliver agmt to vendor
(Email of signee)

For: AmeriCorps Service Projects in Mariposa County
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 01/08/2024 - 04/17/2024
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? Yes ☐ **No** ■
(If Yes, attach copies of all prior amendments, AS WELL AS THE INITIAL AGREEMENT.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? Yes ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

■ **BOARD ACTION** M/Traq ID # or Res No.: 899 Scheduled Date: 1/9/2024

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):** Note: Item is being ratified on 1/9/2024

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

☐ $_____ **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

DS BG

Digital Signatures Authorized (Res. 20-456): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22;
Purchasing Policy Authorized (Res.22-462): 08-16-2022
Form Revision Date: 10-16-23

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AmeriCorps

AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS
Project Sponsor Agreement
Between
AmeriCorps, through its NCCC Program
And
Mariposa County

For Service Project Number 2024-01-229

This Agreement is entered into by and between AmeriCorps National Civilian Community Corps National Service Program (hereinafter referred to as the "AmeriCorps NCCC") and the Mariposa County

(hereinafter referred to as the "Project Sponsor").

Whereas, the National and Community Service Act of 1990, as amended, 42 U.S.C. § 12501, et seq., specifically 42 U.S.C. §12612, authorizes the federal agency Corporation for National and Community Service (DBA AmeriCorps) to establish the National Civilian Community Corps (NCCC);

Whereas, the Project Sponsor's service project proposal and/or supplemental check list (when applicable) has been approved by AmeriCorps staff managing the NCCC program, is hereby attached, and is incorporated into this agreement by reference;

Whereas, these service projects will meet an identifiable public need and emphasize the performance of community service activities that provide meaningful community benefits and opportunities for service learning and skills development for AmeriCorps members serving in NCCC;

Whereas, each Party to this Agreement is a separate and independent organization. As such, each organization retains its own identity in providing services, and each organization is responsible for establishing its own policies and financing its own activities (except as specifically set forth in this Agreement). Nothing in this Agreement authorizes AmeriCorps or the Project Sponsor to obligate the funds of the other Party, or does it authorize either party's involvement in, or approval of, other, unrelated activities engaged in by either Party. The Agreement also does not create any employment relationship, partnership, joint venture, or other similar legal relationship between the NCCC AmeriCorps and the Project Sponsor, and neither party has the authority to bind, or act on behalf of, the other.

The parties hereby agree to the terms and conditions as follows:

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I. AmeriCorps Responsibilities

A. AmeriCorps NCCC agrees that approximately 1 Team, consisting of approximately 8 AmeriCorps members, from the NCCC Pacific Region, will perform the following service project(s) in conjunction with the Project Sponsor:

1. Project No. 2024-01-229, as described in the AmeriCorps NCCC Service Project Application, submitted by the Project Sponsor on Oct 30, 2023 and approved by AmeriCorps NCCC on Nov 21, 2023.

2. The AmeriCorps NCCC Team will perform the tasks as specified in the Service Project Application, with the following modifications or considerations:

This project is now partnered with a co-sponsor, Camping Unlimited in which the AmeriCorps NCCC team will be serving during this round.

Jan. 8 - March 2
The team will serve 3 days/week with Mariposa County and 2day/week with Camping Unlimited. Camping Unlimited will provide lodging for the team during this time.

March 3-March 21
The team will serve 5 days a week with Mariposa County and Mariposa county will provide lodging during this time.

March 22 - April 17
Team will serve 3day/week with Mariposa County and 2days/week with Camping Unlimited. Camping Unlimited will provide lodging during this time.

Tasks remain the same for Mariposa County. Additional Tasks with Camping Unlimited include:
cutting deadfalls, clearing brush, trimming/burning trees; repairing fences, cabins, roofs; trail maintenance; potential for garden/playground cleanup; building a garden; removing poison oak and blackberry; repairing roads with curshed rock; build an outdoor deck for music pavilion.

B. Period of Performance: The AmeriCorps NCCC Team will begin the service project not before Jan 8, 2024 and the service project projected completion is on or about Apr 17, 2024. If, however, the AmeriCorps NCCC Team is unable to begin or end the service project on said dates, AmeriCorps will notify the Project Sponsor in writing of this delay.

C. No AmeriCorps member of an AmeriCorps NCCC Team (including any AmeriCorps member or Team Leader) shall sign any document provided by the Project Sponsor or any representative or employee of the Project Sponsor, including but not limited to: liability waivers, hold harmless agreements, indemnification agreements, or employment-related documents. In the event that an AmeriCorps member of an AmeriCorps NCCC Team signs a document provided by the Project Sponsor or any representative or employee of the Project Sponsor, the signature on any such document shall have no force or effect of law. Neither the AmeriCorps NCCC Team nor any Team Leader or AmeriCorps member thereof, may legally bind AmeriCorps, the AmeriCorps NCCC Team, or the AmeriCorps NCCC Program.

D. The AmeriCorps NCCC Team and all of its individual members constitute federal assistance to the Project Sponsor.

E. AmeriCorps members and AmeriCorps members who serve as a Team Leaders are covered by the Federal Tort Claims Act, 28 U.S.C. §2671, et seq. Therefore, any tort claims against AmeriCorps members and/or AmeriCorps members who serve as Team Leaders arising out of incidents

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occurring while acting within the scope of their duties will be adjudicated under the Federal Tort Claims Act.

F. AmeriCorps members and AmeriCorps members who serve as Team Leaders are also covered by the Federal Employees Compensation Act, 5 U.S.C. §8101, et seq. Consequently, any worker compensation claims filed by AmeriCorps members and/or AmeriCorps members who serve as Team Leaders arising out of incidents occurring while acting within the scope of their duties will be adjudicated under the Federal Employees Compensation Act.

G. AmeriCorps members and AmeriCorps members who serve as Team Leaders are not employees in any manner whatsoever of the Project Sponsor but are participants in a federally-funded and federally-operated program of AmeriCorps. The AmeriCorps NCCC Program is solely responsible for the overall management, supervision, and discipline (e.g. right to remove or discharge) of all AmeriCorps members and AmeriCorps members who serve as Team Leaders.

II. Project Sponsor's Responsibilities

A. The Project Sponsor will provide equipment, supplies, training, and technical supervision as specified in the approved Service Project Application with the following modifications or considerations:

B. In the event the Project Sponsor provides (subject to the concurrence by an authorized AmeriCorps official) vehicles for Team Leaders, AmeriCorps members or AmeriCorps Staff (only those trained and certified to drive government vehicles) to use to perform project tasks, the Project Sponsor and/or Partnering Organization agrees to ensure that such drivers are authorized operators under the Project Sponsor's automobile liability insurance, and further agrees to hold AmeriCorps, AmeriCorps' employees, the AmeriCorps NCCC Program, AmeriCorps members and AmeriCorps members who serve as Team Leaders harmless for any damages to the

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Project Sponsor's vehicles, that may occur as a result of AmeriCorps' authorized use of such vehicles. The Project Sponsor also agrees to assume all costs of repair for any damages to Project Sponsor's vehicles. Check applicable.

(●) I authorize AmeriCorps NCCC Program AmeriCorps members, AmeriCorps Members who serve as Team Leaders, or AmeriCorps Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.

( ) I DO NOT authorize AmeriCorps NCCC Program AmeriCorps Members, AmeriCorps Members who serve as Team Leaders, or AmeriCorps Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.

C. In the event the Project Sponsor provides (subject to the concurrence of by an authorized AmeriCorps official) equipment for AmeriCorps members, AmeriCorps members who serve as Team Leaders, or AmeriCorps Staff to use to perform project tasks, the Project Sponsor and/or Partnering Organization agrees to ensure that such individuals are authorized users/operators under the Project Sponsor's liability insurance. The Project Sponsor also agrees to assume all costs of repair for any damages to Project Sponsor's equipment.

D. If applicable, the Project Sponsor will assist with the lodging, meals, and other support for the AmeriCorps NCCC Team as described in the Service Project Application and/or specified below. If the Project Sponsor and AmeriCorps agree to enter into a cost-share agreement in support of this project, a separate cost share agreement will be completed and incorporated by reference into this agreement.

Lodging will be provided by the sponsor and co sponsor during the project.
Lodging locations include:
University of California Yosemite Field Station, 7799 Chilnualna Falls Rd.
Wawona, CA 95389
Camp Krem Yosemite 45895 California Hwy 49, Ahwahnee, CA 93601

At both locations, the sponsor and co-sponsor will provide sleeping space, bathrooms, and showers for the team. The sponsor and co-sponsor will provide access to a kitchen for the AmeriCorps NCCC team to prepare their own meals.

AmeriCorps NCCC will provide the AmeriCorps NCCC team a grocery budget to purchase and prepare meals.

Sponsor and co-sponsors will provide cleaning supplies and toliet paper for lodging locations.

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E. The service projects will be lawful, meet an identifiable need in the community, and provide the community with meaningful benefits.

F. The service projects will not require AmeriCorps members and AmeriCorps members who serve as Team Leaders engage in religious instruction, worship services, or any form of proselytization.

G. AmeriCorps members, and AmeriCorps members who serve as Team Leaders participating in the service project will not be required to assist, promote or deter union organizing or assist directly or indirectly any election to Federal office or an election to State or local public office.

H. Project Sponsor agrees to promote, or assist with the promotion of, national service and AmeriCorps, including, but not limited to, the following: providing time for AmeriCorps members, and AmeriCorps members who serve as Team Leaders to hold recruitment events, allowing AmeriCorps members to place yard signs that promote AmeriCorps at the project site, inform the community, the project sponsor's stakeholders, recipients and staff, the community and the general public of the work being performed by the AmeriCorps Team, and encourage young adults to apply to AmeriCorps.

I. The Project Sponsor will comply with all federal statutes, including the National and Community Service Act of 1990, as amended, relating to nondiscrimination, which includes nondiscrimination on the basis of race, color, national origin, sex, age, disability, and in most instances, religion. AmeriCorps prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from AmeriCorps, must be free from all forms of harassment.

J. The Project Sponsor understands that AmeriCorps is part of the National Disaster Response Network, and that all or some of the AmeriCorps members involved in this service project may be called away as part of a national disaster response.

III. Other Project Sponsor Responsibilities - Recognition of AmeriCorps Support

A. **General Statement.** AmeriCorps NCCC Project Sponsors shall identify their projects as AmeriCorps projects.

B. **Visual Representations and Prominent Display** Project Sponsors shall identify their projects as AmeriCorps projects in public communications that references the work being completed by the AmeriCorps members, including, but not limited to, press releases, media activity, website, and social media. Project Sponsors shall also refer to those serving as "AmeriCorps members" and to coordinate any large-scale media activities with AmeriCorps.

All visual representations of the projects by Project Sponsors must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide Project Sponsors technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines. The brand guidelines are available at www.americorps.gov/brand-resources.

C. **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps logo shall be included on publications related to the project.

D. **Brand Identification Through Publicity.** Project Sponsors will place signs that include the AmeriCorps name and logo at all their service sites and may use the slogan "AmeriCorps Serving Here". Project sponsors will post about their AmeriCorps projects on social media and provide other publicity, which may include, but not limited to, public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels. When doing so, individuals must be identified as AmeriCorps members, while projects should be identified as AmeriCorps projects, and where possible, appropriate logos must be displayed.

E. **Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission.** Project Sponsors may not alter the AmeriCorps logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo that will be sold. Project Sponsors must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo in promotional materials.

F. **Prohibited Use or Display of Names and Logos for Certain Activities.** Project sponsors may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute or regulation, including certain political activities.

IV. Modification and Termination

This Agreement may be amended at any time, in writing, by mutual consent of the authorized representatives of the Project Sponsor and AmeriCorps. Termination of this Agreement by either party is accomplished by giving written notice five days prior to the effective date of the termination, except in the case of a national disaster. The Project Sponsor understands that AmeriCorps is part of the National Disaster Response Network, and that all or some of the AmeriCorps members involved in this service project may be called away as part of a national disaster response. In the case of a national disaster response, AmeriCorps will provide as much notice as circumstances allow.

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V. Signatures

The parties below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the date of the final signature and remain in effect until Apr 17, 2024.

REMINDER: Sponsors must check one of the boxes on page 4 to indicate permission or denial of driving privileges for sponsor provided vehicles.

Region Director:

Tanya Gipson-Nahman

Digitally signed by Tanya Gipson-Nahman
Date: 2023.09.15 10:52:11 -07'00'

NCCC Region Director (RD)/RD Designee Signature

Tanya Gipson-Nahman

Printed Name

Region Director

Title

Dec 18, 2023

Date

3427 Laurel St., McClellan, CA 95652

Address Line 1

Address Line 2

202-355-2053

Phone

Project Sponsor:

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...

Project Sponsor Signature

Miles Menetrey

Printed Name

Mariposa County Board Chair

Title

12/28/2023 | 10:13 AM PST

Date

5100 Bullion Street/PO Box 784, Mariposa, CA 95338

Address Line 1

Address Line 2

209-742-1246

Phone

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

STEVEN W. DAHLEM
County Counsel

AmeriCorps

INTERNAL USE ONLY:

Project Title:
Project Number:
State:
Focus Area:
APD:
Rural ◯ Urban ◯ Suburban ◯ Wilderness ◯
New Sponsor ◯ Returning Sponsor

AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS (NCCC) SERVICE PROJECT APPLICATION

APPLICANT INFORMATION

1	Organization Name	Mariposa County				
	Mailing Address	PO Box 784				
	City	Mariposa	State	CA	ZIP	95338
	Office Telephone	(209)742-1246	Ext.			
	Secondary Sponsor Organization Name					
	Mailing Address					
	City		State		ZIP	
	Office Telephone		Ext.			
2	EIN		Secondary Sponsor EIN			
3	Organization Type	◯ Community-Based Nonprofit Organization ◯ Federal Government ◯ Tribal Nation ◯ Local Government or Municipality ◯ National Nonprofit ◯ School ◯ State Government				
4	Authorized Representative	Will Fassett				
	Organizational Title	Grants Analyst				
	Phone Number	209-742-1246	Ext.			
	Email Address	wfassett@mariposacounty.org				
5	Project Site Supervisor	Alison Deak				
	Organizational Title	Fire Advisor				
	Phone Number	209-742-1419	Ext.			
	Email Address	aldeak@ucanr.edu				

PROJECT INFORMATION

6	Estimated Completion Time (Weeks)	14				
	Project Start Date	01/08/2024	Flexible	◉	Fixed	◯
	Project End Date	04/17/2024	Flexible	◯	Fixed	◯

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Expiration Date: 10/31/2025

PROJECT FOCUS AREAS AND OBJECTIVES

7	Primary Area of Community Need	○ Energy Conservation ○ Environmental Stewardship and Conservation ○ Infrastructure Improvement ○ Natural and Other Disasters ○ Urban and Rural Development
8	Secondary Area of Community Need	○ Energy Conservation ○ Environmental Stewardship and Conservation ○ Infrastructure Improvement ○ Natural and Other Disasters ◉ Urban and Rural Development
9	Disaster Type (if applicable)	○ Preparedness ○ Readiness ○ Mitigation ○ Recovery ○ Not Applicable
10	Project Objectives	☐ Access to Care ☑ At-Risk Ecosystems ☐ Awareness and Stewardship ☐ Capacity Building and Leverage ☑ Community Support ☐ Energy Efficiency ☑ Support ☐ Disaster Assistance Provided ☐ Education ☐ Financial Literacy ☐ Housing ☐ Inclusion of People with Disabilities ☐ Alleviate Poverty ☐ Advance Racial Equity ☐ Mitigate the Impacts of the COVID-19 Pandemic and Other Public Health Crises ☐ Reduce Greenhouse Gas Emissions ☑ Conserve Lands and Waters and Adapt to Changing Climate ☐ Expand Educational and Economic Opportunity ☑ Service to Under-served Individuals and Communities

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AREAS SERVED BY THE PROJECT				
11	State or Territory	California	City or County	Mariposa County
	State or Territory		City or County	
	State or Territory		City or County	
	State or Territory		City or County	

OTHER			
12	Organization Goals Relevant to the Project	1	Protect the Mariposa community from catastrophic wildfire.
		2	Promote recreational activities and the health and wellness of Mariposa County residents.
		3	Support local nonprofit organizations through grant-giving and capacity support.

13	Are there any required permits or zoning variances for this project?	Yes ○	No ◉
	If 'Yes,' please list the specific permits or zoning variances required and state whether you have secured them. Though not required at the time of application, proof of permits may be requested at a later date.		
14	Is your organization currently funded wholly or in part by AmeriCorps?	Yes ○	No ◉
	If 'Yes,' is the proposed project funded by an AmeriCorps State and National grant or any AmeriCorps VISTA resources?	Yes ○	No ◉
	If 'Yes,' to either of the above questions, please provide detailed information concerning the funding source and utilization of those funds.		
15	Will the proposed service replace any of your organization's current or projected staff or contracted labor?	Yes ○	No ◉
16	Could this project be impacted by inclement weather?	Yes ◉	No ○

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	If 'Yes,' do you have sufficient alternate project work opportunities for at least 25% of the project time for the team should there be inclement weather? You will need to provide your inclement weather plan as part of the Need and Project Design Narrative (Question 26).	Yes. We are asking each project partner to develop a plan/learning activities for the group when there is inclement weather.	
17	AmeriCorps conducts background checks on all members which consists of fingerprint-based FBI criminal history search and a check of the National Sex Offender Public Website (NSOPW.org). Will your organization conduct additional background checks?	Yes ○	No ◉
	If 'Yes,' please specify what additional background checks are required and how these requirements will be satisfied. If an organization requires additional background checks for AmeriCorps NCCC members, the organization is responsible for fees associated with the background checks and completing background checks prior to or at the start of the project.		
18	Does this project include possible exposure of AmeriCorps NCCC members to asbestos, lead paint, hazardous waste, mold, or any other safety hazards?*	Yes ○	No ◉
19	Will members be required to work with potentially hazardous chemicals such as solvents, acids, pesticides, herbicides, adhesives, etc.?*	Yes ○	No ◉
20	Are there any current or recent (within the last five years) environmental hazards that campus staff should be aware of near the service and/or lodging sites?* Examples could include but are not limited to: tap water that is undrinkable or not recommended to drink, chemical or hazardous waste spills, mine blowouts impacting waterways/groundwater, chemical weapon storage locations, or oil spills.	Yes ○	No ◉
21	Are there any health or environmental conditions that might preclude an AmeriCorps NCCC member from fully participating based on project location or project conditions?*	Yes ○	No ◉

*Selection of 'Yes' to this question does not preclude your organization from receiving an AmeriCorps NCCC team. You will need to. further explain any hazards or conditions in the Safety and Security Narrative (Question 31).

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LOCATIONS

22

Location of Service #1								Primary Site?	Yes ○	No ◉
Organization	University of California Cooperative Extension Master Gardeners									
Projected Start Date	01/08/2023			Projected End Date	01/26/2023					
Street Address	5009 Fairgrounds Rd									
Address Line 2										
County	Mariposa	City	Mariposa	State	CA	ZIP	95338			
Accessible for people with disabilities?	Yes ○	No ○								
Site Supervisor Name	Sheri Mace									
Organizational Title	Community Education Specialist									
Email Address	smace@ucanr.edu			Phone Number	209-966-2417					

Location of Service #2								Primary Site?	Yes ○	No ◉
Organization	University of California Cooperative Extension Fire Education									
Projected Start Date	1/29/23			Projected End Date	3/1/23					
Street Address	5009 Fairgrounds Rd									
Address Line 2										
County	Mariposa	City	Mariposa	State	CA	ZIP	95338			
Accessible for people with disabilities?	Yes ○	No ◉								
Site Supervisor Name	Alison Deak									
Organizational Title	Fire Advisor									
Email Address	aldeak@ucanr.edu			Phone Number	209-966-2417					

Location of Service #3								Primary Site?	Yes ○	No ○
Organization	University of California Yosemite Field Station									
Projected Start Date	3/4/23			Projected End Date	3/21/23					
Street Address	7799 Chilnualna Falls Rd									
Address Line 2										
County	Mariposa	City	Wawona	State	CA	ZIP	95389			
Accessible for people with disabilities?	Yes ○	No ◉								
Site Supervisor Name	Breezy Jackson									
Organizational Title	Yosemite and Sequoia Field Stations Director									
Email Address	bjackson10@ucmerced.edu			Phone Number	209.628.5758					

*For projects with more than three site locations, please include an attachment with the information required above for each additional location.

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LOCATIONS

22

Location of Service #4								Primary Site?	Yes ◯	No (X)
Organization	Mariposa Trails									
Projected Start Date	03/22/2023			Projected End Date	03/29/2023					
Street Address	4938 Hites Cove Trail									
Address Line 2										
County	Mariposa	City	El Poral	State	CA	ZIP	95318			
Accessible for people with disabilities?	Yes ◯	No (X)								
Site Supervisor Name	Bill King									
Organizational Title	Executive Director									
Email Address	mariposatrails@sti.net			Phone Number	209-626-9898					

Location of Service #2								Primary Site?	Yes ◯	No (X)
Organization	Sierra Foothill Conservancy									
Projected Start Date	04/01/23			Projected End Date	04/09/23					
Street Address	5067 CA-140 D									
Address Line 2										
County	Mariposa	City	Mariposa	State	CA	ZIP	95338			
Accessible for people with disabilities?	Yes ◯	No (X)								
Site Supervisor Name	Jessica Thompson									
Organizational Title	Operations Director									
Email Address	jessica.t@sierrafoothill.org			Phone Number	209-742-5556					

Location of Service #3								Primary Site?	Yes ◯	No (X)
Organization	Bureau of Land Management - Briceburg									
Projected Start Date	04/10/23			Projected End Date	04/17/23					
Street Address	11202 Bull Creek Road									
Address Line 2										
County	Mariposa	City	Wawona	State	CA	ZIP	95338			
Accessible for people with disabilities?	Yes ◯	No (X)								
Site Supervisor Name	David Greenwood									
Organizational Title	Outdoor Recreation Planner/River Ranger									
Email Address	dwgreenwood@gmail.com			Phone Number	209.379.2667					

*For projects with more than three site locations, please include an attachment with the information required above for each additional location.

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LODGING SITE #1

23

Lodging Provider	Mariposa County - Lease of Private Home				
Street Address	5819 Meadow Lane				
City	Mariposa	State	CA	Zip	95338
Anticipated Arrival Date	1/8/24	Anticipated Departure Date	3/3/24		

Type of Lodging

- ○ Apartment or Condo
- ○ Armory
- ○ Bed and Breakfast
- ○ Cabin
- ○ Campsite
- ○ Church or Other Faith-Based Organization
- ○ Community Center
- ○ Dorm
- ○ Short Term Rental
- ○ Hostel
- ○ Hotel
- ○ Military Facility
- ○ NCCC Campus
- ○ Recreational Vehicle
- ○ School Room or Classroom Trailer
- ○ Summer Camp
- ○ Vacant Home
- ○ Volunteer Housing
- ○ Yurt
- ○ Other

Lodging Category

- ○ Community or Faith-Based Organization
- ○ Federal Government
- ○ Indian Tribe
- ○ Institute of Higher Education
- ○ Local Government or Municipality
- ○ Military
- ○ National Nonprofit Organization
- ○ National or State Park
- ○ Other

Accessible for people with disabilities?	Yes ○	No ◉	Beds provided?	Yes ◉	No ○	Number of sleeping spaces available?	10	
If you've selected Yes, is it accessible for:	Hearing ☐		Vision ☐			Mobility ☑		
Showers on site?	Yes ◉	No ○	Laundry on site?	Yes ○	No ◉	Wi-Fi access on site?	Yes ◉	No ○
Full Kitchen(including stove and fridge) on site?	Yes ◉	No ○	If no full kitchen, are meals provided?	Yes ○	No ◉	Is there a microwave on site?	Yes ◉	No ○

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	LODGING SITE #1 Continued			
	Lodging Contact Name	Will Fassett		
	Phone number	209-347-7173	Email Address	wfassett@mariposacounty.org
	Is lodging currently move-in ready? Please explain. If lodging is not currently move-in ready, when will it be ready by (include date)?			
	This house will be rented pending approval of this proposal. It currently is unfurnished, but we have access to bunk beds for 10 and will be locating a couch, used dining room table, and chairs to furnish the living room. The house will be rented starting on January 3 and Mariposa County has a verbal commitment from the landlord to rent to the NCCC crew (pending approval of this proposal). If appropriate, we may ask the crew to construct the bunk beds on their first day.			
	Please use the space provided below to address the requested information for the Lodging Narrative in the AmeriCorps NCCC Service Project Application Instructions.			
24	This is a three-bedroom, two-bathroom, two-story vacant home in the community of Lushmeadows. The two bottom floor bedrooms have ample space for two bunk beds each. The top floor bedroom will have one bunk bed. There is a living room with a woodstove with an open concept, and an island dividing the living space with the kitchen. The kitchen has all new appliances. The home has central propane heating. A laundromat is available in the town of Mariposa (a 20-minute drive). The first three weeks of work will take place in town in front of the Mariposa Visitors Center. The chainsaw training will be approximately a 30-minute drive away in Oakhurst. Fire mitigation and clearance work in February/March will be throughout the County, but driving times are unlikely to exceed 30 minutes. Cleaning and basic supplies can be supplied by Mariposa County. Two house keys can be provided to the crew. The closest medical facility is John C. Fremont Hospital, which is a 25-minute drive away.			

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LODGING SITE #2

23

Lodging Provider	**UC Merced Yosemite Field Station**						
Street Address	2644 English Lane - Livingston House						
City	Wawona	State	CA	Zip	95389		
Anticipated Arrival Date	3/3/24		Anticipated Departure Date	3/21/24			

Type of Lodging

- ( ) Apartment or Condo
- ( ) Armory
- ( ) Bed and Breakfast
- (X) Cabin
- ( ) Campsite
- ( ) Church or Other Faith-Based Organization
- ( ) Community Center
- ( ) Dorm
- ( ) Short Term Rental
- ( ) Hostel
- ( ) Hotel
- ( ) Military Facility
- ( ) NCCC Campus
- ( ) Recreational Vehicle
- ( ) School Room or Classroom Trailer
- ( ) Summer Camp
- ( ) Vacant Home
- ( ) Volunteer Housing
- ( ) Yurt
- ( ) Other

Lodging Category

- ( ) Community or Faith-Based Organization
- ( ) Federal Government
- ( ) Indian Tribe
- (X) Institute of Higher Education
- ( ) Local Government or Municipality
- ( ) Military
- ( ) National Nonprofit Organization
- ( ) National or State Park
- ( ) Other

Accessible for people with disabilities?	Yes ( )	No (•)	Beds provided?	Yes (•)	No ( )	Number of sleeping spaces available?	17		
If you've selected Yes, is it accessible for:	Hearing [ ]		Vision [ ]			Mobility [✓]			
Showers on site?	Yes (•)	No ( )	Laundry on site?	Yes (X)	No ( )	Wi-Fi access on site?	Yes (X)	No ( )	
Full Kitchen(including stove and fridge) on site?	Yes (•)	No ( )	If no full kitchen, are meals provided?	Yes ( )	No (•)	Is there a microwave on site?	Yes (•)	No ( )	

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24

LODGING SITE #2 Continued

Lodging Contact Name	Breezy Jackson		
Phone number	209.628.5758	Email Address	bjackson10@ucmerced.edu]

Is lodging currently move-in ready? Please explain. If lodging is not currently move-in ready, when will it be ready by (include date)?

Yes. UC Merced Yosemite Field Station homes are used regularly by researchers and school groups. They are fully furnished and move-in ready. The UC Reserve has six homes in their inventory and the group may be assigned to one of the other large homes, based on the Field Station's reservations.

Please use the space provided below to address the requested information for the Lodging Narrative in the AmeriCorps NCCC Service Project Application Instructions.

UC Merced's Yosemite Field Station is in Yosemite National Park and regularly hosts large groups. The crew would be living a short drive away from the Mariposa Grove of Sequoias and walking distance from the Merced River.

The homes have showers and bathrooms and laundry is available at the Livingston House. Kitchen facilities are fully stocked. Cleaning and other basic supplies are provided by the Field Station.

Entry into the cabins is by key code.

All work during the crew's stay in Wawona will be conducted at the Field Station and within walking distance. More details about these accomodations are available here:

https://snrs.ucmerced.edu/visiting/facilities/facilities-yosemite-field-station

The closest medical facility is Camarena Health Urgent Care in Oakhurst, a 35-minute drive.

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LODGING SITE #3

23

Lodging Provider	Mariposa County Fairgrounds						
Street Address	5007 Fairgrounds Road						
City	Mariposa	State	CA	Zip	95338		
Anticipated Arrival Date	03/21/24	Anticipated Departure Date	04/17/24				

Type of Lodging

- ( ) Apartment or Condo
- ( ) Armory
- ( ) Bed and Breakfast
- ( ) Cabin
- ( ) Campsite
- ( ) Church or Other Faith-Based Organization
- ( ) Community Center
- ( ) Dorm
- ( ) Short Term Rental
- ( ) Hostel
- ( ) Hotel
- ( ) Military Facility
- ( ) NCCC Campus
- ( ) Recreational Vehicle
- ( ) School Room or Classroom Trailer
- ( ) Summer Camp
- ( ) Vacant Home
- ( ) Volunteer Housing
- ( ) Yurt
- (X) Other - Camping Under Cover

Lodging Category

- ( ) Community or Faith-Based Organization
- ( ) Federal Government
- ( ) Indian Tribe
- ( ) Institute of Higher Education
- (•) Local Government or Municipality
- ( ) Military
- ( ) National Nonprofit Organization
- ( ) National or State Park
- ( ) Other

Accessible for people with disabilities?	Yes (X)	No ( )	Beds provided?	Yes ( )	No (X)	Number of sleeping spaces available?	10+		
If you've selected Yes, is it accessible for:	Hearing ☐	Vision ☐	Mobility ☐						
Showers on site?	Yes (•)	No ( )	Laundry on site?	Yes ( )	No (•)	Wi-Fi access on site?	Yes ( )	No (•)	
Full Kitchen(including stove and fridge) on site?	Yes (•)	No ( )	If no full kitchen, are meals provided?	Yes ( )	No (•)	Is there a microwave on site?	Yes (•)	No ( )	

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LODGING SITE #3 Continued

Lodging Contact Name	Will Fassett		
Phone number	209-347-7173	Email Address	wfassett@mariposacounty.org

Is lodging currently move-in ready? Please explain. If lodging is not currently move-in ready, when will it be ready by (include date)?

The group will camp under one of the open-air, roofed structures at the Fairgrounds. Past CCC crews have used this arrangement in exchange for 1-2 members assisting with maintenance work during their stay. AmeriCorps would need to provide the camping supplies.

As an alternative, the crew does have the option of camping at Briceburg Recreation Area, alongside the Merced River, but there are no showers available there. Showers could be arranged with a nearby hostel, but for 3+ weeks, this may be challenging for the group.

Please use the space provided below to address the requested information for the Lodging Narrative in the AmeriCorps NCCC Service Project Application Instructions.

24

Camping under a roofed structure will protect the group in the case of rain, although there have been instances of flooding with severe rain at the Fairgrounds. If this occurs, the Fairgrounds has multiple large indoor spaces the crew can access and safely store their personal items. Bathroom and shower facilities are available. The group can access one of the Fairgrounds building's commercial kitchen to store food and cook. There is electricity on site.

The closest medical facility is John C Fremont Hospital, a 10-minute drive away.

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NARRATIVES

Please refer to the **Service Project Application Instructions** for requirements for each narrative.

25 Executive Summary (Include Organizational Capacity)

Our mission is to improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services. This AmeriCorps proposal is closely aligned with this mission. AmeriCorps members will be assisting Mariposa's local nonprofits and education-focused organizations in offering valuable services to the community, including fire clearance, gardening/landscaping, trail maintenance, facilities improvements, and landscape restoration. This project has dual objectives: (1) Assist Mariposa residents in reducing their vulnerability to wildfire; and (2) Help conserve Mariposa's natural beauty. Mariposa County hosted an AmeriCorps crew successfully in 2017 and looks forward to hosting a crew in 2024. Two staff members, Will Fassett and Alison Deak, will be available to help coordinate with the crew and project partners during the 14 weeks of service.

Fire Prevention:
The University of California Cooperative Extension (UCCE) Fire Education Program will host the NCCC crew for 6 weeks of fuel clearance and defensible space work and chainsaw training. Prior to the arrival of the crew, UCCE staff will work with the Mariposa County Fire Advisory Committee (MCFAC) to identify residents who are in need of defensible space clearance on their properties. The group will prioritize residents who are low-income, elderly, or tribal members.

Conserving Mariposa's Natural Beauty:
The group will partner with multiple Mariposa-based nonprofit organizations and will work in some of the region's most beautiful natural areas. With Mariposa Trails and BLM, the NCCC crew will help maintain the Hites Cove and Merced River Trails, very popular hiking routes overlooking the Wild and Scenic Merced River. With the UC Master Gardeners, the group will establish a native plant demonstration area in front of the Chamber of Commerce/Visitors Center at a very prominent location in the town of Mariposa. With Sierra Foothill Conservancy, they will partner with the organization's Land Steward and Stewardship Program Manager on habitat enhancements, invasive species removal, and maintenance of SFC properties. Finally, with the UC Yosemite Field Station, they will help with maintenance projects and property upkeep for facilities embedded in the natural beauty of Yosemite National Park.

This project benefits two pressing community needs: (1) protecting Mariposa residents from the devastating effects of wildfire (there have been three massive wildfire events in the past seven years); and (2) preserving Mariposa's natural resource quality, which has been strained by a significant increase in visitation in recent years (the County's Recreation and Resilience Plan details how a boom in visitation to Yosemite National Park with 4 million visitors per year has extended to the County's other natural areas). The NCCC crew would be fulfilling these two important community needs prior to the region's fire season and months of peak visitation.

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26 Need and Project Design

This project has dual objectives: (1) Assist Mariposa residents in reducing their vulnerability to wildfire; and (2) Help conserve Mariposa's natural beauty. The need for each of these objectives is detailed below.

Wildfire Vulnerability - Mariposa County is experiencing a dramatic increase in the frequency of devastating wildfires. In the past seven years, there have been 19 declared disasters, including three massive wildfire events: Detwiler Fire (2017), Ferguson Fire (2018), and Oak Fire (2022). Meanwhile, fire records show that every community in Mariposa County has been threatened by major wildland fires within the past twenty years and, in that period, a significant portion of the county's land area (281,120 acres or about 30% of the total land area) has burned. Most recently, during the 2022 Oak Fire, 5,000 people were evacuated from their homes and 19,244 acres burned. On CalFire's FireHazard Map (2022), which was developed to help communities plan for future fire impacts, 96% of Mariposa County's land area, excluding federal land, is in a "very high (50%) or "high" (46%) fire hazard zone. Included in the "high" or "very high" hazard zones are all of the County's major population centers outside of Yosemite National Park. Nearly all Mariposa residents live in the wildland urban interface and are threatened by fire. As climate change increases the likelihood of extended drought and extreme temperatures, wildfires of the size and severity of the Oak Fire will become more common in Mariposa County.

With a population that skews older (28.8% of residents are 65 or older in Mariposa compared to 15.2% statewide, U.S. Census) and low income, many Mariposa residents do not have the means or ability to keep their properties fire safe and maintain defensible space surrounding their homes. Also, existing fuel clearance programs, such as the Natural Resources Conservation Service Environmental Quality Incentives Program (EQIP) and CALFIRE's Vegetation Management Program, often do not serve these residents because their properties are not large enough. For these reasons, in the event of a future wildfire, these residents' homes will be in extreme danger. Mariposa County has convened a Fire Advisory Committee to help coordinate local fire mitigation efforts, and the Committee will be an important resource, in partnership with University of California Cooperative Extension Fire Education, in identifying which properties and owners are most in need of assistance from the NCCC crew and most at risk of fire damage.

Conserving Mariposa's Natural Beauty - Visitation to Mariposa County's system of parks and open spaces and surrounding lands is growing. There has been a recent increase in day visitors coming to the county, not just to visit Yosemite National Park (which attracts approximately 4 million visitors per year), but also to other destinations within the County's vast natural expanse. The County has a goal to accommodate this increasing visitation while maintaining local resource quality. As part of this effort, there is a need to maintain and improve local trails, beautify the Mariposa Vistors Center and surrounding landscape, and assist Mariposa's conservation-focused organizations in their restoration and land stewardship efforts. Multiple organizations, most notably Mariposa Trails, already do this important work, but are in need of additional support and manpower. Additionally, in a National Community Survey completed in Mariposa County in June 2023, when asked how important it was for the community to focus on the natural environment, 80% of residents indicated that it was essential or very important. The NCCC crew would be fulfilling this community need, while helping preserve our natural lands for visitors and residents alike.

This project will have 6 weeks devoted to fire prevention and education and 8 weeks focused on conserving Mariposa's natural beauty. An outline of the project's components are below:

Fire Prevention
- The University of California Extension (UCCE) Fire Education Program will host the NCCC crew for 6 weeks of fuel clearance and defensible space work and chainsaw training (January 29 - January 31). Prior to the arrival of the crew, UCCE staff will work with the Mariposa County Fire Advisory Committee (MCFAC) to identify low-income and elderly residents who are in need of defensible space clearance on their properties. Work will require the use of chainsaws, so an S-212 chainsaw course at Yosemite Adult School with a certified instructor will be provided. Fire clearance will also include brush clearing, removal of dead or downed trees and limbs, and managing burn piles. On days with inclement weather, UCCE staff will offer educational opportunities centered on fire ecology and fire mitigation strategies.

Conserving Mariposa's Natural Beauty
- The UC Master Gardeners of Mariposa County and the Mariposa Chamber of Commerce/Visitor's Center will partner for a project with the NCCC crew for 3 weeks (January 8 - January 26) to remove weeds and to establish a native plant demonstration area (with natives that represent Mariposa County). The NCCC crew would help with site preparation and the planting and installation of mulch and irrigation. Master Gardeners would be on hand to teach workers how to install the landscape elements and answer any questions they have about landscaping.

- The UC Merced Yosemite Field Station will host the crew for work from March 3 - March 21. Work will primarily focus on maintenance of the Field Station's facilities, which are embedded in Yosemite National Park's natural beauty. Projects will include deck staining, painting, and landscaping. The group will have the opportunity to live in Yosemite National Park and there will be time for educational visits to the Mariposa Grove of Sequoia and Yosemite Valley.

- Mariposa Trails, a registered charitable non-profit that restores local trails and promotes their use through education, adventure, and stewardship programs in Mariposa County, will host the NCCC crew for 1 week (March 22 - March 29) on the Hites Cove Trail in Sierra National Forest. The Hites Cove Trail overlooks the South Fork of the Merced River and is a popular destination during wildflower season. The NCCC crew will work with Mariposa Trails to build rock walls (if needed), clear and/or re-establish pathways, install structures to minimize erosion, and reduce plant growth next to the trail.

- Sierra Foothill Convservancy (SFC) will have a variety of workdays on its conservation easements and preserves for the NCCC crew from April 1 to 9. SFC is Mariposa County's largest land trust, working to realize a vision of scenic open spaces, clean air and water, a thriving local economy, and places where people can connect to the environment. The NCCC crew will partner with the organization's Land Steward and Stewardship Program Manager on projects that will include restoration, habitat enhancements, invasive species removal, and maintenance of SFC properties.

- Bureau of Land Management's Briceburg Recreation Area will work with the NCCC crew from April 10 - 17 to perform trail work on the Merced River Trail. The Merced River Trail runs along the old Yosemite Valley Railroad grade. It is 4 miles in length and brushing and clearing will be needed to prepare the trail for increased visitation which will accompany wildflower season.

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27	Project Management and Training

Pre-project Preparation:
Prior to arriving, the group may want to consider reading "Introduction to Fire in California: Second Edition" by David Carle, which explains the essentials of how fires start and spread and their traditional role in California's ecosystems. Also, a naturalist field guide (e.g. the Naturalist's Illustrated Guide to the Sierra Foothills and Central Valley) would provide the crew with an appreciation for the varied landscapes and wildlife in the foothills of the Sierra Nevada.

The group may also want to consider reviewing the materials that will be part of their S-212 chainsaw training course:

https://www.nwcg.gov/publications/training-courses/s-212/course-materials

The On-site orientation and Training Plan are detailed in separate attachments.

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28	Recruitment

Public Recognition: Mariposa County will send out a press release to our two local newspapers, the Mariposan and the Mariposa Gazette, announcing that an AmeriCorps NCCC crew is in the County. We will also publicize the group's work on the County's official social media account and ask that our partner organizations make posts on their accounts as well. These public announcements will emphasize AmeriCorps NCCC mission, how the crew is making a positive impact in the Mariposa community, and how Mariposa youth can get involved.

Public Outreach: There are many civic groups that could benefit from learning about the work of NCCC, including the Rotary Club, the Lions Club, Soroptomist, and the American Association of University of Women (AAUW). Having NCCC crew members visit these groups and give brief presentations about completed work would be a great way to publicize the success of the Mariposa County/AmeriCorps partnership.

Potential Local Recruiting Partners: The two closest colleges to Mariposa are UC Merced and Merced College. The County has connections with both of these institutions and we would be happy to facilitate presentations for interested students (UC Merced students in their Yosemite Leadership Program might be an especially receptive audience to NCCC). Mariposa County High School would also provide an excellent venue for presentations about NCCC. Presentations could be arranged with the school's counseling staff.

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29	Member Development (Please include skills members will gain and an explanation of how those skills will advance member development.)

Service Learning Opportunities: With a varied array of projects as part of this proposal, the crew members will interact with several community and project leaders, who will share their professional histories and backgrounds. These leaders include:

Breezy Jackson - PhD in Ecology, rock climber, Director of the Yosemite UC Field Station, former seasonal firefighter, profiled in the NYTimes

Will Fassett - M.S.in Foreign Service, former Co-Director of a youth development nonprofit in Yosemite National Park, a current employee in County Administration, and former AmeriCorps member (VISTA & SCA)

Alison Deak - M.S. in Georgraphy, former wildland firefighter and current Fire Advisor with University of Califronia Cooperative Extension

David Greenwood - BLM River Ranger, 24 years of experience managing the Merced River Recreation Area, its associated trails, and campgrounds; He was described at a 2023 award ceremony acknowledging his work as "one of the best recreation professionals I have had the privilege of working with" by the BLM Motherlode Field Manager.

Gary Miltimore - B.A. in Environmental Studies & Planning, 25 years of experience in natural resources management, including leading CCC crews in Sonoma County and stewarding the maintenance and conservation of 10 Sierra Foothill Conservancy Reserves in Mariposa County

Bill King - B.A. in Geology, 28 years of experience in city planning with the City of Merced, and resource management experience working for the Park Service and Forest Service

The project team will be intentional about introducing the NCCC crew to community leaders outside of their work projects, including (1) members of the arts community; (2) elected officials; and (3) local business owners. Through these conversations, the AmeriCorps members will gain an appreciation for the power of individuals to make change in their communities. With exposure to different leaders and career paths, the NCCC members will be inspired by the many routes open to them as they consider future opportunities.

As part of their experience, we will also arrange educational hikes and excursions to Mariposa landmarks: (1) the Mariposa Museum & History Center; (2) Yosemite Climbing Museum; (3) Yosemite Museum; (4) Yosemite Valley; (5) California State Mineral and Mining Museum; and (6) a wildflower hike. These experiences will be arranged by Mariposa County and some can be options for activities during inclement weather. Mariposa County will also provide the crew with a running calendar of local events at the local library and elsewhere, so they can be integrated into community activities after work and on weekends.

Skills, Competencies, and Certifications: The NCCC crew will gain meaningful skills related to fire mitigation and prevention, including: (1) how to properly conduct fire-risk assessments for homes located in the wildland-urban interface (as part of the Wildland Fire Assessment Program); (2) an understanding of prescribed burning and its importance from Mariposa's Prescribed Burn Association; (3) basic chainsaw operation, troubleshooting, maintenance, and safety features; and (4) hands-on knowledge on how to protect homes and properties at very high fire-risk.

On trail work days with Mariposa Trails and BLM, the crew will learn: (1) how to clear vegetation and brush; (2) maintain and improve trail tread; (3) cutting and removing fallen trees to clear the trail corridor; (4) cleaning and repairing water diversion structures; and (5) maintaining and constructing structures, such as rock walls. If crew members are interested in working on a National Park, BLM, or Forest Service Trail Crew, this will serve as a strong introduction to those careers.

With Sierra Foothill Conservancy and the UCCE Master Gardeners, the crew will learn about non-native invasive removal and planting site preparation, as well as additional gardening and landscaping skills. These skills can be transferable to resource management work throughout California. Sheri Mace, the project lead for UCCE, also teaches food preserving and can share those skills with the group if there is interest.

Life and Career Planning Resources: Once per month, Mariposa County will host a breakfast or lunch gatherings at the during the group's work day where community leaders will be invited to introduce themselves and informally meet the group. During these meals, NCCC members can learn about career options and be inspired to explore new not-yet-considered futures. We will also ask each project partner, as part of the work experience, to share what skills/experiences are required for a job in their organization and what they look for in a job candidate.

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30	Strengthening Communities

Anticipated Outputs and Outcomes:

- 8.5 miles of trail maintained along the Merced River (some areas of trail may need to be re-constructed in the event of weather damage) - BLM & Mariposa Trails
- 1 demonstration garden constructed at Chamber of Commerce/Mariposa Visitor's Center - UCCE Master Gardeners
- 30+ properties assisted with defensible space clearance and fire prevention work - UCCE Fire Education
- 6 UC Yosemite Field Station properties/homes improved with painting, deck staining, landscaping, and more
- 2+ planting sites prepared with invasive plant removal and cutting and cleaning of downed vegetation - Sierra Foothill Conservancy

By assisting 30+ very high-risk properties with fire clearance, the NCCC crew can help safeguard Mariposa homes and residents from catastrophic losses. Fire is part of the natural ecosystem in the foothills of the Sierra Nevada, but removing on-the-ground fuels can reduce fire intensity and prevent loss of property and lives. The NCCC crew will be doing work that, without their help, the residents would have extreme difficulty completing on their own due to lack of resources and physical ability.

The beautification and conservation projects will be a very visible outcome of this project. More than a million visitors to Yosemite National Park pass through the intersection of 140 and 49 in Mariposa each year. The NCCC crew will create a demonstration garden that these visitors will all see from their vehicles. The garden and surrounding landscaping will encourage some visitors to stop and learn more about Mariposa County beyond Yosemite (this project will be complemented by a gateway element celebrating the Southern Sierra Miwuk directly across the street).

The two trails that the group will be maintaining are two of the most popular hiking trails in Mariposa County outside of Yosemite National Park. The crew's work will be appreciated by visitors enjoying the area's abundant wildflowers and others who are visiting the Merced River corridor. A 2022 trail count showed that during the peak wildflower season about 250 hikers per week are using the trail at BLM Briceburg Recreation Area. The work with Sierra Foothill Conservancy will help preserve a less-visited, but equally valuable resource: the County's oak woodland foothill habitat.

The UC Yosemite Field Station is utilized by researchers, scientists, and educators. By helping the Field Station maintain their properties, the NCCC crew will be supporting the Field Station's mission to "contribute to the understanding and wise stewardship of the Earth and its natural systems."

By creating a partnership with multiple nonprofits through this project, Mariposa County hopes to be able to replicate this effort in the future and host crews working across multiple organizations. With the visibility of the work of this crew (in the center of town for three weeks and along two of our most popular trails), we anticipate that there will be a lot of interest from other groups, who will want to work with future NCCC crews.

The projects the NCCC crew will work on will be sustained beyond their visit. The UCCE Master Gardeners have over 40+ volunteers in Mariposa who will help maintain the demonstration garden in the center of town. There has been a similar arrangement with volunteers maintaining a walkway along Mariposa Creek Parkway, a partnership between Mariposa County and the Master Gardeners which has been successful for over a decade (Master Gardeners commit to over 50 hours of volunteer work per year). Similarly, Sierra Foothill Conservancy and Mariposa Trails have large membership and volunteer lists available to help with restoration and trail maintenance efforts after the NCCC crew has completed their work.

When the NCCC crews complete their fire clearance efforts, residents will be provided with contact information for the Executive Director of the Mariposa Fire Safe Council, who in future years can keep them updated on grant funds and programs for assistance on defensible space work.

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31	Safety and Security

Corpsmembers will receive thorough training on chainsaw safety during the S-212 course and will be required to wear full personal protective equipment while operating or near someone operating a chainsaw, including chainsaw chaps, gloves, leather boots, hard hats, ear protection, eye protection, long sleeved shirts, and pants.

Corpsmembers will only be using chainsaws for downed trees and limbs.

Each project partner will provide PPE for their projects, including but not limited to gloves, hard hats, and safety glasses.

Along the Merced River trails, there are patches of poison oak, NCCC members will be instructed on how to identify the plant without its leaves and what to do if they come in contact with poison oak (i.e. washing the affected areas with plenty of water and dish soap).

Heavy rain and snow are possibilities during the winter season. In instances where heavy rain and snow are predicted, the project team will cancel outdoor work and offer the crew alternative activities.

Mariposa Trails & BLM will provide detailed safety instructions around tool use. These safety precautions will include: (1) wearing the right PPE (gloves, hard hat, safety glasses), which Mariposa Trails and BLM will provide, and wearing the right clothing (long sleeves, sturdy footwear); (2) carrying tools properly; (3) spacing yourself along the trail and watching out for people around you; (4) passing tool safely; (5) creating safe tool staging areas; (6) choosing the right tool for the job; and (7) being alert for hazardous footing. Mariposa Trails safey precuations are detailed here: https://mariposatrails.org/safety.htm

The Mariposa Trails & BLM projects will be the only "non-frontcountry" projects and these groups will bring a trauma-level first aid kit with them. In the event of an emergency, crewmembers will be transported to John C Fremont Hospital (5189 Hospital Road, Mariposa, 209-966-3631), which is within a 45-minute drive of all project and lodging sites, with the exception of the UC Yosemite Field Station, which has more immediate access to Camarena Health Center (49169 Road 426, Oakhurst, CA).

Medical emergencies will be coordinated with the AmeriCorps Office and will be communicated ASAP to AmeriCorps representatives.

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32	Tools and Equipment

For the landscaping/garden project, the UCCE Master Gardeners will provide the crew with all necessary gardening tools, including wheelbarrows, loppers, trowels, spades, hoes, and more. No additional tools are needed from AmeriCorps.

For the fire clearance work, if AmeriCorps had access to additional chainsaws and chaps, this would be helpful in supplementing our supplies. Five chainsaws and 10 chaps would be the maximum needed.

For trail work, Mariposa Trails and BLM will provide pulaskis, chain saws, hatchets, and pruning and cutting tools as needed. Both organizations have an ample supply and no tools are needed from AmeriCorps.

For the maintenance work at the UC Yosemite Natural Reserve, no additional tools are needed from AmeriCorps and a list of equipment to be used has not yet been provided.

Each project partner will provide PPE for their projects, including but not limited to gloves, hard hats, and safety glasses when appropriate.

The first two lodging locations have access to WiFi for the crew. The Mariposa County Fairgrounds does have WiFi, but it is not accessible in the area where the crew will be camping. For internet use from March 21 - April 17, the crew may consider going to the Mariposa County Library, which is a five-minute drive away.

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IMPORTANT NOTICES SECTION

REQUIRED ATTACHMENTS: Supporting documentation is a critical component of the Service Project Application. The supporting materials requested below will help AmeriCorps NCCC Regional staff develop a better understanding of the proposed project during the application review process. Samples and templates are available from AmeriCorps NCCC Regional staff.

ON-SITE ORIENTATION: Please attach a comprehensive on-site orientation agenda to your application. This should include an overview of your organization and the project, introductions of the team to the staff of the sponsoring organization(s), tour of the work site(s) and the community, safety and security, and a lodging use overview.

TRAINING PLAN: Please attach a training plan outlining the training that AmeriCorps NCCC members will receive during the project. This plan should include tool training, safety training, and project specific training (e.g., positive youth development, tree identification, roofing instruction, etc.). If a variety of tasks have been proposed in the work plan, the training plan should identify how/when members will be trained to perform the task.

PROJECT WORK CALENDAR: Include a project work plan that outlines the schedule of work. The schedule will assist in planning where a team will perform work, which staff member will work with the team, the assigned task(s) for each work day and the number of AmeriCorps NCCC members it will take to complete each task. The work plan calendar is an essential part of demonstrating how the organization will provide at least 40 hours of work for each member of the team.

OPTIONAL ATTACHMENTS: The supporting materials requested below are OPTIONAL and will help AmeriCorps NCCC Regional staff develop a better understanding of the proposed project during the application review process.

LODGING PHOTOS: Please provide at least one clearly labeled photo of the proposed team lodging. Strong applications often include photos of team living quarters, kitchen and bath facilities and storage areas for personal belongings.

WORKSITE PHOTOS OR SUPPORTING DOCUMENTS: If feasible, clearly labeled photos of work site tasks, maps of service site locations (e.g. a camp map, trail system map, community housing map, etc.), or similar supporting documentation sometimes can help support the high level of detail you have provided in the Need Narrative and the Project Design Narrative.

ADDITIONAL PAPERWORK REQUIREMENTS: If the Service Project Application is approved and teams perform the service project, the project sponsor will be required to review and sign two additional documents: the Sponsor Agreement and the Project Completion Report. Sponsoring organizations will also be asked to complete a survey to capture their evaluation of their partnership with AmeriCorps NCCC.

SPONSOR AGREEMENT: Once the Service Project Application has been approved, a formal agreement (called a Sponsor Agreement) will be executed between the sponsoring organization and AmeriCorps NCCC, which will specify the roles, responsibilities, and contributions of both parties. This agreement must be signed by both parties before a team arrives to the project.

PROJECT COMPLETION REPORT: After the project is completed the project sponsor will be required to review, approve, and sign the AmeriCorps NCCC Project Completion Report, and return it to AmeriCorps NCCC regional campus staff within five (5) days of receipt.

SURVEYS: Project sponsors, site supervisors, and secondary sponsors who have used the services of teams will be asked to complete surveys designed to provide AmeriCorps NCCC with feedback that will inform continuous improvement of services.

DISASTER/FIRE RESPONSE: AmeriCorps NCCC members and staff are part of the Federal Emergency Management Agency (FEMA) and American Red Cross National Disaster Response Network. In addition, AmeriCorps NCCC assists local, state, and national forest services with wildfire suppression. Potential project sponsors should note that in the event of a natural disaster or homeland security crisis, members may be recalled from projects to serve as part of the relief efforts. This could result in a decrease in the number of members assigned to your project, a delay in the deployment of a team, or cancellation of a project.

LIABILITY AND WORKERS' COMPENSATION CLAIMS: AmeriCorps is a self-insured federal agency that administers the AmeriCorps National Civilian Community Corps (NCCC) program. Consequently, AmeriCorps NCCC Corps Members, Team Leaders, and Federal employees of AmeriCorps are covered by the provisions of the Federal Tort Claims Act (liability claims) and the Federal Employees Compensation Act (workers' compensation claims) 42 U.S.C. §12620 (b) & (c). Accordingly, any injuries or property damage proximately caused by the negligence of an AmeriCorps NCCC Member, Team Leader, or AmeriCorps employee will be assumed by the United States Government, if it is determined that the negligent individual was acting within the scope of his/her official service activity or employment at the time of the potentially compensable event. Similarly, any on-the-job injuries received by an AmeriCorps member of the NCCC program or federal employee will be processed by AmeriCorps and the Department of Labor.

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WAIVERS: No member of an AmeriCorps NCCC Team (including any Corps Member or Team Leader) shall sign any document provided by the Project Sponsor or any representative or employee of the Project Sponsor, including but not limited to: liability waivers, hold harmless agreements, indemnification agreements, or employment-related documents. In the event that a member of an AmeriCorps NCCC Team signs a document provided by the Project Sponsor or any representative or employee of the Project Sponsor, the signature on any such document shall have no force or effect of law. Neither the Team nor any Team Leader or Corps Member thereof, may legally bind the AmeriCorps NCCC Team or the AmeriCorps NCCC Program.

NON-DISCRIMINATION: A Project Sponsor receiving teams from AmeriCorps NCCC will comply with all federal statutes, including the National and Community Service Act of 1990, as amended, relating to nondiscrimination, which includes nondiscrimination on the basis of race, color, national origin, sex, age, disability, and in most instances, religion. AmeriCorps prohibits all forms of discrimination based on race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal assistance from AmeriCorps, must be free from all forms of harassment. Project sponsors will be required to sign an assurance of non-discrimination as part of the Sponsor Agreement.

SERVICE PROJECT LIMITATIONS: In the course of performing a service project, members cannot engage in any project assignments that involves direct fundraising, financial transactions, preparation of a grant application to AmeriCorps or to any other Federal agency, or any political or inherently religious activities.

SIGNATURE	
The Service Project Application MUST be signed by the authorized representative of the sponsoring organization.	
SIGNATURE	DATE

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Expiration Date: 10/31/2025

DocuSign

Certificate Of Completion

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5100 Bullion St FL 2
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Miles Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.115.150	Sent: 12/27/2023 4:02:33 PM Viewed: 12/28/2023 10:13:22 AM Signed: 12/28/2023 10:13:43 AM
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Certified Delivered	Security Checked	12/28/2023 10:14:34 AM
Signing Complete	Security Checked	12/28/2023 10:27:52 AM
Completed	Security Checked	12/28/2023 10:27:52 AM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2015-150

MEETING: April 7, 2015

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Approve Amended Board Meeting Rules of Procedure

RECOMMENDATION AND JUSTIFICATION:
Approve amended "Rules of Procedure for Meetings of the Board of Supervisors of Mariposa County."

Formal Rules of Procedure were adopted by the Board in 1990 with the last amendment in 2003. Sometime after 2003, procedural changes were instituted that changed the distribution day for agenda packets from Tuesday to Thursday, as well as the deadline for item submission. Additionally, the Board has recently taken actions which changed the relationship between the Clerk of the Board and County Administrative Officer positions, and the Rules of Procedure need to be amended to reflect those changes.

County Counsel and the County Administrative Officer have reviewed the procedures and have also submitted changes which have been incorporated into this final version. Special effort has been placed on making the procedures easier to use, as well as more understandable to the public.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

- Rules of Procedure originally adopted, Res 81-211.
- Rules of Procedure amended, Res. 86-463.
- Rules of Procedure amended, Res. 88-616.
- Rules of Procedure rescinded and replaced, Res. 90-231.
- May, 1995, the Rules were amended to establish that agenda distributions would be on Tuesdays with item submissions 10 days, rather than 3 days, before a meeting.
- January, 2003, the Rules were amended in regards to conflicts of interest and voting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board takes no action, the Rules of Procedure will be unchanged and will be in conflict with actual procedures.

ATTACHMENTS:
Proposed Board Meeting Procedures - Red Lined Version (PDF)

Board Meeting Procedures - draft **(DOCX)**

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 4/1/2015

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

RULES OF PROCEDURE FOR MEETINGS OF THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY

I. MEETINGS:

A. Regular meetings shall be held pursuant to Mariposa County Code Section 2.04.010.

B. Special meetings may be called by the Chair, by the Vice-Chair in the Chair's absence, or by concurrence of the Board, provided notice is given as required by Section 54956 of the California Government Code, and shall be limited to those items listed on the noticed agenda.

C. Meetings may be continued by the Chair, the Vice-Chair in the Chair's absence, or by a motion of the Board, without further public notice, and shall be continued to a definite time, date and place, not later than the next regular meeting.

II. CHAIR:

A. The Chair of the Board shall be selected by a majority vote of the members of the Board at the first regular meeting in January of each year, and shall serve for one (1) year so long as the individual selected continues in office as a supervisor. If for any reason the Chair ceases to hold the position of supervisor, a new Chair shall be selected by the same process at the next regular meeting. Four (4) affirmative votes shall be required to remove the Chair and cause a replacement to be selected at any other time; however selection of the replacement shall require only three (3) votes.

B. A Vice-Chair shall be selected by the same process and shall act as Chair in the absence of the Chair.

III. CONDUCT OF MEETINGS:

A. The Chair shall preside at all meetings of the Board, and in the Chair's absence the Vice-Chair shall preside. When both are absent, the meeting shall be opened by the Clerk of the Board and those in attendance shall select an acting Chair for that meeting only by a majority vote of those in attendance.

B. A meeting may be opened, continued and adjourned by the Chair at the Chair's discretion, or by a majority vote of the Board.

C. Any action or decision by the Chair may be reversed by a majority vote of the Board.

D. The order of business shall follow the final agenda for the meeting; however, the Chair, or the Board by majority vote, may deviate from the agenda ordering as long as notice is announced to the public during the meeting. Public hearings required by law, and noticed bid openings, shall proceed as scheduled whenever possible, but may be continued during the meeting provided notice is announced to the public at the scheduled time.

E. Prior to a motion and a second on the Consent Agenda, any Board member may request a consent item be pulled for discussion at a later time. In addition, any Board member

Creation Date: 5/1990 (BOS 90-231)
Revisions: Par. VI(B), Deadline for submission & agenda packages: 5/1995 (BOS 95-187); Par. V, Conflicts of Interest: 1/2003 (BOS 03-16); Amended 4/2015 (BOS 15-150)

may ask questions regarding an item on the Consent Agenda prior to its adoption if that question does not involve considerable discussion.

F. Actions and decisions by the Board shall result from a motion followed by a second and passage by three (3) affirmative ("aye") votes, except where four (4) affirmative ("aye") votes are required by law.

G. For purposes of proposing a motion or a second, the Chair may relinquish the Chairmanship to the Vice-Chair or any other Board member willing to act as temporary Chair, and may then move or second an action.

The Chair shall not resume the Chairmanship until after the vote is taken on the motion or it is otherwise acted upon at the meeting.

IV. QUORUM:

A. A quorum shall consist of three (3) supervisors, and no action requiring a vote shall be effective unless at least three (3) affirmative ("aye") votes are recorded by supervisors present at the meeting. Four (4) affirmative ("aye") votes shall be required when mandated by State law.

B. In the absence of a quorum a meeting may be canceled, continued, or relocated by the Chair, or in the Chair's absence the Vice-Chair, or by the Clerk of the Board at the direction of the Chair, or Vice-Chair in the Chair's absence, provided that:

1. Notice of the action is given to all supervisors, the media and the public as required by State law; and
2. Notice is posted at the time and place of the meeting.

V. VOTING:

A. When a vote is called for by the Chair, silence shall constitute an affirmative ("aye") vote and the Clerk of the Board shall record it as such.

B. A supervisor may change their vote at any time prior to the next vote of the Board, after which their vote shall be permanently recorded.

C. A supervisor who has a financial interest in a decision within the meaning of Section 87100 of the California Government Code shall, upon identifying a conflict of interest or a potential conflict of interest and immediately prior to consideration of the matter, do all of the following:

1. Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse themselves from discussing and voting on the matter, or otherwise acting in violation of Government Code Section 87100.
3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
4. Notwithstanding paragraph V.C.3, a supervisor may speak on the issue during the time that the general public speaks on the issue.

Creation Date: 5/1990 (BOS 90-231)
Revisions: Par. VI(B), Deadline for submission & agenda packages: 5/1995 (BOS 95-187); Par. V, Conflicts of Interest: 1/2003 (BOS 03-16); Amended 4/2015 (BOS 15-150)

D. A supervisor who abstains or is absent from a vote shall not be deemed to have voted for or against a measure unless the remaining number of persons eligible to vote on the matter is insufficient to decide the matter if all voted the same. In such a case, a supervisor present but abstaining shall be deemed to have voted with the majority.

E. Where a tie vote results due to absence or abstention, the motion fails. If the subject matter is an appeal, a tie vote on each side of the question shall result in no change to the action appealed unless state regulations require otherwise.

F. A supervisor may abstain from voting on any matter at any time. The effect of abstaining shall be the same as not voting, except for circumstances as described in Paragraph V.D above.

G. A supervisor may raise an objection to the procedure at any time, and when called upon shall state the basis of the objection. The Chair shall rule on the objection but may be overruled by a majority vote of the Board.

H. At any time prior to adjournment of the meeting, a motion may be passed by majority vote to reconsider, revise, amend or rescind any action of the Board at that meeting provided that any matters subject to legal public notice requirements shall require new notice prior to any action.

I. At any time prior to the effective date of any official enactment the Board, by majority vote, may rescind such action provided that notice is given in advance if required by law.

J. After the effective date of any enactment, the Board may repeal the enactment but such repeal shall operate prospectively only.

K. A motion may be tabled by majority vote to be taken up at a date and time certain.

VI. AGENDAS:

A. The agendas for Board meetings shall be prepared by the Clerk of the Board.

B. The deadline for submission of agenda items for regular meetings shall be Friday, by Noon, eleven (11) days prior to the requested meeting date.

C. Agendas and agenda packages for regular meetings will be available on the Thursday preceding a meeting.

D. All persons and departments submitting agenda items shall prepare and submit those items in conformance with all regulations and County policies and shall include any required forms, rules of procedure, or additional information as required in regulations to satisfy the County Administrative Officer.

E. Items submitted to the Consent Agenda for routine action shall be so identified by the initiating department and scheduled as such at the discretion of the County Administrative Officer.

F. Agendas shall be posted at least seventy-two (72) hours before a regular meeting of the Mariposa County Board of Supervisors, and shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.

G. Agendas for regular meetings shall provide an opportunity for members of the public to directly address the Board of Supervisors on items of interest to the public that are within the subject matter jurisdiction of the Board, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by Paragraph VI.I below.

1. The Board shall allow public presentations to the Board as follows:
   a) A public comment period shall be provided on the Agenda to allow the public to comment on items not on the Agenda, which are of interest to the public that are within the subject matter jurisdiction of the Board, and any item on the Agenda which is not a timed item.
   b) The public shall be allowed to comment on items which are on the timed schedule during the time that the Board considers that particular item.
   c) The Chair of the Board, in the Chair's discretion, shall have the authority to allow public comment at any time during the Board meeting.
2. The Board may adopt reasonable regulations by Minute Order as needed in order to ensure that the intent of this section is carried out including, but not limited to, regulations limiting the total amount of time allocated for public input on particular issues and for each individual speaker.

H. No action shall be taken on any item not appearing on the posted agenda unless an exception applies below.

I. The Board of Supervisors may take action on items of business not appearing on the posted agenda under any of the following conditions:

1. EMERGENCIES:
   Upon a determination by a majority vote of the Board that an emergency situation exists as defined in Government Code Section 54956.5.

2. IMMEDIATE ACTION NEEDED:
   Upon a determination of a two-thirds vote of the Board or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action was identified subsequent to the agenda being properly posted pursuant to Paragraph VI.F above.

3. CONTINUED ITEM:
   The item was properly posted pursuant to Paragraph VI.F above for a prior meeting of the Board occurring not more than five (5) calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

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Revisions: Par. VI(B), Deadline for submission & agenda packages: 5/1995 (BOS 95-187); Par. V, Conflicts of Interest: 1/2003 (BOS 03-16); Amended 4/2015 (BOS 15-150)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-17

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution Authorizing Notice of Non-Renewal of a Portion of Land Conservation Act Contract Land

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Authorizing a Notice of Non-Renewal of Portion of Land Conservation Act Contract Land.

Resolution Authorizing the Filing of a Notice of Non-Renewal for a 13.91 +/- Acre Portion of Land Conservation Act (Williamson Act) Contract No. 2016-210A for Mark Lee Long and Marshall Lee Long, Successor Co-Trustees of the Frank Long and Frances R. Long 2000 Revocable Family Trust, property owner and directing the Clerk of the Board to execute and record the notice. The requested action is based on property owner request (Notice of Non-Renewal Application No.2022-276) and Government Code Section 51245.

See attached memorandum for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS

1977: Board adopted Resolution No. 77-157 Implementing the California Land Conservation Act of 1965 in the County of Mariposa.

1978: Board approved Agricultural Preserve Application No. 17.

2010: Board adopted Resolution No. 10-150 amending the County's Rules of Procedure to Implement the California Land Conservation Act of 1965.

2017: Board adopted Resolution No. 2017-583 amending Land Conservation Act Contract No. 17 pursuant to Lot Line Adjustment No. 2016-209 and General Plan/Zoning Amendment Application No. 2016-210, resulting in three Land Conservation Act Contracts - No. 17, No. 2016-210A & No. 2016-210B.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternative: Direct staff to prepare and record a Notice of Non-Renewal on the remaining acreage under Land Conservation Act Contract No. 2016-210A.

Negative action: N/A

FINANCIAL IMPACT

Potential increase to the property owner of taxes collected on the non-renewed land area.

ATTACHMENTS

1. **BOS Memorandum**
2. **Vicinity Map**
3. **Map of Proposed Non-Renewal Area**
4. **Resolution**
5. **Signed NR**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

KAITLYN CASNER
Planner III

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

kcasner@mariposacounty.org

January 9, 2024

TO: Board of Supervisors
FROM: Kaitlyn Casner, Planner III
RE: Notice of Non-Renewal No. 2022-276; Nicholas Vanlandingham, Applicant/Agent

Recommended Action

Adopt a Resolution authorizing the filing a Notice of Non-Renewal of a 13.91 +/- acre portion of Land Conservation Act (Williamson Act) Contract No. 2016-210A for Mark Lee Long and Marshall Lee Long, Successor Co-Trustees of the Frank Long and Frances R. Long 2000 Revocable Family Trust; and Directing the Clerk of the Board to execute and record the notice.

Project Description

Nicholas Vanlandingham, applicant, and agent to property owner, has submitted a Notice of Non-Renewal (NNR) for a portion of Land Conservation Act (Williamson Act) Contract No. 2016-210A, recorded April 17, 2019 (Document Number 20191165, MCR).

Contract No. 2016-210A, encompassing APN 012-180-057 (2,735.39 acres), is owned by Mark Lee Long and Marshall Lee Long, Successor Co-Trustees of the Frank Long and Frances R. Long 2000 Revocable Family Trust and used for cattle grazing.

This proposal is for non-renewal of a 13.91 +/- acre portion of the contract along Yaqui Gulch Road. This area includes two dwellings: 4558 Yaqui Gulch Rd. & 4560 Yaqui Gulch Rd. (Attachment- Map)

The filing of the NNR prior to December 31, 2023, will cease the automatic renewal of the Williamson Act Contract (occurs on January 1 of each year). In nineteen (19) years, the non-renewed portion of the contract will no longer be encumbered by the contract. Property taxes will gradually rise during this nineteen-year period. During the non-renewal period, the property is still subject to the terms and provisions of the contract.

Background

Either party to a Land Conservation Act contract (property owner or Board of Supervisors) may file a Notice of Non-Renewal for a Land Conservation Act Contract at any time.

Pursuant to California Government Code, Section 51245, the Board of Supervisors must act if the property owner requests non-renewal of a *portion* of the contract:

> *If either the landowner or the city or county desires in any year not to renew the contract, that party shall serve written notice of nonrenewal of the contract upon the other party in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner at least 90 days prior to the renewal date or by the city or county at least 60 days prior to the renewal date, the contract shall be considered renewed as provided in Section 51244 or Section 51244.5.*
>
> *Upon receipt by the owner of a notice from the county or city of nonrenewal, the owner may make a written protest of the notice of nonrenewal. The county or city may, at any time prior to the renewal date, withdraw the notice of nonrenewal. Upon request by the owner, the board or council may authorize the owner to serve a notice of nonrenewal on a portion of the land under a contract.*
>
> *Within 30 days of the receipt of a notice of nonrenewal from a landowner, the service of a notice of nonrenewal upon a landowner, or the withdrawal of a notice of nonrenewal, the city or county shall deliver a copy of the notice or a notice of withdrawal of nonrenewal to the Director of Conservation.*
>
> *No later than 20 days after a city or county receives a notice of nonrenewal from a landowner, serves a notice of nonrenewal upon a landowner, or withdraws a notice of nonrenewal, the clerk of the board or council, as the case may be, shall record with the county recorder a copy of the notice of nonrenewal or notice of withdrawal of nonrenewal.*

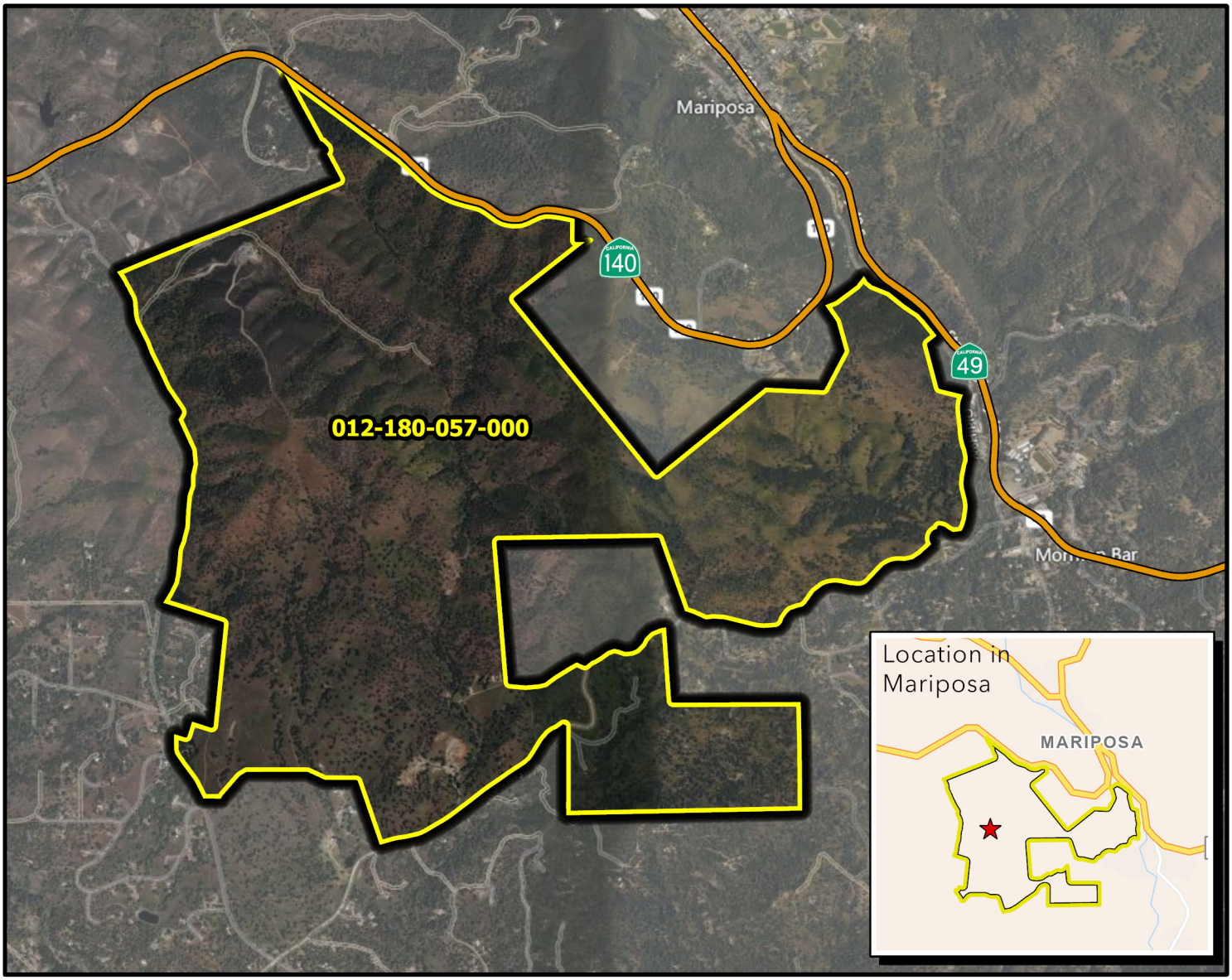
If the Board of Supervisors determines that the remaining portion of the land under contract, following the non-renewal, is not adequate pursuant to County policy, the Board could direct staff to prepare a non-renewal for that remaining portion.

The remaining portion of Contract No. 2016-210A is of sufficient size to comply with the current policies governing the Williamson Act program in Mariposa County. The remaining portion has been historically used for cattle grazing.

Agricultural Advisory Committee

This application was reviewed by the Agricultural Advisory Committee at their meeting on October 28, 2023. The Agricultural Advisory Committee determined that the acreage to remain under contract (2721.49 +/- acres) was a viable agricultural operation and eligible to remain under contract and is therefore recommended to remain under contract.

Mariposa County Planning Department
Project Vicinity Map



0 1,500 3,000 Feet

1:36,000

Site

Assessor's Parcels

PROJECT TYPE: LAND CONSERVATION ACT 2022-276

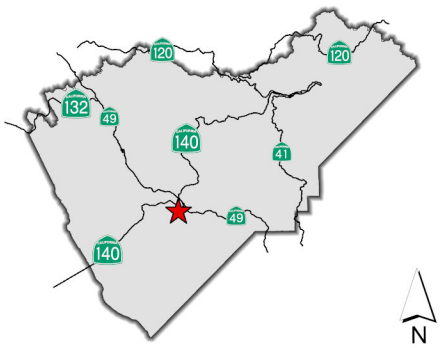
APPLICANT: FRANK AND FRANCES LONG TRUST/MARSHALL AND MARK LONG TRUSTEE

APN: 012-180-0570-00

SITE ADDRESS: 4558 YAQUI GULCH, MARIPOSA, CALIFORNIA 95338

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Monday, November 28, 2022
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 08/2022
Map Credit: BEN OGREN, Sr. GIS Specialist

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning



Location in Mariposa County

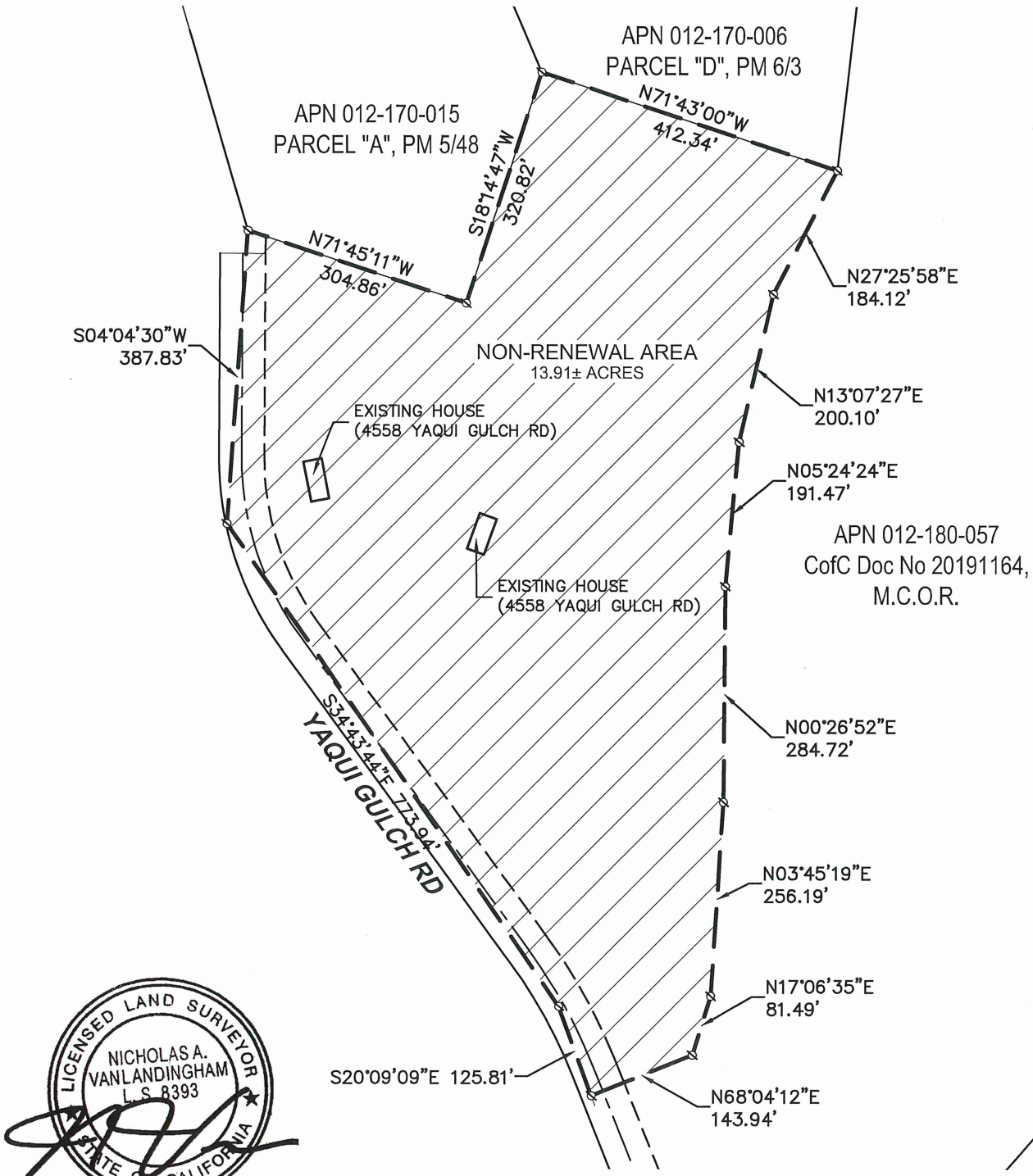
Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

C:\Users\bogren\Documents\ArcGIS\Projects\Land Conservation Act 2022-276\Land Conservation Act 2022-276.aprx

RECEIVED
NOV 04 2022
Mariposa County Planning Department

EXHIBIT "B"

SCALE 1"=200'



LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
L.S. 8393
STATE OF CALIFORNIA

JONES SNYDER & ASSOCIATES
P.O. BOX 2292, OAKHURST, CA 93644
(559)683-7661 WWW.JSSURVEYING.COM

DATE: 10/04/21 BY: NAV

FILE:V:\JSA Dropbox\JSA - ActiveJobs\2021\21-144\CAD\Drawings\EXHIBIT B.dwg

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. **A resolution approving Land Conservation Act Contract Notice of Non-Renewal Application No. 2022-276; Portion of APN 012-180-057; Mark Lee Long and Marshall Lee Long, as Successor Co-Trustees of the Frank Long and Frances R. Long 2000 Revocable Family Trust, owner/applicant; Nicholas Vanlandingham, agent.**

WHEREAS, an application for a Land Conservation Act Contract Notice of Non-Renewal was received on the 14th day of November, 2022, from Nicholas Vanlandingham for property located at 4558 Yaqui Gulch in Mariposa County, also known as Assessor Parcel Number 012-180-057; and

WHEREAS, the property is within Land Conservation Act Contract Number 2016-210A; and

WHEREAS, the application is to remove a portion of Land Conservation Act Contract Number 2016-210A, including two houses; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, a project review was scheduled for the duly noticed Agricultural Advisory Committee meeting of 28th day of October, 2023; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed date and considered all of the information in the public record, including the application, and their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Board of Supervisors approve the Non- Renewal of a 13.91 +/- acre Portion of Land Conservation Act Contract Number 2016-210A, covering a portion of the subject property; and

WHEREAS, a duly noticed Board of Supervisors public hearing for the project was scheduled for the 9th of January, 2024; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Agricultural Advisory Committee's recommendations.

NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors of Mariposa County approves Land Conservation Act Contract Notice of Non-Renewal Application No. 2022-276 for a Non-Renewal of a Portion of Land Conservation Act Contract No. 2016-210A, covering a portion the subject property as requested by the application.

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted the 9th Day of January, 2024 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

EXHIBIT 1

FINDINGS OF APPROVAL

FOR

Land Conservation Act Contract Notice of Non-Renewal No. 2022-276

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law). The following findings are made:

1. **FINDING**: The contract will continue to meet the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve because approval of the requested Land Conservation Act Notice of Non-Renewal of 13.91 +/- contracted lands would result in a contract of 2,721.49 +/- acres. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.

2. **FINDING**: The remaining contract will be large enough to sustain a commercial agricultural use (dryland grazing). Objective evidence has been submitted that the properties have been used for grazing.

3. **FINDING**: The decrease in total contracted acreage is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this modification will have any effect on adjacent agricultural uses.

4. **FINDING**: The approval of the Land Conservation Act Contract Notice of Non-Renewal is based upon review of the project specific and site-specific details of this case, as well as the needs of the applicants.

5. **FINDING**: This project is Categorically Exempt based on the following: California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

EXHIBIT 2

CONDITIONS/STEPS OF APPROVAL

FOR

Land Conservation Act Contract Notice of Non-Renewal No. 2022-276

1. **Preparation of Legal Description (APPLICANT'S RESPONSIBILTY):** Prior to recordation of the Land Conservation Act Contract Notice of Non-Renewal, a typed, stamped, and signed copy of the approved legal description for the land that is to be removed from the current contract must be provided by the applicant to Mariposa Planning.

2. **Preparation of the Land Conservation Act Contract Notice of Non-Renewal (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, the Land Conservation Act Contract Notice of Non-Renewal will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original Notice of Non-Renewal to the property owner(s) involved in the application.

3. **Signing and Notarizing the Land Conservation Act Contract (APPLICANT'S REPSPONSIBITY):** The contract notice of non-renewal must be signed by the property owner(s), and the signature(s) must be notarized.

4. **Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Notice of Non-Renewal Process.

RECORDING REQUESTED BY:

Mariposa County Board of Supervisors

WHEN RECORDED MAIL TO:

Danielle Bondshu, Clerk of the Board
Mariposa County Board of Supervisors
P.O. Box 784
Mariposa CA 95338

Space Above This Line Reserved for Recorder's Use

APNs Portion of APN 012-180-057

NOTICE OF NON-RENEWAL OF LAND CONSERVATION ACT CONTRACT

This is to notify the County of Mariposa that a portion of the land conservation act contract described below (that portion also described below) will not be renewed as of the next renewal date as to the portion of one (1) parcel of land herein referenced and described.

Land Conservation Act Contract No. 2016-210A: Document No. 20191165, Mariposa County Official Records, on April 17, 2019.

Agricultural Preserve established by Mariposa County Resolution No. 78-15

Assessor's Parcel Nos. Portion of APN 012-180-057

Original Owner(s): FRANK LONG and FRANCES LONG

Current Owner(s): MARK LEE LONG and MARSHALL LEE LONG, as Successor Co-Trustees of the FRANK LONG AND FRANCES R. LONG 2000 REVOCABLE FAMILY TRUST,

Signature and mailing address of current owner:

MARK LEE LONG and MARSHALL LEE LONG, as Successor Co-Trustees of the FRANK LONG AND FRANCES R. LONG 2000 REVOCABLE FAMILY TRUST
4333 Old Highway
Mariposa CA 95338

MARK LEE LONG,
Co-Successor Trustee

Dated: 12/4/23

MARSHALL LEE LONG,
Co-Successor Trustee

Dated: 11/29/2023

Exhibit "A"

(Non-Renewal Area)

All that portion of that certain parcel of land described in the Certificate of Compliance for "Mark Lee Long and Marshall Lee Long, as Successor Co-Trustees of the Frank Long and Frances R. Long 2000 Revocable Family Trust" Recorded April 17, 2019 as Document No. 20191164, Mariposa County Records, being more particularly described as follows:

BEGINNING at the Southeast corner of Parcel "D" of that certain Parcel Map for "Don Wilson", on file in Book 6 of Parcel Maps at Page 3, Mariposa County Records; thence along the southerly boundary of said Parcel "D", N.71°43'00"W. a distance of 412.34 feet; thence along the southerly boundary of Parcel "A" of that certain Parcel Map for "Ruth Etier", on file in Book 5 of Parcel Maps at Page 48, Mariposa County Records, S.18°14'47"W. a distance of 320.82 feet; thence continuing along said southerly boundary, N.71°45'11"W. a distance of 304.86 feet; thence along the easterly boundary of Parcels "C" & "D" of that certain Parcel Map for "James R. Horn", on file in Book 14 of Parcel Maps at Page 25, Mariposa County Records (said line is also shown on Record of Survey on file in Book of Maps at Page 2038, Mariposa County Records), S.04°04'30"W. a distance of 387.83 feet; thence S.34°43'44"E. a distance of 773.94 feet; thence S.20°09'09"E. a distance of 125.81 feet; thence leaving said easterly boundary, N.68°04'12"E. a distance of 143.94 feet; thence N.17°06'35"E. a distance of 81.49 feet; thence N.03°45'19"E. a distance of 256.19 feet; thence N.00°26'52"E. a distance of 284.72 feet; thence N.05°24'24"E. a distance of 191.47 feet; thence N.13°07'27"E. a distance of 200.10 feet; thence N.27°25'58"E. a distance of 184.12 feet; to the POINT OF BEGINNING.

Containing 13.91 Acres More or Less

END OF DESCRIPTION

This description was prepared by me or under my direction.

Nicholas A. Vanlandingham
Date: October 4, 2021



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

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

State of California)
County of Mariposa)

On November 29, 2023 before me, Tracy Gauthier, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Marshall Lee Long
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

TRACY GAUTHIER
Notary Public - California
Mariposa County
Commission # 2360023
My Comm. Expires Jul 2, 2025

Signature Tracy Gauthier
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	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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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Mariposa)

On December 4, 2023 before me, Rhonda Scherf, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Mark Lee Long
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

RHONDA SCHERF
Notary Public - California
Mariposa County
Commission # 2316323
My Comm. Expires Jan 14, 2024

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-18

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Accepting a Grant Deed From Hui Tu Im, a Married Man as His Sole and Separate Property and Edward Im, a Single Man, as Joint Tenants, Conveying Property Needed For Construction of the Dogtown Road Bridge; Approve an Agreement for Acquisition of Property for Bridge No. 40C0039 (Dogtown Road over Maxwell Creek); Authorize the Board of Supervisors Chair to Sign the Agreement; and Authorize the Auditor to Submit Payment to Inter-County Title Company for $7,125

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Accepting a Grant Deed From Hui Tu Im, a Married Man as His Sole and Separate Property and Edward Im, a Single Man, as Joint Tenants, Conveying Property Needed For Construction of the Dogtown Road Bridge; Approve an Agreement for Acquisition of Property for Bridge No. 40C0039 (Dogtown Road over Maxwell Creek); Authorize the Board of Supervisors Chair to Sign the Agreement; and Authorize the Auditor to Submit Payment to Inter-County Title Company for $7,125

The Project design has progressed to a level of detail to precisely determine the right-of-way needs for the Project, and it has been determined that the Project will have a direct impact on Assessor's Parcel Number 002-210-010. This acquisition is composed of a partial permanent land acquisition and a temporary construction easement (TCE). The property owners have agreed to accept the following terms as outlined in the Agreement:

Grantor:	Hui Tu Im, a married man as his sole and separate property, and Edward Im, a single man, as joint tenants
Amount of Compensation:	$6,000 + Title Insurance and Escrow Fees
Permanent Fee Simple Area (partial):	1,519 sq. ft.
TCE Area:	1,597 sq. ft.

The amount of compensation has been determined to be within the range of just compensation by the consultant, Bender Rosenthal, Inc., who is a sub-consultant with the County for right-of-way acquisition services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors may acquire property under Streets and Highway Code Section 943 and Government Code Section 7267 et seq.

On May 28, 2013, the Board approved Resolution 2013-205 approving Program Supplement Agreement with State of California Department of Transportation for the Dogtown Road Bridge over Maxwell Creek Bridge Project (Br. No. 40C0039)

On January 26, 2021, the Board adopted Resolution 2021-047, approving the Mitigated Negative Declaration for the Dogtown Road Bridge over Maxwell Creek Bridge Project (Br. No. 40C0039).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the Dogtown Road Bridge over Maxwell Creek Bridge project would not be completed and the bridge eventually closed due to deterioriation.

FINANCIAL IMPACT

There is no financial impact as funding for this project is reimbursed 100% by the Highway Bridge Program.

ATTACHMENTS

1. **Im (02-210-010) Resolution**
2. **Im (02-210-010) Inter-County Title Company - Signed**
3. **Im (02-210-010) Purchase Agreement - Signed**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY BOARD OF SUPERVISORS
Resolution Number 2024-____

RESOLUTION ACCEPTING A GRANT DEED FROM HUI TU IM, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AND EDWARD IM, A SINGLE MAN, AS JOINT TENANTS, CONVEYING PROPERTY NEEDED FOR CONSTRUCTION OF THE DOGTOWN ROAD BRIDGE OVER MAXWELL CREEK BRIDGE PROJECT (BR. NO. 40C0039) (APN 002-210-010)

WHEREAS it is deemed in the best interest of the County of Mariposa that the Grant Deed, dated July 19, 2023, conveying property interest to the County of Mariposa from Hui Tu Im and Edward Im, joint tenants, for construction of the Dogtown Road Bridge over Maxwell Creek Bridge Project (Br. No. 40C0039); and,

WHEREAS the property included in the Grant Deed includes the partial acquisition of parcel (~1,519 square feet) represented by APN 002-210-010; and

WHEREAS, upon acceptance, the original Grant Deed will be placed in escrow with Inter-County Title Company; and

WHEREAS the original Grant Deed will be recorded by Inter-County Title Company as part of the escrow process; and

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors of the County of Mariposa that the Grant Deed conveying property from Hui Tu Im and Edward Im, joint tenants, executed on July 19, 2023, needed for the construction of the Dogtown Road Bridge over Maxwell Creek Bridge Project (Br. No. 40C0039) be accepted by and on behalf of the County of Mariposa, State of California.

PASSED AND ADOPTED this 9th day of January 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

BUYER'S STATEMENT

File No.: M29259
Escrow Officer/Closer: Debbie Lobaugh
Settlement Date: September 1, 2023
Buyer: County of Mariposa, a political subdivision of the State of California
Seller: Hui Tu Im, a married man as his sole and separate property and Edward Im, a single man, as joint tenants.
Property: Unassigned
Coulterville, CA 95311

DEBITS

Sale Price of Property		6,000.00
Title - Owner's Title Insurance (optional)	to Inter-County Title Co., Tuolumne-Mariposa Division	550.00
Escrow fee	to Inter-County Title Co., Tuolumne-Mariposa Division	500.00
overnight and document prep	to Inter-County Title Co., Tuolumne-Mariposa Division	75.00
Gross Amount Due From Buyer	**TOTAL DEBITS**	$ 7,125.00

CREDITS

Less Total Credits to Buyer	**TOTAL CREDITS**	$ 0.00

BALANCE

From Buyer	$ 7,125.00

Inter-County Title Co., Tuolumne-Mariposa Division

(M29259.PFD/M29259/11)

Assessor Parcel #	Owner	Site Address	Project
002-210-010	Hui Tu Im, a married man as his sole and separate property, and Edward Im, a single man, as joint tenants	5222 Dogtown Road, Coulterville, CA 95311	Dogtown Road over Maxwell Creek Bridge Replacement Project (Federal Aid #5940(106)

PURCHASE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into as of July 19th 2023, ("Effective Date") by Hui Tu Im, a married man as his sole and separate property, and Edward Im, a single man, as joint tenants ("Grantor") and the County of Mariposa, a political subdivision of the State of California ("Grantee").

A Grant Deed in favor of the County of Mariposa, a political subdivision of the State of California, identified as "Exhibit A", is attached hereto and made a part hereof. A Temporary Construction Easement Deed in favor of the County of Mariposa, a political subdivision of the State of California, identified as "Exhibit B", is attached hereto and made a part hereof.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Mariposa, of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) Grantee requires said property described in the attached Grant Deed and Temporary Construction Easement Deed, for public roadway purposes and to perform the replacement of the bridge, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

(C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 164, 49 C.F.R Section50.3.

(E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. County of Mariposa shall:

(A) Pay the undersigned grantor the sum of $6,000 (SIX THOUSAND DOLLARS) for the property or interest conveyed by the above documents when title to said property vests in the County of Mariposa, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.

c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

(B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the County of Mariposa, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Inter-County Title Company, PO Box 838, 5160 Bullion Street, Mariposa, CA 95338, Escrow No. M29259.

(C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

(D) At no expense to Grantors and at the time of construction, Grantee shall remove the existing fencing located within the acquisition area. A temporary fence will be installed on the remainder property to provide security to the property. At the completion of construction in the manner proposed the Grantee will replace the front fencing with fencing of like kind as that fencing that was removed.

3. Permission is hereby granted to Grantee or its authorized agent to enter on Grantor's land, where necessary, to complete work as described in Clause 2(D) of this contract. Grantor understands and agrees that after completion of the work as described of this contract said facilities will be considered as Grantor's sole property and Grantor will be responsible for any maintenance and repair.

4. Any monies payable under this agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

5. Any and all monies payable under this Agreement, subject to the demands made by superior lienholders, up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof, said holder to furnish debtor with good and sufficient receipt showing said monies credited against the indebtedness secured by said Financing Statement.

6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County of Mariposa, including the right to remove and dispose of improvements, shall commence when funds are deposited into escrow and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

7. Should the property be materially destroyed by fire, earthquake or other calamity without the fault of either party this agreement may be rescinded by Grantee; in such an event, grantee may reappraise the property and make an offer thereon.

8. It is understood and agreed by and between the parties hereto that payment as provided in clause 2(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantors' remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway and utility project, including, but not limited to, any expense which Grantor may incur in restoring the utility of their remaining property.

9. Construction activities within the acquisition area will be done in such a manner as to maintain the existing security condition of Grantor's remaining property. If installation of temporary fencing is necessary to maintain the existing secure condition of Grantor's property, the Grantee will do so without cost to Grantor and remove the temporary fencing upon completion of construction.

10. A Temporary Construction Easement is needed to facilitate construction activities for the Dogtown Road over Maxwell Creek Bridge Replacement Project. Said easement shall be for a period of six years (6) years beginning December 1, 2023, and ending November 30, 2029. Permission is hereby granted to the County of Mariposa, or its authorized agent to enter upon Grantors land where necessary within that certain area identified as a Temporary Construction Easement for the purpose described.

11. Grantors warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantors agree to hold Grantee, harmless and reimburse Grantee, for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided to Title prior to the close of escrow.

12. Grantee agrees to indemnify and hold harmless the undersigned Grantor(s) from any liability arising out of the Grantee's operations under this agreement. The Grantee further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the Grantee will, at its option, either repair or pay for such damage.

13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste, which requires mitigation under Federal or state law, Grantee may elect to recover its cleanup costs from those who caused or contributed to the contamination.

14. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

15. This Agreement may be executed 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.

SIGNATURE PAGE FOLLOWS

In Witness Whereof, the Parties vested have executed this agreement the day and year first above written.

Grantor: Hui Tu Im, a married man as his sole and separate property, and Edward Im, a single man, as joint tenants

Hui Tu Im — Date: 7/19/23

Edward Im — Date: 7/19/23

Grantee: County of Mariposa, a political subdivision of the State of California

Miles Menetrey, Chair
Board of Supervisors — Date

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

EXHIBIT "A"
GRANT DEED

RECORDED FOR THE BENEFIT OF
MARIPOSA COUNTY

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

No Fee Document – per Government code 27383
No Document Transfer Tax- per R&T Code 11922

A portion of APN 002-210-010

SPACE ABOVE THE LINE FOR RECORDER'S USE

GRANT DEED

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: $0.00 (County Tax): and $0.00 (City Tax).
[X] Unincorporated area, County of Mariposa:
[ ] computed on full value of property conveyed, or
[ ] computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hui Tu Im, a married man as his sole and separate property, and Edward Im, a single man, as joint tenants, hereby grants to the County of Mariposa, a political subdivision of the State of California, all of Grantor's right, title, and interest in and to that certain real property situated in the unincorporated area of the County of Mariposa, State of California, more particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this July day of 19th, 2023.

Grantor: Hui Tu Im, a married man as his sole and separate property, and Edward Im, a single man, as joint tenants

Hui Tu Im

Edward Im

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

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

State of California)
County of San Mateo)

On 07.19.2023 before me, Gustavo Gutierrez, notary public
Date *Here Insert Name and Title of the Officer*

personally appeared Edward Im and Hui Ju Im
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

GUSTAVO GUTIERREZ
COMM. # 2416018
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
MY COMM. EXP. SEP. 15, 2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	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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EXHIBIT "A"

LEGAL DESCRIPTION
FEE ROAD RIGHT OF WAY

ALL THAT REAL PROPERTY, LYING WITHIN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 16 EAST, M.D.M., BEING A PORTION OF PARCEL "A" AS SHOWN ON THE PARCEL MAP RECORDED ON MARCH 22, 1984 IN BOOK 21 OF PARCEL MAPS AT PAGE 11, MARIPOSA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A", SAID NORTHWEST CORNER ALSO BEING ON THE CENTERLINE OF DOGTOWN ROAD AS SHOWN ON SAID MAP; THENCE LEAVING SAID CENTERLINE AND ALONG THE WESTERLY LINE OF SAID PARCEL "A", SOUTH 01° 42' 33" WEST (NORTH 01° 55' 03" EAST), 31.13 FEET TO THE SOUTHERLY RIGHT OF WAY OF DOGTOWN ROAD AS SHOWN ON SAID MAP AND DESCRIBED IN THE DOCUMENT RECORDED ON APRIL 5, 1991 AS DOCUMENT NUMBER 911747; THENCE LEAVING SAID WESTERLY LINE, ALONG SAID SOUTHERLY RIGHT OF WAY AND ALONG A CURVE TO THE RIGHT, HAVING A RADIAL THAT BEARS NORTH 18° 00' 05" EAST, A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 12° 00' 18", AND A LENGTH OF 61.81 FEET; THENCE SOUTH 59° 59' 37" EAST, 23.53 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTH 59° 59' 37" EAST, 52.68 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 15° 44' 27", AND A LENGTH OF 32.97 FEET; THENCE ALONG A TANGENT REVERSE CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 34° 58' 42", AND A LENGTH OF 109.89 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY AND NORTHWESTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIAL THAT BEARS SOUTH 03° 17' 27" WEST, A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 39° 06' 25", AND A LENGTH OF 122.86 FEET; THENCE NORTH 47° 36' 07" WEST, 75.59 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 1,519 SQUARE FEET, MORE OR LESS.

APN 002-210-010 PORTION.

ALL DATA SHOWN IN PARENTHESIS ARE RECORD DATA PER BOOK 21 OF PARCEL MAPS AT PAGE 11, MARIPOSA COUNTY RECORDS.

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 3.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.



12-30-2022
SETH H. IRISH DATE
PLS 5922

PAGE 1 OF 2

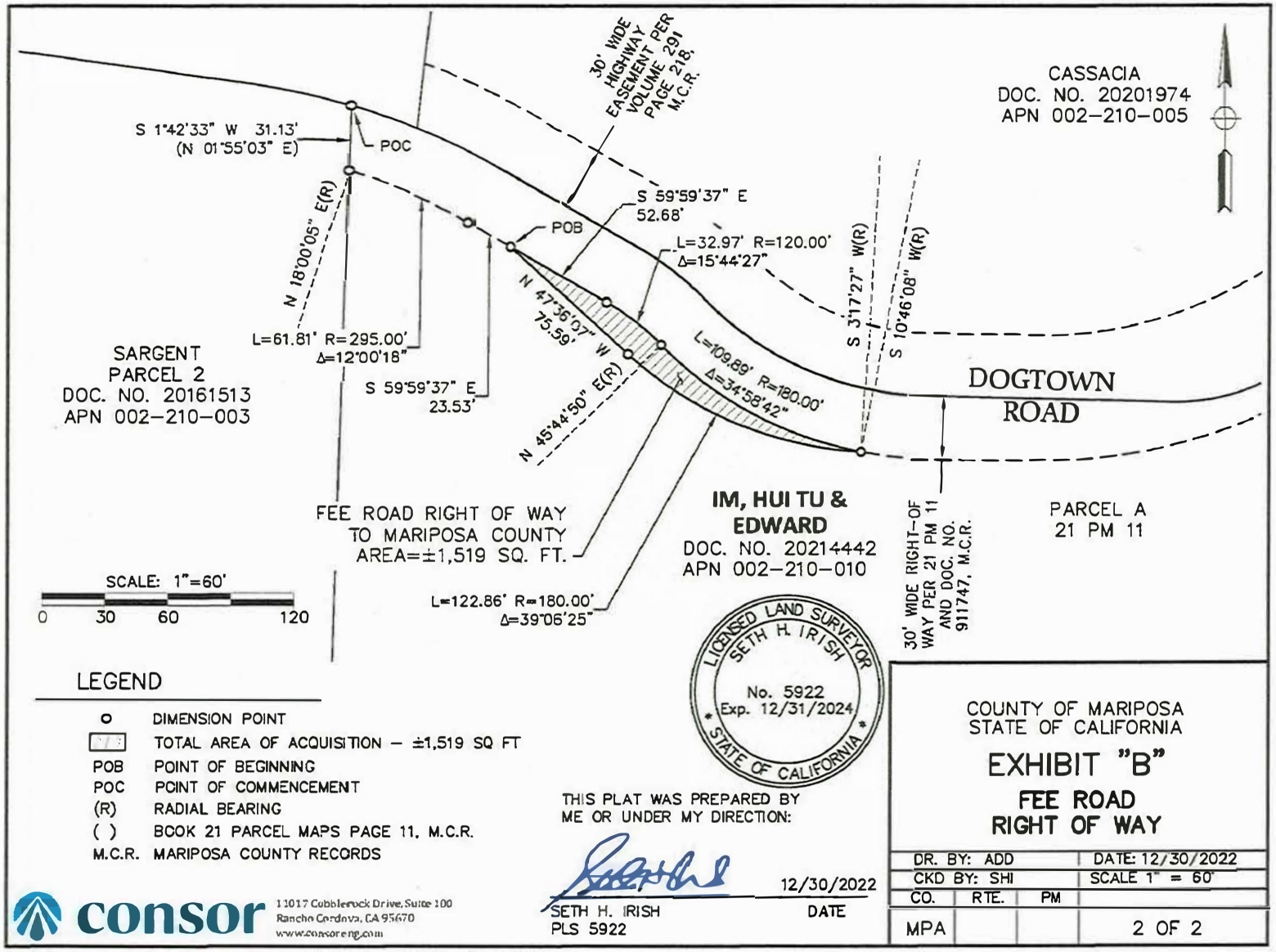
30' WIDE HIGHWAY EASEMENT PER VOLUME 291 PAGE 218, M.C.R.
CASSACIA
DOC. NO. 20201974
APN 002-210-005
S 1°42'33" W 31.13'
(N 01°55'03" E)
POC
POB
S 59°59'37" E
52.68'
L=32.97' R=120.00'
Δ=15°44'27"
N 18°00'05" E(R)
L=61.81' R=295.00'
Δ=12°00'18"
S 59°59'37" E
23.53'
N 47°36'07" W
75.59'
N 45°44'50" E(R)
L=109.89' R=180.00'
Δ=34°58'42"
L=122.86' R=180.00'
Δ=39°06'25"
S 3°17'27" W(R)
S 10°46'08" W(R)
SARGENT
PARCEL 2
DOC. NO. 20161513
APN 002-210-003
DOGTOWN
ROAD
FEE ROAD RIGHT OF WAY
TO MARIPOSA COUNTY
AREA=±1,519 SQ. FT.
IM, HUI TU &
EDWARD
DOC. NO. 20214442
APN 002-210-010
PARCEL A
21 PM 11
30' WIDE RIGHT-OF WAY PER 21 PM 11 AND DOC. NO. 911747, M.C.R.
SCALE: 1"=60'
0 30 60 120
LEGEND
O DIMENSION POINT
TOTAL AREA OF ACQUISITION – ±1,519 SQ FT
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
(R) RADIAL BEARING
( ) BOOK 21 PARCEL MAPS PAGE 11, M.C.R.
M.C.R. MARIPOSA COUNTY RECORDS
LICENSED LAND SURVEYOR
SETH H. IRISH
No. 5922
Exp. 12/31/2024
STATE OF CALIFORNIA
THIS PLAT WAS PREPARED BY
ME OR UNDER MY DIRECTION:
12/30/2022
SETH H. IRISH
PLS 5922
DATE
consor
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670
www.consoreng.com
COUNTY OF MARIPOSA
STATE OF CALIFORNIA
EXHIBIT "B"
FEE ROAD
RIGHT OF WAY
DR. BY: ADD
DATE: 12/30/2022
CKD BY: SHI
SCALE 1" = 60'
CO. RTE. PM
MPA
2 OF 2

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT DEED

RECORDED FOR THE BENEFIT OF
MARIPOSA COUNTY

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

No Fee Document – per Government code 27383
No Document Transfer Tax- per R&T Code 11922

APNs: 002-210-010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TEMPORARY CONSTRUCTION EASEMENT DEED

For valuable consideration receipt of hereby acknowledged, Hui Tu Im, a married man as his sole and separate property, and Edward Im, a single man, as joint tenants, ("Grantor"), hereby County of Mariposa, a political subdivision of the State of California ("Grantee"), a Temporary Construction Easement ("TCE") over, under, upon and across all that real property, situated within the unincorporated area of the County of Mariposa, State of California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and made hereof.

This TCE shall be for the purpose of providing a temporary detour alignment related to the Dogtown Road over Maxwell Creek Bridge Replacement Project including, but not limited to: use for ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not in any way unreasonably impair grantor's use, access and ingress/egress of grantor's property situated within the remainder property currently owned by grantor.

A Temporary Construction Easement is needed to facilitate construction activities for the Dogtown Road over Maxwell Creek Bridge Replacement Project. Said easement shall be for a period of 60 (sixty) months beginning December 1, 2023, and ending November 30, 2029. Permission is hereby granted to the County of Mariposa or its authorized agent to enter upon Grantor(s) land where necessary within that certain area identified as a temporary construction easement for the purpose described.

IN WITNESS WHEREOF, Grantor(s), executed this Temporary Construction Easement Deed as of July 11th, 2023

Grantor: Hui Tu Im, a married man as his sole and separate property, and Edward Im, a single man, as joint tenants

Hui Tu Im

Edward Im

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of San Mateo)
On 07.19.2023 before me, Gustavo Gutierrez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Edward Im and Hui Tu Im
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

GUSTAVO GUTIERREZ
COMM. # 2416018
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
MY COMM. EXP. SEP. 15, 2026

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	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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EXHIBIT "A"

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

ALL THAT REAL PROPERTY, LYING WITHIN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 16 EAST, M.D.M., BEING A PORTION OF PARCEL "A" AS SHOWN ON THE PARCEL MAP RECORDED ON MARCH 22, 1984 IN BOOK 21 OF PARCEL MAPS AT PAGE 11, MARIPOSA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A", SAID NORTHWEST CORNER ALSO BEING ON THE CENTERLINE OF DOGTOWN ROAD AS SHOWN ON SAID MAP; THENCE LEAVING SAID CENTERLINE AND ALONG THE WESTERLY PARCEL LINE OF SAID PARCEL "A", SOUTH 01° 42' 33" WEST (NORTH 01° 55' 03" EAST), 31.13 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF DOGTOWN ROAD AS SHOWN ON SAID MAP AND DESCRIBED IN THE DOCUMENT RECORDED ON APRIL 5, 1991 AS DOCUMENT NUMBER 911747; THENCE LEAVING SAID WESTERLY PARCEL LINE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIAL THAT BEARS NORTH 18° 00' 05" EAST, A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 3° 17' 11", WITH A CURVE LENGTH OF 16.92 FEET, TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIAL THAT BEARS NORTH 21° 17' 16" EAST, A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 8° 43' 07", AND A CURVE LENGTH OF 44.89 FEET; THENCE SOUTH 59° 59' 37" EAST (SOUTH 59° 47' 07" EAST), 23.53 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE OF DOGTOWN ROAD THE FOLLOWING THREE (3) COURSES, (1) SOUTH 47° 36' 07" EAST, 57.42 FEET; (2) SOUTH 78° 29' 15" WEST, 22.79 FEET; (3) NORTH 47° 22' 22" WEST, 109.92 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 1,597 SQUARE FEET, MORE OR LESS.

A PORTION OF APN 002-210-010

ALL DATA SHOWN IN PARENTHESIS ARE RECORD DATA PER BOOK 21 OF PARCEL MAPS AT PAGE 11, MARIPOSA COUNTY RECORDS.

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 3.

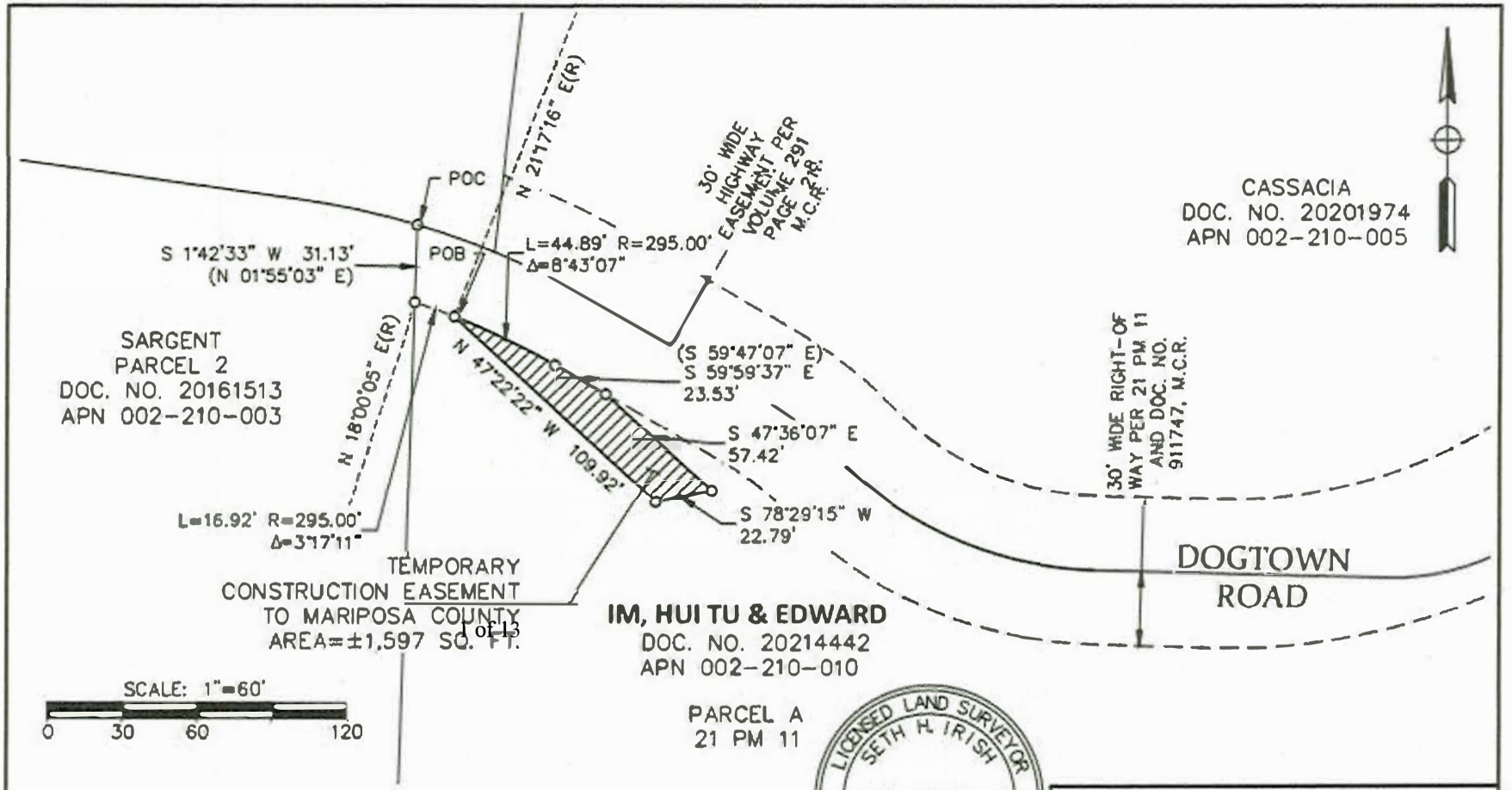
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.



12-30-2022
SETH H. IRISH DATE
PLS 5922

PAGE 1 OF 2



1 of 13

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION:

12/30/2022

SETH H. IRISH
PLS 5922

DATE

COUNTY OF MARIPOSA
STATE OF CALIFORNIA

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

DR. BY: ADD			DATE: 12/30/2022
CKD BY: SHI			SCALE 1" = 60'
CO.	RTE.	PM	
MPA			2 OF 2

consor
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670
www.consoreng.com

S:\Client\Mariposa County\M19 - 200 Dogtown Rd at Maxwell Cr (Br. No. 40C0039)\Survey\CAD\PLATS\M TCE.dwg

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-19

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Williams Excavation Inc. for the Natural Disaster Water Storage Mitigation Project in the Amount of $2,156,056; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Williams Excavation Inc. for the Natural Disaster Water Storage Mitigation Project in the Amount of $2,156,056; and Authorize the Board of Supervisors Chair to Sign the Agreement.

March 24, 2022, the County received a grant for the construction of three 250,000 gallon water storage tanks at Red Cloud Park, Woodland Park, and the town of Hornitos. The project was advertised on October 19th, 2023 and bids were received on November 16, 2023. A base bid was set for the construction of the tanks at Red Cloud Park and Hornitos. A bid alternative was established for the third tank at Woodland depending on the availability of funds. The County received one qualified bid from Williams Excavation, Inc.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 20, 2022, the Board approved Resolution 2022-725 approving Black Water Consulting Engineers contract for the final design of the water tanks in Hornitos, Red Cloud Park, and Woodland Park.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the County would continue to lack emergency preparedness for current and anticipated future drought conditions where private wells will potentially go dry.

FINANCIAL IMPACT

The contract is for the construction of two sites, Red Cloud and Hornitos. FEMA pays 75% and the County is responsible for the 25% match. The funds are programmed in 5576. Staff will return with a change order for the third tank at Woodland Park after evaluating the impacts during construction of the first two tanks.

ATTACHMENTS

1. **Williams_FEMA Tanks**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this ____ day of January, 2024, by and between Williams Excavation Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of two million one hundred fifty-six thousand, fifty-six Dollars (2,156,056) ("Contract Price"), the following services ("Services" or "Work"):

   Natural Disaster Water Storage Mitigation Project - FEMA-4382-DR-CA

   The project consists of all labor, materials, equipment, and services necessary to place building and tank foundations, erect water tanks, rehabilitate existing wells, install new well pumps, build well/pump houses, install booster pumps, install backup generators, install piping, and install water hydrants at two (2) locations.

2. Contractor shall perform the Work at two (2) locations: Hornitos Park well site on Plaza Alley in Hornitos (37.502503, -120.236112); Red Cloud Park on Park Circle Road in Greeley Hill (37.749745, -120.127447) ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within One Hundred Sixty (160) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	_X_ Registered Subcontractor List
____ Instructions to Bidders	_X_ Insurance Certificates and Endorsements
_X_ Bid Form and Proposal	_X_ Performance Bond
_X_ Bid Bond	_X_ Payment Bond
_X_ Noncollusion Declaration	____ Specifications
____ Iran Contracting Act Certification	____ Plans
____ Designated Subcontractors List	____ Special Conditions
____ Notice to Proceed	____ Exhibit "A" ("Scope of Work")
____ Prevailing Wage Certification	_X_ Federal Debarment Certification
_X_ Workers' Compensation Certification	_X_ Federal Condition and Davis-Bacon
____ Drug-Free Workplace Certification	_X_ [Other] Equal Employment Opportunity Certification, Nonlobbying Certification, Exhibit 15-G Construction Contract DBE Commitment, Exhibit 15-H Proposer/Contractor Good Faith Efforts
____ Tobacco-Free Environment Certification	
____ Asbestos & Other Hazardous Materials Certification	

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-2828
cgonzales@mariposacounty.org

Contractor

Name: Williams Excavation, Inc.
ATTN: Keith Williams
5177 Goins Way, Mariposa,
California 95338
(209) 769-5807
keithwilliamsexcavating@gmail.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

_____

Miles Menetrey, Chair
Board of Supervisors

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steve W. Dahlem
County Counsel

Dated: Dec. 7, 2023

Contractor: Williams Excavation, Inc.

Signature: Keith Williams

Print Name: Keith Williams

Print Title: President

License No.: 435145

Registration No.: 1001077084

Address: 5177 Goins Way, Mariposa, California 95338

Telephone: (209)769-5807

Facsimile:

E-Mail: keithwilliamsexcavating@gmail.com

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: __CA__
____ Limited Liability Company
____ Other: _____

_87-3643392_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Owner.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1–5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, 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 Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 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, the 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.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(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.

(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 the 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 the 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.

(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, the 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 the 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, the contractor shall notify the subcontractor in writing as to whether the 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.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ADDENDUM NO. 1

BID FORM AND PROPOSAL

To: Governing Board of the County of Mariposa ("Owner")

From: Williams Excavation, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications ("Work") for the following project known as:

Natural Disaster Water Storage Mitigation Project

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Two-million,one-hundred fifty-six thousand, fifty-six dollars $ 2,156,056

Total Base Bid Price

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs for Unit Prices.

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Additional Detail Regarding Calculation of Base Bid

Unit Prices. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and Owner may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

Base Bid

A. RED CLOUD PROJECT SITE					
ITEM	**DESCRIPTION**	**QTY.**	**UNITS**	**UNIT COST**	**TOTAL PRICE**
1	Mobilization and demobilization, including stormwater BMPs	1	L.S.		$120,000
2	Clearing, grubbing and tree removal; offhaul and dispose of at an approved, including all equipment, labor, and expenses	1	L.S.		$25,000
3	Excavation and grading, complete and in place including compaction, all equipment, labor, import and/or offhaul material, disposal, and expenses	1	L.S.		$20,000
4	2" Sch. 80 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	160	L.F.	$42.50	$6,800
5	4" C900 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	480	L.F.	$77.00	$36,960
6	8" C900 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	40	L.F.	$225.00	$9,000
7	Fire hydrant assemblies and 6" C900 PVC laterals, complete and in place including excavation, backfill, compaction, risers, boots, valve boxes, concrete thrust block, other fittings and materials including all labor, equipment and expenses	1	Ea.		$13,000

A. RED CLOUD PROJECT SITE (continued)					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
8	Wood-frame structure with fiber cement siding, complete and in place including concrete pad foundation, door, ventilation, building electrical (including service and breaker panels) heating and lighting, including all materials, hardware, all labor, equipment and expenses	1	L.S.		$71,000
9	Wellhead retrofit, including surface casing improvements, concrete sanitary seal, concrete pad, all pipe, plumbing, fittings, flowmeter, heat trace, insulation, and protective cover, all materials, labor, equipment and expenses	1	L.S.		$27,000
10	Provide rehabilitation of existing production well, including cleaning, new liner screen, gravel pack, and casing for minimum 6-inch diameter well including all materials, labor, and equipment as required to develop, clean, and test, including new pump, cable, and column pipe	600	L.F.	$216.66	$129,996
11	Grundfos booster pump skid including pump and integrated pump control panel complete and in place, including connections, manifold piping, valves, fittings, gauges, sensors, all electrical conduit and wiring within the building envelope including all materials, labor, equipment and expenses	1	L.S.		$210,000
12	Diesel generator set, including concrete pad, automatic transfer switch, electrical panels, conduit and wiring; skid mounted diesel tank, including all materials, labor, equipment and expenses	1	L.S.		$65,000
13	250,000 gallon bolted steel water storage tank, including tank and foundation design, tank foundation excavation and preparation, compacted base material, overflow drain and underground piping, ladders, handrails, internal overflow, outlets and inlets, tank level scale, coatings, level controls, other miscellaneous components and features, and on-site installation. Price includes all materials, labor, equipment and expenses	1	L.S.		$275,000

A. RED CLOUD PROJECT SITE (continued)					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
14	Concrete tank foundation, including formwork, concrete, reinforcing steel, including all materials, labor, equipment and expenses	40	C.Y	$1,500	$60,000
15	1.5-inch diameter angular rock-covered driveway and walk area covering, including all materials, labor, equipment and expenses	26	C.Y.	$200	$5,200
16	Soils, concrete and materials testing services, including all materials, labor, equipment and expenses	1	L.S.		$5,000
SUBTOTAL – RED CLOUD PROJECT SITE, Items 1-16					

B. HORNITOS PROJECT SITE					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
1	Mobilization and demobilization	1	L.S.		$120,000
2	Clearing, grubbing and tree removal; offhaul and dispose of at an approved, including all equipment, labor, and expenses	1	L.S.		$25,000
3	Excavation and grading, complete and in place including all equipment, labor, import and/or offhaul material, disposal, and expenses	1	L.S.		$32,000
4	2" Sch. 80 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	900	L.F.	$20.00	$18,000
5	8" C900 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	800	L.F.	$104.00	$83,200
6	Fire hydrant assemblies and 6" C900 PVC laterals, complete and in place including excavation, backfill, compaction, risers, boots, valve boxes, concrete thrust block, other fittings and materials including all labor, equipment and expenses	1	Ea.		$13,000

B. HORNITOS PROJECT SITE (continued)					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
7	Wood-frame structure, complete and in place including concrete pad foundation, door, ventilation, building electrical (including service and breaker panels) heating and lighting, including all materials, hardware, all labor, equipment and expenses	1	L.S.		$87,600
8	Wellhead retrofit, including concrete sanitary seal, all pipe, plumbing, fittings, heat trace, insulation, and protective cover, all materials, labor, equipment and expenses	1	L.S.		$18,300
9	Grundfos booster pump skid including pump and integrated pump control panel complete and in place, including connections, manifold piping, valves, fittings, gauges, sensors, all electrical conduit and wiring within the building envelope including all materials, labor, equipment and expenses	1	L.S.		$210,000
10	Diesel generator set, including concrete pad, automatic transfer switch, electrical panels, conduit and wiring; skid mounted diesel tank, including all materials, labor, equipment and expenses	1	L.S.		$65,000
11	250,000 gallon bolted steel water storage tank, including tank and foundation design, tank foundation excavation and preparation, compacted base material, overflow drain and underground piping, ladders, handrails, internal overflow, outlets and inlets, tank level scale, coatings, level controls, other miscellaneous components and features, and on-site installation. Price includes all materials, labor, equipment and expenses	1	L.S.		$275,000
12	Concrete tank foundation, including formwork, concrete, reinforcing steel, including all materials, labor, equipment and expenses	40	C.Y.		$60,000

13	1.5-inch diameter angular rock driveway and walk area covering, including all materials, labor, equipment and expenses	25	C.Y.	$200	$5,000
14	Landscape berm, including stockpiling and lightly compacting clean topsoil, planting trees and vegetation, hydroseeding disturbed areas and exposed soil, and providing and installing a complete drip irrigation system, complete and in place including all materials, labor, and equipment	1	L.S.		$60,000
15	Soils, concrete and materials testing services, including all materials, labor, equipment and expenses	1	L.S.		$5,000
SUBTOTAL – HORNITOS PROJECT SITE, Items 1-15					

*Award will be made to the lowest responsive Base Bid
(Hornitos and Red Cloud Project Sites).
Woodland Project Site is an alternative based on the availability of funds.

TOTAL BASE BID PRICE FOR RED CLOUD AND HORNITOS PROJECT SITES (sum of Project Sites A & B subtotals):

$ $2,156,056.00

Total Base Bid Price in Numbers (USD)

Two-million,one-hundred fifty-six thousand, fifty-six dollars

Total Base Bid Price in Written Form

Bid Alternative

C. WOODLAND PROJECT SITE					
ITEM	**DESCRIPTION**	**QTY.**	**UNITS**	**UNIT COST**	**TOTAL PRICE**
1	Mobilization and demobilization, including stormwater BMPs	1	L.S.		$80,000
2	Clearing, grubbing and tree removal; offhaul and dispose of at an approved, including all equipment, labor, and expenses	1	L.S.		$15,000

C. WOODLAND PROJECT SITE (continued)					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
3	Excavation and grading, complete and in place including all equipment, labor, import and/or offhaul material, disposal, and expenses	1	L.S.		$15,000
4	2" Sch. 80 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	50	L.F.	$40.00	$2,000
5	4" C900 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, A.C. pavement resurfacing, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	100	L.F.	$100	$10,000
6	8" C900 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	400	L.F.	$114	$45,600
7	Fire hydrant assemblies and 6" C900 PVC laterals, complete and in place including excavation, backfill, compaction, risers, boots, valve boxes, concrete thrust block, other fittings and materials including all labor, equipment and expenses	1	Ea.		$13,000
8	Wood-frame structure, complete and in place including concrete pad foundation, door, ventilation, building electrical (including service and breaker panels) heating and lighting, including all materials, hardware, all labor, equipment and expenses	1	L.S.		$14,400
9	Wellhead retrofit, including surface casing improvements, concrete sanitary seal, concrete pad, all pipe, plumbing, fittings, flowmeter, electrical improvements, heat trace, insulation, and protective cover, all materials, labor, equipment and expenses	1	L.S.		$18,000

C. WOODLAND PROJECT SITE (continued)					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
10	Provide rehabilitation of existing production well, including cleaning, new liner screen, gravel pack, and casing for minimum 6-inch diameter well including all materials, labor, and equipment as required to develop, clean, and test, including new pump, cable, and column pipe	600	L.F.	$169.00	$104,400
11	Provide well pump and motor, conduit, wires, cable, motor control center, all connections, labor, materials, equipment and expenses as necessary to provide an operable well pump	1	L.S.		$10,000
12	Wellhead abandonment, including all required permits and associated fees, excavation, concrete, cap and abandon including all materials, labor, equipment and expenses	1	L.S.		$10,000
13	Diesel generator set, including concrete pad, automatic transfer switch, electrical panels, conduit and wiring; skid mounted diesel tank, including all materials, labor, equipment and expenses	1	L.S.		$65,000
14	250,000 gallon bolted steel water storage tank, including tank and foundation design, tank foundation excavation and preparation, compacted base material, overflow drain and underground piping, ladders, handrails, internal overflow, outlets and inlets, tank level scale, coatings, level controls, other miscellaneous components and features, and on-site installation. Price includes all materials, labor, equipment and expenses	1	L.S.		$275,000
15	Concrete tank foundation, including formwork, concrete, reinforcing steel, including all materials, labor, equipment and expenses	55	C.Y.	$1,100	$60,500
16	1.5-inch diameter angular rock-covered driveway and walk area covering, including all materials, labor, equipment and expenses	20	C.Y.	$200	$4,000
17	Soils, concrete and materials testing services, including all materials, labor, equipment and expenses	1	L.S.		$5,000
SUBTOTAL – WOODLAND PROJECT SITE, Items 1-17					$743,900

TOTAL BID ALTERNATIVE PRICE FOR WOODLAND PROJECT SITE
(sum of Project Site C subtotal):

$ $743,900

Total Bid Alternative Price (not part of Base Bid) in Numbers (USD)

Seven-hundred forty-three and nine hundred dollars

Total Bid Alternative Price (not part of Base Bid) in Written Form

1. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to Owner, and agrees that its Proposal, if accepted by Owner, will be the basis for the Bidder to enter into a contract with Owner in accordance with the intent of the Contract Documents.

3. The undersigned has notified Owner in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for Owner before Bid date to verify the issuance of any clarifying Addenda.

4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

5. **The liquidated damages clause of the Agreement is hereby acknowledged.**

6. It is understood that Owner reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. The following documents are attached with this Bid Form and Proposal:

   - Bid Bond on Owner's form or other security
   - Registered Subcontractors List
   - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. 1, Dated 11/09/2023	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a 'A' General Engineering.

10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to perform the Work adequately and safely with respect to such hazards.

15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), Owner will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

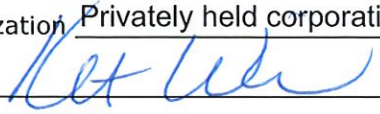
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to Owner that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 16th day of November 20 23

Name of Bidder Williams Excavation, Inc.

Type of Organization Privately held corporation

Signature 

Print Name Keith Williams

Title President

Address of Bidder 5177 Goins Way, Mariposa, CA 95338

Taxpayer's Identification No. of Bidder 87-3643392

Telephone Number (209) 769-5807

Fax Number _____

E-mail keithwilliamsexcavating@gmail.com Web page _____

Contractor's License No(s): No.: 435145 Class: A/Hazmat Expiration Date: 03/31/2024

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1001077084

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Williams Excavation Inc., as Principal ("Principal"),

and American Contractor's Indemnity Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the County of Mariposa ("Owner") of Mariposa County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid, in the sum of

Ten Percent of Amount Bid ---------- Dollars ($ 10% of Amount Bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to Owner for all Work specifically described in the accompanying bid for the following project: Natural Disaster Water Storage Mitigation Project ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the Owner's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If Owner awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 14th day of November, 2023.

Williams Excavation Inc.
Principal

By

American Contractor's Indemnity Company
Surety

By Teresa R. Liles, Attorney-in-Fact

Leap/Carpenter;/Kemps Insurance Agency
Name of California Agent of Surety

3187 Collins Drive, Merced, CA 95348
Address of California Agent of Surety

209-384-0727
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Michael D. Kemps, Michael J. Carpenter, Ruth B. Halstead,
Sherry L. Yorks, or Teresa R. Liles ,

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (***$5,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14th day of November, 2023.

Corporate Seals
Bond No. N/A

Agency No. 2426 - PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

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 Merced)

On November 14, 2023 before me, Yolanda R. Ochoa, Notary Public
(insert name and title of the officer)

personally appeared Teresa R. Liles,
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.

YOLANDA R. OCHOA
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2321452
MERCED COUNTY
My Comm. Exp. February 14, 2024

Signature Yolanda R. Ochoa (Seal)

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)
To Be Executed By Bidder And Submitted With Bid

To the CITY / COUNTY of Mariposa

DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Date: 11/16/2023

Proper Name of Bidder: Williams Excavation, Inc.

Signature:

Print Name: Keith Williams

Title: President

END OF DOCUMENT

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) -Part 1

To Be Executed By Bidder And Submitted With Bid

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: FEMA-4382-DR-CA J22407-22A

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME: Superior Tank City, State: Bakersfield, CA	A-13, B-11 Tanks and i nstallation	$450,000	100	472119 1000001847	Y	VON: 3J200005	< $1 million < $5 million X < $10 million < $15 million Age of Firm in years
NAME: Streetwerks Ltd. City, State: Merced, CA	4,5,6, 15,16 Materials and delivery	$20,200	50	N/A 1000894816	Y	50830	X < $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: Amerine Systems, Inc. City, State: Oakdale, CA	A-1, A-11, A-12 B-1, B-9, B-10 C-1, C-11, C-13	$572,900	100	493203 1000005707	N		< $1 million < $5 million X < $10 million < $15 million Age of Firm in years
NAME: Yosemite Falls, Inc. City, State: Mariposa, CA	A-9, A-10, B-8	$175,296	100	10000029791	N		< $1 million X < $5 million < $10 million < $15 million Age of Firm in years
NAME: Sierra Masonry City, State: Mariposa, CA	A-14, B-12	$120,000	100	971153 10000577163	N		X < $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME: City, State:							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) -Part 2

To Be Executed By Bidder And Submitted With Bid

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: FEMA-4382-DR-CA J22407-22A

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME Rob Hambleton Electric City, State Mariposa, CA	A-1,A-9, A-11 A-12, A-13, B-1, B-7, B-8, B-9	$217,626	100	879557 1000985632	N		X < $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr.
Merced CA 95348

CONTACT NAME: Angelica Virelas
PHONE (A/C, No, Ext): 209-386-5055 **FAX (A/C, No):** 209-385-6109
E-MAIL ADDRESS: avirelas@lckinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Insurance Co.	42307
INSURER B : Greenwich Ins Co	22322
INSURER C : Insurance Co. of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KEITH-6
Williams Excavation, Inc.
5152 Goins Way
Mariposa CA 95338

COVERAGES **CERTIFICATE NUMBER:** 1393794323 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	NGL100478902	6/11/2023	6/11/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			NBA100479002	6/11/2023	6/11/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			NEC600651502	6/11/2023	6/11/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WSA506102602	6/11/2023	6/11/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Liability			SF23ECPU00246NC	4/21/2023	4/21/2025	Each Occurrence	1,000,000
							Aggregate	1,000,000
							Deductible	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured per written agreement.

CERTIFICATE HOLDER

Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
To Be Executed By Bidder And Submitted With Bid

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

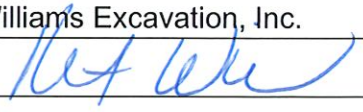
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Date: 11/16/2023

Proper Name of Bidder: Williams Excavation, Inc.

Signature: 

Print Name: Keith Williams

Title: President

END OF DOCUMENT

"General Decision Number: CA20230018 11/17/2023

Superseded General Decision Number: CA20220018

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)(2)-(60).

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 $16.20 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 2023.
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 $12.15 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 2023.

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	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023
10	04/14/2023
11	04/21/2023
12	06/02/2023
13	06/09/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	08/25/2023
21	09/01/2023
22	09/08/2023
23	09/22/2023
24	09/29/2023
25	10/06/2023
26	10/20/2023
27	11/03/2023
28	11/17/2023

ASBE0016-004 01/01/2021

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	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 02/01/2023

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	$ 80.91	23.82
Area 2	$ 62.26	23.82

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 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-011 04/01/2022

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	$ 33.86	17.54
Area 2	$ 30.90	17.67
Area 3	$ 29.89	16.80
Tile Layer		
Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40
Area 3	$ 45.76	19.92

CARP0022-001 07/01/2023

San Francisco 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

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

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

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 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, 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 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.43	3%+23.15
Technician	$ 55.69	3%+23.15

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 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 88.25	3%+42.315

ELEC0100-002 09/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 44.50	28.09

ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80
Technician	$ 47.80	24.08

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). 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 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 60.91	29.43
Zone B	$ 67.00	29.61

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 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 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

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 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 95.65	44.42
ELECTRICIAN	$ 83.17	44.045

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 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.435
Technician	$ 58.86	25.666

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 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 80.73	3%+42.87
ELECTRICIAN	$ 70.20	3%+42.87

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work	$ 46.67	7.75%+25.88
(2) All other work	$ 44.45	7.75%+25.88

ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+23.90
Technician	$ 58.86	3%+23.90

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 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+23.90
Technician	$ 47.01	3%+23.90

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 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	45.88

ELEC0617-003 11/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	26.10
Technician	$ 58.86	26.33

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 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	25.13
Technician	$ 47.01	25.31

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 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(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 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+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
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
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 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 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

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:
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 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch		

Operator	$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 48.57	37.55
AREA 2:		
(1) Leverman	$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 50.57	37.55

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
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:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

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

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
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 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 49.88	34.30

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

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 50.38	34.30

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 01/01/2023

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 46.20	34.30

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

LABO0067-006 06/26/2023

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	$ 36.50	28.34
Area 2	$ 35.50	28.34

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.

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* 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.

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* 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 spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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* 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

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.

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"".

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)

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* 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.

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* 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 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

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* 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

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 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 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)

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* 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.

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* 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.

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* 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); 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

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* LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

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* 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; 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 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

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)

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* 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; 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 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

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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* LABO0270-011 07/01/2023

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.

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* LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 36.29	25.55

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* 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

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

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* 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
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 (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.

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

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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* 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.

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* 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.

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* 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.

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

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* LABO0304-004 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:)		
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 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 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)

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* 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.

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* 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.

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* 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

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

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* 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
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 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 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"".

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.

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* 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.

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* 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.

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* 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 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

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* LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

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* 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 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 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 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)

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* 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.

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* 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 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 47.42	27.28

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]

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 07/01/2023

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 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 55.25	32.63

PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes

PAINTER
Brush.....$ 38.23 22.05

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 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 51.04	27.28

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 55.77	32.45

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 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.15	33.72

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 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

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 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	$ 82.00	48.18

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	$ 69.70	33.15

PLUM0062-001 07/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 51.00	40.10

PLUM0159-001 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	$ 63.33	46.64
(2) All other work.....	$ 62.12	45.24

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 46.95	38.59

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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 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 07/01/2022

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	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 51.90	35.64

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 73.10	38.61

ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 41.31	15.31

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 08/01/2023

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 52.43	22.19

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 46.73	21.36

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 08/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 75.09	37.95

SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.25

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
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 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 36.95	31.14
GROUP 2.....	$ 37.25	31.14
GROUP 3.....	$ 37.55	31.14
GROUP 4.....	$ 37.90	31.14
GROUP 5.....	$ 38.25	31.14

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 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 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

To Be Executed By Bidder And Submitted With Bid

The bidder Williams Excavation, Inc., proposed subcontractor See listed subcontractors, hereby certifies that he has ___, has not X, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Date: 11/16/2023

Proper Name of Bidder: Williams Excavation, Inc.

Signature:

Print Name: Keith Williams

Title: President

END OF DOCUMENT

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

To Be Executed By Bidder And Submitted With Bid

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) 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.

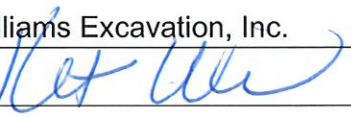
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Date: 11/16/2023

Proper Name of Bidder: Williams Excavation, Inc.

Signature: 

Print Name: Keith Williams

Title: President

END OF DOCUMENT

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352
To Be Executed By Bidder And Submitted With Bid

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

DBE Journal

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 covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to 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. Attach a continuation sheet for additional information if the space on the form is inadequate. 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 follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization 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 identification 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 commitments 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 entity engaged by the reporting entity identified in item 4 to influenced 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Exhibit 15-G: Construction Contract DBE Commitment

To Be Executed By Bidder And Submitted With Bid

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: Mariposa County Public Works 2. Contract DBE Goal: 10%
3. Project Description: Mariposa County Natural Disaster Water Storage Mitigation Project
4. Project Location: Mariposa County, California
5. Bidder's Name: Williams Excavation, Inc. 6. Prime Certified DBE: ☐ 7. Bid Amount: $2,156,056.00
8. Total Dollar Amount for ALL Subcontractors: $1,338,396.00 9. Total Number of ALL Subcontractors: 5

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount
A-13, B-11	Labor, materials and equipment for tanks	221310	VON: 3J200005	Lewis Marquez, Supervisor (661) 392-0188	$450,000
4,5,6, 15, 16	Materials for backfill, bedding and gravel	212319	50830	Chris Smith, owner (209) 658-5262	$20,200.00

Local Agency to Complete this Section upon Execution of Award	
22. Local Agency Contract Number:	
23. Federal-Aid Project Number:	
24. Bid Opening Date:	
25. Contract Award Date:	
26. Award Amount:	

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

16. TOTAL CLAIMED DBE PARTICIPATION	$470,200.00 $ 0.00
	22% 0.00 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date: 11/16/2023
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name: Jill Williams	20. Phone: (209) 617-1367
31. Local Agency Representative's Title		21. Preparer's Title: Administrative Asst.	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date November 22, 2023 PE/CE

Federal-aid Project No(s). FEMA-4382-DR-CA, Project #PJ0111, FIPS #043-00000, Supplement #57 Bid Opening Date November 16, 2023 CON

J22407-22A

The County of Mariposa established a Disadvantaged Business Enterprise (DBE) goal of 10 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
DBE Journal (dbejournal.com)	November 10-15, 2023
Focus Journal (DBEgoodfaith.com)	November 10-15, 2023
X Post (Twitter)	November 8, 2023
Construction Bid Source (construction bidsource.com	November 8-15, 2023

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Superior Tank	October 24, 2023	Numerous phone calls and emails (10/24-11/16)
Streetwerks Ltd.	Nov 1, 2023	Emails, phone calls (11/4-16)
Sam's Equipment and Supplies	November 3, 2023	Email inquiry
Alert-o-lite	November 3, 2023	Phone calls to Josh Starkey 11/4-10

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
Materials	Y	Aggregate and delivery	.01%	0.00%
Signage/Safety	Y	Signs and sign boards	N/A	0.00%
Tanks	N	Tanks and installation	21%	0.00%
				0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Alert-o-lite, 2436 Foundry Park, Fresno, CA 93706 (559) 486-4570 - After further examination of the project it

Names, addresses and phone numbers of firms selected for the work above:

Streetwerks Ltd., 4056 Bailey Avenue, Merced, CA 95341 (209) 658-5262

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Link to project plans and specifications sent by email to prospective subcontract bidders
https://onedrive.live.com/?authkey=%21APjiBqZ4Df9wA%2D0&id=8FFDBB565F01FAB%21118856&cid=08FFDBB565F01FAB

Link also provided in all publications used to advertise

PDF copy of Addendum 1 provided by email to prospective subcontract bidders

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

All interested DBEs showed the ability to provide all of the necessary items, materials and services.

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization Method/Date of Contact
Results

N/A

H. Any additional data to support a demonstration of good faith efforts:

Proof sheets from advertistements, phone call logs and emails to solicited subcontractors are available within five days of the bid opening.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-20

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Don Fowler Construction for Probation Window Replacement in the Amount of $119,600; and Authorize the Board Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Don Fowler Construction for Probation Window Replacement in the Amount of $119,600; and Authorize the Board Supervisors Chair to Sign the Agreement.

On November 30, 2023, the County of Mariposa received two bids for the Window Replacement:

1. Don Fowler Construction $119,600
2. Pro-Ex Construction, Inc. $171,000

Don Fowler Construction is deemed responsible and the bid responsive. The project consists of all labor, materials, equipment, and services necessary to fully tear out and replace 28 windows, including trim and priming. Custom wooden frames are necessary to match the existing styles of these historic homes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Project consists of two locations, 5089 Bullion St. and 5091 Bullion St., both historical homes. These two buildings are in need of repair, and new windows are required to be installed before replacing the siding.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve an the building will continue to deteriorate and cause even further damaged to the structure.

FINANCIAL IMPACT

Construction costs are funded by ARPA.

ATTACHMENTS

1. Fowler Construction_Agreement_Probation Windows

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this ____ day of January, 2024, by and between Don Fowler Construction ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of one hundred nine-teen thousand six hundred Dollars (119,600) ("Contract Price"), the following services ("Services" or "Work"):

   Probation Window Replacement

   The project consists of all labor, materials, equipment, and services necessary for window replacement on two (2) buildings at Probation.

2. Contractor shall perform the Work at Probation ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within One hundred twenty (120) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	____ Lead-Product(s) Certification
____ Instructions to Bidders	____ Roofing Project Certification
_X_ Bid Form and Proposal	____ Registered Subcontractor List
_X_ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	
____ Iran Contracting Act Certification	_X_ Performance Bond
____ Designated Subcontractors List	_X_ Payment Bond
____ Notice to Proceed	____ Specifications
_X_ Prevailing Wage Certification	____ Plans
_X_ Workers' Compensation Certification	____ Special Conditions
	___ Exhibit "A" ("Scope of Work")
____ Drug-Free Workplace Certification	____ Federal Debarment Certification
____ Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
	____ _____ [Other]
____ Asbestos & Other Hazardous Materials Certification	

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-5356
cgonzales@mariposacounty.org

Contractor

Name: Don Fowler Construction
ATTN: Donald N. Fowler
P.O. Box 410,
Prather, CA 93651
(559) 977-8290
fowlerconstruction76@gmail.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

_____

Miles Menetrey, Chair
Board of Supervisors

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steve W. Dahlem
County Counsel

Dated: 12/12/, 2023

Contractor: Don Fowler Construction

Signature: _____

Print Name: Donald N. Fowler

Print Title: Owner

License No.: 324865

Registration No.: 1000452599

Address: P.O. Box 410, Prather, California 93651

Telephone: (559) 977-8290

Facsimile:

E-Mail: fowlerconstruction76@gmail.com

Information regarding Contractor:

Type of Business Entity:
__X__ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

94-2413992
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Owner.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1–5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, 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 Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 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, the 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.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(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.

(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 the 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 the 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.

(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, the 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 the 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, the contractor shall notify the subcontractor in writing as to whether the 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.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

BID FORM AND PROPOSAL

To: Governing Board of the County of Mariposa ("Owner")

From: Don Fowler Construction
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications ("Work") for the following project known as:

Probation Window Replacement Project

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One hundred nineteen thousand Six hundred dollars $ 119,600

SCHEDULES A-B

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs for Unit Prices.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and Owner may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

***These two buildings are historic homes. Windows are full tear-out wood replacement double-glazed low e2 w/ argon including trim and paint.**

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
Schedule A. 5089 Bullion Street Window Replacement					
1	Double Hung RO 43 ¼" X 60 5/8"	EA	4	3900	15,600
2	6 Light Fixed RO 33 7/8" X 57 7/8"	EA	2	4500	9.000
3	Double Hung (6 o/ 6) RO 43 ¼" X 60 5/8"	EA	1	7100	7.100
4	Casement (Frosted) RO 20 ¼" X 29 5/8"	EA	1	2900	2,900
5	Double Hung RO 30 7/8" X 68 7/8"	EA	4	3800	15,200
6	Shutter (Open Out) RO 35 5/8" X 21 ¾"	EA	2	4300	8600
7	Built-up Assembly RO 78 ½" X 60 ½" 6 Light Casement – Cottage Style (1/3 Over 2/3 Fixed) – 6 Light Casement	EA	1	8,700	8700
8	9 Light Fixed RO 49 ½" X 58"	EA	1	4,600	4,600
Schedule B. 5091 Bullion Street Window Replacement					
9	Double Hung RO 36 5/8" X 35 ¾"	EA	4	3500	14,000
10	Double Hung RO 24 5/8" X 68 ¾"	EA	3	3900	11,700
11	Double Hung (2 /o 2) RO 28 ¼" X 68 ¾"	EA	3	4600	13800
12	Double Hung RO 30 5/8" X 68 ¾"	EA	2	4200	8400

Additional Detail Regarding Calculation of Base Bid

Bid Alternate (NOT to be included in Calculation of Base Bid)

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (**NOT** Included in Base Bid)
Schedule C. 5089 Bullion Street Door Replacement					
13	10 Light Front Door	EA	1	4100	4100
14	6 Panel Rear Door	EA	1	3100	3100
15	10 Light Side Door	EA	1	4100	4100
Schedule D. 5091 Bullion Street Door Replacement					
16	½ Glass over 3 Panel (1 Horizontal over 2 vertical) Front Door with 2 Light Transom	EA	1	5400	5400
17	½ Glass over 2 Vertical Panel Side Door with Transom	EA	1	4800	4800
18	1/3 Glass over 3 Horizontal Panel Side Door	EA	1	5200	5200
19	Solid Rear Door	EA	1	3600	3600

no hardware specified or included in this quote DJ

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to Owner, and agrees that its Proposal, if accepted by Owner, will be the basis for the Bidder to enter into a contract with Owner in accordance with the intent of the Contract Documents.

3. The undersigned has notified Owner in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for Owner before Bid date to verify the issuance of any clarifying Addenda.

4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

5. **The liquidated damages clause of the Agreement is hereby acknowledged.**

6. It is understood that Owner reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. The following documents are attached with this Bid Form and Proposal:

   - Bid Bond on Owner's form or other security
   - Registered Subcontractors List
   - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____ None Noted	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a 'A' General Engineering.

10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state, or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to perform the Work adequately and safely with respect to such hazards.

15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), Owner will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to Owner that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 29th day of November 2023

Name of Bidder Don Fowler Construction

Type of Organization General Contractor

Signature _____

Print Name Donald N Fowler

Title Owner

Address of Bidder P.O Box 410 Prather CA 93651

Taxpayer's Identification No. of Bidder 94-2413992

Telephone Number 559-977-8290

Fax Number _____

E-mail fowlerconstruction76@gmail.com Web page _____

Contractor's License No(s): No.: 324865 Class: B-1 Expiration Date: 1/31/24

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000452599

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Don Fowler Construction, as Principal ("Principal"),

and Old Republic Surety, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the County of Mariposa ("Owner") of Mariposa County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

10% of the amount of bid Dollars ($)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to Owner for all Work specifically described in the accompanying bid for the following project:

Probation Window Replacement Project ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the Owner's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If Owner awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 17th day of November, 20 23.

Principal

Donald N Fowler

By

Justin Vinzant

Surety

Justin Vinzant

By

Jeanne Grasso

Name of California Agent of Surety

833 Mistletoe Ln Ste. 102 Redding, CA 96002

Address of California Agent of Surety

530-222-5400

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JEAN JOHNSON, TODD HOPKINS, BARBARA MICEK, KATIE JORGENSEN, ERIC KIRCHNER, LINDA NELSON, ANDREW LAHREN, ELLEN GOETTERTZ, JOSEPH LEITHER, JUSTIN VINZANT, OF SIOUX FALLS, SD

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of NOVEMBER, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 30TH day of NOVEMBER, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-8000

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 17th day of November, 2023.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

PLEASE INSERT IN THE POWER-OF-ATTORNEY SECTION OF YOUR BOND KIT

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF _____)
) SS
COUNTY OF_____)

On the _____ day of _____ _____, before me, a Notary Public within and for said county, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that executed the same as free act and deed.

_____

Notary Public _____County_____

(Notarial Seal)

My Commission Expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF_____)

On the _____ day of _____, _____, before me, personally appeared _____to me known, who being by me duly sworn, did depose and say that resides in _____, that is the _____ President of the _____ the corporation described in and which executed the foregoing instrument; that knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that signed name thereto by like order.

_____

Notary Public _____County_____

(Notarial Seal)

My Commission Expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF South Dakota)
) SS
COUNTY OF Lincoln)

On this 17th day of November, 2023, before me appeared Justin Vilzant to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Old Republic Surety Company a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Todd Hopkins
NOTARY PUBLIC
SOUTH DAKOTA
(Notarial Seal)

_____

Notary Public Todd Hopkins County Lincoln

My Commission Expires March 5, 2026

SSC 2757 (4/93)

Nº 5410

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Old Republic Surety Company

of Brookfield, Wisconsin *, organized under the laws of* Wisconsin *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 14th *day of* December, 19 90, *I have hereunto set my hand and caused my official seal to be affixed this* 14th *day of* December, 19 90.

INSURANCE COMMISSIONER · STATE OF CALIFORNIA ·

ROXANI M. GILLESPIE
Insurance Commissioner

By VICTORIA S. SIDBURY
Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: None Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the owner of Don Fowler Const., 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 29 Nov 2023 [date], at Prather [city], CA [state].

Date: 29 Nov 2023

Proper Name of Bidder: Don Fowler Construction

Signature:

Print Name: Donald N Fowler

Title: owner

END OF DOCUMENT

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: Probation Window Replacement Project between County of Mariposa ("Owner") and Don Fowler Construction ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 11/29

Proper Name of Contractor: Don Fowler Construction

Signature:

Print Name: Donald N Fowler

Title: owner

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Probation Window Replacement Project between County of Mariposa ("Owner") and Don Fowler Construction ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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.

Date: 4/29/23

Proper Name of Contractor: Don Fowler Construction

Signature: [signature]

Print Name: Donald N Fowler

Title: owner

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

GFB7459773

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the **County of Mariposa** ("County") and Don Fowler Construction ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Probation Window Replacement Project

("Project") which Agreement dated December 7, 2023, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, the Principal and Old Republic Surety Company ("Surety") are held and firmly bound unto the Board of County in the penal sum of

One Hundred Nineteen Thousand Dollars

Dollars ($ 119,000), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to County all damages County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless County, its board members, officers, employees, and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if County declares the Principal to be in default and notifies Surety of Owner's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit County's rights or the Contractor or Surety's obligations under the Agreement, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 12th day of December, 2023

(Affix Corporate Seal)

Principal

Donald N Fowler owner

By

Justin Vinzant

Surety

Justin Vinzant - Attorney In Fact

By

McFarland Insurance Services Inc

Name of California Agent of Surety

833 Mistletoe Lane Suite 102, Redding, CA 96002

Address of California Agent of Surety

530-222-5400

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOSEPH LEITHER, JUSTIN VINZANT, OF SIOUX FALLS, SD

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depositary bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of APRIL, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

SEAL

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 18TH day of APRIL, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-8000

Signed and sealed at the City of Brookfield, WI this _____ day of _____, _____.

SEAL

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

№ 5410

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Old Republic Surety Company

of Brookfield, Wisconsin *, organized under the laws of* Wisconsin *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 14th *day of* December, 19 90, *I have hereunto set my hand and caused my official seal to be affixed this* 14th *day of* December, 19 90.

ROXANI M. GILLESPIE
Insurance Commissioner

By VICTORIA S. SIDBURY
Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CFB7450773

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor MUST use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the **County of Mariposa** (or "Owner") and Dan Fowler Construction ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Probation Window Replacement Project

("Project") which Agreement dated December 7, 2023, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the Work, to file a good and sufficient bond with the body by which the Agreement is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Old Republic Surety Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Hundred Nineteen Thousand Dollars Dollars ($119,000), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOSEPH LEITHER, JUSTIN VINZANT, OF SIOUX FALLS, SD

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of APRIL, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

SEAL

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 18TH day of APRIL, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation

Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-8000

Signed and sealed at the City of Brookfield, WI this _____ day of _____

Karen J. Haffner
Assistant Secretary

SEAL

OLD REPUBLIC SURETY COMPANY

POAORS 102020

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 12th day of December, 2023.

(Affix Corporate Seal)

Principal

Owner - Don Fowler Const

By

Surety

Justin Vinzant - Attorney In Fact

By

McFarland Insurance Services Inc.

Name of California Agent of Surety

833 Mistletoe Land Suite 102, Redding, CA 96002

Address of California Agent of Surety

530-222-5400

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

№ 5410

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Old Republic Surety Company

of Brookfield, Wisconsin *, organized under the laws of* Wisconsin *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 14th *day of* December, 19 90, *I have hereunto set my hand and caused my official seal to be affixed this* 14th *day of* December, 19 90.

INSURANCE COMMISSIONER · STATE OF CALIFORNIA ·

ROXANI M. GILLESPIE
Insurance Commissioner

By VICTORIA S. SIDBURY
Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Form CE-3

83 84561

PLEASE INSERT IN THE POWER-OF-ATTORNEY SECTION OF YOUR BOND KIT

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF _____)
) SS
COUNTY OF _____)

On the _____ day of _____ _____, before me, a Notary Public within and for said county, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that executed the same as free act and deed.

_____

Notary Public _____ County _____

(Notarial Seal)

My Commission Expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On the _____ day of _____, _____, before me, personally appeared _____ to me known, who being by me duly sworn, did depose and say that resides in _____, that is the _____ President of the _____ the corporation described in and which executed the foregoing instrument; that knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that signed name thereto by like order.

_____

Notary Public _____ County _____

(Notarial Seal)

My Commission Expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF South Dakota)
) SS
COUNTY OF Lincoln)

On this 12th day of December, 2023, before me appeared Justin Vinzant to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Todd Hopkins
NOTARY PUBLIC
SEAL SOUTH DAKOTA SEAL

_____

Notary Public Todd Hopkins County Lincoln

My Commission Expires March 5, 2026

SSC 2757 (4/93)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 530-222-5400 530-222-2324 McFarland Commercial Insurance Services 833 Mistletoe Lane Suite 102 Redding, CA 96002	CONTACT NAME: McFarland Commercial Insurance Services PHONE (A/C, No, Ext): 530-222-5400 FAX (A/C, No): 530-222-2324 E-MAIL ADDRESS: michelle@mccis.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Kinsale Insurance Company — 38920
INSURED Don Fowler Construction PO Box 410 Prather, CA 93651	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	☑		0100177015-1	01/27/2023	01/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Probation Window Replacement at 5089 & 5091 Bullion Street, Mariposa CA 95338.

The County of mariposa is named Additional Insured per attached Endorsement.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE David McFarland

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

Attached To and Forming Part of Policy 0100177015-1	*Effective Date of Endorsement* 01/27/2023 12:01AM at the Named Insured address shown on the Declarations	*Named Insured* Don Fowler Construction
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Name of Additional Insured Person(s) or Organization(s)	**Location(s) of Covered Operations**
Blanket, as required by written contract, executed prior to the start of work on the project.	Locations as required and specified by written contract, executed prior to the start of work on the project.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2018

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

© Insurance Services Office, Inc., 2018

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Donald Fowler
Pie Insurance Services 1755 Blake Street 5th Floor Denver, CO 80202 00001	PHONE (A/C, No, Ext): (559) 977-8290 FAX (A/C, No): Email Address: DONFOWLER1950@GMAIL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SIRIUSPOINT AMERICA INSURANCE COMPANY	38776
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Fowler, Don (INDV)
29369 Auberry Rd.
Suite 201
Prather, CA 93651

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED. EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE	$
	☐ OTHER						PRODUCTS - COMP/OP AGG.	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC6184-04	1/30/2023	1/30/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EACH EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE

CERTIFICATE HOLDER

DON FOWLER CONSTRUCTION
29369 AUBERRY RD STE 201
PRATHER, CA 93651-9784

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DECEMBER 20, 2023

AUTO POLICY STATUS

FOWLER, DON N
PO BOX 410
PRATHER CA 93651-0410

B PHONE: (559) 855-8239
MUTL 627 1036-A05-55A
DRG: 23 GRG: 20 LRG:07
ZIP: 93602
18 FORD F150
CLASS: 003HCV1L
PICKUP
ACC FREE: JUL-05-23
VIN: 1FTEW1EG5JKE79909
BIRTH: AUG-06-50

STATUS:SFPP DUE DATE: TERM DATE: TOT PREM: 558.84
AMT DUE:SFPP OXD:JUL-05-23 COV DATE:JUL-17-23 PREV PREM: 550.37

A	1MM /1MM /1MM	236.17
D100		91.30
G500		189.75
U	100 /300	39.24
U1		2.38

SFPP ACCT: 1012-9935-12
AMT PAID: SFPP DATE PAID: SFPP
YLR 57, CDR SR , MCD, LD 6, CGDD, ANN MLG
12000 (EAM), MLD 21% HOMEOWNERS, VEH USE-PWS,
TOTAL DISCOUNT: $2151.12.

FOWLER,DON N 2018 FORD F150 627 1036-A05-55A
EXCEP. & END: RESIDENCE - 41524 ACORN RD, AUBERRY, CA 936029746.

DRVR	DT OF LIC	MC LIC DT	RL NXT RL-DT	ACC/CONV DATE INFO
DON	08/06/1966		SR	A 06/15/16 A 09/23/90

RP POL: 6271036-55
POLICY FORM: 9805B

COV. S & Z NAMES S AMT Z

"General Decision Number: CA20230018 11/03/2023

Superseded General Decision Number: CA20220018

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)(2)-(60).

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 $16.20 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 2023.
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 $12.15 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 2023.

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	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023
10	04/14/2023
11	04/21/2023
12	06/02/2023
13	06/09/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	08/25/2023
21	09/01/2023
22	09/08/2023
23	09/22/2023
24	09/29/2023
25	10/06/2023
26	10/20/2023
27	11/03/2023

ASBE0016-004 01/01/2021

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	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 02/01/2023

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	$ 80.91	23.82
Area 2	$ 62.26	23.82

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 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-011 04/01/2022

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	$ 33.86	17.54
Area 2	$ 30.90	17.67
Area 3	$ 29.89	16.80
Tile Layer		
Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40
Area 3	$ 45.76	19.92

CARP0022-001 07/01/2023

San Francisco 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

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

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

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

	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

	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, 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 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.43	3%+23.15
Technician	$ 55.69	3%+23.15

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 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 88.25	3%+42.315

ELEC0100-002 09/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 44.50	28.09

ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80
Technician	$ 47.80	24.08

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). 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 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 60.91	29.43
Zone B	$ 67.00	29.61

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 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 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

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 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 95.65	44.42
ELECTRICIAN	$ 83.17	44.045

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 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.435
Technician	$ 58.86	25.666

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 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 80.73	3%+42.87
ELECTRICIAN	$ 70.20	3%+42.87

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work	$ 46.67	7.75%+25.88
(2) All other work	$ 44.45	7.75%+25.88

ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+23.90
Technician	$ 58.86	3%+23.90

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 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+23.90
Technician	$ 47.01	3%+23.90

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 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	45.88

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* ELEC0617-003 11/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	26.10
Technician	$ 58.86	26.33

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 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

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* ELEC0684-004 12/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	25.13
Technician	$ 47.01	25.31

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 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(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 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+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
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		
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 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 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

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:
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 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 51.87	37.55

(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 48.57 37.55
AREA 2:
(1) Leverman.....$ 59.95 37.55
(2) Dredge Dozer; Heavy
duty repairman.....$ 54.99 37.55
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 53.87 37.55
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 50.57 37.55

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
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:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

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

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
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 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 49.88	34.30

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

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 50.38	34.30

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 01/01/2023

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 46.20	34.30

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

LABO0067-006 06/26/2023

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	$ 36.50	28.34
Area 2	$ 35.50	28.34

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 06/27/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 35.01	25.49
Traffic Control Person I	$ 35.31	25.49
Traffic Control Person II	$ 32.81	25.49

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 07/01/2022

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

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 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

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 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 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 07/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 34.48	26.21
Traffic Control Person I....	$ 34.78	26.21
Traffic Control Person II...	$ 32.28	26.21

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 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

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 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 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 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 36.05	27.12

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 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 06/28/2021

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	$ 34.48	26.21
Area B	$ 33.48	26.21
Traffic Control Person I		
Area A	$ 34.78	26.21
Area B	$ 33.78	26.21
Traffic Control Person II		
Area A	$ 32.28	26.21
Area B	$ 31.28	26.21

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

LABO0270-005 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 30.40	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		

(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

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 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 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)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		

GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

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

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

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 07/01/2022

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.23	29.59

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2022

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 35.29	25.21

LABO0294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 33.48	26.21
Traffic Control Person I....	$ 33.78	26.21
Traffic Control Person II...	$ 31.28	26.21

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

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 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20

GROUP 2.....$ 29.64 23.20
GROUP 3.....$ 29.54 23.20
GROUP 4.....$ 23.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 29.54 23.20
(2) Establishment Warranty
Period.....$ 23.23 23.20
LABORER (GUNITE - AREA B:)
GROUP 1.....$ 29.75 22.31
GROUP 2.....$ 29.25 22.31
GROUP 3.....$ 28.66 22.31
GROUP 4.....$ 28.54 22.31
LABORER (WRECKING - AREA B:)
GROUP 1.....$ 29.79 23.20
GROUP 2.....$ 29.64 23.20

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 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 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)

LABO0294-010 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

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.

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 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

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 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 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 07/01/2022

ALAMEDA COUNTY

	Rates	Fringes

Brick Tender.....$ 36.05 27.12

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 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

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 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 1-g	$ 30.99	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

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 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 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"".

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 07/01/2022

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 36.05	27.12

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 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

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 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

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

LABO1130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20

GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

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 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 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)

LABO1130-008 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2022

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	$ 47.42	27.28

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]

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 07/01/2023

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 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 55.25	32.63

PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes

PAINTER
Brush.....$ 38.23 22.05

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 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 51.04	27.28

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 55.77	32.45

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 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.15	33.72

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 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

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 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 82.00	48.18

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0062-001 07/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 51.00	40.10

PLUM0159-001 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 63.33	46.64
(2) All other work	$ 62.12	45.24

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 46.95	38.59

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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 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 07/01/2022

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	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes

PLUMBER & STEAMFITTER.....$ 51.90 35.64

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	$ 73.10	38.61

ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 41.31	15.31

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 08/01/2023

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 52.43	22.19

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 46.73	21.36

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 08/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 75.09	37.95

SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.25

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
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 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

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 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 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-21

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Task Order No. 5 with Mark Thomas for the Mariposa CMAQ Stair Replacement Project in the Amount of $305,910; Authorize the Board of Supervisors Chair to Sign the Task Order; and Approve Budget Action Increasing Revenue and Appropriations in the Capital Improvement Budget Receiving Unanticipated Revenue ($351,796) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 5 with Mark Thomas for the Mariposa CMAQ Stair Replacement Project in the Amount of $305,910; Authorize the Board of Supervisors Chair to Sign the Task Order; and Approve Budget Action Increasing Revenue and Appropriations in the Capital Improvement Budget Receiving Unanticipated Revenue ($351,796) (4/5ths Vote Required).

Prior to 2013, a set of stairs connected the Mariposa Creek Parkway to the park above the Best Western Hotel. The stairs are not proposed to be replaced in their prior location. They were located on the south side of the hotel and required pedestrians to navigate through a parking lot. Public Works is evaluating two potential locations:

1. North Side of the Best Western Hotel. There is a 'desire path,' an informal path created by repeatedly taking the most convenient route to the skate park at this location.
2. Stroming Parking Lot. Due to potential development along County Park Road, there may be an opportunity to connect the development's off-site improvements with stairs across the County's parking lot, resulting in a mutually beneficial project for both parties.

The future stairs will be built with concrete for durability and longevity. The design will need to include numerous retaining walls and landings/overlooks for people to rest while they travel to the park. Tasks include survey, geotechnical, and environmental permitting. Due to the project using federal dollars, a NEPA document must be prepared.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 12, 2023, the LTC adopted Resolution 2023-022 approving CMAQ programming for the project.

On February 21, 2023, the Board adopted Resolution 2023-98 approving an On Call Contract with Mark Thomas for Civil Engineering Service.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and an alternative A&E consultant would be required. Staff does not have the capacity to design the project in-house.

FINANCIAL IMPACT

There is no financial impact to the General Fund. The project is funded 100% by federal CMAQ funds. The County was permitted toll credits for the 11.47% local match.

ATTACHMENTS

1. **Mark Thomas - Task Order No. 5**
2. **Budget Action - CMAQ - Arts Park Stairs (A)**
3. **Mark Thomas - On Call Eng Services (24)**
4. **Mark Thomas Task Order No. 2**
5. **Mark Thomas Task Order No. 3**
6. **Mark Thomas Task Order No. 4**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Mark Thomas Task Order No. 5
Mariposa County Arts Park- Stairs

Date: _____

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa County ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare preliminary design reports for the Arts Park Stairs. Work includes Tasks 1-7: (1) Project Management/Coordination, (2) Surveys/Mapping, (3) Field Investigations/Geotechnical Research, (4) Utility Coordination, (5) Environmental Permitting, (6) Right of Way Acquisition, (7) Final Design (PS&E).

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $305,910.

Funding Source	5511-350-46151
Payment Schedule	Monthly
Notice to Proceed	The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisor

CONTRACTOR

_____
Ed Noriega
Mark Thomas

APPROVED AS TO FORM:

_____
Danielle Bondshu,
Clerk of the Board

_____
Steven W. Dahlem
County Counsel

SCOPE OF WORK

PART 1. DESIGN AND DEVELOPMENT TASKS

TASK 1. PROJECT MANAGEMENT/COORDINATION

Task 1.1. Project Development Team Meetings

Mark Thomas, with input from the County, will establish Project Development Team (PDT) meetings for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one project kick-off and four County PDT meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

Task 1.2. Client/Agency Coordination

This task will include ongoing general project coordination with the County and other applicable agencies. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

Task 1.3. Monthly Progress Reports

Mark Thomas will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Accompanying the spreadsheet will be a brief written summary. This scope assumes a total of 18 monthly progress reports.

Task 1.4. Quality Assurance/Quality Control

Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

TASK DELIVERABLES

- Agenda and Minutes for each PDT meeting (5 total)
- Monthly Project Summary (18 Total)

TASK 2. SURVEYS/MAPPING

Task 2.1. Data Gathering/Review

NorthStar Engineering Group, Inc. (NSE) will research existing horizontal and vertical control monuments in the vicinity of the project to be used for the basis of the project. NSE will perform research of relevant land and survey records at

the County to locate all necessary survey and land ownership records including parcel maps, subdivision maps, records of survey, corner records, and County surveys required to complete the field survey, and for analysis, determination, and delineation of the existing land net. Research will be limited to public information.

Task 2.2. Design Surveys

NorthStar Engineering Group, Inc. (NSE) will perform Topographic and Right-of-Way Surveys to provide design control and Right-of-Way Mapping for the Stairs Project from the Mariposa County Park Amphitheatre along the Best Western Parcel to the Mariposa Creek Parkway. We will set horizontal and vertical control points for project mapping in accordance with County horizontal and vertical control requirements.

All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California.

The horizontal datum will be based on the current record mapping and will be based on the nearest control. The vertical datum shall be based on the nearest existing Benchmark with a reference elevation based on the North American Vertical Datum of 1988 (NAVD88). Closed network bench loops will be run through the site control monuments.

NSE will perform field surveys to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. We will perform calculations for the right-of-way based on the found monumentation and lines of occupation located with the field survey.

NSE will perform detailed field surveys of the proposed stairway/walkway corridor, physical improvements, visible utilities, and drainage features as necessary for the project designs. Conventional surveys will be performed to supplement and to survey tie-in points to ensure an accurate design and smooth transitions for the surface improvements and conforms. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps.

The Topographic Survey mapping will include the following features needed to complete the design depicting existing visible improvements and utilities. The mapping will be prepared and delivered in an AutoCAD 2020 digital format. The design surveys include:

- Existing pavement and utilities located within the project limits
- Existing concrete walkways/aprons
- Existing ground elevations
- Drainage features, as necessary, within the project limits
- Physical improvements located within the project limits
- Visible utilities located within the project limits
- Wet utility inverts where accessible
- Lines of occupation including fences, structures, and apparent encroachments
- Trees (6" or larger)/Limits of tree clusters
- Utility paint marks painted by USA
- Structures.

The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. The CAD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.

Task 2.3. Boundary Retracement Surveys

NSE will perform an ownership boundary retracement survey. We will search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates for the property lines.

Task 2.4. Prepare Landnet/ Survey Control

NSE will prepare a land net map to depict the condition of existing property ownership boundaries, lines, and monuments. Effort entails completion of work activities required to analyze, determine, and delineate a single land net that encompasses the whole project. The land net map will be developed in a CADD drawing file and delineate existing property ownerships and monuments. This task does not include calculations or delineation of new parcels or ownership lines and does not include acquisition and review of preliminary title reports. Parcel lines will be shown as delineated on the County's assessor parcel maps or as shown on record subdivision maps, parcel maps, corner records, and record of survey maps.

TASK DELIVERABLES

- Digital Terrain Model and Land Net Drawing (AutoCad 2020) submitted through file transfer site

TASK 3. FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH

The project will include stair improvements along a slope with an approximately 50-foot elevation change and may require one or two Type 6A retaining walls. Caltrans standard Type 6A retaining walls are anticipated to range from 3 to 6 ft tall. To prepare a Geotechnical Design Report for the project, Crawford & Associates, Inc (Crawford) will complete the following scope of services.

Task 3.1. Site Reconnaissance, Project Preparation, Site Surveys and USA

- Meet with the design team to discuss the project design needs, goals, and schedule,
- Determine site access and mark our exploration locations for USA, and
- Coordinate the fieldwork.

Task 3.2. Subsurface Exploration

Crawford proposes to complete the following explorations:

- One boring to a depth of 20 ft (or until auger refusal) at the top of the proposed stairs.
- One boring to a depth of 10 to 20 ft (or until auger refusal) at the bottom of the proposed stairs.
- Two Wildcat DCP explorations, driven 10 to 20 ft (or until refusal) on the slope between the top and bottom of the proposed stairs.
- One to two hand augers to a maximum depth of 4 ft on the slope.
- Two hand augers to a depth of 2 ft at the at-grade sidewalk.

The drilling contractor will advance borings with a track mounted drill rig using 6 to 8-inch-diameter hollow or solid stem augers. At each boring location, our Engineer/Geologist will perform sampling and logging of the subsurface soils. The auger borings will be backfilled with neat cement grout, and capped with native soils to be returned to its previous condition.

Task 3.3. Laboratory Testing

Crawford will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory borings (as appropriate):

- Moisture Content and Unit Weight;
- Unconfined Compression and/or Direct Shear testing;
- Sieve Analysis and Plasticity Index;
- Expansion Index; and,
- Resistivity, pH, Sulfate Content, and Chloride Content.

Task 3.4. Engineering Analysis

Crawford will review available geotechnical, geologic, and seismic information for the site including Geologic Maps, Fault Maps, and Seismic Hazard Maps. We will perform engineering analysis and calculations to determine geotechnical design parameters and provide recommendations for:

- Bearing capacity, settlement, lateral earth pressures, and stability;
- Liquefaction potential and seismic settlement estimation within the upper 20 ft (if applicable); and,
- Site seismicity including procedures consistent with current CBC Seismic Design (no site specific required) or Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS).

Task 3.5. Draft and Final Reports

Crawford will prepare one Geotechnical Report for the proposed stairs and sidewalk that include the following (as applicable):

- Project description;
- Site geology and seismicity;
- Subsurface soil/rock and groundwater conditions;
- Laboratory testing;
- CBC Seismic Design values or ARS design curve;
- Geotechnical recommendations for grading including subgrade preparation, cut/fill considerations, overexcavation (if required), engineered fill, compaction, temporary slopes/shoring, etc;
- Geotechnical recommendations for the Caltrans standard retaining wall(s), including availability of bearing capacity and settlement using the standard loading, and minimum foundation depth;
- Minimum unreinforced flatwork recommendations;
- Construction considerations;
- Limitations;
- Site plan/Vicinity Map with exploration locations;
- Geologic Map;
- Fault Map; and,
- Boring and Wildcat DCP Logs.

Task 3.6. Plan and Specification Report

Crawford will provide consultations regarding geotechnical topics to the design team, as needed. We will also provide one review of the project plans and specifications (likely at 60% or 90%).

TASK DELIVERABLES

- Draft Geotechnical Design Report
- Final Geotechnical Design Report

TASK 4. UTILITY COORDINATION

Task 4.1. Utility Coordination

Mark Thomas will prepare and mail (on County letterhead) "A" and "B" Utility letters. Using USA North, a list of potential utility companies in the project vicinity will be prepared. Mark Thomas will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. It is anticipated that there will be no utility relocations associated with the project. If conflicting utilities are identified, Mark Thomas will inform the County and request additional services to coordinate the design and relocation of affected utilities.

TASK DELIVERABLES

- Utility A, B, and C Letters for County Signature

TASK 5. ENVIRONMENTAL PERMITTING

Task 5.1. Project Initiation

FCS will meet with Mark Thomas/County to confirm any initial data needs, discuss the project plans, coordinate critical path activities, and ensure that the proposed deliverable schedule is consistent with the overall project timeline. FCS will be prepared to discuss key issues of environmental concern related to the proposed project.

Task 5.2. Prepare Preliminary Environmental Study

NEPA Approach

Based on our understanding of the proposed improvements, FCS anticipates that the project could be exempt from NEPA (categorical exclusion) pursuant to 23 CFR § 771.117 - FHWA categorical exclusions, subsection (C) (3) and (4), as well as pursuant to the corresponding section under the 23 U.S. Code § 402 - Highway safety programs, subsection C, as shown below (underline added):

> **23 CFR § 771.117 - FHWA categorical exclusions.[1]**
>
> (c) The following actions meet the criteria for CEs in the CEQ regulations (40 CFR 1508.4) and paragraph (a) of this section and normally do not require any further NEPA approvals by the FHWA:
>
> (1) Activities that do not involve or lead directly to construction, such as planning and research activities; grants for training; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed; and Federal-aid system revisions that establish classes of highways on the Federal-aid highway system.
>
> (2) Approval of utility installations along or across a transportation facility.
>
> (3) Construction of bicycle and pedestrian lanes, paths, and facilities.

[1] Source: Cornell Law School Legal Information Institute, https://www.law.cornell.edu/cfr/text/23/771.117

(4) Activities included in the State's highway safety plan under 23 U.S.C. 402.

23 U.S. Code § 402 - Highway safety programs[2]

(a) Program Required.—

(1) In general.—

Each State shall have a highway safety program, approved by the Secretary, that is designed to reduce traffic accidents and the resulting deaths, injuries, and property damage.

(2) Uniform guidelines.—Programs required under paragraph (1) shall comply with uniform guidelines, promulgated by the Secretary and expressed in terms of performance criteria, that—

(A) include programs—

(i) to reduce injuries and deaths resulting from motor vehicles being driven in excess of posted speed limits;

(ii) to encourage the proper use of occupant protection devices (including the use of safety belts and child restraint systems) by occupants of motor vehicles;

(iii) to reduce injuries and deaths resulting from persons driving motor vehicles while impaired by alcohol or a controlled substance;

(iv) to prevent accidents and reduce injuries and deaths resulting from accidents involving motor vehicles and motorcycles;

(v) to reduce injuries and deaths resulting from accidents involving school buses;

(vi) to reduce accidents resulting from unsafe driving behavior (including aggressive or fatigued driving and distracted driving arising from the use of electronic devices in vehicles);

(vii) to improve law enforcement services in motor vehicle accident prevention, traffic supervision, and post-accident procedures; and

(viii) to increase driver awareness of commercial motor vehicles to prevent crashes and reduce injuries and fatalities;

(B) improve driver performance, including—

(i) driver education;

(ii) driver testing to determine proficiency to operate motor vehicles; and

(iii) driver examinations (physical, mental, and driver licensing);

(C) improve pedestrian performance and bicycle safety;

FCS will complete a preliminary environmental study (PES) form pursuant to the Caltrans Local Assistance Procedure Manual (LAPM). The PES will be provided to the City for review and submittal to Caltrans District 6 Office of Local Assistance. The information in the PES form will be based on preliminary research prepared for the project and publicly available databases and sources. Exhibits will be prepared to support the information presented in the PES. This analysis will require the following tasks.

Task 5.2.1. Cultural Resources Preliminary Study

FCS will assess the potential for existing and undiscovered cultural resources at the project site, the results of which will be compiled directly into the PES. It is assumed a stand-alone report will not be required at this stage, and that the results can be used to support determinations in any additional CEQA reporting. The Cultural Resources section of the PES will include a records search at the Northwest Information Center (NWIC), the Native American Heritage Commission (NAHC) Sacred Lands File, initial correspondence with Native American representatives identified by the NAHC, a review of the geology and paleontology of the area as reported in Regional Paleontological Locality Inventory at the University of California, Berkeley, and a pedestrian survey of the project area.

[2] Source: Cornell Law School Legal Information Institute, https://www.law.cornell.edu/uscode/text/23/402

Initial review of historic aerials indicates that it is unlikely that the project site contains any buildings or structures over 50 years in age. Buildings, structures, or archaeological sites over 50 years in age are considered potential historic resources under CEQA, and may require evaluation for eligibility on the California Register of Historic Resources (CRHR). All previously unevaluated historic buildings/structures or archaeological sites will require initial evaluation for historic significance and recordation on appropriate Department of Parks and Recreation (DPR) forms. The property may have already been evaluated for historical resources through a previous survey or analysis, however FCS cannot determine, prior to completion of the records search or field survey, the need for recordation or the number of additional sites to be recorded. It is currently assumed that no historic buildings, structures or archaeological sites will require evaluation and subsequent recordation on DPR forms. Recordation costs are highly dependent on what is found, and any additional recordation or documentation identified by the City, Caltrans, or other regulatory agencies will be addressed in a separate scope of work, if required. The results of the assessment will be summarized in the PES Cultural Resources section along with recommendations for any further study or mitigation measures deemed appropriate.

This scope of work does not include the preparation of a stand-alone report or an Archaeological Survey Report (ASR). If after the submission of the PES form (and subsequent feedback from Caltrans environmental staff) an ASR is required, FCS can provide a budget augment to cover those services.

Task 5.2.2. Natural Environmental Study/ Minimal Impact

Given the developed nature of the proposed stair alignment and minimal disturbance from the proposed project, it is anticipated that Caltrans will require the preparation of a Natural Environment Study/Minimal Impact (NES/MI) to support the proposed project's PES Form. According to the Caltrans Environmental Procedures Manual, "projects with few issues or requiring a minimal amount of compensatory mitigation would be candidates for the NES/MI." In order to complete this task, FCS shall do the following:

- Prepare the NES/MI by conducting a query of the California Natural Diversity Database (CNDDB), the US Fish and Wildlife Service (USFWS) species list, and other pertinent databases to determine the extent of sensitive and protected species.
- Establish the Biological Study Area (BSA) and confirm this area with Mark Thomas staff. It is assumed that Mark Thomas will work with Caltrans Local Assistance to agree on the BSA based on input from FCS.
- Incorporate findings from the Biological Reconnaissance that will determine the presence or potential for listed, proposed, and candidate endangered and threatened species to occur within the BSA. The identification of any sensitive and/or special-status plant or wildlife species onsite will be noted and their locations will be recorded, for submittal with the NES/MI.
- Identify, in accordance with Caltrans environmental review procedures, any existing vegetation communities and sensitive plants and wildlife identified onsite (a map of vegetative communities and sensitive species will be included).
- Discuss sensitive plants and wildlife in the region that were not identified onsite and document the findings of any previous biological studies prepared within the BSA.

This scope of work does not include the preparation of a Natural Environmental Study (NES). If after the submission of the PES form (and subsequent feedback from Caltrans environmental staff) a NES is required, FCS can provide a budget augment to cover those services.

TASK DELIVERABLES

- Electronic version (via email or Dropbox link) of the draft Preliminary Environmental Study in PDF format.
- Electronic version (via email or Dropbox link) of the final Preliminary Environmental Study in PDF format.

Task 5.3. Confirm Level of NEPA Documentation Required

Once the County submits the PES form to Caltrans, FCS will coordinate with the assigned planner to set a date for a field review meeting. As part of the field review meeting, Caltrans will identify any additional technical studies that may be required to complete NEPA processing. Possible additional technical analysis may include but is not limited to additional field surveys to confirm absence of cultural or biological resources, completion of an air quality conformity determination, or additional noise analysis. If Caltrans identifies the need for any additional studies, then FCS will provide a revised scope of services to prepare the technical studies requested by Caltrans to support NEPA documentation.

This scope assumes that Caltrans would prepare and issue the NEPA CE, based on the final PES and supporting technical studies.

TASK DELIVERABLES

- Electronic version (via email or Dropbox link) of the final Preliminary Environmental Study in PDF format.

Environmental Permits

Due to the developed nature of the project site, environmental permitting is not anticipated. If Caltrans identifies the need for environmental permits, then FCS will provide a revised scope of services to provide services to assist in preparation of the necessary environmental permits requested by Caltrans to support NEPA documentation.

Task 5.4. Prepare CEQA Categorical Exemption Environmental Analysis Memorandum

CEQA Approach

Based on our understanding of the proposed improvements, FCS anticipates that the project could be exempt from CEQA under 15301 Existing Facilities, as shown below (underline added):

> **15301. EXISTING FACILITIES[3]**
>
> Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use.
>
> Examples include but are not limited to:
>
> (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances;
>
> (b) Existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services;
>
> (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);

[3] Source: 2022 CEQA Statute and Guidelines, https://www.califaep.org/statute_and_guidelines.php

If, in our analysis, FCS determines that the proposed project does not qualify for an Exemption, or that additional analysis is required such that a straightforward memorandum will not suffice, FCS would provide a revised scope of services to provide the environmental analysis necessary.

Task 5.4.1. Prepare Administrative Draft Exemption Memorandum

FCS will prepare an Administrative Draft Exemption Memorandum providing a qualitative analysis for each environmental topic required pursuant to exemption criteria as well as the 15300.2 exceptions. The memorandum will include a conclusion section documenting whether the proposed project would qualify for exemption pursuant to its consistency with each criterion. The exemption will also reference best practices for construction, based on analysis and mitigation contained in the General Plan EIR, other supporting documents, or uniformly applied policies, regulations, and/or ordinances.

This scope assumes that the technical analysis conducted for the PES will be sufficient to prepare the Administrative Draft Exemption Memorandum. Should additional studies be required or requested, that effort would be conducted under a separate scope and fee.

TASK DELIVERABLES

- Electronic version (via email or Dropbox link) of the Draft CEQA Exemption Memorandum in PDF format.

Task 5.4.2. Prepare Final Exemption Memorandum

Following receipt of one set of consolidated comments (vetted comments with tracked changes in the Word document) on the Administrative Draft Exemption memorandum from Mark Thomas, FCS will make revisions in accordance with the overall scope of work. Note that this SOW assumes only one round of comments and revisions to the memorandum. Should hours spent on this task exceed the cost identified herein, FCS shall coordinate with Mark Thomas/County regarding the need for additional funds to ensure implementation of all comments. FCS will revise the memorandum and provide a Final Exemption memorandum to Mark Thomas/County.

TASK DELIVERABLES

- Electronic version (via email or Dropbox link) of the Final CEQA Exemption Memorandum in PDF format.

Task 5.5. Project Management and Quality Assurance

The FCS Project Manager will ensure the proposed project is completed on time and within budget, and that the documents prepared in support of the project are technically correct and legally defensible. The FCS Project Manager will serve as management liaison between FCS and Mark Thomas for communication of issues, transmittal of comments, financial management (i.e., invoices), and other project management matters.

TASK 6. RIGHT OF WAY ACQUISITION SUPPORT

Task 6.1. Plats & Legal Description

NSE will prepare and provide one (1) wet stamped and signed legal description and plat for the stairs easement crossing APN 013-188-0050 based on the final design layout.

Task 6.2. Acquisition/Negotiations

In In 1988, The County granted a right to the owner of the Best Western property for the right to construct a set of stairs to the adjacent park. After many years, maintenance of the stairs became too much, and the Best Western owner abandon and removed the stairs. In 2018, the County reached an agreement with the new owner of the Best Western Property to replace the stairs, and absolve the Best Western owner of any liability related to the original 1988 agreement. In return, the Best Western owner will grant the County an easement for construction and maintenance of a new staircase.

The Final item required to solidify the land rights is to prepare an easement document similar to that used in 1988. In the document, the property owner will grant the County an easement for the construction, maintenance, ingress, egress, and any other pertinent requirements for a new staircase. In return, the property owner will be absolved of any previous rights associated with the 1988 agreement.

Monument will prepare the easement document, work with County legal to confirm the specific requirements, obtain the owner signature, and record the easement with the County Recorder.

TASK DELIVERABLES

- Plats & Legal Description (1)
- Signed agreements (1)

TASK 7. FINAL DESIGN – PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

Task 7.1. Geometric Approval Drawings - 30% Plans

Task 7.1.1. Roadway

The 30% Plan Submittal will serve as the Geometric Approval Drawings and will be strip map drawings used to show the project area with enough detail for the County to give the authorization for Mark Thomas to begin the construction drawings.

Task 7.1.2. Lighting

JLB's team will prepare a preliminary design 30% for review and discussion with the County's representatives. The preliminary design will be based upon acceptable standards for lighting design including the County's design criteria.

Task 7.2. 60% Plans

The Mark Thomas team will complete the design tasks for final plans, specifications, and estimates for the project. Plans shall be prepared in AutoCAD (using Civil 3D) to County format and shall be submitted at the 60%, 90%, and 100% stages of design. The following sheets are anticipated for each plan package:

Description	Scale	Sheet Count
Title Sheet	n/a	1
General Notes	n/a	1
Typical Cross Sections	n/a	1
Layout	1"=20'	1
Construction Details	Varies	3
Drainage Plans	1"=20'	1
Utility Plans	1"=20'	1
Lighting	Varies	3
Retaining Wall Plans	Varies	5
Total Sheets		**17**

Task 7.2.1. Roadway

This submittal represents a complete set of "unchecked" plans. Mark Thomas will prepare a complete set of construction plans in accordance with the County's standards. The content will represent a biddable plan set; it has not been through our QC checklist.

Task 7.2.2. Lighting

JLB will develop design plans in accordance with the County of Mariposa drafting standards, format, and conventions. Final plans will be computer-drafted in AutoCAD format and comply with the County of Mariposa's latest standard plans and specifications.

Task 7.2.3. Retaining Walls

Mark Thomas will prepare structural calculations as needed and plans for the retaining wall. The structure design will be in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition with the California Amendments and Caltrans Seismic Design Criteria, Version 2.0. The latest updated versions of the Caltrans Bridge Design Manuals will be used. Draft structure special provisions will be provided, and a preliminary construction cost estimate will be developed.

Task 7.3. 90% Plans

Task 7.3.1. Roadway

This submittal represents a complete final PS&E, biddable plan package. Major design features have been reviewed; however, because of the review comments received for the 60% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor "clean-up" revisions will occur. Plans are at the level ready for a detailed quality control check and ready for utility companies to begin relocation design ("B" Plans). Mark Thomas will perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. Mark Thomas will perform, with a senior engineer, an in-house quality control check of the product.

Task 7.3.2. Lighting

County comments from the 60% submittal will be addressed and incorporated into the 90% design. JLB will verify that the project's final design is compatible with known utilities in the project area to be installed, relocated, adjusted, or otherwise modified, including adding utility relocation windows into the construction schedule, as necessary.

Task 7.3.3. Retaining Walls

County comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted. Mark Thomas will perform an independent design check of the wall. The independent check will be completed by an engineer who was not involved in the original design of the structure. Calculations will be performed to check the wall layout and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and plans updated. Structure special provisions will be provided, and a final construction cost estimate will be prepared.

Task 7.4. 100% Plans

Task 7.4.1. Roadway

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the County project manager can verify that the previous comments were incorporated and no internal County circulation is required.

Task 7.4.2. Lighting

County comments from the 90% submittal will be addressed and incorporated into the final design. JLB will attend a meeting with County staff to discuss 95% PS&E submittal comments. JLB will finalize PS&E for bidding.

Task 7.4.3. Retaining Walls

County comments from the 90% submittal will be addressed and incorporated into the final design. Responses to comments will be prepared and submitted. All final plan revisions will be made. Updates to the specifications and estimate will be completed. A bid ready PS&E package will be submitted.

Task 7.5. Special Provisions

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at the 60%, 90% and the 100% plan reviews.

Task 7.6. Estimates

Mark Thomas will prepare preliminary construction cost estimates and submit them with each plan submittal. This estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual.

DELIVERABLES

- Project Plans (60%, 90%, 100% - 24x36 Hard copy and PDF Submittal)
- Special Provision (60%, 90%, 100% - Word and PDF)

- Construction Cost Estimate (60%, 90%, 100% - Excel and PDF)
- Auto CAD (2022 Version)

PART 2. BIDDING AND CONSTRUCTION SUPPORT TASKS

TASK 1. ASSISTANCE DURING CONSTRUCTION BIDDING

Task 1.1. Bidding Assistance

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will be bill on a time and materials basis.

TASK 2. DESIGN SUPPORT DURING CONSTRUCTION

Task 2.1. Construction Support

Mark Thomas and subconsultants will provide assistance, as required, to the County during construction of the project. The work may include responding to Request for Information (RFI), reviewing shop drawings, attending construction meetings, etc. An allowance has been provided for Construction Support. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will bill on a time and materials basis.

Task 2.2. Record Drawings

Mark Thomas and subconsultants will provide Record Drawings to the County after construction is complete. These drawings will be based on red-lined as-builts provided by the County construction manager.

DELIVERABLES

- Final Record Drawing

Assumptions:
Crawford assumes the following:

- Rights-of-entry, if needed, will be provided by others for the subsurface exploration.
- Typical workday hours between 7 AM to 5 PM.
- Soil/rock cuttings may be spread neatly on-site.
- A no-fee Mariposa County encroachment permit will be provided.
- Access to the proposed boring at the staircase improvement will be through the Mariposa Creek Parkway sidewalk.
- Traffic control will consist a temporary pathway closure with signs and cones.

COST PROPOSAL FOR PROJECT SCOPE: Mariposa On-Call (A&E) - Stairs - Task Order No. 05

MARK THOMAS

		Principal $426	Sr. Engineering Manager $380	Sr. Project Manager $265	Project Manager $214	Technical Lead $214	Sr. Project Engineer $186	Project Engineer $164	Design Engineer II $142	Design Engineer I $115	Sr. Technician $145	Intern $66	Sr. Project Accountant $146	Sr. Project Coordinator $145	Total Hours	Total MT Cost	Subconsultants: CRAWFORD	FCS	MONUMENT	NORTHSTAR	JLB	TOTAL COST
PART 1 - DESIGN AND DEVELOPMENT TASKS																						
1.0	**Project Management/Coordination**																					
1.1	PDT Meetings			16				16							32	$6,864	-	-	-	-	-	$6,864
1.2	Client/Agency Coordination			8				16							24	$4,744	-	-	-	-	1,502	$6,246
1.3	Monthly Progress Reports			8				8					16	16	48	$8,088	-	-	-	-	-	$8,088
1.4	QA/QC			12		8		8							28	$6,204	-	-	-	-	-	$6,204
	Subtotal Phase 1	0	0	44	0	8	0	48	0	0	0	0	16	16	132	$25,900	$0	$0	$0	$0	$1,502	$27,402
2.0	**SURVEYS/MAPPING**																					
2.1	Data Gathering/Review														0	$0	-	-	-	658	-	$658
2.2	Design Surveys							4	4	4					12	$1,684	-	-	-	10,257	-	$11,941
2.3	Boundary Retracement Surveys														0	$0	-	-	-	3,964	-	$3,964
2.4	Prepare Landnet/Survey Control														0	$0	-	-	-	1,799	-	$1,799
	Subtotal Phase 2	0	0	0	0	0	0	4	4	4	0	0	0	0	12	$1,684	$0	$0	$0	$16,677	$0	$18,361
3.0	**FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH**																					
3.1	Site Reconnaissance, Project Preparation, Site Surveys and USA														0	$0	3,896	-	-	-	-	$3,896
3.2	Subsurface Exploration														0	$0	5,341	-	-	-	-	$5,341
3.3	Laboratory Testing														0	$0	536	-	-	-	-	$536
3.4	Engineering Analysis														0	$0	7,422	-	-	-	-	$7,422
3.5	Draft and Final Reports			4				4	8						16	$2,852	9,043	-	-	-	-	$11,895
3.6	Plan and Specification Report (Optional)														0	$0	1,768	-	-	-	-	$1,768
	Subtotal Phase 3	0	0	4	0	0	0	4	8	0	0	0	0	0	16	$2,852	$28,006	$0	$0	$0	$0	$30,858
4.0	**UTILITY COORDINATION**																					
4.1	Utility Coordination		2					4	8						14	$2,552	-	-	-	-	-	$2,552
	Subtotal Phase 4	0	2	0	0	0	0	4	8	0	0	0	0	0	14	$2,552	$0	$0	$0	$0	$0	$2,552
5.0	**ENVIRONMENTAL PERMITTING**																					
5.1	Project Initiation														0	$0	-	3,700	-	-	-	$3,700
5.2	Prepare Preliminary Environmental Study														0	$0	-	23,520	-	-	-	$23,520
5.2.1	Cultural Resources Preliminary Study														0	$0	-	6,120	-	-	-	$6,120
5.2.2	Natural Environmental Study/Minimal Impact														0	$0	-	11,600	-	-	-	$11,600
5.3	Confirm Level of NEPA Documentation Required														0	$0	-	2,430	-	-	-	$2,430
5.4	**Prepare CEQA Categorical Exemption Environmental Analysis Memorandum**																					
5.4.1	Memorandum			2				4	8						14	$2,322	-	15,500	-	-	-	$17,822
5.4.2	Prepare Final Exemption Memorandum			2				4	8						14	$2,322	-	6,300	-	-	-	$8,622
5.5	Project Management and Quality Assurance			2				4	8						14	$2,322	-	2,700	-	-	-	$5,022
	Subtotal Phase 5	0	0	6	0	0	0	12	24	0	0	0	0	0	42	$6,966	$0	$71,870	$0	$0	$0	$78,836
6.0	**ROW ACQUISITION SUPPORT**																					
6.1	Plats/Legal Descriptions				2				4						6	$996	-	-	-	1,616	-	$2,612
6.2	Acquisitions/Negotiations				2				4						6	$996	-	-	2,500	-	-	$3,496
	Subtotal Phase 6	0	0	0	4	0	0	0	8	0	0	0	0	0	12	$1,992	$0	$0	$2,500	$1,616	$0	$6,108
7.0	**PRELIMINARY DESIGN**																					
7.1	**GEOMETRIC APPROVAL DRAWINGS (30%) PLANS**																				-	
7.1.1	Roadway		4					16	32			32			84	$10,800	-	-	-	-	-	$10,800
7.1.2	Lighting														0	$0	-	-	-	-	1,257	$1,257
7.2	**60% PLANS**																					
7.2.1	Roadway		8					24	56			32			120	$17,040	-	-	-	-	-	$17,040
7.2.2	Lighting														0	$0	-	-	-	-	1,954	$1,954
7.2.3	Retaining Wall			16			60				50				126	$22,650	-	-	-	-	-	$22,650
7.3	**90% PLANS**																					
7.3.1	Roadway		8					24	40			24			96	$14,240	-	-	-	-	-	$14,240
7.3.2	Lighting														0	$0	-	-	-	-	1,659	$1,659
7.3.3	Retaining Wall			8			16		40		32				96	$15,416	-	-	-	-	-	$15,416
7.4	**100% PLANS**																					
7.4.1	Roadway		4					16	24			16			60	$8,608	-	-	-	-	-	$8,608
7.4.2	Lighting														0	$0	-	-	-	-	962	$962
7.4.3	Retaining Wall			8			16		8		16				48	$8,552	-	-	-	-	-	$8,552
7.5	Special Provisions			16			4								20	$4,984	-	-	-	-	-	$4,984
7.6	Estimates						4		30	30					64	$8,454	-	-	-	-	-	$8,454
	Subtotal Phase 7	0	24	48	0	0	100	80	230	30	98	104	0	0	714	$110,744	$0	$0	$0	$0	$5,832	$116,576
PART 2 - BIDDING & CONSTRUCTION SUPPORT TASKS																						
1.0	**ASSISTANCE DURING CONSTRUCTION BIDDING**																					
1.1	Bidding Assistance			4			4								8	$1,804	-	-	-	-	481	$2,285
	Subtotal Phase 1	0	0	4	0	0	4	0	0	0	0	0	0	0	8	$1,804	$0	$0	$0	$0	$481	$2,285
2.0	**DESIGN SUPPORT DURING CONSTRUCTION**																					
2.1	Construction Support			10			10								20	$4,510	-	-	-	-	1,541	$6,051
2.2	Record Drawings						2				6				8	$1,242	-	-	-	-	-	$1,242
	Subtotal Phase 2	0	0	10	0	0	12	0	0	0	6	0	0	0	28	$5,752	$0	$0	$0	$0	$1,541	$7,293
TOTAL HOURS		0	26	116	4	8	116	152	282	34	104	104	16	16	978							
OTHER DIRECT COSTS																$0	$12,613	$2,750	$0	$0	$275	$15,638
TOTAL COST		$0	$9,880	$30,740	$856	$1,712	$21,576	$24,928	$40,044	$3,910	$15,080	$6,864	$2,336	$2,320		$160,246	$40,618	$74,620	$2,500	$18,294	$9,632	$305,910

MARKTHO-01 MCDONALDJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Jessica McDonald PHONE (A/C, No, Ext): (925) 918-4535 FAX (A/C, No): E-MAIL ADDRESS: Jessica.McDonald@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose, CA 95134	INSURER B : Continental Casualty Company	20443
	INSURER C : Continental Insurance Company	35289
	INSURER D : Lloyd's	NA
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR	X	X	7040185059	9/15/2023	9/15/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO	X	X	7040183912	9/15/2023	9/15/2024	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	9,000,000
	X EXCESS LIAB X CLAIMS-MADE			7040283234	9/15/2023	9/15/2024	AGGREGATE	$	
	DED RETENTION $							$	9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A	N/A	X	7040274825	9/15/2023	9/15/2024	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Cyber Liability			ACS1126423	7/1/2023	7/1/2024	Limit		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
22-00231
22-00231
Re: Mariposa Co- On Call A&E
County of Mariposa its officers, officials, employees, and volunteers, named as additional insureds
The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa,, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Reno Caldwell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): 510- 272-1499 FAX (A/C, No): E-MAIL ADDRESS: Doris.Chambers@AssuredPartners.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Suite 110 San Jose CA 95134 MARKTHOMA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Specialty Insurance Co. — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 921010497 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability & Contractor's Pollution Liability			DPR5014213	7/1/2023	7/1/2024	Per Claim Annual Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: Job No. 22-00231. Mariposa Co-On Call A&E. - Notice of Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason other than nonpayment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non payment of premium, 10 days written notice will be sent to the above.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5511	350	46151	CMAQ - Federal		(351,796)	
5511	350	70331	Other Infrastructure		351,796	
					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

JUSTIFICATION: Allocate unanticipated CMAQ revenue

DEPT HEAD SIGNATURE _____ DATE 12/8/23

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT Public Works - Engineering

AUDITOR'S USE ONLY
BA #

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-98

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with Mark Thomas for On-Call Civil Engineering Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with Mark Thomas for On-Call Civil Engineering Services; Approve Task Order No. 1 for the ATP MES Connectivity Project in the Amount Not to Exceed $423,658; Approve Budget Action Transferring Funds from Roads to 5501 Capital Improvements; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received four responses for Civil Engineering Services from Consur, Dewberry, MGE and Mark Thomas. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to Mark Thomas. This firm will be used for Capital Improvement and work performed by the Roads Division. Future task orders may include the Harris and Indian Peak bridge designs.

Task Order No. 1 is the final design of the ATP MES Connectivity Project. Sidewalks will be constructed on Bullion Street, 6th Street, 7th Street and Jones Street.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 20, 2022, the Board of Supervisors adopted Resolution 22-725 approved an On-Call contract with Black Water Consulting Engineers for Water and Wastewater Services.

On July 12, 2022, the Board of Supervisors adopted Resolution 22-415 authorizing the RFQ for On-Call A&E Consultant Services and authorized the Public Works and Transportation Director to select the consultants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will be required to procure certain professional A&E services by other less efficient methods.

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders. Task Order No. 1 is budgeted in Fund 5501.

DS MR

REF ID# 13818

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ATTACHMENTS:
Mark Thomas Master Contract (PDF)
Mark Thomas Task Order No. 1 (PDF)
Budget Action - FY22-23 Fund 3300 Xfr to 5501 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

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AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of MARCH, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mark Thomas ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2. SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contactors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and the Contractor.

C. The Contractor's staff shall be as listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractor without notification to and prior approval by the County.

D. The Contractor may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual

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performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A, "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Contractor shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

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3. COMPENSATION

A. The total amount payable by the County for all the Agreements combined shall not exceed a cumulative maximum total value of Two Million Dollars ($2,000,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under the On-Call Engineering Agreements through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under any of the Agreements, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Rates can be annually adjusted subject to County's approval for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and 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.

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(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 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 Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to 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 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.

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(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) 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.

(9) 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.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless and indemnify, but not defend, County, its officers, employees, , against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, but only to the extent actually caused by the negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. Contractor has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

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11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Mark Thomas
7571 North Remington Avenue, Suite 102
Fresno, CA 93711

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Rd.
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement,

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Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services."

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

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21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

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27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that all work shall be performed consistent with but limited to the generally accepted professional practices and standards ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Contractors' services except that the services will be performed consistent with the standard of care stipulated herein.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to

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such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Ed Noriega
D3204E678B6B4DF...

Ed Noriega, Division Manager
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
EF6A416E06B304B5...

Steven W. Dahlem
County Counsel

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

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Exhibit 'A'
Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Civil Engineering design and construction support. Work to include:

- Bridge/Structures Design
- Roadway Improvements
- Right of Way Engineering and Survey
- Bicycle/Pedestrian/Trail Improvements
- Traffic and Electrical Engineering
- Landscape Architecture
- Hydrology & Hydraulics
- Surveying
- Environmental Engineering
- Appraisals & Acquisitions

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EXHIBIT B
COST PROPOSAL

Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

any, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Contract No. _____ Participation Amount $ _____ Date: 11/3/2022

Fringe Benefit 92.57% + General & Administrative 58.18%	=	Combined	150.75%
Fringe Benefit ___% + General & Administrative ___%	=	Home Office	___%
Fringe Benefit ___% + General & Administrative ___%	=	Field Office	___%
Fee	=	13%	

CALCULATION INFORMATION

Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
Straight	Overtime	From	To			
$ 405.00	N/A	7/1/2022	6/30/2023		$ 142.93	$ 140.00 - $ 190.00
$ 417.15	N/A	7/1/2023	6/30/2024	3.00%	$ 147.22	$ 144.20 - $ 195.70
$ 429.66	N/A	7/1/2024	6/30/2025	3.00%	$ 151.64	$ 148.53 - $ 201.57
$ 442.55	N/A	7/1/2025	6/30/2026	3.00%	$ 156.19	$ 152.98 - $ 207.62
$ 455.83	N/A	7/1/2026	6/30/2027	3.00%	$ 160.87	$ 157.57 - $ 213.85
$ 361.00	N/A	7/1/2022	6/30/2023		$ 127.41	$ 105.00 - $ 140.00
$ 371.83	N/A	7/1/2023	6/30/2024	3.00%	$ 131.23	$ 108.15 - $ 144.20
$ 382.98	N/A	7/1/2024	6/30/2025	3.00%	$ 135.16	$ 111.39 - $ 148.53
$ 394.47	N/A	7/1/2025	6/30/2026	3.00%	$ 139.22	$ 114.74 - $ 152.98
$ 406.31	N/A	7/1/2026	6/30/2027	3.00%	$ 143.40	$ 118.18 - $ 157.57

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	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 -	$ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 -	$ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 -	$ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 -	$ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 -	$ 126.06
	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 -	$ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 -	$ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 -	$ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 -	$ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 -	$ 126.06
	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 -	$ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 -	$ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 -	$ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 -	$ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 -	$ 110.30
	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 -	$ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 -	$ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 -	$ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 -	$ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 -	$ 110.30
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00 -	$ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86 -	$ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78 -	$ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75 -	$ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78 -	$ 86.66
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00 -	$ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86 -	$ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78 -	$ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75 -	$ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78 -	$ 86.66
	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00 -	$ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62 -	$ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29 -	$ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01 -	$ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78 -	$ 75.41

	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00	$ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62	$ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29	$ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01	$ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78	$ 75.41
	$ 157.00	N/A	7/1/2022	6/30/2023		$ 55.41	$ 50.00	$ 60.00
	$ 161.71	N/A	7/1/2023	6/30/2024	3.00%	$ 57.07	$ 51.50	$ 61.80
	$ 166.56	N/A	7/1/2024	6/30/2025	3.00%	$ 58.78	$ 53.05	$ 63.65
	$ 171.56	N/A	7/1/2025	6/30/2026	3.00%	$ 60.55	$ 54.64	$ 65.56
	$ 176.70	N/A	7/1/2026	6/30/2027	3.00%	$ 62.36	$ 56.28	$ 67.53
	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 37.00	$ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 38.11	$ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 39.25	$ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 40.43	$ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 41.64	$ 61.90
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 30.00	$ 45.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 30.90	$ 46.35
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 31.83	$ 47.74
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 32.78	$ 49.17
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 33.77	$ 50.65
	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 41.00	$ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 42.23	$ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 43.50	$ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 44.80	$ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 46.15	$ 61.90
	$ 113.00	N/A	7/1/2022	6/30/2023		$ 39.88	$ 36.00	$ 45.00
	$ 116.39	N/A	7/1/2023	6/30/2024	3.00%	$ 41.08	$ 37.08	$ 46.35
	$ 119.88	N/A	7/1/2024	6/30/2025	3.00%	$ 42.31	$ 38.19	$ 47.74
	$ 123.48	N/A	7/1/2025	6/30/2026	3.00%	$ 43.58	$ 39.34	$ 49.17
	$ 127.18	N/A	7/1/2026	6/30/2027	3.00%	$ 44.89	$ 40.52	$ 50.65
	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 28.00	$ 35.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 28.84	$ 36.05
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 29.71	$ 37.13
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 30.60	$ 38.25
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 31.51	$ 39.39

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	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 39.00 -	$ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 40.17 -	$ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 41.38 -	$ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 42.62 -	$ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 43.89 -	$ 61.90
	$ 92.00	N/A	7/1/2022	6/30/2023		$ 32.47	$ 23.00 -	$ 40.00
	$ 94.76	N/A	7/1/2023	6/30/2024	3.00%	$ 33.44	$ 23.69 -	$ 41.20
	$ 97.60	N/A	7/1/2024	6/30/2025	3.00%	$ 34.45	$ 24.40 -	$ 42.44
	$ 100.53	N/A	7/1/2025	6/30/2026	3.00%	$ 35.48	$ 25.13 -	$ 43.71
	$ 103.55	N/A	7/1/2026	6/30/2027	3.00%	$ 36.54	$ 25.89 -	$ 45.02
	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00 -	$ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48 -	$ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97 -	$ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48 -	$ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01 -	$ 30.39
	$ 314.00	N/A	7/1/2022	6/30/2023		$ 110.82	$ 96.00 -	$ 118.00
	$ 323.42	N/A	7/1/2023	6/30/2024	3.00%	$ 114.14	$ 98.88 -	$ 121.54
	$ 333.12	N/A	7/1/2024	6/30/2025	3.00%	$ 117.57	$ 101.85 -	$ 125.19
	$ 343.12	N/A	7/1/2025	6/30/2026	3.00%	$ 121.09	$ 104.90 -	$ 128.94
	$ 353.41	N/A	7/1/2026	6/30/2027	3.00%	$ 124.73	$ 108.05 -	$ 132.81
	$ 238.00	N/A	7/1/2022	6/30/2023		$ 84.00	$ 74.00 -	$ 90.00
	$ 245.14	N/A	7/1/2023	6/30/2024	3.00%	$ 86.52	$ 76.22 -	$ 92.70
	$ 252.49	N/A	7/1/2024	6/30/2025	3.00%	$ 89.11	$ 78.51 -	$ 95.48
	$ 260.07	N/A	7/1/2025	6/30/2026	3.00%	$ 91.78	$ 80.86 -	$ 98.35
	$ 267.87	N/A	7/1/2026	6/30/2027	3.00%	$ 94.54	$ 83.29 -	$ 101.30
	$ 211.00	N/A	7/1/2022	6/30/2023		$ 74.47	$ 64.00 -	$ 81.00
	$ 217.33	N/A	7/1/2023	6/30/2024	3.00%	$ 76.70	$ 65.92 -	$ 83.43
	$ 223.85	N/A	7/1/2024	6/30/2025	3.00%	$ 79.00	$ 67.90 -	$ 85.93
	$ 230.57	N/A	7/1/2025	6/30/2026	3.00%	$ 81.37	$ 69.93 -	$ 88.51
	$ 237.48	N/A	7/1/2026	6/30/2027	3.00%	$ 83.81	$ 72.03 -	$ 91.17
	$ 186.00	N/A	7/1/2022	6/30/2023		$ 65.64	$ 57.00 -	$ 72.00
	$ 191.58	N/A	7/1/2023	6/30/2024	3.00%	$ 67.61	$ 58.71 -	$ 74.16
	$ 197.33	N/A	7/1/2024	6/30/2025	3.00%	$ 69.64	$ 60.47 -	$ 76.38
	$ 203.25	N/A	7/1/2025	6/30/2026	3.00%	$ 71.73	$ 62.29 -	$ 78.68
	$ 209.34	N/A	7/1/2026	6/30/2027	3.00%	$ 73.88	$ 64.15 -	$ 81.04

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	$ 172.00	N/A	7/1/2022	6/30/2023		$ 60.70	$ 49.00 -	$ 68.00
	$ 177.16	N/A	7/1/2023	6/30/2024	3.00%	$ 62.52	$ 50.47 -	$ 70.04
	$ 182.47	N/A	7/1/2024	6/30/2025	3.00%	$ 64.40	$ 51.98 -	$ 72.14
	$ 187.95	N/A	7/1/2025	6/30/2026	3.00%	$ 66.33	$ 53.54 -	$ 74.31
	$ 193.59	N/A	7/1/2026	6/30/2027	3.00%	$ 68.32	$ 55.15 -	$ 76.53
	$ 147.00	N/A	7/1/2022	6/30/2023		$ 51.88	$ 42.00 -	$ 58.00
	$ 151.41	N/A	7/1/2023	6/30/2024	3.00%	$ 53.44	$ 43.26 -	$ 59.74
	$ 155.95	N/A	7/1/2024	6/30/2025	3.00%	$ 55.04	$ 44.56 -	$ 61.53
	$ 160.63	N/A	7/1/2025	6/30/2026	3.00%	$ 56.69	$ 45.89 -	$ 63.38
	$ 165.45	N/A	7/1/2026	6/30/2027	3.00%	$ 58.39	$ 47.27 -	$ 65.28
	$ 125.00	N/A	7/1/2022	6/30/2023		$ 44.12	$ 37.00 -	$ 50.00
	$ 128.75	N/A	7/1/2023	6/30/2024	3.00%	$ 45.44	$ 38.11 -	$ 51.50
	$ 132.61	N/A	7/1/2024	6/30/2025	3.00%	$ 46.80	$ 39.25 -	$ 53.05
	$ 136.59	N/A	7/1/2025	6/30/2026	3.00%	$ 48.21	$ 40.43 -	$ 54.64
	$ 140.69	N/A	7/1/2026	6/30/2027	3.00%	$ 49.65	$ 41.64 -	$ 56.28
	$ 153.00	N/A	7/1/2022	6/30/2023		$ 54.00	$ 42.00 -	$ 62.00
	$ 157.59	N/A	7/1/2023	6/30/2024	3.00%	$ 55.62	$ 43.26 -	$ 63.86
	$ 162.32	N/A	7/1/2024	6/30/2025	3.00%	$ 57.29	$ 44.56 -	$ 65.78
	$ 167.19	N/A	7/1/2025	6/30/2026	3.00%	$ 59.00	$ 45.89 -	$ 67.75
	$ 172.20	N/A	7/1/2026	6/30/2027	3.00%	$ 60.77	$ 47.27 -	$ 69.78
	$ 126.00	N/A	7/1/2022	6/30/2023		$ 44.47	$ 31.00 -	$ 55.00
	$ 129.78	N/A	7/1/2023	6/30/2024	3.00%	$ 45.80	$ 31.93 -	$ 56.65
	$ 133.67	N/A	7/1/2024	6/30/2025	3.00%	$ 47.18	$ 32.89 -	$ 58.35
	$ 137.68	N/A	7/1/2025	6/30/2026	3.00%	$ 48.59	$ 33.87 -	$ 60.10
	$ 141.81	N/A	7/1/2026	6/30/2027	3.00%	$ 50.05	$ 34.89 -	$ 61.90
	$ 94.00	N/A	7/1/2022	6/30/2023		$ 33.17	$ 27.00 -	$ 39.00
	$ 96.82	N/A	7/1/2023	6/30/2024	3.00%	$ 34.17	$ 27.81 -	$ 40.17
	$ 99.72	N/A	7/1/2024	6/30/2025	3.00%	$ 35.20	$ 28.64 -	$ 41.38
	$ 102.72	N/A	7/1/2025	6/30/2026	3.00%	$ 36.25	$ 29.50 -	$ 42.62
	$ 105.80	N/A	7/1/2026	6/30/2027	3.00%	$ 37.34	$ 30.39 -	$ 43.89
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 -	$ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 -	$ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 -	$ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 -	$ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 -	$ 37.14

	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
ontract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
oses,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
ate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 154.00	$ 231.00	7/1/2022	6/30/2023		$ 54.35	$ 49.00 - $ 60.00
ontract	$ 158.62	$ 237.93	7/1/2023	6/30/2024	3.00%	$ 55.98	$ 50.47 - $ 61.80
oses,	$ 163.38	$ 245.07	7/1/2024	6/30/2025	3.00%	$ 57.66	$ 51.98 - $ 63.65
ate)	$ 168.28	$ 252.42	7/1/2025	6/30/2026	3.00%	$ 59.39	$ 53.54 - $ 65.56
	$ 173.33	$ 259.99	7/1/2026	6/30/2027	3.00%	$ 61.17	$ 55.15 - $ 67.53
	$ 148.00	$ 222.00	7/1/2022	6/30/2023		$ 52.23	$ 46.00 - $ 58.00
ontract	$ 152.44	$ 228.66	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 47.38 - $ 59.74
oses,	$ 157.01	$ 235.52	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 48.80 - $ 61.53
ate)	$ 161.72	$ 242.59	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 50.27 - $ 63.38
	$ 166.58	$ 249.86	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 51.77 - $ 65.28
	$ 104.00	$ 156.00	7/1/2022	6/30/2023		$ 36.70	$ 27.00 - $ 43.00
ontract	$ 107.12	$ 160.68	7/1/2023	6/30/2024	3.00%	$ 37.81	$ 27.81 - $ 44.29
oses,	$ 110.33	$ 165.50	7/1/2024	6/30/2025	3.00%	$ 38.94	$ 28.64 - $ 45.62
ate)	$ 113.64	$ 170.47	7/1/2025	6/30/2026	3.00%	$ 40.11	$ 29.50 - $ 46.99
	$ 117.05	$ 175.58	7/1/2026	6/30/2027	3.00%	$ 41.31	$ 30.39 - $ 48.40
	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
ontract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
oses,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
ate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 318.00	$ 477.00	7/1/2022	6/30/2023		$ 112.23	$ 98.00 - $ 126.00
ontract	$ 327.54	$ 491.31	7/1/2023	6/30/2024	3.00%	$ 115.60	$ 100.94 - $ 129.78
oses,	$ 337.37	$ 506.05	7/1/2024	6/30/2025	3.00%	$ 119.06	$ 103.97 - $ 133.67
ate)	$ 347.49	$ 521.23	7/1/2025	6/30/2026	3.00%	$ 122.64	$ 107.09 - $ 137.68
	$ 357.91	$ 536.87	7/1/2026	6/30/2027	3.00%	$ 126.32	$ 110.30 - $ 141.81
	$ 422.00	$ 633.00	7/1/2022	6/30/2023		$ 148.93	$ 125.00 - $ 181.00
ontract	$ 434.66	$ 651.99	7/1/2023	6/30/2024	3.00%	$ 153.40	$ 128.75 - $ 186.43
oses,	$ 447.70	$ 671.55	7/1/2024	6/30/2025	3.00%	$ 158.00	$ 132.61 - $ 192.02
ate)	$ 461.13	$ 691.70	7/1/2025	6/30/2026	3.00%	$ 162.74	$ 136.59 - $ 197.78
	$ 474.96	$ 712.45	7/1/2026	6/30/2027	3.00%	$ 167.63	$ 140.69 - $ 203.72

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	$ 266.00	N/A	7/1/2022	6/30/2023		$ 93.88	$ 87.00 -	$ 100.00
	$ 273.98	N/A	7/1/2023	6/30/2024	3.00%	$ 96.69	$ 89.61 -	$ 103.00
	$ 282.20	N/A	7/1/2024	6/30/2025	3.00%	$ 99.59	$ 92.30 -	$ 106.09
	$ 290.67	N/A	7/1/2025	6/30/2026	3.00%	$ 102.58	$ 95.07 -	$ 109.27
	$ 299.39	N/A	7/1/2026	6/30/2027	3.00%	$ 105.66	$ 97.92 -	$ 112.55
	$ 246.00	N/A	7/1/2022	6/30/2023		$ 86.82	$ 83.00 -	$ 94.00
	$ 253.38	N/A	7/1/2023	6/30/2024	3.00%	$ 89.42	$ 85.49 -	$ 96.82
	$ 260.98	N/A	7/1/2024	6/30/2025	3.00%	$ 92.11	$ 88.05 -	$ 99.72
	$ 268.81	N/A	7/1/2025	6/30/2026	3.00%	$ 94.87	$ 90.70 -	$ 102.72
	$ 276.88	N/A	7/1/2026	6/30/2027	3.00%	$ 97.72	$ 93.42 -	$ 105.80
	$ 232.00	N/A	7/1/2022	6/30/2023		$ 81.88	$ 75.00 -	$ 89.00
	$ 238.96	N/A	7/1/2023	6/30/2024	3.00%	$ 84.33	$ 77.25 -	$ 91.67
	$ 246.13	N/A	7/1/2024	6/30/2025	3.00%	$ 86.86	$ 79.57 -	$ 94.42
	$ 253.51	N/A	7/1/2025	6/30/2026	3.00%	$ 89.47	$ 81.95 -	$ 97.25
	$ 261.12	N/A	7/1/2026	6/30/2027	3.00%	$ 92.15	$ 84.41 -	$ 100.17
	$ 201.00	N/A	7/1/2022	6/30/2023		$ 70.94	$ 63.00 -	$ 77.00
	$ 207.03	N/A	7/1/2023	6/30/2024	3.00%	$ 73.07	$ 64.89 -	$ 79.31
	$ 213.24	N/A	7/1/2024	6/30/2025	3.00%	$ 75.26	$ 66.84 -	$ 81.69
	$ 219.64	N/A	7/1/2025	6/30/2026	3.00%	$ 77.52	$ 68.84 -	$ 84.14
	$ 226.23	N/A	7/1/2026	6/30/2027	3.00%	$ 79.84	$ 70.91 -	$ 86.66
	$ 155.00	N/A	7/1/2022	6/30/2023		$ 54.70	$ 42.00 -	$ 80.00
	$ 159.65	N/A	7/1/2023	6/30/2024	3.00%	$ 56.34	$ 43.26 -	$ 82.40
	$ 164.44	N/A	7/1/2024	6/30/2025	3.00%	$ 58.03	$ 44.56 -	$ 84.87
	$ 169.37	N/A	7/1/2025	6/30/2026	3.00%	$ 59.78	$ 45.89 -	$ 87.42
	$ 174.45	N/A	7/1/2026	6/30/2027	3.00%	$ 61.57	$ 47.27 -	$ 90.04
	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 37.00 -	$ 56.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 38.11 -	$ 57.68
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 39.25 -	$ 59.41
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 40.43 -	$ 61.19
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 41.64 -	$ 63.03
	$ 111.00	N/A	7/1/2022	6/30/2023		$ 39.17	$ 32.00 -	$ 45.00
	$ 114.33	N/A	7/1/2023	6/30/2024	3.00%	$ 40.35	$ 32.96 -	$ 46.35
	$ 117.76	N/A	7/1/2024	6/30/2025	3.00%	$ 41.56	$ 33.95 -	$ 47.74
	$ 121.29	N/A	7/1/2025	6/30/2026	3.00%	$ 42.81	$ 34.97 -	$ 49.17
	$ 124.93	N/A	7/1/2026	6/30/2027	3.00%	$ 44.09	$ 36.02 -	$ 50.65

	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 26.00 - $ 37.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 26.78 - $ 38.11
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 27.58 - $ 39.25
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 28.41 - $ 40.43
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 29.26 - $ 41.64
	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00 - $ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48 - $ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97 - $ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48 - $ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01 - $ 30.39
	$ 320.00	N/A	7/1/2022	6/30/2023		$ 112.94	$ 104.00 - $ 121.00
	$ 329.60	N/A	7/1/2023	6/30/2024	3.00%	$ 116.32	$ 107.12 - $ 124.63
	$ 339.49	N/A	7/1/2024	6/30/2025	3.00%	$ 119.81	$ 110.33 - $ 128.37
	$ 349.67	N/A	7/1/2025	6/30/2026	3.00%	$ 123.41	$ 113.64 - $ 132.22
	$ 360.16	N/A	7/1/2026	6/30/2027	3.00%	$ 127.11	$ 117.05 - $ 136.19
	$ 292.00	N/A	7/1/2022	6/30/2023		$ 103.05	$ 94.00 - $ 110.00
	$ 300.76	N/A	7/1/2023	6/30/2024	3.00%	$ 106.15	$ 96.82 - $ 113.30
	$ 309.78	N/A	7/1/2024	6/30/2025	3.00%	$ 109.33	$ 99.72 - $ 116.70
	$ 319.08	N/A	7/1/2025	6/30/2026	3.00%	$ 112.61	$ 102.72 - $ 120.20
	$ 328.65	N/A	7/1/2026	6/30/2027	3.00%	$ 115.99	$ 105.80 - $ 123.81
	$ 254.00	N/A	7/1/2022	6/30/2023		$ 89.64	$ 76.00 - $ 97.00
	$ 261.62	N/A	7/1/2023	6/30/2024	3.00%	$ 92.33	$ 78.28 - $ 99.91
	$ 269.47	N/A	7/1/2024	6/30/2025	3.00%	$ 95.10	$ 80.63 - $ 102.91
	$ 277.55	N/A	7/1/2025	6/30/2026	3.00%	$ 97.95	$ 83.05 - $ 105.99
	$ 285.88	N/A	7/1/2026	6/30/2027	3.00%	$ 100.89	$ 85.54 - $ 109.17
	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 66.00 - $ 87.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 67.98 - $ 89.61
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 70.02 - $ 92.30
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 72.12 - $ 95.07
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 74.28 - $ 97.92
	$ 198.00	N/A	7/1/2022	6/30/2023		$ 69.88	$ 55.00 - $ 80.00
	$ 203.94	N/A	7/1/2023	6/30/2024	3.00%	$ 71.98	$ 56.65 - $ 82.40
	$ 210.06	N/A	7/1/2024	6/30/2025	3.00%	$ 74.13	$ 58.35 - $ 84.87
	$ 216.36	N/A	7/1/2025	6/30/2026	3.00%	$ 76.36	$ 60.10 - $ 87.42
	$ 222.85	N/A	7/1/2026	6/30/2027	3.00%	$ 78.65	$ 61.90 - $ 90.04

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	$ 170.00	N/A	7/1/2022	6/30/2023		$ 60.00	$ 52.00 - $ 66.00
	$ 175.10	N/A	7/1/2023	6/30/2024	3.00%	$ 61.80	$ 53.56 - $ 67.98
	$ 180.35	N/A	7/1/2024	6/30/2025	3.00%	$ 63.65	$ 55.17 - $ 70.02
	$ 185.76	N/A	7/1/2025	6/30/2026	3.00%	$ 65.56	$ 56.82 - $ 72.12
	$ 191.34	N/A	7/1/2026	6/30/2027	3.00%	$ 67.53	$ 58.53 - $ 74.28
	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 47.00 - $ 59.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 48.41 - $ 60.77
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 49.86 - $ 62.59
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 51.36 - $ 64.47
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 52.90 - $ 66.41
	$ 132.00	N/A	7/1/2022	6/30/2023		$ 46.59	$ 41.00 - $ 52.00
;ontract	$ 135.96	N/A	7/1/2023	6/30/2024	3.00%	$ 47.98	$ 42.23 - $ 53.56
oses,	$ 140.04	N/A	7/1/2024	6/30/2025	3.00%	$ 49.42	$ 43.50 - $ 55.17
;ate)	$ 144.24	N/A	7/1/2025	6/30/2026	3.00%	$ 50.91	$ 44.80 - $ 56.82
	$ 148.57	N/A	7/1/2026	6/30/2027	3.00%	$ 52.43	$ 46.15 - $ 58.53
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 33.00 - $ 44.00
;ontract	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 33.99 - $ 45.32
oses,	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 35.01 - $ 46.68
;ate)	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 36.06 - $ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 37.14 - $ 49.52
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 20.00 - $ 33.00
;ontract	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 20.60 - $ 33.99
oses,	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 21.22 - $ 35.01
;ate)	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 21.85 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 22.51 - $ 37.14
	$ 299.00	N/A	7/1/2022	6/30/2023		$ 105.52	$ 105.00 - $ 140.00
	$ 307.97	N/A	7/1/2023	6/30/2024	3.00%	$ 108.69	$ 108.15 - $ 144.20
	$ 317.21	N/A	7/1/2024	6/30/2025	3.00%	$ 111.95	$ 111.39 - $ 148.53
	$ 326.73	N/A	7/1/2025	6/30/2026	3.00%	$ 115.31	$ 114.74 - $ 152.98
	$ 336.53	N/A	7/1/2026	6/30/2027	3.00%	$ 118.77	$ 118.18 - $ 157.57
	$ 359.00	N/A	7/1/2022	6/30/2023		$ 126.70	$ 97.00 - $ 113.00
	$ 369.77	N/A	7/1/2023	6/30/2024	3.00%	$ 130.50	$ 99.91 - $ 116.39
	$ 380.86	N/A	7/1/2024	6/30/2025	3.00%	$ 134.42	$ 102.91 - $ 119.88
	$ 392.29	N/A	7/1/2025	6/30/2026	3.00%	$ 138.45	$ 105.99 - $ 123.48
	$ 404.06	N/A	7/1/2026	6/30/2027	3.00%	$ 142.60	$ 109.17 - $ 127.18

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	$ 267.00	N/A	7/1/2022	6/30/2023		$ 94.23	$ 75.00 - $ 107.00
	$ 275.01	N/A	7/1/2023	6/30/2024	3.00%	$ 97.06	$ 77.25 - $ 110.21
	$ 283.26	N/A	7/1/2024	6/30/2025	3.00%	$ 99.97	$ 79.57 - $ 113.52
	$ 291.76	N/A	7/1/2025	6/30/2026	3.00%	$ 102.97	$ 81.95 - $ 116.92
	$ 300.51	N/A	7/1/2026	6/30/2027	3.00%	$ 106.06	$ 84.41 - $ 120.43
	$ 244.00	N/A	7/1/2022	6/30/2023		$ 86.11	$ 70.00 - $ 96.00
	$ 251.32	N/A	7/1/2023	6/30/2024	3.00%	$ 88.70	$ 72.10 - $ 98.88
	$ 258.86	N/A	7/1/2024	6/30/2025	3.00%	$ 91.36	$ 74.26 - $ 101.85
	$ 266.63	N/A	7/1/2025	6/30/2026	3.00%	$ 94.10	$ 76.49 - $ 104.90
	$ 274.62	N/A	7/1/2026	6/30/2027	3.00%	$ 96.92	$ 78.79 - $ 108.05
	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 70.00 - $ 107.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 72.10 - $ 110.21
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 74.26 - $ 113.52
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 76.49 - $ 116.92
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 78.79 - $ 120.43
	$ 207.00	N/A	7/1/2022	6/30/2023		$ 73.06	$ 53.00 - $ 88.00
contract	$ 213.21	N/A	7/1/2023	6/30/2024	3.00%	$ 75.25	$ 54.59 - $ 90.64
oses,	$ 219.61	N/A	7/1/2024	6/30/2025	3.00%	$ 77.50	$ 56.23 - $ 93.36
ate)	$ 226.19	N/A	7/1/2025	6/30/2026	3.00%	$ 79.83	$ 57.91 - $ 96.16
	$ 232.98	N/A	7/1/2026	6/30/2027	3.00%	$ 82.22	$ 59.65 - $ 99.04
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 51.00 - $ 88.00
contract	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 52.53 - $ 90.64
oses,	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 54.11 - $ 93.36
ate)	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 55.73 - $ 96.16
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 57.40 - $ 99.04
	$ 148.00	N/A	7/1/2022	6/30/2023		$ 52.23	$ 37.00 - $ 64.00
	$ 152.44	N/A	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 38.11 - $ 65.92
	$ 157.01	N/A	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 39.25 - $ 67.90
	$ 161.72	N/A	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 40.43 - $ 69.93
	$ 166.58	N/A	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 41.64 - $ 72.03
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 - $ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 - $ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 - $ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 - $ 37.14

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	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 273.00	N/A	7/1/2022	6/30/2023		$ 96.35	$ 85.00 -	$ 103.00
	$ 281.19	N/A	7/1/2023	6/30/2024	3.00%	$ 99.24	$ 87.55 -	$ 106.09
	$ 289.63	N/A	7/1/2024	6/30/2025	3.00%	$ 102.22	$ 90.18 -	$ 109.27
	$ 298.31	N/A	7/1/2025	6/30/2026	3.00%	$ 105.28	$ 92.88 -	$ 112.55
	$ 307.26	N/A	7/1/2026	6/30/2027	3.00%	$ 108.44	$ 95.67 -	$ 115.93
	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 50.00 -	$ 70.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 51.50 -	$ 72.10
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 53.05 -	$ 74.26
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 54.64 -	$ 76.49
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 56.28 -	$ 78.79
	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 37.00 -	$ 65.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 38.11 -	$ 66.95
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 39.25 -	$ 68.96
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 40.43 -	$ 71.03
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 41.64 -	$ 73.16
	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 53.00 -	$ 68.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 54.59 -	$ 70.04
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 56.23 -	$ 72.14
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 57.91 -	$ 74.31
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 59.65 -	$ 76.53
	$ 123.00	N/A	7/1/2022	6/30/2023		$ 43.41	$ 35.00 -	$ 49.00
	$ 126.69	N/A	7/1/2023	6/30/2024	3.00%	$ 44.71	$ 36.05 -	$ 50.47
	$ 130.49	N/A	7/1/2024	6/30/2025	3.00%	$ 46.05	$ 37.13 -	$ 51.98
	$ 134.41	N/A	7/1/2025	6/30/2026	3.00%	$ 47.43	$ 38.25 -	$ 53.54
	$ 138.44	N/A	7/1/2026	6/30/2027	3.00%	$ 48.86	$ 39.39 -	$ 55.15

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	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 42.00 - $ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 43.26 - $ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 44.56 - $ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 45.89 - $ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 47.27 - $ 61.90
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 32.00 - $ 44.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 32.96 - $ 45.32
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 33.95 - $ 46.68
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 34.97 - $ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 36.02 - $ 49.52
	$ 109.00	N/A	7/1/2022	6/30/2023		$ 38.47	$ 33.00 - $ 44.00
	$ 112.27	N/A	7/1/2023	6/30/2024	3.00%	$ 39.62	$ 33.99 - $ 45.32
	$ 115.64	N/A	7/1/2024	6/30/2025	3.00%	$ 40.81	$ 35.01 - $ 46.68
	$ 119.11	N/A	7/1/2025	6/30/2026	3.00%	$ 42.04	$ 36.06 - $ 48.08
	$ 122.68	N/A	7/1/2026	6/30/2027	3.00%	$ 43.30	$ 37.14 - $ 49.52
	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 24.00 - $ 35.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 24.72 - $ 36.05
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 25.46 - $ 37.13
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 26.23 - $ 38.25
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 27.01 - $ 39.39
	$ 128.00	N/A	7/1/2022	6/30/2023		$ 45.17	$ 34.00 - $ 53.00
	$ 131.84	N/A	7/1/2023	6/30/2024	3.00%	$ 46.53	$ 35.02 - $ 54.59
	$ 135.80	N/A	7/1/2024	6/30/2025	3.00%	$ 47.93	$ 36.07 - $ 56.23
	$ 139.87	N/A	7/1/2025	6/30/2026	3.00%	$ 49.36	$ 37.15 - $ 57.91
	$ 144.07	N/A	7/1/2026	6/30/2027	3.00%	$ 50.84	$ 38.27 - $ 59.65
	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 20.00 - $ 37.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 20.60 - $ 38.11
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 21.22 - $ 39.25
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 21.85 - $ 40.43
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 22.51 - $ 41.64
	$ 164.00	N/A	7/1/2022	6/30/2023		$ 57.88	$ 48.00 - $ 64.00
	$ 168.92	N/A	7/1/2023	6/30/2024	3.00%	$ 59.62	$ 49.44 - $ 65.92
	$ 173.99	N/A	7/1/2024	6/30/2025	3.00%	$ 61.40	$ 50.92 - $ 67.90
	$ 179.21	N/A	7/1/2025	6/30/2026	3.00%	$ 63.25	$ 52.45 - $ 69.93
	$ 184.58	N/A	7/1/2026	6/30/2027	3.00%	$ 65.14	$ 54.02 - $ 72.03

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	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 38.00 -	$ 58.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 39.14 -	$ 59.74
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 40.31 -	$ 61.53
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 41.52 -	$ 63.38
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 42.77 -	$ 65.28
	$ 120.00	N/A	7/1/2022	6/30/2023		$ 42.35	$ 34.00 -	$ 48.00
	$ 123.60	N/A	7/1/2023	6/30/2024	3.00%	$ 43.62	$ 35.02 -	$ 49.44
	$ 127.31	N/A	7/1/2024	6/30/2025	3.00%	$ 44.93	$ 36.07 -	$ 50.92
	$ 131.13	N/A	7/1/2025	6/30/2026	3.00%	$ 46.28	$ 37.15 -	$ 52.45
	$ 135.06	N/A	7/1/2026	6/30/2027	3.00%	$ 47.67	$ 38.27 -	$ 54.02

ɔy staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

(1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

ırly rate. For classifications only, enter the average hourly rate for that classification.

vage with an asterisks (*)

f this Exhibit

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Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Contract No. _____ Date: 11/3/2022

)THER DIRECT COST ITEMS (Add additional pages as necessary)				
em	Quantity	Unit	Unit Cost	Total
		Miles	IRS Rate	$ -
		Sheet	Cost	$ -
		Sheet	Cost	$ -
		Each	Cost	$ -
		Each	Cost	$ -
		Each	Cost	$ -
		Cost	Cost	$ -
		Cost	Cost	$ -
:iates				$ -
ions				$ -
ering Group				$ -

s. These costs should be competitive in their respective industries and supported with appropriate documentations.
ntly billed regardless of client and contract type.
se, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
nbursed at actual cost with supporting documentation (invoice)
red "tools of the trade" are not reimburseable as other direct cost.
ved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

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Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan

Title *: Vice President

Signature: R. M. Brogan

Date of Certification: 11/3/2022

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, 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 _____, 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.

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.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. 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, 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.

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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 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:

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

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.

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.

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.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 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 Part 31 or 2 CFR Part 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 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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. 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 CONSUTANT, 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.

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 Part 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

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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.

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

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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.

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.

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.

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 bidding 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 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

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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 Part 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.

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 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:

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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.

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

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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 prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime 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 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

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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.

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.

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

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to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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.

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.

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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 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 subconsultants 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 Part 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.

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

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.

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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 List System maintained by the U.S. General Services Administration are to be determined by FHWA.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110 www.aseroins.com License No. 0A91339	CONTACT NAME: Asero Insurance Services PHONE (A/C, No, Ext): 866-966-8928 FAX (A/C, No): 408-271-1802 E-MAIL ADDRESS: certs@aseroins.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Valley Forge Insurance Company — 20508 INSURER B: Continental Casualty Company — 20443 INSURER C: Continental Insurance Company — 35289 INSURER D: National Fire Insurance Co of Hartford — 20478 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 73290792 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	6078951385	9/15/2022	9/15/2023	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	Deductible - None						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	☐ OTHER:							$
B	AUTOMOBILE LIABILITY	✓	✓	6078951371	9/15/2022	9/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Ded: $1,000	$
C	✓ UMBRELLA LIAB ✓ OCCUR			6078951399	9/15/2022	9/15/2023	EACH OCCURRENCE	$9,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$9,000,000
	☐ DED ☐ RETENTION $0						Deductible - None	$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	✓	6078951418	9/15/2022	9/15/2023	✓ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory In NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Leased,Borrowed Or Rented Equipment			6078951385	9/15/2022	9/15/2023	Per Item Limit: $200,000 Per Occurrence Limit: $200,000	
A	Restoration of Media Coverage (Valuable Papers)			6078951385	9/15/2022	9/15/2023	Limit/ Deductible: $1,000,000/$5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

22-00231
Re: Mariposa Co- On Call A&E
County of Mariposa its officers, officials, employees, and volunteers, named as additional insureds

The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

22-00231

County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Longwello

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AGENCY CUSTOMER ID: MARKT-1

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Asero Insurance Services	Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: County of Mariposa

ADDRESS: 4639 Ben Hur Road Mariposa, CA 95338

Commercial General Liability Blanket Additional Insured - Owners, Lessees Or Contractors - With Products-Completed Operations Coverage Endorsement and Primary and Noncontributory Insurance as required by written contract per attached form CNA75079XX (10-16).

Commercial General Liability Waiver Of Transfer Of Rights Of Recovery Against Others To The Insurer Endorsement as required by written contract per attached form CNA75008XX (10-16).

Commercial Auto Liability Additional Insured - Primary And Non-Contributory as required by written contract per attached form CNA71527XX (Ed. 10/12).

Commercial Auto Liability Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) as required by written contract per attached form CA 04 44 10 13.

Workers' Compensation Blanket Waiver Of Our Right To Recover From Others as required by written contract per attached form G-19160-B (Ed. 11/97).

*Subject To Policies Terms, Conditions, and Exclusions

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ATTACHMENT

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CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6078951385
Endorsement No:
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

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CNA

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organizations with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6078951385
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

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DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
"Any person or organization that you are required by written contract to make an additional insured under this insurance is an "insured", but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an "insured" for Liability Coverage under Section II – Who Is An Insured of this Coverage Form."

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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POLICY NUMBER: 6078951371

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

Endorsement Effective Date: 09/15/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

DocuSign

Certificate Of Completion

Envelope Id: FF78E8F9B104496CBD059F7AFC6C611E
Status: Completed
Subject: Complete with DocuSign: PW- Agreement -Mark Thomas - On Call Eng Services 3-6-23.pdf
Source Envelope:
Document Pages: 49
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
3/6/2023 2:47:47 PM
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Clerk-bos@mariposacounty.org
Location: DocuSign

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Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 2:49:54 PM Viewed: 3/6/2023 3:36:27 PM Signed: 3/6/2023 3:36:39 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:36:42 PM Viewed: 3/6/2023 3:39:36 PM Signed: 3/6/2023 3:40:01 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:40:04 PM Viewed: 3/6/2023 5:05:42 PM Signed: 3/6/2023 5:06:08 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Ed Noriega enoriega@markthomas.com Division Manager - Associate Principal Mark Thomas and Company, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Ed Noriega D3204E678B6B4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.238.211.55	Sent: 3/6/2023 5:06:11 PM Resent: 3/7/2023 7:38:10 AM Viewed: 3/7/2023 12:58:41 PM Signed: 3/7/2023 1:00:04 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 12:58:41 PM ID: 3c5ec909-296a-4387-baba-05465a41897f		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 1:00:08 PM Viewed: 3/7/2023 1:01:17 PM Signed: 3/7/2023 1:01:24 PM

Electronic Record and Signature Disclosure:
Accepted: 12/30/2022 10:48:53 AM
ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2023 2:49:55 PM
Certified Delivered	Security Checked	3/7/2023 1:01:17 PM
Signing Complete	Security Checked	3/7/2023 1:01:24 PM
Completed	Security Checked	3/7/2023 1:01:24 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

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Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Mark Thomas Task Order No. 2
Indian Peak Bridge

Date: August 14th 2023

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa County ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare preliminary plans for the replacement of the Indian Peak Road Bridge over Italian Creek. Work includes Tasks 1-7: (1) Project Management/Coordination, (2) Surveys/Mapping, (3) Field Investigations/Geotechnical Research, (4) Utility Coordination, (5) Environmental Permitting, (6) Right of Way Acquisition Support, (7) Preliminary Design.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $334,217.

Funding Source	5511-350-70331
Payment Schedule	Monthly
Notice to Proceed	The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Ed Noriega
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...
Steven W. Dahlem
County Counsel

DocuSign Envelope ID: 9CEEDA10-795A-4009-9911-F04BCA9F2318

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

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Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Mark Thomas Task Order No. 3
Harris Road Bridge

Date: August 14, 2023

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa County ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare preliminary plans for the replacement of the Harris Road Bridge over East Fork Chowchilla River. Work includes Tasks 1-7: (1) Project Management/Coordination, (2) Surveys/Mapping, (3) Field Investigations/Geotechnical Research, (4) Utility Coordination, (5) Environmental Permitting, (6) Right of Way Acquisition Support, (7) Preliminary Design.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $357,731.

Funding Source	5511-350-70331
Payment Schedule	Monthly
Notice to Proceed	The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Ed Noriega
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416FD6B394BF...
Steven W. Dahlem
County Counsel

DocuSign Envelope ID: D92325BA-E549-492D-9961-6D9562EC4C1F

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Mark Thomas Task Order No. 4
Leonard Road Surfacing Project

Date: July 27, 2023

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa County ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare environmental technical studies for the Leonard Road Surfacing Project. Work includes Tasks 1-3: (1) Project Management/Coordination, (2) Initial Site Assessment, (3) Community Impact Assessment Memorandum.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $35,987.

Funding Source	5511-350-70331
Payment Schedule	Monthly
Notice to Proceed	The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

DocuSigned by:
Tay D Kill
2E01D0C6E7564A5...
Dallin Kimble
County Administrative Officer

CONTRACTOR

DocuSigned by:
Ed Noriega
D3204E678B6B4DF...
Mark Thomas

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B304BF...
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-22

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Task Order No. 6 with Mark Thomas for Courthouse Sidewalk and Lighting Design Services in the Amount of $98,438; and Authorize the Board of Supervisors Chair to Sign the Task Order

---

RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 6 with Mark Thomas for Courthouse Sidewalk and Lighting Design Services in the Amount of $98,438; and Authorize the Board of Supervisors Chair to Sign the Task Order.

The services include design of lighting around the Courthouse block and construction of sidewalk on Jones Street. The Courthouse lawn is a place where people can come together, socialize and build a sense of community. There are numerous events held on the lawn throughout the year and to make the space even more welcoming and attractive, Public Works proposes to construct a sidewalk adjacent to the Courthouse parking on Jones Street and install decorative lighting around the block. The chain-link fence will be removed and new sidewalk, curb& gutter constructed. No trees will be removed. ADA parking spaces will be constructed and a proper ramp connecting the rear entrance of the Courthouse to the proposed sidewalk installed. New lights will enhance safety and help pedestrians navigate in low-light conditions. All lights will be DarkSky compliant. The poles and luminaries will match those recently installed Downtown.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, the Board adopted Resolution 2023-98 approving an On Call Contract with Mark Thomas for Civil Engineering Service.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and staff will need to find an alternative design method for the Courthouse Lighting. Public Works has several poles in its maintenance yard, and it's better to install them and derive value from their use rather than have them remain in storage.

FINANCIAL IMPACT

Costs for the lights are funded by Mariposa Lighting District. Sidewalk improvements on Jones Street will be funded by 5502.

ATTACHMENTS

1. **MT - Task Order 6 Packet**
2. **Mark Thomas - On Call Eng Services (24)**
3. **Mark Thomas Task Order No. 2**

4. **Mark Thomas Task Order No. 3**
5. **Mark Thomas Task Order No. 4**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Mark Thomas Task Order No. 6 Date: _____
Mariposa County Courthouse – Lighting Project

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa County ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare preliminary design reports for the Courthouse Lighting Project. Work includes Tasks 1-4: (1) Project Management/Coordination, (2) Surveys/Mapping, (3) Utility Coordination, (4) Geometric Approval Drawings.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $98,438.

Funding Source 3318-304-60301
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisor

CONTRACTOR

_____
Ed Noriega
Mark Thomas

APPROVED AS TO FORM:

_____
Danielle Bondshu,
Clerk of the Board

_____
Steven W. Dahlem
County Counsel

SCOPE OF WORK

PART 1. DESIGN AND DEVELOPMENT TASKS

TASK 1. PROJECT MANAGEMENT/COORDINATION

Task 1.1. Project Development Team Meetings

Mark Thomas, with input from the County, will establish Project Development Team (PDT) meetings for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one project kick-off and four County PDT meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

Task 1.2. Client/Agency Coordination

This task will include ongoing general project coordination with the County and other applicable agencies. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

Task 1.3. Monthly Progress Reports

Mark Thomas will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Accompanying the spreadsheet will be a brief written summary. This scope assumes a total of 4 monthly progress reports.

Task 1.4. Quality Assurance/Quality Control

Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

TASK DELIVERABLES

- Agenda and Minutes for each PDT meeting (4 total)
- Monthly Project Summary (4 Total)

TASK 2. SURVEYS/MAPPING

Task 2.1. Data Gathering/Review

NorthStar Engineering Group, Inc. (NSE) will research existing horizontal and vertical control monuments in the vicinity of the project to be used for the basis of the project. NSE will perform research of relevant land and survey records at

the County to locate all necessary survey and land ownership records including parcel maps, subdivision maps, records of survey, corner records, and County surveys required to complete the field survey, and for analysis, determination, and delineation of the existing land net. Research will be limited to public information.

Task 2.2. Design Surveys

NorthStar Engineering Group, Inc. (NSE) will perform Topographic and Right-of-Way Surveys to provide design control and Right-of-Way Mapping for the project. We will set horizontal and vertical control points for project mapping in accordance with County horizontal and vertical control requirements.

All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California.

The horizontal datum will be based on the current record mapping and will be based on the nearest control. The vertical datum shall be based on the nearest existing Benchmark with a reference elevation based on the North American Vertical Datum of 1988 (NAVD88). Closed network bench loops will be run through the site control monuments.

NSE will perform field surveys to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. We will perform calculations for the right-of-way based on the found monumentation and lines of occupation located with the field survey.

NSE will perform detailed field surveys of the existing roadway corridors, physical improvements, visible utilities, and drainage features as necessary for the project designs. Conventional surveys will be performed to supplement and to survey tie-in points to ensure an accurate design and smooth transitions for the surface improvements and conforms. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps.

The Topographic Survey mapping will include the following features needed to complete the design depicting existing visible improvements and utilities. The mapping will be prepared and delivered in an AutoCAD 2020 digital format. The design surveys include:

- Existing pavement and utilities located within the project limits
- Existing pavement profile
- Existing ground elevations
- Drainage features, as necessary, within the project limits
- Physical improvements located within the project limits
- Visible utilities located within the project limits
- Wet utility inverts where accessible
- Existing road fronting the project
- Lines of occupation including fences, structures, and apparent encroachments
- Trees (6" or larger)/Limits of tree clusters
- Utility paint marks painted by USA
- Structures.

The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. The CAD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.

Task 2.3. ROW Retracement Surveys

NSE will perform an ownership boundary retracement survey. We will search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates for the rights-of-way and centerlines.

Task 2.4. Prepare Landnet/ Survey Control

NSE will prepare a land net map to depict the condition of existing property ownership boundaries, lines, and monuments. Effort entails completion of work activities required to analyze, determine, and delineate a single land net that encompasses the whole project. The land net map will be developed in a CADD drawing file and delineate existing property ownerships and monuments. This task does not include calculations or delineation of new parcels or ownership lines and does not include acquisition and review of preliminary title reports. Parcel lines will be shown as delineated on the County's assessor parcel maps or as shown on record subdivision maps, parcel maps, corner records, and record of survey maps.

TASK DELIVERABLES

- Digital Terrain Model and Land Net Drawing (AutoCad 2020) submitted through file transfer site

TASK 3. UTILITY COORDINATION

Task 3.1. Utility Coordination

Mark Thomas will prepare and mail (on County letterhead) "A" and "B" Utility letters. Using USA North, a list of potential utility companies in the project vicinity will be prepared. Mark Thomas will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. It is anticipated that there will be no utility relocations associated with the project. If conflicting utilities are identified, Mark Thomas will inform the County and request additional services to coordinate the design and relocation of affected utilities.

TASK DELIVERABLES

- Utility A and B Letters for County Signature

TASK 4. GEOMETRIC APPROVAL DRAWINGS - 30% PLANS

Task 4.1.1. Roadway

The 30% Plan Submittal will serve as the Geometric Approval Drawings and will be strip map drawings used to show the project area with enough detail for the County to give the authorization for Mark Thomas to begin the construction drawings.

Task 4.1.2. Lighting

JLB's team will prepare a preliminary design 30% for review and discussion with the County's representatives. The preliminary design will be based upon acceptable standards for lighting design including the County's design criteria.

Task 4.2. 60% Plans

The Mark Thomas team will complete the design tasks for final plans, specifications, and estimates for the project. Plans shall be prepared in AutoCAD (using Civil 3D) to County format and shall be submitted at the 60%, 90%, and 100% stages of design. The following sheets are anticipated for each plan package:

Description	Scale	Sheet Count
Title Sheet	n/a	1
General Notes	n/a	1
Typical Cross Sections	n/a	1
Layout	1"=20'	2
Construction Details	Varies	2
Utility Plans	1"=20'	2
Lighting	Varies	5
Total Sheets		**14**

Task 4.2.1. Roadway

This submittal represents a complete set of "unchecked" plans. Mark Thomas will prepare a complete set of construction plans in accordance with the County's standards. The content will represent a biddable plan set; it has not been through our QC checklist.

Task 4.2.2. Lighting

JLB will develop design plans in accordance with the County of Mariposa drafting standards, format, and conventions. Final plans will be computer-drafted in AutoCAD format and comply with the County of Mariposa's latest standard plans and specifications.

Task 4.3. 90% Plans

Task 4.3.1. Roadway

This submittal represents a complete final PS&E, biddable plan package. Major design features have been reviewed; however, because of the review comments received for the 60% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor "clean-up" revisions will occur. Plans are at the level ready for a detailed quality control check and ready for utility companies to begin relocation design ("B" Plans). Mark Thomas will perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. Mark Thomas will perform, with a senior engineer, an in-house quality control check of the product.

Task 4.3.2. Lighting

County comments from the 60% submittal will be addressed and incorporated into the 90% design. JLB will verify that the project's final design is compatible with known utilities in the project area to be installed, relocated, adjusted, or otherwise modified, including adding utility relocation windows into the construction schedule, as necessary.

Task 4.4. 100% Plans

Task 4.4.1. Roadway

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the County project manager can verify that the previous comments were incorporated and no internal County circulation is required.

Task 4.4.2. Lighting

County comments from the 90% submittal will be addressed and incorporated into the final design. JLB will attend a meeting with County staff to discuss 90% PS&E submittal comments. JLB will finalize PS&E for bidding.

Task 4.5. Special Provisions

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at the 60%, 90% and the 100% plan reviews.

Task 4.6. Estimates

Mark Thomas will prepare preliminary construction cost estimates and submit them with each plan submittal. This estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual.

DELIVERABLES

- Project Plans (60%, 90%, 100% - 24x36 Hard copy and PDF Submittal)
- Special Provision (60%, 90%, 100% - Word and PDF)
- Construction Cost Estimate (60%, 90%, 100% - Excel and PDF)
- Auto CAD (2022 Version)

PART 2. BIDDING AND CONSTRUCTION SUPPORT TASKS

TASK 1. ASSISTANCE DURING CONSTRUCTION BIDDING

Task 1.1. Bidding Assistance

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will be bill on a time and materials basis.

TASK 2. DESIGN SUPPORT DURING CONSTRUCTION

Task 2.1. Construction Support

Mark Thomas and subconsultants will provide assistance, as required, to the County during construction of the project. The work may include responding to Request for Information (RFI), reviewing shop drawings, attending construction meetings, etc. An allowance has been provided for Construction Support. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will bill on a time and materials basis.

Task 2.2. Record Drawings

Mark Thomas and subconsultants will provide Record Drawings to the County after construction is complete. These drawings will be based on red-lined as-builts provided by the County construction manager.

DELIVERABLES

- Final Record Drawing

Assumptions:

- ISO illumination studies are not included in the scope of work.
- The Rule 16 for the electrical point of service is assumed to be completed by the County of Mariposa, but JLB will assist the County with the data related to the lighting design.
- The addition of outlet plugs, or other electrical systems is not included in the scope of work; however, the design will include a dual service electrical panel which will provide two 100 amp circuits for a combined 200 amps. The lighting will be connected to one side of the panel and the other side of the panel could then be used by the County for events.

COST PROPOSAL FOR PROJECT SCOPE: Mariposa On-Call (A&E) - COURTHOUSE LIGHTS - Task Order No. 06

MARK THOMAS

		Principal $426	Sr. Engineering Manager $380	Sr. Project Manager $265	Project Manager $214	Technical Lead $214	Sr. Project Engineer $186	Project Engineer $164	Civil Engineering Designer $157	Design Engineer II $142	Design Engineer I $115	Intern $66	Sr. Project Accountant $146	Sr. Project Coordinator $145	Total Hours	Total MT Cost	Subconsultants NORTSTAR	Subconsultants JLB	TOTAL COST
PART 1 - DESIGN AND DEVELOPMENT TASKS																			
1.0	PROJECT MANAGEMENT/COORDINATION																		
1.1	PDT Meetings		4						4						8	$2,148	-	2,072	$4,220
1.2	Client/Agency Coordination		2						8						10	$2,016	-	-	$2,016
1.3	Monthly Progress Reports		2						8						10	$2,016	-	-	$2,016
1.4	Quality Assurance/Quality Control		2			8			4						14	$3,100	-	-	$3,100
	Subtotal Phase 1	0	10	0	0	8	0	0	24	0	0	0	0	0	42	$9,280	$0	$2,072	$11,352
2.0	SURVEY/MAPPING																		
2.1	Data Gathering/Review							4		8					12	$1,792	1,211	-	$3,003
2.2	Design Survey														0	$0	13,800	-	$13,800
2.3	ROW Retracement Surveys														0	$0	4,258	-	$4,258
2.4	Prepare Landnet/Survey Control														0	$0	2,057	-	$2,057
	Subtotal Phase 2	0	0	0	0	0	0	4	0	8	0	0	0	0	12	$1,792	$21,325	$0	$23,117
3.0	UTILITY COORDINATION																		
3.1	Utility Coordination							2	2	12					16	$2,346	-	-	$2,346
	Subtotal Phase 3	0	0	0	0	0	0	2	2	12	0	0	0	0	16	$2,346	$0	$0	$2,346
4.0	FINAL DESIGN - PLANS, SPECS & ESTIMATE (PS&E)																		
4.1	GEOMETRIC APPROVAL DRAWINGS (30%) PLANS																		
4.1.1	30% - Roadway		4				4		16	24		16			64	$9,240	-	-	$9,240
4.1.2	30% - Lighting														0	$0	-	1,836	$1,836
4.2	60% PLANS																		
4.2.1	60% - Roadway		4				8		24	40		40			116	$15,096	-	-	$15,096
4.2.2	60% - Lighting														0	$0	-	2,833	$2,833
4.3	90% PLANS																		
4.3.1	90% - Roadway		4				4		16	24		16			64	$9,240	-	-	$9,240
4.3.2	90% - Lighting														0	$0	-	2,440	$2,440
4.4	100% PLANS																		
4.4.1	100% - Roadway		2				2		4	16		16			40	$5,088	-	-	$5,088
4.4.2	100% - Lighting														0	$0	-	1,065	$1,065
4.5	Special Provisions						8		8						16	$2,744	-	-	$2,744
4.6	Estimates								8	12					20	$2,960	-	-	$2,960
	Subtotal Phase 4	0	14	0	0	0	26	0	76	116	0	88	0	0	320	$44,368	$0	$8,174	$52,542
TASK 2	BIDDING AND CONSTRUCTION SUPPORT																		
2.1	ASSISTANCE DURING CONSTRUCTION BIDDING																		
2.1.1	Bidding Assistance		2				4		4						10	$2,132	-	584	$2,716
2.2	DESIGN SUPPORT DURING CONSTRUCTION																		
2.2.1	Construction Support		4				8		8						20	$4,264	-	1,826	$6,090
2.2.2	Record Drawings														0	$0	-	-	$0
	Subtotal TASK 2	0	6	0	0	0	12	0	12	0	0	0	0	0	30	$6,396	$0	$2,410	$8,806
TOTAL HOURS		0	30	0	0	8	38	6	114	136	0	88	0	0	420				
Anticipated Salary Increases																$0	$0	$0	$0
OTHER DIRECT COSTS																$0	$0	$275	$275
TOTAL COST		$0	$11,400	$0	$0	$1,712	$7,068	$984	$17,898	$19,312	$0	$5,808	$0	$0		$64,182	$21,325	$12,931	$98,438

Please note that the rates shown are for estimating purposes only.
See rate schedule for actual rates/ranges.

12/7/2023

MARKTHO-01 MCDONALDJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Jessica McDonald PHONE (A/C, No, Ext): (925) 918-4535 FAX (A/C, No): E-MAIL ADDRESS: Jessica.McDonald@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose, CA 95134	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : Continental Casualty Company	20443
	INSURER C : Continental Insurance Company	35289
	INSURER D : Lloyd's	NA
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	7040185059	9/15/2023	9/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2023	9/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			7040283234	9/15/2023	9/15/2024	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ $ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	7040274825	9/15/2023	9/15/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability			ACS1126423	7/1/2023	7/1/2024	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
22-00231
22-00231
Re: Mariposa Co- On Call A&E
County of Mariposa its officers, officials, employees, and volunteers, named as additional insureds
The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa,, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Reno Caldwell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): 510- 272-1499 FAX (A/C, No): E-MAIL ADDRESS: Doris.Chambers@AssuredPartners.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Suite 110 San Jose CA 95134 MARKTHOMA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Specialty Insurance Co. — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 921010497** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability & Contractor's Pollution Liability			DPR5014213	7/1/2023	7/1/2024	Per Claim Annual Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: Job No. 22-00231. Mariposa Co-On Call A&E. - Notice of Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason other than nonpayment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non payment of premium, 10 days written notice will be sent to the above.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-98

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with Mark Thomas for On-Call Civil Engineering Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with Mark Thomas for On-Call Civil Engineering Services; Approve Task Order No. 1 for the ATP MES Connectivity Project in the Amount Not to Exceed $423,658; Approve Budget Action Transferring Funds from Roads to 5501 Capital Improvements; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received four responses for Civil Engineering Services from Consur, Dewberry, MGE and Mark Thomas. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to Mark Thomas. This firm will be used for Capital Improvement and work performed by the Roads Division. Future task orders may include the Harris and Indian Peak bridge designs.

Task Order No. 1 is the final design of the ATP MES Connectivity Project. Sidewalks will be constructed on Bullion Street, 6th Street, 7th Street and Jones Street.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 20, 2022, the Board of Supervisors adopted Resolution 22-725 approved an On-Call contract with Black Water Consulting Engineers for Water and Wastewater Services.

On July 12, 2022, the Board of Supervisors adopted Resolution 22-415 authorizing the RFQ for On-Call A&E Consultant Services and authorized the Public Works and Transportation Director to select the consultants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will be required to procure certain professional A&E services by other less efficient methods.

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders. Task Order No. 1 is budgeted in Fund 5501.

DS MR

REF ID# 13818

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ATTACHMENTS:
Mark Thomas Master Contract (PDF)
Mark Thomas Task Order No. 1 (PDF)
Budget Action - FY22-23 Fund 3300 Xfr to 5501 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

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AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of MARCH, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mark Thomas ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2. SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contactors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and the Contractor.

C. The Contractor's staff shall be as listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractor without notification to and prior approval by the County.

D. The Contractor may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual

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performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A, "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Contractor shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

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3. COMPENSATION

A. The total amount payable by the County for all the Agreements combined shall not exceed a cumulative maximum total value of Two Million Dollars ($2,000,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under the On-Call Engineering Agreements through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under any of the Agreements, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Rates can be annually adjusted subject to County's approval for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and 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.

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(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 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 Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to 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 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.

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(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) 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.

(9) 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.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless and indemnify, but not defend, County, its officers, employees, , against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, but only to the extent actually caused by the negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. Contractor has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

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11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Mark Thomas
7571 North Remington Avenue, Suite 102
Fresno, CA 93711

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Rd.
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement,

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Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services."

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

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21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

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27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that all work shall be performed consistent with but limited to the generally accepted professional practices and standards ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Contractors' services except that the services will be performed consistent with the standard of care stipulated herein.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to

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such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Ed Noriega
D3204E678B6B4DF...

Ed Noriega, Division Manager
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
EF6A416E06B304B5...

Steven W. Dahlem
County Counsel

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

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Exhibit 'A'
Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Civil Engineering design and construction support. Work to include:

- Bridge/Structures Design
- Roadway Improvements
- Right of Way Engineering and Survey
- Bicycle/Pedestrian/Trail Improvements
- Traffic and Electrical Engineering
- Landscape Architecture
- Hydrology & Hydraulics
- Surveying
- Environmental Engineering
- Appraisals & Acquisitions

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EXHIBIT B
COST PROPOSAL

Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

any, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Contract No. _____ Participation Amount $ _____ Date: 11/3/2022

Fringe Benefit 92.57% + General & Administrative 58.18%	=	Combined	150.75%
Fringe Benefit ___% + General & Administrative ___%	=	Home Office	___%
Fringe Benefit ___% + General & Administrative ___%	=	Field Office	___%
Fee	=	13%	

CALCULATION INFORMATION

Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
Straight	Overtime	From	To			
$ 405.00	N/A	7/1/2022	6/30/2023		$ 142.93	$ 140.00 - $ 190.00
$ 417.15	N/A	7/1/2023	6/30/2024	3.00%	$ 147.22	$ 144.20 - $ 195.70
$ 429.66	N/A	7/1/2024	6/30/2025	3.00%	$ 151.64	$ 148.53 - $ 201.57
$ 442.55	N/A	7/1/2025	6/30/2026	3.00%	$ 156.19	$ 152.98 - $ 207.62
$ 455.83	N/A	7/1/2026	6/30/2027	3.00%	$ 160.87	$ 157.57 - $ 213.85
$ 361.00	N/A	7/1/2022	6/30/2023		$ 127.41	$ 105.00 - $ 140.00
$ 371.83	N/A	7/1/2023	6/30/2024	3.00%	$ 131.23	$ 108.15 - $ 144.20
$ 382.98	N/A	7/1/2024	6/30/2025	3.00%	$ 135.16	$ 111.39 - $ 148.53
$ 394.47	N/A	7/1/2025	6/30/2026	3.00%	$ 139.22	$ 114.74 - $ 152.98
$ 406.31	N/A	7/1/2026	6/30/2027	3.00%	$ 143.40	$ 118.18 - $ 157.57

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	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 -	$ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 -	$ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 -	$ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 -	$ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 -	$ 126.06
	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 -	$ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 -	$ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 -	$ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 -	$ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 -	$ 126.06
	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 -	$ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 -	$ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 -	$ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 -	$ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 -	$ 110.30
	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 -	$ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 -	$ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 -	$ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 -	$ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 -	$ 110.30
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00 -	$ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86 -	$ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78 -	$ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75 -	$ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78 -	$ 86.66
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00 -	$ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86 -	$ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78 -	$ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75 -	$ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78 -	$ 86.66
	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00 -	$ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62 -	$ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29 -	$ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01 -	$ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78 -	$ 75.41

	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00	$ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62	$ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29	$ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01	$ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78	$ 75.41
	$ 157.00	N/A	7/1/2022	6/30/2023		$ 55.41	$ 50.00	$ 60.00
	$ 161.71	N/A	7/1/2023	6/30/2024	3.00%	$ 57.07	$ 51.50	$ 61.80
	$ 166.56	N/A	7/1/2024	6/30/2025	3.00%	$ 58.78	$ 53.05	$ 63.65
	$ 171.56	N/A	7/1/2025	6/30/2026	3.00%	$ 60.55	$ 54.64	$ 65.56
	$ 176.70	N/A	7/1/2026	6/30/2027	3.00%	$ 62.36	$ 56.28	$ 67.53
	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 37.00	$ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 38.11	$ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 39.25	$ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 40.43	$ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 41.64	$ 61.90
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 30.00	$ 45.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 30.90	$ 46.35
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 31.83	$ 47.74
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 32.78	$ 49.17
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 33.77	$ 50.65
	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 41.00	$ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 42.23	$ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 43.50	$ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 44.80	$ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 46.15	$ 61.90
	$ 113.00	N/A	7/1/2022	6/30/2023		$ 39.88	$ 36.00	$ 45.00
	$ 116.39	N/A	7/1/2023	6/30/2024	3.00%	$ 41.08	$ 37.08	$ 46.35
	$ 119.88	N/A	7/1/2024	6/30/2025	3.00%	$ 42.31	$ 38.19	$ 47.74
	$ 123.48	N/A	7/1/2025	6/30/2026	3.00%	$ 43.58	$ 39.34	$ 49.17
	$ 127.18	N/A	7/1/2026	6/30/2027	3.00%	$ 44.89	$ 40.52	$ 50.65
	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 28.00	$ 35.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 28.84	$ 36.05
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 29.71	$ 37.13
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 30.60	$ 38.25
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 31.51	$ 39.39

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	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 39.00 -	$ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 40.17 -	$ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 41.38 -	$ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 42.62 -	$ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 43.89 -	$ 61.90
	$ 92.00	N/A	7/1/2022	6/30/2023		$ 32.47	$ 23.00 -	$ 40.00
	$ 94.76	N/A	7/1/2023	6/30/2024	3.00%	$ 33.44	$ 23.69 -	$ 41.20
	$ 97.60	N/A	7/1/2024	6/30/2025	3.00%	$ 34.45	$ 24.40 -	$ 42.44
	$ 100.53	N/A	7/1/2025	6/30/2026	3.00%	$ 35.48	$ 25.13 -	$ 43.71
	$ 103.55	N/A	7/1/2026	6/30/2027	3.00%	$ 36.54	$ 25.89 -	$ 45.02
	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00 -	$ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48 -	$ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97 -	$ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48 -	$ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01 -	$ 30.39
	$ 314.00	N/A	7/1/2022	6/30/2023		$ 110.82	$ 96.00 -	$ 118.00
	$ 323.42	N/A	7/1/2023	6/30/2024	3.00%	$ 114.14	$ 98.88 -	$ 121.54
	$ 333.12	N/A	7/1/2024	6/30/2025	3.00%	$ 117.57	$ 101.85 -	$ 125.19
	$ 343.12	N/A	7/1/2025	6/30/2026	3.00%	$ 121.09	$ 104.90 -	$ 128.94
	$ 353.41	N/A	7/1/2026	6/30/2027	3.00%	$ 124.73	$ 108.05 -	$ 132.81
	$ 238.00	N/A	7/1/2022	6/30/2023		$ 84.00	$ 74.00 -	$ 90.00
	$ 245.14	N/A	7/1/2023	6/30/2024	3.00%	$ 86.52	$ 76.22 -	$ 92.70
	$ 252.49	N/A	7/1/2024	6/30/2025	3.00%	$ 89.11	$ 78.51 -	$ 95.48
	$ 260.07	N/A	7/1/2025	6/30/2026	3.00%	$ 91.78	$ 80.86 -	$ 98.35
	$ 267.87	N/A	7/1/2026	6/30/2027	3.00%	$ 94.54	$ 83.29 -	$ 101.30
	$ 211.00	N/A	7/1/2022	6/30/2023		$ 74.47	$ 64.00 -	$ 81.00
	$ 217.33	N/A	7/1/2023	6/30/2024	3.00%	$ 76.70	$ 65.92 -	$ 83.43
	$ 223.85	N/A	7/1/2024	6/30/2025	3.00%	$ 79.00	$ 67.90 -	$ 85.93
	$ 230.57	N/A	7/1/2025	6/30/2026	3.00%	$ 81.37	$ 69.93 -	$ 88.51
	$ 237.48	N/A	7/1/2026	6/30/2027	3.00%	$ 83.81	$ 72.03 -	$ 91.17
	$ 186.00	N/A	7/1/2022	6/30/2023		$ 65.64	$ 57.00 -	$ 72.00
	$ 191.58	N/A	7/1/2023	6/30/2024	3.00%	$ 67.61	$ 58.71 -	$ 74.16
	$ 197.33	N/A	7/1/2024	6/30/2025	3.00%	$ 69.64	$ 60.47 -	$ 76.38
	$ 203.25	N/A	7/1/2025	6/30/2026	3.00%	$ 71.73	$ 62.29 -	$ 78.68
	$ 209.34	N/A	7/1/2026	6/30/2027	3.00%	$ 73.88	$ 64.15 -	$ 81.04

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	$ 172.00	N/A	7/1/2022	6/30/2023		$ 60.70	$ 49.00 -	$ 68.00
	$ 177.16	N/A	7/1/2023	6/30/2024	3.00%	$ 62.52	$ 50.47 -	$ 70.04
	$ 182.47	N/A	7/1/2024	6/30/2025	3.00%	$ 64.40	$ 51.98 -	$ 72.14
	$ 187.95	N/A	7/1/2025	6/30/2026	3.00%	$ 66.33	$ 53.54 -	$ 74.31
	$ 193.59	N/A	7/1/2026	6/30/2027	3.00%	$ 68.32	$ 55.15 -	$ 76.53
	$ 147.00	N/A	7/1/2022	6/30/2023		$ 51.88	$ 42.00 -	$ 58.00
	$ 151.41	N/A	7/1/2023	6/30/2024	3.00%	$ 53.44	$ 43.26 -	$ 59.74
	$ 155.95	N/A	7/1/2024	6/30/2025	3.00%	$ 55.04	$ 44.56 -	$ 61.53
	$ 160.63	N/A	7/1/2025	6/30/2026	3.00%	$ 56.69	$ 45.89 -	$ 63.38
	$ 165.45	N/A	7/1/2026	6/30/2027	3.00%	$ 58.39	$ 47.27 -	$ 65.28
	$ 125.00	N/A	7/1/2022	6/30/2023		$ 44.12	$ 37.00 -	$ 50.00
	$ 128.75	N/A	7/1/2023	6/30/2024	3.00%	$ 45.44	$ 38.11 -	$ 51.50
	$ 132.61	N/A	7/1/2024	6/30/2025	3.00%	$ 46.80	$ 39.25 -	$ 53.05
	$ 136.59	N/A	7/1/2025	6/30/2026	3.00%	$ 48.21	$ 40.43 -	$ 54.64
	$ 140.69	N/A	7/1/2026	6/30/2027	3.00%	$ 49.65	$ 41.64 -	$ 56.28
	$ 153.00	N/A	7/1/2022	6/30/2023		$ 54.00	$ 42.00 -	$ 62.00
	$ 157.59	N/A	7/1/2023	6/30/2024	3.00%	$ 55.62	$ 43.26 -	$ 63.86
	$ 162.32	N/A	7/1/2024	6/30/2025	3.00%	$ 57.29	$ 44.56 -	$ 65.78
	$ 167.19	N/A	7/1/2025	6/30/2026	3.00%	$ 59.00	$ 45.89 -	$ 67.75
	$ 172.20	N/A	7/1/2026	6/30/2027	3.00%	$ 60.77	$ 47.27 -	$ 69.78
	$ 126.00	N/A	7/1/2022	6/30/2023		$ 44.47	$ 31.00 -	$ 55.00
	$ 129.78	N/A	7/1/2023	6/30/2024	3.00%	$ 45.80	$ 31.93 -	$ 56.65
	$ 133.67	N/A	7/1/2024	6/30/2025	3.00%	$ 47.18	$ 32.89 -	$ 58.35
	$ 137.68	N/A	7/1/2025	6/30/2026	3.00%	$ 48.59	$ 33.87 -	$ 60.10
	$ 141.81	N/A	7/1/2026	6/30/2027	3.00%	$ 50.05	$ 34.89 -	$ 61.90
	$ 94.00	N/A	7/1/2022	6/30/2023		$ 33.17	$ 27.00 -	$ 39.00
	$ 96.82	N/A	7/1/2023	6/30/2024	3.00%	$ 34.17	$ 27.81 -	$ 40.17
	$ 99.72	N/A	7/1/2024	6/30/2025	3.00%	$ 35.20	$ 28.64 -	$ 41.38
	$ 102.72	N/A	7/1/2025	6/30/2026	3.00%	$ 36.25	$ 29.50 -	$ 42.62
	$ 105.80	N/A	7/1/2026	6/30/2027	3.00%	$ 37.34	$ 30.39 -	$ 43.89
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 -	$ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 -	$ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 -	$ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 -	$ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 -	$ 37.14

	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
ontract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
oses,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
ate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 154.00	$ 231.00	7/1/2022	6/30/2023		$ 54.35	$ 49.00 - $ 60.00
ontract	$ 158.62	$ 237.93	7/1/2023	6/30/2024	3.00%	$ 55.98	$ 50.47 - $ 61.80
oses,	$ 163.38	$ 245.07	7/1/2024	6/30/2025	3.00%	$ 57.66	$ 51.98 - $ 63.65
ate)	$ 168.28	$ 252.42	7/1/2025	6/30/2026	3.00%	$ 59.39	$ 53.54 - $ 65.56
	$ 173.33	$ 259.99	7/1/2026	6/30/2027	3.00%	$ 61.17	$ 55.15 - $ 67.53
	$ 148.00	$ 222.00	7/1/2022	6/30/2023		$ 52.23	$ 46.00 - $ 58.00
ontract	$ 152.44	$ 228.66	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 47.38 - $ 59.74
oses,	$ 157.01	$ 235.52	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 48.80 - $ 61.53
ate)	$ 161.72	$ 242.59	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 50.27 - $ 63.38
	$ 166.58	$ 249.86	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 51.77 - $ 65.28
	$ 104.00	$ 156.00	7/1/2022	6/30/2023		$ 36.70	$ 27.00 - $ 43.00
ontract	$ 107.12	$ 160.68	7/1/2023	6/30/2024	3.00%	$ 37.81	$ 27.81 - $ 44.29
oses,	$ 110.33	$ 165.50	7/1/2024	6/30/2025	3.00%	$ 38.94	$ 28.64 - $ 45.62
ate)	$ 113.64	$ 170.47	7/1/2025	6/30/2026	3.00%	$ 40.11	$ 29.50 - $ 46.99
	$ 117.05	$ 175.58	7/1/2026	6/30/2027	3.00%	$ 41.31	$ 30.39 - $ 48.40
	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
ontract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
oses,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
ate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 318.00	$ 477.00	7/1/2022	6/30/2023		$ 112.23	$ 98.00 - $ 126.00
ontract	$ 327.54	$ 491.31	7/1/2023	6/30/2024	3.00%	$ 115.60	$ 100.94 - $ 129.78
oses,	$ 337.37	$ 506.05	7/1/2024	6/30/2025	3.00%	$ 119.06	$ 103.97 - $ 133.67
ate)	$ 347.49	$ 521.23	7/1/2025	6/30/2026	3.00%	$ 122.64	$ 107.09 - $ 137.68
	$ 357.91	$ 536.87	7/1/2026	6/30/2027	3.00%	$ 126.32	$ 110.30 - $ 141.81
	$ 422.00	$ 633.00	7/1/2022	6/30/2023		$ 148.93	$ 125.00 - $ 181.00
ontract	$ 434.66	$ 651.99	7/1/2023	6/30/2024	3.00%	$ 153.40	$ 128.75 - $ 186.43
oses,	$ 447.70	$ 671.55	7/1/2024	6/30/2025	3.00%	$ 158.00	$ 132.61 - $ 192.02
ate)	$ 461.13	$ 691.70	7/1/2025	6/30/2026	3.00%	$ 162.74	$ 136.59 - $ 197.78
	$ 474.96	$ 712.45	7/1/2026	6/30/2027	3.00%	$ 167.63	$ 140.69 - $ 203.72

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	$ 266.00	N/A	7/1/2022	6/30/2023		$ 93.88	$ 87.00 -	$ 100.00
	$ 273.98	N/A	7/1/2023	6/30/2024	3.00%	$ 96.69	$ 89.61 -	$ 103.00
	$ 282.20	N/A	7/1/2024	6/30/2025	3.00%	$ 99.59	$ 92.30 -	$ 106.09
	$ 290.67	N/A	7/1/2025	6/30/2026	3.00%	$ 102.58	$ 95.07 -	$ 109.27
	$ 299.39	N/A	7/1/2026	6/30/2027	3.00%	$ 105.66	$ 97.92 -	$ 112.55
	$ 246.00	N/A	7/1/2022	6/30/2023		$ 86.82	$ 83.00 -	$ 94.00
	$ 253.38	N/A	7/1/2023	6/30/2024	3.00%	$ 89.42	$ 85.49 -	$ 96.82
	$ 260.98	N/A	7/1/2024	6/30/2025	3.00%	$ 92.11	$ 88.05 -	$ 99.72
	$ 268.81	N/A	7/1/2025	6/30/2026	3.00%	$ 94.87	$ 90.70 -	$ 102.72
	$ 276.88	N/A	7/1/2026	6/30/2027	3.00%	$ 97.72	$ 93.42 -	$ 105.80
	$ 232.00	N/A	7/1/2022	6/30/2023		$ 81.88	$ 75.00 -	$ 89.00
	$ 238.96	N/A	7/1/2023	6/30/2024	3.00%	$ 84.33	$ 77.25 -	$ 91.67
	$ 246.13	N/A	7/1/2024	6/30/2025	3.00%	$ 86.86	$ 79.57 -	$ 94.42
	$ 253.51	N/A	7/1/2025	6/30/2026	3.00%	$ 89.47	$ 81.95 -	$ 97.25
	$ 261.12	N/A	7/1/2026	6/30/2027	3.00%	$ 92.15	$ 84.41 -	$ 100.17
	$ 201.00	N/A	7/1/2022	6/30/2023		$ 70.94	$ 63.00 -	$ 77.00
	$ 207.03	N/A	7/1/2023	6/30/2024	3.00%	$ 73.07	$ 64.89 -	$ 79.31
	$ 213.24	N/A	7/1/2024	6/30/2025	3.00%	$ 75.26	$ 66.84 -	$ 81.69
	$ 219.64	N/A	7/1/2025	6/30/2026	3.00%	$ 77.52	$ 68.84 -	$ 84.14
	$ 226.23	N/A	7/1/2026	6/30/2027	3.00%	$ 79.84	$ 70.91 -	$ 86.66
	$ 155.00	N/A	7/1/2022	6/30/2023		$ 54.70	$ 42.00 -	$ 80.00
	$ 159.65	N/A	7/1/2023	6/30/2024	3.00%	$ 56.34	$ 43.26 -	$ 82.40
	$ 164.44	N/A	7/1/2024	6/30/2025	3.00%	$ 58.03	$ 44.56 -	$ 84.87
	$ 169.37	N/A	7/1/2025	6/30/2026	3.00%	$ 59.78	$ 45.89 -	$ 87.42
	$ 174.45	N/A	7/1/2026	6/30/2027	3.00%	$ 61.57	$ 47.27 -	$ 90.04
	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 37.00 -	$ 56.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 38.11 -	$ 57.68
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 39.25 -	$ 59.41
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 40.43 -	$ 61.19
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 41.64 -	$ 63.03
	$ 111.00	N/A	7/1/2022	6/30/2023		$ 39.17	$ 32.00 -	$ 45.00
	$ 114.33	N/A	7/1/2023	6/30/2024	3.00%	$ 40.35	$ 32.96 -	$ 46.35
	$ 117.76	N/A	7/1/2024	6/30/2025	3.00%	$ 41.56	$ 33.95 -	$ 47.74
	$ 121.29	N/A	7/1/2025	6/30/2026	3.00%	$ 42.81	$ 34.97 -	$ 49.17
	$ 124.93	N/A	7/1/2026	6/30/2027	3.00%	$ 44.09	$ 36.02 -	$ 50.65

	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 26.00 - $ 37.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 26.78 - $ 38.11
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 27.58 - $ 39.25
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 28.41 - $ 40.43
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 29.26 - $ 41.64
	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00 - $ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48 - $ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97 - $ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48 - $ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01 - $ 30.39
	$ 320.00	N/A	7/1/2022	6/30/2023		$ 112.94	$ 104.00 - $ 121.00
	$ 329.60	N/A	7/1/2023	6/30/2024	3.00%	$ 116.32	$ 107.12 - $ 124.63
	$ 339.49	N/A	7/1/2024	6/30/2025	3.00%	$ 119.81	$ 110.33 - $ 128.37
	$ 349.67	N/A	7/1/2025	6/30/2026	3.00%	$ 123.41	$ 113.64 - $ 132.22
	$ 360.16	N/A	7/1/2026	6/30/2027	3.00%	$ 127.11	$ 117.05 - $ 136.19
	$ 292.00	N/A	7/1/2022	6/30/2023		$ 103.05	$ 94.00 - $ 110.00
	$ 300.76	N/A	7/1/2023	6/30/2024	3.00%	$ 106.15	$ 96.82 - $ 113.30
	$ 309.78	N/A	7/1/2024	6/30/2025	3.00%	$ 109.33	$ 99.72 - $ 116.70
	$ 319.08	N/A	7/1/2025	6/30/2026	3.00%	$ 112.61	$ 102.72 - $ 120.20
	$ 328.65	N/A	7/1/2026	6/30/2027	3.00%	$ 115.99	$ 105.80 - $ 123.81
	$ 254.00	N/A	7/1/2022	6/30/2023		$ 89.64	$ 76.00 - $ 97.00
	$ 261.62	N/A	7/1/2023	6/30/2024	3.00%	$ 92.33	$ 78.28 - $ 99.91
	$ 269.47	N/A	7/1/2024	6/30/2025	3.00%	$ 95.10	$ 80.63 - $ 102.91
	$ 277.55	N/A	7/1/2025	6/30/2026	3.00%	$ 97.95	$ 83.05 - $ 105.99
	$ 285.88	N/A	7/1/2026	6/30/2027	3.00%	$ 100.89	$ 85.54 - $ 109.17
	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 66.00 - $ 87.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 67.98 - $ 89.61
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 70.02 - $ 92.30
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 72.12 - $ 95.07
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 74.28 - $ 97.92
	$ 198.00	N/A	7/1/2022	6/30/2023		$ 69.88	$ 55.00 - $ 80.00
	$ 203.94	N/A	7/1/2023	6/30/2024	3.00%	$ 71.98	$ 56.65 - $ 82.40
	$ 210.06	N/A	7/1/2024	6/30/2025	3.00%	$ 74.13	$ 58.35 - $ 84.87
	$ 216.36	N/A	7/1/2025	6/30/2026	3.00%	$ 76.36	$ 60.10 - $ 87.42
	$ 222.85	N/A	7/1/2026	6/30/2027	3.00%	$ 78.65	$ 61.90 - $ 90.04

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	$ 170.00	N/A	7/1/2022	6/30/2023		$ 60.00	$ 52.00 - $ 66.00
	$ 175.10	N/A	7/1/2023	6/30/2024	3.00%	$ 61.80	$ 53.56 - $ 67.98
	$ 180.35	N/A	7/1/2024	6/30/2025	3.00%	$ 63.65	$ 55.17 - $ 70.02
	$ 185.76	N/A	7/1/2025	6/30/2026	3.00%	$ 65.56	$ 56.82 - $ 72.12
	$ 191.34	N/A	7/1/2026	6/30/2027	3.00%	$ 67.53	$ 58.53 - $ 74.28
	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 47.00 - $ 59.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 48.41 - $ 60.77
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 49.86 - $ 62.59
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 51.36 - $ 64.47
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 52.90 - $ 66.41
	$ 132.00	N/A	7/1/2022	6/30/2023		$ 46.59	$ 41.00 - $ 52.00
;ontract	$ 135.96	N/A	7/1/2023	6/30/2024	3.00%	$ 47.98	$ 42.23 - $ 53.56
oses,	$ 140.04	N/A	7/1/2024	6/30/2025	3.00%	$ 49.42	$ 43.50 - $ 55.17
;ate)	$ 144.24	N/A	7/1/2025	6/30/2026	3.00%	$ 50.91	$ 44.80 - $ 56.82
	$ 148.57	N/A	7/1/2026	6/30/2027	3.00%	$ 52.43	$ 46.15 - $ 58.53
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 33.00 - $ 44.00
;ontract	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 33.99 - $ 45.32
oses,	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 35.01 - $ 46.68
;ate)	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 36.06 - $ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 37.14 - $ 49.52
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 20.00 - $ 33.00
;ontract	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 20.60 - $ 33.99
oses,	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 21.22 - $ 35.01
;ate)	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 21.85 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 22.51 - $ 37.14
	$ 299.00	N/A	7/1/2022	6/30/2023		$ 105.52	$ 105.00 - $ 140.00
	$ 307.97	N/A	7/1/2023	6/30/2024	3.00%	$ 108.69	$ 108.15 - $ 144.20
	$ 317.21	N/A	7/1/2024	6/30/2025	3.00%	$ 111.95	$ 111.39 - $ 148.53
	$ 326.73	N/A	7/1/2025	6/30/2026	3.00%	$ 115.31	$ 114.74 - $ 152.98
	$ 336.53	N/A	7/1/2026	6/30/2027	3.00%	$ 118.77	$ 118.18 - $ 157.57
	$ 359.00	N/A	7/1/2022	6/30/2023		$ 126.70	$ 97.00 - $ 113.00
	$ 369.77	N/A	7/1/2023	6/30/2024	3.00%	$ 130.50	$ 99.91 - $ 116.39
	$ 380.86	N/A	7/1/2024	6/30/2025	3.00%	$ 134.42	$ 102.91 - $ 119.88
	$ 392.29	N/A	7/1/2025	6/30/2026	3.00%	$ 138.45	$ 105.99 - $ 123.48
	$ 404.06	N/A	7/1/2026	6/30/2027	3.00%	$ 142.60	$ 109.17 - $ 127.18

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	$ 267.00	N/A	7/1/2022	6/30/2023		$ 94.23	$ 75.00 - $ 107.00
	$ 275.01	N/A	7/1/2023	6/30/2024	3.00%	$ 97.06	$ 77.25 - $ 110.21
	$ 283.26	N/A	7/1/2024	6/30/2025	3.00%	$ 99.97	$ 79.57 - $ 113.52
	$ 291.76	N/A	7/1/2025	6/30/2026	3.00%	$ 102.97	$ 81.95 - $ 116.92
	$ 300.51	N/A	7/1/2026	6/30/2027	3.00%	$ 106.06	$ 84.41 - $ 120.43
	$ 244.00	N/A	7/1/2022	6/30/2023		$ 86.11	$ 70.00 - $ 96.00
	$ 251.32	N/A	7/1/2023	6/30/2024	3.00%	$ 88.70	$ 72.10 - $ 98.88
	$ 258.86	N/A	7/1/2024	6/30/2025	3.00%	$ 91.36	$ 74.26 - $ 101.85
	$ 266.63	N/A	7/1/2025	6/30/2026	3.00%	$ 94.10	$ 76.49 - $ 104.90
	$ 274.62	N/A	7/1/2026	6/30/2027	3.00%	$ 96.92	$ 78.79 - $ 108.05
	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 70.00 - $ 107.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 72.10 - $ 110.21
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 74.26 - $ 113.52
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 76.49 - $ 116.92
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 78.79 - $ 120.43
	$ 207.00	N/A	7/1/2022	6/30/2023		$ 73.06	$ 53.00 - $ 88.00
contract	$ 213.21	N/A	7/1/2023	6/30/2024	3.00%	$ 75.25	$ 54.59 - $ 90.64
oses,	$ 219.61	N/A	7/1/2024	6/30/2025	3.00%	$ 77.50	$ 56.23 - $ 93.36
ate)	$ 226.19	N/A	7/1/2025	6/30/2026	3.00%	$ 79.83	$ 57.91 - $ 96.16
	$ 232.98	N/A	7/1/2026	6/30/2027	3.00%	$ 82.22	$ 59.65 - $ 99.04
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 51.00 - $ 88.00
contract	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 52.53 - $ 90.64
oses,	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 54.11 - $ 93.36
ate)	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 55.73 - $ 96.16
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 57.40 - $ 99.04
	$ 148.00	N/A	7/1/2022	6/30/2023		$ 52.23	$ 37.00 - $ 64.00
	$ 152.44	N/A	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 38.11 - $ 65.92
	$ 157.01	N/A	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 39.25 - $ 67.90
	$ 161.72	N/A	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 40.43 - $ 69.93
	$ 166.58	N/A	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 41.64 - $ 72.03
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 - $ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 - $ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 - $ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 - $ 37.14

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	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 273.00	N/A	7/1/2022	6/30/2023		$ 96.35	$ 85.00 -	$ 103.00
	$ 281.19	N/A	7/1/2023	6/30/2024	3.00%	$ 99.24	$ 87.55 -	$ 106.09
	$ 289.63	N/A	7/1/2024	6/30/2025	3.00%	$ 102.22	$ 90.18 -	$ 109.27
	$ 298.31	N/A	7/1/2025	6/30/2026	3.00%	$ 105.28	$ 92.88 -	$ 112.55
	$ 307.26	N/A	7/1/2026	6/30/2027	3.00%	$ 108.44	$ 95.67 -	$ 115.93
	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 50.00 -	$ 70.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 51.50 -	$ 72.10
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 53.05 -	$ 74.26
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 54.64 -	$ 76.49
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 56.28 -	$ 78.79
	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 37.00 -	$ 65.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 38.11 -	$ 66.95
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 39.25 -	$ 68.96
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 40.43 -	$ 71.03
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 41.64 -	$ 73.16
	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 53.00 -	$ 68.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 54.59 -	$ 70.04
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 56.23 -	$ 72.14
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 57.91 -	$ 74.31
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 59.65 -	$ 76.53
	$ 123.00	N/A	7/1/2022	6/30/2023		$ 43.41	$ 35.00 -	$ 49.00
	$ 126.69	N/A	7/1/2023	6/30/2024	3.00%	$ 44.71	$ 36.05 -	$ 50.47
	$ 130.49	N/A	7/1/2024	6/30/2025	3.00%	$ 46.05	$ 37.13 -	$ 51.98
	$ 134.41	N/A	7/1/2025	6/30/2026	3.00%	$ 47.43	$ 38.25 -	$ 53.54
	$ 138.44	N/A	7/1/2026	6/30/2027	3.00%	$ 48.86	$ 39.39 -	$ 55.15

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	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 42.00 - $ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 43.26 - $ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 44.56 - $ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 45.89 - $ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 47.27 - $ 61.90
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 32.00 - $ 44.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 32.96 - $ 45.32
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 33.95 - $ 46.68
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 34.97 - $ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 36.02 - $ 49.52
	$ 109.00	N/A	7/1/2022	6/30/2023		$ 38.47	$ 33.00 - $ 44.00
	$ 112.27	N/A	7/1/2023	6/30/2024	3.00%	$ 39.62	$ 33.99 - $ 45.32
	$ 115.64	N/A	7/1/2024	6/30/2025	3.00%	$ 40.81	$ 35.01 - $ 46.68
	$ 119.11	N/A	7/1/2025	6/30/2026	3.00%	$ 42.04	$ 36.06 - $ 48.08
	$ 122.68	N/A	7/1/2026	6/30/2027	3.00%	$ 43.30	$ 37.14 - $ 49.52
	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 24.00 - $ 35.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 24.72 - $ 36.05
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 25.46 - $ 37.13
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 26.23 - $ 38.25
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 27.01 - $ 39.39
	$ 128.00	N/A	7/1/2022	6/30/2023		$ 45.17	$ 34.00 - $ 53.00
	$ 131.84	N/A	7/1/2023	6/30/2024	3.00%	$ 46.53	$ 35.02 - $ 54.59
	$ 135.80	N/A	7/1/2024	6/30/2025	3.00%	$ 47.93	$ 36.07 - $ 56.23
	$ 139.87	N/A	7/1/2025	6/30/2026	3.00%	$ 49.36	$ 37.15 - $ 57.91
	$ 144.07	N/A	7/1/2026	6/30/2027	3.00%	$ 50.84	$ 38.27 - $ 59.65
	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 20.00 - $ 37.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 20.60 - $ 38.11
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 21.22 - $ 39.25
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 21.85 - $ 40.43
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 22.51 - $ 41.64
	$ 164.00	N/A	7/1/2022	6/30/2023		$ 57.88	$ 48.00 - $ 64.00
	$ 168.92	N/A	7/1/2023	6/30/2024	3.00%	$ 59.62	$ 49.44 - $ 65.92
	$ 173.99	N/A	7/1/2024	6/30/2025	3.00%	$ 61.40	$ 50.92 - $ 67.90
	$ 179.21	N/A	7/1/2025	6/30/2026	3.00%	$ 63.25	$ 52.45 - $ 69.93
	$ 184.58	N/A	7/1/2026	6/30/2027	3.00%	$ 65.14	$ 54.02 - $ 72.03

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	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 38.00 -	$ 58.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 39.14 -	$ 59.74
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 40.31 -	$ 61.53
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 41.52 -	$ 63.38
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 42.77 -	$ 65.28
	$ 120.00	N/A	7/1/2022	6/30/2023		$ 42.35	$ 34.00 -	$ 48.00
	$ 123.60	N/A	7/1/2023	6/30/2024	3.00%	$ 43.62	$ 35.02 -	$ 49.44
	$ 127.31	N/A	7/1/2024	6/30/2025	3.00%	$ 44.93	$ 36.07 -	$ 50.92
	$ 131.13	N/A	7/1/2025	6/30/2026	3.00%	$ 46.28	$ 37.15 -	$ 52.45
	$ 135.06	N/A	7/1/2026	6/30/2027	3.00%	$ 47.67	$ 38.27 -	$ 54.02

ɔy staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

(1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

ırly rate. For classifications only, enter the average hourly rate for that classification.

vage with an asterisks (*)

f this Exhibit

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Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Contract No. _____ Date: 11/3/2022

)THER DIRECT COST ITEMS (Add additional pages as necessary)				
em	Quantity	Unit	Unit Cost	Total
		Miles	IRS Rate	$ -
		Sheet	Cost	$ -
		Sheet	Cost	$ -
		Each	Cost	$ -
		Each	Cost	$ -
		Each	Cost	$ -
		Cost	Cost	$ -
		Cost	Cost	$ -
:iates				$ -
ions				$ -
ering Group				$ -

s. These costs should be competitive in their respective industries and supported with appropriate documentations.
ntly billed regardless of client and contract type.
se, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
nbursed at actual cost with supporting documentation (invoice)
red "tools of the trade" are not reimburseable as other direct cost.
ved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

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Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan

Title *: Vice President

Signature: R. M. Brogan

Date of Certification: 11/3/2022

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, 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 _____, 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.

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.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. 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, 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.

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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 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:

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

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.

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.

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.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 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 Part 31 or 2 CFR Part 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 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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. 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 CONSUTANT, 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.

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 Part 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

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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.

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

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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.

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.

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.

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 bidding 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 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

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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 Part 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.

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 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:

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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.

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

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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 prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime 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 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

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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.

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.

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

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to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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.

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.

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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 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 subconsultants 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 Part 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.

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

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.

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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 List System maintained by the U.S. General Services Administration are to be determined by FHWA.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110 www.aseroins.com License No. 0A91339	CONTACT NAME: Asero Insurance Services PHONE (A/C, No, Ext): 866-966-8928 FAX (A/C, No): 408-271-1802 E-MAIL ADDRESS: certs@aseroins.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Valley Forge Insurance Company — 20508 INSURER B: Continental Casualty Company — 20443 INSURER C: Continental Insurance Company — 35289 INSURER D: National Fire Insurance Co of Hartford — 20478 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 73290792 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	6078951385	9/15/2022	9/15/2023	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	Deductible - None						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	☐ OTHER:							$
B	AUTOMOBILE LIABILITY	✓	✓	6078951371	9/15/2022	9/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Ded: $1,000	$
C	✓ UMBRELLA LIAB ✓ OCCUR			6078951399	9/15/2022	9/15/2023	EACH OCCURRENCE	$9,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$9,000,000
	☐ DED ☐ RETENTION $0						Deductible - None	$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	✓	6078951418	9/15/2022	9/15/2023	✓ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory In NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Leased,Borrowed Or Rented Equipment			6078951385	9/15/2022	9/15/2023	Per Item Limit: $200,000 Per Occurrence Limit: $200,000	
A	Restoration of Media Coverage (Valuable Papers)			6078951385	9/15/2022	9/15/2023	Limit/ Deductible: $1,000,000/$5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

22-00231
Re: Mariposa Co- On Call A&E
County of Mariposa its officers, officials, employees, and volunteers, named as additional insureds

The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

22-00231

County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Longwello

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AGENCY CUSTOMER ID: MARKT-1

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Asero Insurance Services	Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: County of Mariposa

ADDRESS: 4639 Ben Hur Road Mariposa, CA 95338

Commercial General Liability Blanket Additional Insured - Owners, Lessees Or Contractors - With Products-Completed Operations Coverage Endorsement and Primary and Noncontributory Insurance as required by written contract per attached form CNA75079XX (10-16).

Commercial General Liability Waiver Of Transfer Of Rights Of Recovery Against Others To The Insurer Endorsement as required by written contract per attached form CNA75008XX (10-16).

Commercial Auto Liability Additional Insured - Primary And Non-Contributory as required by written contract per attached form CNA71527XX (Ed. 10/12).

Commercial Auto Liability Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) as required by written contract per attached form CA 04 44 10 13.

Workers' Compensation Blanket Waiver Of Our Right To Recover From Others as required by written contract per attached form G-19160-B (Ed. 11/97).

*Subject To Policies Terms, Conditions, and Exclusions

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ATTACHMENT

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CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6078951385
Endorsement No:
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organizations with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6078951385
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
"Any person or organization that you are required by written contract to make an additional insured under this insurance is an "insured", but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an "insured" for Liability Coverage under Section II – Who Is An Insured of this Coverage Form."

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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POLICY NUMBER: 6078951371

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

Endorsement Effective Date: 09/15/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Copyright, Insurance Services Office, Inc., 2011

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

DocuSign

Certificate Of Completion

Envelope Id: FF78E8F9B104496CBD059F7AFC6C611E
Status: Completed
Subject: Complete with DocuSign: PW- Agreement -Mark Thomas - On Call Eng Services 3-6-23.pdf
Source Envelope:
Document Pages: 49
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
3/6/2023 2:47:47 PM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 2:49:54 PM Viewed: 3/6/2023 3:36:27 PM Signed: 3/6/2023 3:36:39 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:36:42 PM Viewed: 3/6/2023 3:39:36 PM Signed: 3/6/2023 3:40:01 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:40:04 PM Viewed: 3/6/2023 5:05:42 PM Signed: 3/6/2023 5:06:08 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Ed Noriega enoriega@markthomas.com Division Manager - Associate Principal Mark Thomas and Company, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Ed Noriega D3204E678B6B4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.238.211.55	Sent: 3/6/2023 5:06:11 PM Resent: 3/7/2023 7:38:10 AM Viewed: 3/7/2023 12:58:41 PM Signed: 3/7/2023 1:00:04 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 12:58:41 PM ID: 3c5ec909-296a-4387-baba-05465a41897f		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 1:00:08 PM Viewed: 3/7/2023 1:01:17 PM Signed: 3/7/2023 1:01:24 PM

Electronic Record and Signature Disclosure:
Accepted: 12/30/2022 10:48:53 AM
ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2023 2:49:55 PM
Certified Delivered	Security Checked	3/7/2023 1:01:17 PM
Signing Complete	Security Checked	3/7/2023 1:01:24 PM
Completed	Security Checked	3/7/2023 1:01:24 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

DocuSign Envelope ID: 13EBD86B-58B5-4FA6-A90E-01F616C9FBF7

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Mark Thomas Task Order No. 2
Indian Peak Bridge

Date: August 14th 2023

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa County ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare preliminary plans for the replacement of the Indian Peak Road Bridge over Italian Creek. Work includes Tasks 1-7: (1) Project Management/Coordination, (2) Surveys/Mapping, (3) Field Investigations/Geotechnical Research, (4) Utility Coordination, (5) Environmental Permitting, (6) Right of Way Acquisition Support, (7) Preliminary Design.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $334,217.

Funding Source	5511-350-70331
Payment Schedule	Monthly
Notice to Proceed	The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Ed Noriega
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...
Steven W. Dahlem
County Counsel

DocuSign Envelope ID: 9CEEDA10-795A-4009-9911-F04BCA9F2318

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Mark Thomas Task Order No. 3
Harris Road Bridge

Date: August 14, 2023

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa County ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare preliminary plans for the replacement of the Harris Road Bridge over East Fork Chowchilla River. Work includes Tasks 1-7: (1) Project Management/Coordination, (2) Surveys/Mapping, (3) Field Investigations/Geotechnical Research, (4) Utility Coordination, (5) Environmental Permitting, (6) Right of Way Acquisition Support, (7) Preliminary Design.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $357,731.

Funding Source	5511-350-70331
Payment Schedule	Monthly
Notice to Proceed	The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Ed Noriega
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416FD6B394BF...
Steven W. Dahlem
County Counsel

DocuSign Envelope ID: D92325BA-E549-492D-9961-6D9562EC4C1F

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Mark Thomas Task Order No. 4
Leonard Road Surfacing Project

Date: July 27, 2023

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa County ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare environmental technical studies for the Leonard Road Surfacing Project. Work includes Tasks 1-3: (1) Project Management/Coordination, (2) Initial Site Assessment, (3) Community Impact Assessment Memorandum.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $35,987.

Funding Source	5511-350-70331
Payment Schedule	Monthly
Notice to Proceed	The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

DocuSigned by:
Tay D Kill
2E01D0C6E7564A5...
Dallin Kimble
County Administrative Officer

CONTRACTOR

DocuSigned by:
Ed Noriega
D3204E678B6B4DF...
Mark Thomas

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B304BF...
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Kroeker, Inc., for Highway 140/6th Street Storm Drain Improvements in the Amount of $170,625; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Kroeker Inc., for Highway 140/6th Street Storm Drain Improvements in the Amount of $170,625; and Authorize the Board of Supervisors Chair to Sign the Agreement.

On December 7, 2023, the County of Mariposa received seven bids for the Highway 140/6th Street Storm Drain Improvements:

1. Kroeker, Inc.	$170,625
2. R. Sutton Enterprises	$206,780
3. Allison Sierra, Inc.	$218,875
4. D.A. Wood Construction, Inc.	$263,885
5. Mid-Cal Pipeline & Utilities, Inc	$270,935
6. H&H Works	$317,113
7. Full Signal Construction, Inc.	$459,725

Kroeker Inc., is deemed responsible and their bid responsive. The project includes improvements at two locations that must be completed prior to the Caltrans paving project:

1. Construct an 18" reinforced concrete pipe in 6th Street across Caltrans right-of-way so the future EDA Downtown Revitalization Phase II Project is able to complete storm drain improvements.
2. Construct 6" steel casing in SR140/SR49 intersection across Caltrans right-of-way so the future Gateway Enhancement Elements Project is able to complete irrigation and electrical improvements.

Due to the work crossing through Caltrans travel way, night work will be required. Night time construction reduces impacts on traffic and delaying motorists. The work will be less intrusive to surrounding businesses that would normally be affected by construction happening during their business hours. The job site will be well-lit, ensuring the workers can see clearly and navigate safely. Additionally, the lighting will minimize the risk of accidents and ensures the work is done accurately. The highway will be reduced to one lane, with flaggers responsible for controlling traffic. Advance notice will be provided through the County's social media, and Message Boards will be installed several days in advance of construction.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved both the EDA Downtown Revitalization and Clean California Gateway Enhancement Elements projects.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and alternative construction methods would be required to avoid damaging Caltrans' future pavement.

FINANCIAL IMPACT

$127,125 is funded by ARPA, $21,750 is funded by the Mariposa Lighting District, and $21,750 is funded by the Gateway Enhancement Elements project.

ATTACHMENTS

1. **Kroeker_Agreement_Storm Drain**

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this ____ day of January, 2024, by and between Kroeker, Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of one hundred seventy thousand six hundred twenty-five Dollars ($170,625) ("Contract Price"), the following services ("Services" or "Work"):

   Highway 140/6th Street Storm Drain Improvements

   Work includes Mobilization, Traffic Control, Best Management Practices/Storm Water Prevention, and Services necessary to install storm system crossing Hwy140 within 6th Street.

2. Contractor shall perform the Work Highway 140/6th Street ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within One hundred sixty (160) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_____ Notice to Bidders	_____ Lead-Product(s) Certification
_____ Instructions to Bidders	_____ Roofing Project Certification
_X_ Bid Form and Proposal	_____ Registered Subcontractor List
_X_ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	_X_ Performance Bond
_____ Iran Contracting Act Certification	_X_ Payment Bond
_____ Designated Subcontractors List	_____ Specifications
_____ Notice to Proceed	_____ Plans
_____ Prevailing Wage Certification	_____ Special Conditions
___ Workers' Compensation Certification	___ Exhibit "A" ("Scope of Work")
_____ Drug-Free Workplace Certification	_____ Federal Debarment Certification
_____Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
_____Asbestos & Other Hazardous Materials Certification	_____ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa	**Contractor**
Department of Public Works ATTN: Claudia Gonzales 4639 Ben Hur Road, Mariposa, California 95338 (209) 966-5356 cgonzales@mariposa.org	Name: Kroeker, Inc. ATTN: Jeff Kroeker 4627 S. Chestnut Ave., Fresno, California, 93725 (559)237-3764 donc@krorkerinc.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

_____

Miles Menetrey, Chair

Board of Supervisors

_____

Danielle Bondshu

Clerk of the Board

APPROVED AS TO FORM:

_____

Steve Dahlem

County Counsel

Dated: Dec 20th, 2023

Contractor: Kroeker, Inc.

Signature: _____

Print Name: Jeff Kroeker

Print Title: Secretary/Treasurer

License No.: 621866

Registration No.:

Address: 4627 S. Chestnut Ave., Fresno, California, 93725

Telephone: (559) 237-3764

Facsimile: (559) 268-3366

E-Mail: donc@kroekerinc.com

Information regarding Contractor:

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__X__ Corporation, State: __CA_____
_____ Limited Liability Company
_____ Other: _____

__770275632_____
_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Owner.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1–5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, 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 Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 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, the 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.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(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.

(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 the 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 the 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.

(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, the 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 the 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, the contractor shall notify the subcontractor in writing as to whether the 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.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

BID FORM AND PROPOSAL

To: Governing Board of the County of Mariposa ("Owner")

From: Kroeker, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications ("Work") for the following project known as:

HIGHWAY 140 / 6TH STREET STORM DRAIN IMPROVEMENTS

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One hundred seventy thousand, six hundred twenty-five dollars $ 170,625.00

BASE BID ITEMS 11

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs for Unit Prices.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and Owner may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

BASE BID

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
1.	Mobilization/Demobilization, Bonds, Insurance, and Permits	LS	1	$ 10,500.00	$ 10,500.00
2.	Traffic Control and Plans for Day and Night Work	LS	1	$ 18,500.00	$ 18,500.00
3.	Best Management Practices / Storm Water Prevention	LS	1	$ 5,000.00	$ 5,000.00
4.	12-inch RCP	LF	15	$ 325.00	$ 4,875.00
5.	18-inch RCP	LF	90	$ 325.00	$ 29,250.00
6.	Storm Inlet – Type G2	EA	3	$ 8,000.00	$ 24,000.00
7.	Storm Inlet – Type G3	EA	1	$ 8,000.00	$ 8,000.00
8.	Storm Inlet – Type GO	EA	1	$ 8,000.00	$ 8,000.00
9.	3-inch Schedule 40 PVC Conduit Encased in a 6-inch Steel Conduit	LF	150	$ 145.00	$ 21,750.00
10.	1- 1.5-inch and 1- 2-inch Schedule 40 PVC Conduit both Encased in a 6-inch Steel Conduit	LF	150	$ 145.00	$ 21,750.00
11.	Hot Mix Asphalt	TON	20	$ 950.00	$ 19,000.00
				TOTAL BASE BID	**$** 170,625.00

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to Owner, and agrees that its Proposal, if accepted by Owner, will be the basis for the Bidder to enter into a contract with Owner in accordance with the intent of the Contract Documents.

3. The undersigned has notified Owner in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for Owner before Bid date to verify the issuance of any clarifying Addenda.

4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

5. **The liquidated damages clause of the Agreement is hereby acknowledged.**

6. It is understood that Owner reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. The following documents are attached with this Bid Form and Proposal:

   - Bid Bond on Owner's form or other security
   - Registered Subcontractors List
   - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. 1, Dated 11/22/2023	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a 'A' General Engineering.

10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations (DIR).

12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to perform the Work adequately and safely with respect to such hazards.

15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), Owner will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations (DIR). Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: Statewide Safety Systems

CA Cont. Lic. #: 975518 Location: 3049 S Golden St Frontage Rd

DIR Registration #: 1000001109

Portion of Work: Traffic Control

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Furthermore, Bidder hereby certifies to Owner that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this December day of 7th 20 23

Name of Bidder Kroeker, Inc.

Type of Organization Corporation

Signature _____

Print Name Jeff Kroeker

Title Secretary/Treasurer

Address of Bidder 4627 S. Chestnut Ave.

Taxpayer's Identification No. of Bidder 770275632

Telephone Number (559) 237-3764

Fax Number (559) 268-3366

E-mail donc@kroekerinc.com Web page _____

Contractor's License No(s): No.: 621866 Class: A Expiration Date: 06/30/2025

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Kroeker, Inc., 4627 South Chestnut Avenue, Fresno, CA 93725, as Principal ("Principal"),

and Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite #880, Plymouth, MN 55441, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the County of Mariposa ("Owner") of Mariposa County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid, in the sum of

Seventeen thousand sixty two dollars and fifty cents Dollars ($ 17,062.50)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to Owner for all Work specifically described in the accompanying bid for the following project: Highway 140 /6th Street Storm Drain Improvements ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the Owner's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If Owner awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 7th day of December, 20 23.

Kroeker, Inc.
Principal

By

Atlantic Specialty Insurance Company
Surety

By Kathy S. Zack, Attorney-In-Fact, CA License #0B65471

Sornchai Chansila, CA License #0H65981
Name of California Agent of Surety

222 South Harbor Blvd., Suite 900, Anaheim, CA 92805
Address of California Agent of Surety

(781)332-8774
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Judy K. Wilson, Vicki S. Duncan, Susan E. Hurd, Kristie A. Pudvan, Nicholas R. Hylant, Theresa J. Foley, Sarayu S Nair, Jennifer A. Jarosz, Kathy S. Zack, Michael C. Schatz**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of December, 2023

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

ACKNOWLEDGMENT OF SURETY
(Notary's Statement Authenticating Signature)

State of **Michigan**

County of **Macomb**

Jennifer A. Jarosz, a Notary Public in and for said County, do hereby certify __Kathy S. Zack_____ who is personally known to me to be the same person whose name is subscribed in the foregoing instrument on behalf of__Atlantic Specialty Insurance Company_____, appeared before me this day In person and acknowledged respectively that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this __7th__ day of ___December____, _2023__.

Notary Signature: _____

Printed Name: Jennifer A. Jarosz (Seal)

My commission expires: 09-07-2024

JENNIFER A. JAROSZ
Notary Public, State of Michigan
County Of Macomb
My Commission Expires 09-07-2024
Acting in the County of Oakland

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 08950
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Atlantic Specialty Insurance Company

of New York *, organized under the*

laws of New York *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 16th *day of* September, 2011, *I have hereunto set my hand and caused my official seal to be affixed this* 16th *day of* September, 2011.

Dave Jones
Insurance Commissioner

By Valerie J. Sarfaty
for Nettie Hoge ~~xxxxxx~~
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

OSP 00 39391

FORM CB-3

intact INSURANCE specialty solutions

Atlantic Specialty Insurance Company

Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets	
Investments:	
Bonds	$ 2,216,201
Preferred Stocks	-
Common Stocks	752,567
Mortgage Loans	-
Real Estate	-
Contract Loans	-
Derivatives	-
Cash, Cash Equivalents & Short Term Investments	306,498
Other Investments	20,805
Total Cash & Investments	3,296,071
Premiums and Considerations Due	332,718
Reinsurance Recoverable	39,231
Receivable from Parent, Subsidiary or Affiliates	2,250
All Other Admitted Assets	79,777
Total Admitted Assets	3,750,047

Liabilities and Surplus	
Liabilities	
Loss Reserves	$ 1,093,968
Loss Adjustment Expense Reserves	347,884
Total Loss & LAE Reserves	1,441,852
Unearned Premium Reserve	735,813
Total Reinsurance Liabilities	42,785
Commissions, Other Expenses, and Taxes due	68,767
Derivatives	-
Payable to Parent, Subs or Affiliates	-
All Other Liabilities	632,508
Total Liabilities	2,921,725
Capital and Surplus	
Common Capital Stock	9,001
Preferred Capital Stock	-
Surplus Notes	-
Unassigned Surplus	174,558
Other Including Gross Contributed	644,763
Capital & Surplus	828,322
Total Liabilities and C&S	3,750,047

State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.

Notary Public

KERRI RIECHERS
Notary Public
Minnesota
My Commission Expires January 31, 2025

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the Secretary/Treasurer of Kroeker, 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 12/07/2023 [date], at Fresno [city], California [state].

Date: 12/07/2023

Proper Name of Bidder: Kroeker, Inc.

Signature: 

Print Name: Jeff Kroeker

Title: Secretary/Treasurer

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
220 Park Street, Suite 102 Birmingham MI 48009	PHONE (A/C, No, Ext): 248-643-8750	FAX (A/C, No): 248-643-8753
License#: 23894	E-MAIL ADDRESS: sandy.martin@hylant.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Kroeker, Inc. 4627 South Chestnut Avenue Fresno CA 93725 KROEINC-01	INSURER A : Nautilus Insurance Company	17370
	INSURER B : Key Risk Insurance Company	10885
	INSURER C : AGCS Marine Insurance Company	22837
	INSURER D : Admiral Insurance Company	24856
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1960828079 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GLP203017114	9/30/2023	9/30/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP203015314	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	FFX203017214	9/30/2023	9/30/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C D	Leased/Rented Equip Pollution	Y		MXI93043189 FEIEST6004201	9/30/2023 9/30/2023	9/30/2024 9/30/2024	Leased/Rented Equip Pollution	$1,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured, including Waiver of Subrogation and Primary/Noncontributory added in favor of the certificate holder when required by written contract for General Liability, Auto Liability and Excess Liability.

Excess is a Follow Form over General and Auto Liability.
Form #s:
General Liability- CG2037, CG2010- Additional Insured; CG2001- PNC; ENV2013- WOS; BSUM-1200- Per Project Aggregate
Auto- CA0449- PNC; CA0444- WOS; BENVCA06- Additional Insured
Excess- FFX8011- PNC; ENV2013- WOS
See Attached...

CERTIFICATE HOLDER

County of Mariposa
Department of Public Works
Attn: Claudia Gonzales
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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AGENCY CUSTOMER ID: KROEINC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED Kroeker, Inc. 4627 South Chestnut Avenue Fresno CA 93725
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

County of Mariposa Department of Public Works is included as an Additional Insured with respect to General Liability, Auto Liability and Umbrella/Excess Liability when required by written contract. Waiver of Subrogation applies in favor of the Additional Insured with respect to General Liability, Auto Liability and Umbrella/Excess Liability when required by written contract. 30-days written Notice of Cancellation applies.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 530-222-5400 530-222-2324 McFarland Commercial Insurance Services 833 Mistletoe Lane Suite 102 Redding, CA 96002	CONTACT NAME: McFarland Commercial Insurance Services PHONE (A/C, No, Ext): 530-222-5400 FAX (A/C, No): 530-222-2324 E-MAIL ADDRESS: michelle@mccis.com
INSURED Don Fowler Construction PO Box 410 Prather, CA 93651	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Kinsale Insurance Company — 38920 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	☑		0100177015-1	01/27/2023	01/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Probation Window Replacement at 5089 & 5091 Bullion Street, Mariposa CA 95338.

The County of mariposa is named Additional Insured per attached Endorsement.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE David McFarland

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Bond No. 800162907

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the **County of Mariposa** ("County") and Kroeker, Inc. ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Highway 140 / 6th Street Storm

("Project") which Agreement dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, the Principal and Atlantic Specialty Insurance Company 605 Highway 169 North, Suite 800, Plymouth, MN 55441 ("Surety") are held and firmly bound unto the Board of County in the penal sum of

One Hundred Seventy Thousand Six Hundred Twenty Five and 00/100----------

Dollars ($170,625.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to County all damages County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless County, its board members, officers, employees, and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if County declares the Principal to be in default and notifies Surety of Owner's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit County's rights or the Contractor or Surety's obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18th day of December, 20 23.

(Affix Corporate Seal)

Kroeker, Inc.
Principal

By

Atlantic Specialty Insurance Company
Surety

By Kathy S. Zack, Attorney-In-Fact, CA License #0B65471

Sornchai Chansila
Name of California Agent of Surety

222 South Harbor Blvd., Suite 900, Anaheim, CA 92805
Address of California Agent of Surety

(781)332-8774
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND

Contractor's Labor & Material Bond

(100% Of Contract Price)

Bond No. 800162907

(Note: Contractor MUST use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the **County of Mariposa** (or "Owner") and Kroeker, Inc., ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Highway 140 / 6th Street Storm

("Project") which Agreement dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the Work, to file a good and sufficient bond with the body by which the Agreement is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Atlantic Specialty Insurance Company 605 Highway 169 North, Suite 800, Plymouth, MN 55441 ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Hundred Seventy Thousand Six Hundred Twenty Five and 00/100----- Dollars ($ 170,625.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18th day of December, 20 23.

(Affix Corporate Seal)

Kroeker, Inc.
Principal

By

Atlantic Specialty Insurance Company
Surety

By Kathy S. Zack, Attorney-In-Fact, CA License #0B65471

Sornchai Chansila
Name of California Agent of Surety

222 South Harbor Blvd., Suite 900, Anaheim, CA 92805
Address of California Agent of Surety

(781)332-8774
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Judy K. Wilson, Vicki S. Duncan, Susan E. Hurd, Kristie A. Pudvan, Nicholas R. Hylant, Theresa J. Foley, Sarayu S Nair, Jennifer A. Jarosz, Kathy S. Zack, Michael C. Schatz**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of December, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Please direct bond verifications to surety@intactinsurance.com

ACKNOWLEDGMENT OF SURETY
(Notary's Statement Authenticating Signature)

State of Michigan

County of Macomb

Jennifer A. Jarosz, a Notary Public in and for said County, do hereby certify _____Kathy S. Zack_____ who is personally known to me to be the same person whose name is subscribed in the foregoing instrument on behalf of_____Atlantic Specialty Insurance Company_____, appeared before me this day In person and acknowledged respectively that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _18th_ day of _December__, _2023__.

Notary Signature: _____

Printed Name: Jennifer A. Jarosz (Seal)

My commission expires: 09-07-2024

JENNIFER A. JAROSZ
Notary Public, State of Michigan
County Of Macomb
My Commission Expires 09-07-2024
Acting in the County of Oakland

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE No 08950
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Atlantic Specialty Insurance Company

of New York *, organized under the*

laws of New York *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 16th *day of* September, 2011, *I have hereunto set my hand and caused my official seal to be affixed this* 16th *day of* September, 2011.

Dave Jones
Insurance Commissioner

By Valerie J. Sarfaty
for Nettie Hoge ~~xxxxxx~~
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

OSP 00 39391

FORM CR-3

intact INSURANCE specialty solutions

Atlantic Specialty Insurance Company

Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets	
Investments:	
Bonds	$ 2,216,201
Preferred Stocks	-
Common Stocks	752,567
Mortgage Loans	-
Real Estate	-
Contract Loans	-
Derivatives	-
Cash, Cash Equivalents & Short Term Investments	306,498
Other Investments	20,805
Total Cash & Investments	3,296,071
Premiums and Considerations Due	332,718
Reinsurance Recoverable	39,231
Receivable from Parent, Subsidiary or Affiliates	2,250
All Other Admitted Assets	79,777
Total Admitted Assets	3,750,047

Liabilities and Surplus	
Liabilities	
Loss Reserves	$ 1,093,968
Loss Adjustment Expense Reserves	347,884
Total Loss & LAE Reserves	1,441,852
Unearned Premium Reserve	735,813
Total Reinsurance Liabilities	42,785
Commissions, Other Expenses, and Taxes due	68,767
Derivatives	-
Payable to Parent, Subs or Affiliates	-
All Other Liabilities	632,508
Total Liabilities	2,921,725
Capital and Surplus	
Common Capital Stock	9,001
Preferred Capital Stock	-
Surplus Notes	-
Unassigned Surplus	174,558
Other Including Gross Contributed	644,763
Capital & Surplus	828,322
Total Liabilities and C&S	3,750,047

State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.

Notary Public

KERRI RIECHERS
Notary Public
Minnesota
My Commission Expires January 31, 2025

"General Decision Number: CA20230018 12/01/2023

Superseded General Decision Number: CA20220018

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)(2)-(60).

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 $16.20 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 2023.
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 $12.15 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 2023.

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

BRCA0003-011 04/01/2022

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	$ 33.86	17.54
Area 2	$ 30.90	17.67
Area 3	$ 29.89	16.80
Tile Layer		
Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40
Area 3	$ 45.76	19.92

CARP0022-001 07/01/2023

San Francisco 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

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

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

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 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, 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 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.43	3%+23.15
Technician	$ 55.69	3%+23.15

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 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 88.25	3%+42.315

ELEC0100-002 09/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 44.50	28.09

ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80
Technician	$ 47.80	24.08

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). 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 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 60.91	29.43
Zone B	$ 67.00	29.61

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 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 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

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 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 95.65	44.42
ELECTRICIAN	$ 83.17	44.045

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 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.435
Technician	$ 58.86	25.666

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 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 80.73	3%+42.87
ELECTRICIAN	$ 70.20	3%+42.87

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work	$ 46.67	7.75%+25.88
(2) All other work	$ 44.45	7.75%+25.88

ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+23.90
Technician	$ 58.86	3%+23.90

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 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+23.90
Technician	$ 47.01	3%+23.90

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 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	45.88

ELEC0617-003 11/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	26.10
Technician	$ 58.86	26.33

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 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	25.13
Technician	$ 47.01	25.31

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 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(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 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+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
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
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 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 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

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:
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 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate;		

Dredge Tender; Winch Operator	$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 48.57	37.55
AREA 2:		
(1) Leverman	$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 50.57	37.55

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
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:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

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

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
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 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 49.88	34.30

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

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 50.38	34.30

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 01/01/2023

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 46.20	34.30

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

LABO0067-006 06/26/2023

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	$ 36.50	28.34
Area 2	$ 35.50	28.34

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

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
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 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 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

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
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 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; 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
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); 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; 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 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

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; 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 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

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

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

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
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 (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.

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

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.

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

	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

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 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

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 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
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

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 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 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"".

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

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 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 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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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

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 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	$ 47.42	27.28

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]

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 07/01/2023

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 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 55.25	32.63

PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 38.23	22.05

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 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 51.04	27.28

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 55.77	32.45

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 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.15	33.72

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 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

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,		

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
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5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023
10	04/14/2023
11	04/21/2023
12	06/02/2023
13	06/09/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	08/25/2023
21	09/01/2023
22	09/08/2023
23	09/22/2023
24	09/29/2023
25	10/06/2023
26	10/20/2023
27	11/03/2023
28	11/17/2023
29	12/01/2023

ASBE0016-004 01/01/2021

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	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 02/01/2023

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	$ 80.91	23.82
Area 2	$ 62.26	23.82

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 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

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

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* PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 85.50	48.98

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0062-001 07/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 51.00	40.10

PLUM0159-001 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 63.33	46.64
(2) All other work	$ 62.12	45.24

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 46.95	38.59

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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 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 07/01/2022

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	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 51.90	35.64

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 73.10	38.61

ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 41.31	15.31

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 08/01/2023

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 52.43	22.19

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 46.73	21.36

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 08/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	$ 75.09	37.95

SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	$ 44.32	27.25

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
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 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 36.95	31.14
GROUP 2.....	$ 37.25	31.14
GROUP 3.....	$ 37.55	31.14
GROUP 4.....	$ 37.90	31.14
GROUP 5.....	$ 38.25	31.14

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 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 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
"

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-23

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment to Task Order No.1 with Black Water Increasing the Amount by $17,577 for a New Amount Not to Exceed $276,407 for Natural Disaster Water Storage Mitigation Project Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Task Order No.1 with Black Water Increasing the Amount by $17,577 for a New Amount Not to Exceed $276,407 for Natural Disaster Water Storage Mitigation Project Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Black Water Consulting Engineers was responsible for the design of the Natural Disaster Water Storage Mitigation Project. The requested additional amount is to cover topographic surveying services. As design progresses, it's not unusual to discover additional site topographic information is necessary to complete the design.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 20, 2022, Resolution 2022-72, the Board approved a contract with Black Water Consulting Engineers for On-Call Water and Wastewater Services for $258,830. Task Order No. 1 is the final design of the Potable Water Tanks in Hornitos, Red Cloud Park and Woodland Park. These future potable water storage systems will help combat drought, wildfires and other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the Consultant will not be compensated for a portion of the design work for the Natural Disaster Water Storage Mitigation Project. They chose to accelerate the project because of the grant deadline instead of waiting to process the amendment.

FINANCIAL IMPACT

Design costs are eligible for reimbursement through the FEMA Hazard Mitigation grant. The County is responsible for the 25% local match. Funds are available in 5576.

ATTACHMENTS

1. **First Amendment to Task Order No.1**
2. **2022-725 Black Water**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

FIRST AMENDMENT TO AGREEMENT TASK ORDER NO. 1 FOR COMPENSATION FOR NATURAL DISASTER WATER STORAGE MITIGATION PROJECT

THIS FIRST AMENDMENT TO AGREEMENT TASK ORDER NO. 1 FOR COMPENSATION FOR NATURAL DISASTER WATER STROAGE MITIGATION PROJECT SERVICES, is made and entered into this _____ day of _____2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Black Water, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated December 20, 2022, wherein Contractor agreed to provide On-call Water and Waste services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $17,576.24 will be added to the original amount of $258,830, making the total compensation paid to Contractor the not to exceed amount of $276,407.

Except as herein amended, the Agreement dated December 20, 2022 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to [insert expiration date]. The parties shall treat the Agreement as if it had been in full force and effect continuously since [insert expiration date], without there having been any interruption of the Agreement whatsoever.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

CONTRACTOR

Jeff Black, President
Black Water Consulting Engineers

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

BLACKWATER
CONSULTING ENGINEERS

MARIPOSA COUNTY
ENGINEERING SERVICES FOR NATURAL DISASTER WATER STORAGE
MITIGATION PROJECT
CHANGE ORDER #1

JUNE 13, 2023

Black Water Consulting Engineers, Inc. (Black Water) submits this Change Order #1 to request additional funds for the Mariposa County Natural Disaster Water Storage Project (Project). The request is for a budget increase for Task 1 for topographic survey services for the Woodlands, Hornitos, and Red Cloud tank sites as described below. All amounts shown are additional fees and do not include funds that were already approved for the original contract task. The original agreement between Black Water and Mariposa County was executed in December 2022 under Resolution No. 2022-725.

Task 1. Information, Collection, and Coordination

The requested additional fee is to cover additional expenses to provide topographic surveying services for each of the three tank sites. This was necessary due to the County-provided site topographic information not containing all of the necessary attributes for three-dimensional CAD capability. A breakdown of expenses related to the topographic survey efforts are summarized in the table below.

Description	Expense
Davis Surveys – Woodlands and Hornitos site surveys	$8,332.50[1]
NorthStar Engineering – Red Cloud site survey	$7,483.74[1]
Black Water – Project Manager, 6 hours @ $228	$1,368.00
Black Water – Contract Administration, 4 hours @ $98	$392.00
TOTAL CHANGE ORDER NO. 1	**$17,576.24**

[1] Includes 10% markup

J22407 CO1

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-725

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with Black Water Consulting Engineers for On-Call Water and Wastewater Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with Black Water Consulting Engineers for On-Call Water and Wastewater Services; Approve Task Order No. 1 for the FEMA Water Tank Project in the Amount Not to Exceed $258,830; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received two responses for Water and Wastewater from Black Water and Dewberry. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to Black Water Consulting Services. This firm will be used for Capital Improvement and work performed by the Utilities Division. Future tasks may include the MID Feasibility Study, Coulterville Drought Grant, and Yosemite West IRWM Grant.

Task Order No. 1 is the final design of the Potable Water Tanks in Hornitos, Red Cloud Park and Woodland Park. These future potable water storage systems will help combat drought, wildfires and other emergencies.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 12, 2022, the Board of Supervisors adopted Resolution 22-415 authorizing the RFQ for On-Call A&E Consultant Services and authorized the Public Works and Transportation Director to select the consultants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will be required to procure certain professional A&E services by other less efficient methods.

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders. Task Order No. 1 is budgeted in Fund 5576 Water Storage Tank - FEMA.

ATTACHMENTS:
Black Water Task Order No. 1 (PDF)
Black Water Master Contract (PDF)

REF ID# 13625

DS
MR

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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

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AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of March, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Black Water Consulting Engineers ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2. SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contactors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and the Contractor.

C. The Contractor's staff shall be as listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractor without notification to and prior approval by the County.

D. The Contractor may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

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F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A, "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Contractor shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

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3. COMPENSATION

A. The total amount payable by the County for all the Agreements combined shall not exceed a cumulative maximum total value of Two Million Dollars ($2,000,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under the On-Call Engineering Agreements through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under any of the Agreements, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. There rates are not adjustable for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

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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 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 Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to 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 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.

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(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) 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.

(9) 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.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public

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Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

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11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Blackwater Consulting Engineers
602 Lyell Drive
Modesto, CA 95356

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Rd.
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

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16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

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26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

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

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

BLACK WATER CONSULTING ENGINEERS

DocuSigned by:
Jeff Black
C402305842784ED...

Jeff Black, President

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

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Exhibit 'A'

Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Water and Wastewater systems Design and construction support. Work to include:

- Groundwater and Surface Water Design
- Treatment Plant Design
- Storage Tank Design
- Distribution Modeling and Design
- Telemetry & Control System Design
- Collection System Design
- Pump & Lift Station Design

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	250.00	N/C	N/C	11/1/2022	12/31/2022	75.76	0%	N/A
Executive	262.52	N/C	N/C	1/1/2023	12/31/2023	79.55	5.00%	N/A
Exempt	275.65	N/C	N/C	1/1/2024	12/31/2024	83.53	5.00%	N/A
	289.44	N/C	N/C	1/1/2025	12/31/2025	87.71	5.00%	N/A
	303.93	N/C	N/C	1/1/2026	12/31/2026	92.10	5.00%	N/A
Project Manager	228.00	N/C	N/C	11/1/2022	12/31/2022	69.09	0%	N/A
Engineer	239.38	N/C	N/C	1/1/2023	12/31/2023	72.54	5.00%	N/A
Exempt	251.36	N/C	N/C	1/1/2024	12/31/2024	76.17	5.00%	N/A
	263.93	N/C	N/C	1/1/2025	12/31/2025	79.98	5.00%	N/A
	277.13	N/C	N/C	1/1/2026	12/31/2026	83.98	5.00%	N/A
Associate Engineer	198.00	N/C	N/C	11/1/2022	12/31/2022	60.00	0%	N/A
Engineer	207.90	N/C	N/C	1/1/2023	12/31/2023	63.00	5.00%	N/A
Exempt	218.30	N/C	N/C	1/1/2024	12/31/2024	66.15	5.00%	N/A
	229.22	N/C	N/C	1/1/2025	12/31/2025	69.46	5.00%	N/A
	240.67	N/C	N/C	1/1/2026	12/31/2026	72.93	5.00%	N/A
Assistant Engineer	160.00	184.24	208.49	11/1/2022	12/31/2022	48.49	0%	N/A
Engineer	168.00	193.46	218.91	1/1/2023	12/31/2023	50.91	5.00%	N/A
Non-Exempt	176.42	203.15	229.88	1/1/2024	12/31/2024	53.46	5.00%	N/A
	185.23	213.29	241.36	1/1/2025	12/31/2025	56.13	5.00%	N/A
	194.50	223.97	253.44	1/1/2026	12/31/2026	58.94	5.00%	N/A

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Engineer Technician	150.00	172.73	195.46	11/1/2022	12/31/2022	45.46	0%	N/A
Engineer	157.51	181.37	205.24	1/1/2023	12/31/2023	47.73	5.00%	N/A
Non-Exempt	165.40	190.46	215.52	1/1/2024	12/31/2024	50.12	5.00%	N/A
	173.68	199.99	226.31	1/1/2025	12/31/2025	52.63	5.00%	N/A
	182.36	209.99	237.62	1/1/2026	12/31/2026	55.26	5.00%	N/A
Senior CAD Technician	155.00	N/C	N/C	11/1/2022	12/31/2022	46.97	0%	N/A
Technical	162.76	N/C	N/C	1/1/2023	12/31/2023	49.32	5.00%	N/A
Exempt	170.91	N/C	N/C	1/1/2024	12/31/2024	51.79	5.00%	N/A
	179.45	N/C	N/C	1/1/2025	12/31/2025	54.38	5.00%	N/A
	188.43	N/C	N/C	1/1/2026	12/31/2026	57.10	5.00%	N/A
CAD Technician	135.00	155.46	175.91	11/1/2022	12/31/2022	40.91	0%	N/A
Technical	141.77	163.25	184.73	1/1/2023	12/31/2023	42.96	5.00%	N/A
Non-Exempt	148.86	171.42	193.97	1/1/2024	12/31/2024	45.11	5.00%	N/A
	156.32	180.01	203.69	1/1/2025	12/31/2025	47.37	5.00%	N/A
	164.14	189.01	213.88	1/1/2026	12/31/2026	49.74	5.00%	N/A
Construction Manager	228.00	N/C	N/C	11/1/2022	12/31/2022	69.09	0%	N/A
Field Services	239.38	N/C	N/C	1/1/2023	12/31/2023	72.54	5.00%	N/A
Exempt	251.36	N/C	N/C	1/1/2024	12/31/2024	76.17	5.00%	N/A
	263.93	N/C	N/C	1/1/2025	12/31/2025	79.98	5.00%	N/A
	277.13	N/C	N/C	1/1/2026	12/31/2026	83.98	5.00%	N/A

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SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Construction Inspector	184.00	211.88	239.76	11/1/2022	12/31/2022	55.76	0%	N/A
Field Services	193.18	222.45	251.72	1/1/2023	12/31/2023	58.54	5.00%	N/A
Non-Exempt	202.85	233.59	264.32	1/1/2024	12/31/2024	61.47	5.00%	N/A
	212.98	245.25	277.52	1/1/2025	12/31/2025	64.54	5.00%	N/A
	223.64	257.53	291.41	1/1/2026	12/31/2026	67.77	5.00%	N/A
Administration	98.00	112.84	127.69	11/1/2022	12/31/2022	29.70	0%	N/A
Administration	102.89	118.48	134.07	1/1/2023	12/31/2023	31.18	5.00%	N/A
Non-Exempt	108.04	124.41	140.78	1/1/2024	12/31/2024	32.74	5.00%	N/A
	113.45	130.64	147.83	1/1/2025	12/31/2025	34.38	5.00%	N/A
	119.13	137.18	155.23	1/1/2026	12/31/2026	36.10	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	200.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Black Water Consulting Engineers, Inc.** ☑ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At cost	TBD	At Cost
Permit Fees	TBD	At cost	TBD	At Cost
Plan Sheets	TBD	At cost	TBD	At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Jeff Black Title*: President

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: jeff@blackwater-eng.com Phone Number: 209.322.1820

Address: 602 Lyell Drive, Modesto, CA 95356

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Water and Wastewater Civil Engineering

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Crawford & Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Participation Amount $ _____ Date ########

For Combined Rate:	Fringe Benefit %		Overhead %		General Admission %		Combined Indirect Cost Rate (ICR) %
	88.29%	+	116.79%	+	20.00%	=	225.08%
					Fee	=	10%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Benjamin Crawford *	$ 241.69	N/A	N/A	7/1/2022	6/30/2023	$ 67.59		Not Applicable
Principal	$ 248.94	N/A	N/A	7/1/2023	6/30/2024	$ 69.62	3.00%	
	$ 256.41	N/A	N/A	7/1/2024	6/30/2025	$ 71.71	3.00%	
	$ 264.11	N/A	N/A	7/1/2025	6/30/2026	$ 73.86	3.00%	
	$ 272.03	N/A	N/A	7/1/2026	6/30/2027	$ 76.07	3.00%	
Chris Trumbull *	$ 251.71	N/A	N/A	7/1/2022	6/30/2023	$ 70.39		Not Applicable
Senior Project Manager	$ 259.26	N/A	N/A	7/1/2023	6/30/2024	$ 72.50	3.00%	
	$ 267.04	N/A	N/A	7/1/2024	6/30/2025	$ 74.68	3.00%	
	$ 275.05	N/A	N/A	7/1/2025	6/30/2026	$ 76.92	3.00%	
	$ 283.30	N/A	N/A	7/1/2026	6/30/2027	$ 79.22	3.00%	
Eric Nichols *	$ 203.15	N/A	N/A	7/1/2022	6/30/2023	$ 56.81		Not Applicable
Senior Project Manager	$ 209.24	N/A	N/A	7/1/2023	6/30/2024	$ 58.51	3.00%	
	$ 215.52	N/A	N/A	7/1/2024	6/30/2025	$ 60.27	3.00%	
	$ 221.98	N/A	N/A	7/1/2025	6/30/2026	$ 62.08	3.00%	
	$ 228.64	N/A	N/A	7/1/2026	6/30/2027	$ 63.94	3.00%	
Project Manager	$ 180.58	N/A	N/A	7/1/2022	6/30/2023	$ 50.50		$ 49.00 - $ 52.00
TBD	$ 186.00	N/A	N/A	7/1/2023	6/30/2024	$ 52.02	3.00%	$ 50.47 - $ 53.56
	$ 191.58	N/A	N/A	7/1/2024	6/30/2025	$ 53.58	3.00%	$ 51.98 - $ 55.17
	$ 197.33	N/A	N/A	7/1/2025	6/30/2026	$ 55.18	3.00%	$ 53.54 - $ 56.82
	$ 203.25	N/A	N/A	7/1/2026	6/30/2027	$ 56.84	3.00%	$ 55.15 - $ 58.53
Senior Geologist	$ 166.03	$ 189.24	$ 212.46	7/1/2022	6/30/2023	$ 46.43		$ 42.85 - $ 50.00
TBD	$ 171.01	$ 194.92	$ 218.83	7/1/2023	6/30/2024	$ 47.82	3.00%	$ 44.14 - $ 51.50
	$ 176.14	$ 200.77	$ 225.40	7/1/2024	6/30/2025	$ 49.26	3.00%	$ 45.46 - $ 53.05
	$ 181.42	$ 206.79	$ 232.16	7/1/2025	6/30/2026	$ 50.74	3.00%	$ 46.82 - $ 54.64
	$ 186.87	$ 212.99	$ 239.12	7/1/2026	6/30/2027	$ 52.26	3.00%	$ 48.23 - $ 56.28
Senior Engineer	$ 166.03	$ 189.24	$ 212.46	7/1/2022	6/30/2023	$ 46.43		$ 42.85 - $ 50.00
TBD	$ 171.01	$ 194.92	$ 218.83	7/1/2023	6/30/2024	$ 47.82	3.00%	$ 44.14 - $ 51.50
	$ 176.14	$ 200.77	$ 225.40	7/1/2024	6/30/2025	$ 49.26	3.00%	$ 45.46 - $ 53.05
	$ 181.42	$ 206.79	$ 232.16	7/1/2025	6/30/2026	$ 50.74	3.00%	$ 46.82 - $ 54.64
	$ 186.87	$ 212.99	$ 239.12	7/1/2026	6/30/2027	$ 52.26	3.00%	$ 48.23 - $ 56.28
Project Engineer II	$ 140.82	$ 160.51	$ 180.20	7/1/2022	6/30/2023	$ 39.38		$ 37.25 - $ 41.50
TBD	$ 145.04	$ 165.32	$ 185.60	7/1/2023	6/30/2024	$ 40.56	3.00%	$ 38.37 - $ 42.75
	$ 149.39	$ 170.28	$ 191.17	7/1/2024	6/30/2025	$ 41.78	3.00%	$ 39.52 - $ 44.03
	$ 153.88	$ 175.39	$ 196.91	7/1/2025	6/30/2026	$ 43.03	3.00%	$ 40.70 - $ 45.35
	$ 158.49	$ 180.65	$ 202.81	7/1/2026	6/30/2027	$ 44.32	3.00%	$ 41.93 - $ 46.71
Project Engineer I	$ 131.41	$ 149.79	$ 168.16	7/1/2022	6/30/2023	$ 36.75		$ 34.00 - $ 39.50
TBD	$ 135.36	$ 154.28	$ 173.21	7/1/2023	6/30/2024	$ 37.85	3.00%	$ 35.02 - $ 40.69
	$ 139.42	$ 158.91	$ 178.40	7/1/2024	6/30/2025	$ 38.99	3.00%	$ 36.07 - $ 41.91
	$ 143.60	$ 163.68	$ 183.76	7/1/2025	6/30/2026	$ 40.16	3.00%	$ 37.15 - $ 43.16
	$ 147.91	$ 168.59	$ 189.27	7/1/2026	6/30/2027	$ 41.36	3.00%	$ 38.27 - $ 44.46
Staff Engineer	$ 110.85	$ 126.35	$ 141.85	7/1/2022	6/30/2023	$ 31.00		$ 29.00 - $ 33.00
TBD	$ 114.18	$ 130.14	$ 146.11	7/1/2023	6/30/2024	$ 31.93	3.00%	$ 29.87 - $ 33.99
	$ 117.60	$ 134.05	$ 150.49	7/1/2024	6/30/2025	$ 32.89	3.00%	$ 30.77 - $ 35.01
	$ 121.13	$ 138.07	$ 155.01	7/1/2025	6/30/2026	$ 33.87	3.00%	$ 31.69 - $ 36.06
	$ 124.77	$ 142.21	$ 159.66	7/1/2026	6/30/2027	$ 34.89	3.00%	$ 32.64 - $ 37.14
Administrative Assistant	$ 103.70	N/A	N/A	7/1/2022	6/30/2023	$ 29.00		$ 28.00 - $ 30.00
TBD	$ 106.81	N/A	N/A	7/1/2023	6/30/2024	$ 29.87	3.00%	$ 28.84 - $ 30.90
	$ 110.02	N/A	N/A	7/1/2024	6/30/2025	$ 30.77	3.00%	$ 29.71 - $ 31.83
	$ 113.32	N/A	N/A	7/1/2025	6/30/2026	$ 31.69	3.00%	$ 30.60 - $ 32.78
	$ 116.72	N/A	N/A	7/1/2026	6/30/2027	$ 32.64	3.00%	$ 31.51 - $ 33.77
Field Technician (PW) **	$ 145.29	$ 165.60	$ 185.92	7/1/2022	6/30/2023	$ 40.63		$ 39.25 - $ 42.00
	$ 149.65	$ 170.57	$ 191.50	7/1/2023	6/30/2024	$ 41.85	3.00%	$ 40.43 - $ 43.26
	$ 154.14	$ 175.69	$ 197.24	7/1/2024	6/30/2025	$ 43.10	3.00%	$ 41.64 - $ 44.56
	$ 158.76	$ 180.96	$ 203.16	7/1/2025	6/30/2026	$ 44.40	3.00%	$ 42.89 - $ 45.89
	$ 163.52	$ 186.39	$ 209.25	7/1/2026	6/30/2027	$ 45.73	3.00%	$ 44.18 - $ 47.27
Concrete Technician (PW) **	$ 134.56	$ 153.38	$ 172.19	7/1/2022	6/30/2023	$ 37.63		$ 36.00 - $ 39.25
	$ 138.60	$ 157.98	$ 177.36	7/1/2023	6/30/2024	$ 38.76	3.00%	$ 37.08 - $ 40.43
	$ 142.76	$ 162.72	$ 182.68	7/1/2024	6/30/2025	$ 39.92	3.00%	$ 38.19 - $ 41.64
	$ 147.04	$ 167.60	$ 188.16	7/1/2025	6/30/2026	$ 41.12	3.00%	$ 39.34 - $ 42.89
	$ 151.45	$ 172.63	$ 193.80	7/1/2026	6/30/2027	$ 42.35	3.00%	$ 40.52 - $ 44.18
Laborer Technician (PW) **	$ 116.90	$ 133.24	$ 149.59	7/1/2022	6/30/2023	$ 32.69		$ 29.38 - $ 36.00
	$ 120.40	$ 137.24	$ 154.07	7/1/2023	6/30/2024	$ 33.67	3.00%	$ 30.26 - $ 37.08
	$ 124.01	$ 141.35	$ 158.70	7/1/2024	6/30/2025	$ 34.68	3.00%	$ 31.17 - $ 38.19
	$ 127.73	$ 145.60	$ 163.46	7/1/2025	6/30/2026	$ 35.72	3.00%	$ 32.10 - $ 39.34
	$ 131.57	$ 149.96	$ 168.36	7/1/2026	6/30/2027	$ 36.79	3.00%	$ 33.07 - $ 40.52

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements much be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Crawford & Associates, Inc.**

Project **0** Date **11/15/2022**

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	TBD	Mile	IRS Rate	TBD
Per Diem	TBD	Day	GSA Rate	TBD
Permit Fees	TBD	At Cost	TBD	TBD
Traffic Control Equipment	TBD	Day	$ 150.00	TBD
Traffic Control (Minor)	TBD	Day	$ -	TBD
Traffic Control (Major)	TBD	At Cost	TBD	TBD
Drilling	TBD	At Cost	TBD	TBD
Steel Liners (MCAL)	TBD	Liner	$ 10.00	TBD
Hand Auger	TBD	Day	$ 150.00	TBD
Wildcat DCP Equipment	TBD	Day	$ 750.00	TBD
Wildcat DCP Tips	TBD	Each	$ 15.00	TBD
Core Machine with Generator	TBD	Day	$ 2,600.00	TBD
Core Machine Bit	TBD	Inch	$ 3.00	TBD
Core Boxes	TBD	Each	$ 17.25	TBD
Seismic Survey Equipment	TBD	Day	$ 1,300.00	TBD
Percolation Equipment	TBD	Day	$ 200.00	TBD
Backfill	TBD	Bag	$ 8.00	TBD
In-House Laboratory Testing (Crawford 2022 Rates, Attached)	TBD	Lump Sum	TBD	TBD
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administratio Engineering and Design Related
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when ap

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature: Date of Certification (mm/dd/yyyy): 11/15/2022

Email: ben.crawford@crawford-inc.com Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	250.00	288.52	327.05	11/1/2022	12/31/2022	77.04	0%	N/A
Executive	257.49	297.17	336.84	1/1/2023	12/31/2023	79.35	3.00%	N/A
Non-Exempt	265.21	306.08	346.94	1/1/2024	12/31/2024	81.73	3.00%	N/A
	273.16	315.25	357.34	1/1/2025	12/31/2025	84.18	3.00%	N/A
	281.37	324.73	368.08	1/1/2026	12/31/2026	86.71	3.00%	N/A
Staff Geologist	175.00	201.97	228.93	11/1/2022	12/31/2022	53.93	0%	N/A
Scientist	180.26	208.03	235.81	1/1/2023	12/31/2023	55.55	3.00%	N/A
Non-Exempt	185.68	214.29	242.90	1/1/2024	12/31/2024	57.22	3.00%	N/A
	191.26	220.73	250.20	1/1/2025	12/31/2025	58.94	3.00%	N/A
	197.00	227.36	257.71	1/1/2026	12/31/2026	60.71	3.00%	N/A
Administration	100.00	115.41	130.82	11/1/2022	12/31/2022	30.82	0%	N/A
Administration	103.00	118.87	134.74	1/1/2023	12/31/2023	31.74	3.00%	N/A
Non-Exempt	106.08	122.42	138.77	1/1/2024	12/31/2024	32.69	3.00%	N/A
	109.26	126.09	142.93	1/1/2025	12/31/2025	33.67	3.00%	N/A
	112.54	129.88	147.22	1/1/2026	12/31/2026	34.68	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **AEGIS Groundwater Consulting, LLC** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At Cost	TBD	At Cost
Permit Fees	TBD	At Cost	TBD	At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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DocuSign Envelope ID: 4BA9C203-AD25-4761-A108-F18D57DB575B

EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Christopher Johnson Title*: President and Principal Hydrogeologist

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: chris@aegisgw.com Phone Number: 559.981.2313

Address: 1177 East Shaw Avenue, Suite 101, Fresno, California 93710

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Hydrogeological Support Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Amy Augustine, AICP	90.00	N/C	N/C	11/1/2022	12/31/2022	30.88	0%	N/A
President	94.50	N/C	N/C	1/1/2023	12/31/2023	32.42	5.00%	N/A
Exempt	99.23	N/C	N/C	1/1/2024	12/31/2024	34.04	5.00%	N/A
	104.18	N/C	N/C	1/1/2025	12/31/2025	35.74	5.00%	N/A
	109.40	N/C	N/C	1/1/2026	12/31/2026	37.53	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Augustine Planning Associates, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At Cost	TBD	At Cost
Permit Fees	TBD	At Cost	TBD	At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Amy Augustine Title*: President

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: tuolandplanner@gmail.com Phone Number: 209.532.7376

Address: 270 S. Barretta, Suite C, P.O. Box 3117, Sonora, CA 95370

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Environmental Support Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	200.02	N/C	N/C	10/1/2022	12/31/2022	61.64	0%	N/A
Executive	210.02	N/C	N/C	1/1/2023	12/31/2023	64.72	5.00%	N/A
Exempt	220.53	N/C	N/C	1/1/2024	12/31/2024	67.96	5.00%	N/A
	231.56	N/C	N/C	1/1/2025	12/31/2025	71.36	5.00%	N/A
	243.15	N/C	N/C	1/1/2026	12/31/2026	74.93	5.00%	N/A
Principal Engineer	175.00	N/C	N/C	10/1/2022	12/31/2022	53.93	0%	N/A
Engineer	183.76	N/C	N/C	1/1/2023	12/31/2023	56.63	5.00%	N/A
Exempt	192.95	N/C	N/C	1/1/2024	12/31/2024	59.46	5.00%	N/A
	202.59	N/C	N/C	1/1/2025	12/31/2025	62.43	5.00%	N/A
	212.71	N/C	N/C	1/1/2026	12/31/2026	65.55	5.00%	N/A
Electrical Engineer	140.02	N/C	N/C	10/1/2022	12/31/2022	43.15	0%	N/A
Engineer	147.03	N/C	N/C	1/1/2023	12/31/2023	45.31	5.00%	N/A
Exempt	154.40	N/C	N/C	1/1/2024	12/31/2024	47.58	5.00%	N/A
	162.12	N/C	N/C	1/1/2025	12/31/2025	49.96	5.00%	N/A
	170.23	N/C	N/C	1/1/2026	12/31/2026	52.46	5.00%	N/A
Designer	100.01	N/C	N/C	10/1/2022	12/31/2022	30.82	0%	N/A
Technical	105.01	N/C	N/C	1/1/2023	12/31/2023	32.36	5.00%	N/A
Exempt	110.27	N/C	N/C	1/1/2024	12/31/2024	33.98	5.00%	N/A
	115.78	N/C	N/C	1/1/2025	12/31/2025	35.68	5.00%	N/A
	121.56	N/C	N/C	1/1/2026	12/31/2026	37.46	5.00%	N/A
CAD Technician	84.99	98.08	111.18	10/1/2022	12/31/2022	26.19	0%	N/A
Technical	89.24	102.99	116.74	1/1/2023	12/31/2023	27.50	5.00%	N/A
Non-Exempt	93.72	108.16	122.60	1/1/2024	12/31/2024	28.88	5.00%	N/A
	98.39	113.55	128.71	1/1/2025	12/31/2025	30.32	5.00%	N/A
	103.32	119.24	135.16	1/1/2026	12/31/2026	31.84	5.00%	N/A
Administration	75.02	86.58	98.14	10/1/2022	12/31/2022	23.12	0%	N/A
Administration	78.79	90.93	103.07	1/1/2023	12/31/2023	24.28	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Non-Exempt	82.72	95.46	108.21	1/1/2024	12/31/2024	25.49	5.00%	N/A
	86.84	100.22	113.60	1/1/2025	12/31/2025	26.76	5.00%	N/A
	91.18	105.23	119.28	1/1/2026	12/31/2026	28.10	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	5.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	5.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	195.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **HCS Engieering, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Permit Fees				At Cost
Plan Sheets				At Cost
Testing				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Richard Smith Title*: President

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: richard@hcs-eng.com Phone Number: 209-478-8270

Address: 4512 Feather River Dr., Suite F, Stockton, CA 95219

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Electrical Engineering

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Kent Hysell	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Principal - Land Surveying	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A
Anthony Cannella	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Principal - Engineering	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A
John Ellis	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Project Manager	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A
Nathan Bray	187.94	N/C	N/C	10/1/2022	12/31/2022	79.33	0%	N/A
Civil Engineer	197.33	N/C	N/C	1/1/2023	12/31/2023	83.29	5.00%	N/A
Exempt	207.18	N/C	N/C	1/1/2024	12/31/2024	87.45	5.00%	N/A
	217.54	N/C	N/C	1/1/2025	12/31/2025	91.82	5.00%	N/A
	228.41	N/C	N/C	1/1/2026	12/31/2026	96.41	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Rien Groenewoud	146.93	N/C	N/C	10/1/2022	12/31/2022	62.02	0%	N/A
Land Surveyor	154.28	N/C	N/C	1/1/2023	12/31/2023	65.12	5.00%	N/A
Exempt	162.00	N/C	N/C	1/1/2024	12/31/2024	68.38	5.00%	N/A
	170.11	N/C	N/C	1/1/2025	12/31/2025	71.80	5.00%	N/A
	178.61	N/C	N/C	1/1/2026	12/31/2026	75.39	5.00%	N/A
Nicole Cannella	129.28	N/C	N/C	10/1/2022	12/31/2022	54.57	0%	N/A
Land Surveyor II	135.75	N/C	N/C	1/1/2023	12/31/2023	57.30	5.00%	N/A
Exempt	142.55	N/C	N/C	1/1/2024	12/31/2024	60.17	5.00%	N/A
	149.68	N/C	N/C	1/1/2025	12/31/2025	63.18	5.00%	N/A
	157.17	N/C	N/C	1/1/2026	12/31/2026	66.34	5.00%	N/A
Casey Walker	127.57	N/C	N/C	10/1/2022	12/31/2022	53.85	0%	N/A
Designer	133.95	N/C	N/C	1/1/2023	12/31/2023	56.54	5.00%	N/A
Exempt	140.66	N/C	N/C	1/1/2024	12/31/2024	59.37	5.00%	N/A
	147.69	N/C	N/C	1/1/2025	12/31/2025	62.34	5.00%	N/A
	155.09	N/C	N/C	1/1/2026	12/31/2026	65.46	5.00%	N/A
Thomas Geiss	102.51	N/C	N/C	10/1/2022	12/31/2022	43.27	0%	N/A
Drafter	107.63	N/C	N/C	1/1/2023	12/31/2023	45.43	5.00%	N/A
Exempt	113.01	N/C	N/C	1/1/2024	12/31/2024	47.70	5.00%	N/A
	118.67	N/C	N/C	1/1/2025	12/31/2025	50.09	5.00%	N/A
	124.60	N/C	N/C	1/1/2026	12/31/2026	52.59	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Various	124.62	150.92	177.22	10/1/2022	12/31/2022	52.60	0%	N/A
Party Chief	130.85	158.46	186.08	1/1/2023	12/31/2023	55.23	5.00%	N/A
Non-Exempt	137.39	166.38	195.38	1/1/2024	12/31/2024	57.99	5.00%	N/A
	144.26	174.70	205.15	1/1/2025	12/31/2025	60.89	5.00%	N/A
	151.46	183.43	215.39	1/1/2026	12/31/2026	63.93	5.00%	N/A
Various	109.29	132.36	155.42	10/1/2022	12/31/2022	46.13	0%	N/A
Chainmen	114.76	138.98	163.20	1/1/2023	12/31/2023	48.44	5.00%	N/A
Non-Exempt	120.50	145.93	171.36	1/1/2024	12/31/2024	50.86	5.00%	N/A
	126.51	153.21	179.91	1/1/2025	12/31/2025	53.40	5.00%	N/A
	132.84	160.87	188.91	1/1/2026	12/31/2026	56.07	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	115.38%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **NorthStar Engineering Group, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Permit Fees				At Cost
Plan Sheets				At Cost
Testing				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Kent Hysell Title*: CFO

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: khysell@nseng.net Phone Number: 229-524-3525

Address: 620 12th Street, Modesto, CA 95354

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Civil Engineering and Land Surveying Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: November 18, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Principal	250.00	N/C	N/C	10/1/2022	12/31/2022	69.93	0%	N/A
Executive	269.98	N/C	N/C	1/1/2023	12/31/2023	75.52	8.00%	N/A
Exempt	283.50	N/C	N/C	1/1/2024	12/31/2024	79.30	5.00%	N/A
	297.69	N/C	N/C	1/1/2025	12/31/2025	83.27	5.00%	N/A
	312.56	N/C	N/C	1/1/2026	12/31/2026	87.43	5.00%	N/A
Project Manager	190.00	N/C	N/C	10/1/2022	12/31/2022	53.15	0%	N/A
Engineer	205.21	N/C	N/C	1/1/2023	12/31/2023	57.40	8.00%	N/A
Exempt	215.47	N/C	N/C	1/1/2024	12/31/2024	60.27	5.00%	N/A
	226.23	N/C	N/C	1/1/2025	12/31/2025	63.28	5.00%	N/A
	237.52	N/C	N/C	1/1/2026	12/31/2026	66.44	5.00%	N/A
Associate Engineer	155.00	176.68	198.36	10/1/2022	12/31/2022	43.36	0%	N/A
Engineer	167.42	190.83	214.25	1/1/2023	12/31/2023	46.83	8.00%	N/A
Non-Exempt	175.78	200.37	224.95	1/1/2024	12/31/2024	49.17	5.00%	N/A
	184.58	210.39	236.21	1/1/2025	12/31/2025	51.63	5.00%	N/A
	193.80	220.91	248.01	1/1/2026	12/31/2026	54.21	5.00%	N/A
Assistant Engineer	120.00	136.78	153.57	10/1/2022	12/31/2022	33.57	0%	N/A
Engineer	129.59	147.72	165.84	1/1/2023	12/31/2023	36.25	8.00%	N/A
Non-Exempt	136.06	155.09	174.12	1/1/2024	12/31/2024	38.06	5.00%	N/A
	142.86	162.84	182.82	1/1/2025	12/31/2025	39.96	5.00%	N/A
	150.01	170.99	191.97	1/1/2026	12/31/2026	41.96	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: November 18, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Senior CAD Technician	115.00	131.08	147.17	10/1/2022	12/31/2022	32.17	0%	N/A
Technical	124.20	141.57	158.94	1/1/2023	12/31/2023	34.74	8.00%	N/A
Non-Exempt	130.42	148.66	166.90	1/1/2024	12/31/2024	36.48	5.00%	N/A
	136.92	156.07	175.22	1/1/2025	12/31/2025	38.30	5.00%	N/A
	143.79	163.90	184.01	1/1/2026	12/31/2026	40.22	5.00%	N/A
CAD Technician	85.00	96.89	108.78	10/1/2022	12/31/2022	23.78	0%	N/A
Technical	91.81	104.65	117.49	1/1/2023	12/31/2023	25.68	8.00%	N/A
Non-Exempt	96.38	109.86	123.34	1/1/2024	12/31/2024	26.96	5.00%	N/A
	101.21	115.36	129.52	1/1/2025	12/31/2025	28.31	5.00%	N/A
	106.28	121.15	136.01	1/1/2026	12/31/2026	29.73	5.00%	N/A
Administration	90.00	102.59	115.17	10/1/2022	12/31/2022	25.17	0%	N/A
Administration	97.20	110.80	124.39	1/1/2023	12/31/2023	27.19	8.00%	N/A
Non-Exempt	102.07	116.34	130.62	1/1/2024	12/31/2024	28.55	5.00%	N/A
	107.18	122.17	137.16	1/1/2025	12/31/2025	29.98	5.00%	N/A
	112.54	128.28	144.02	1/1/2026	12/31/2026	31.48	5.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: November 18, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Pelton Wylie + Fahrney Enigneering, Inc.** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 11/18/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Plan Sheets				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Nicholas Fahrney Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 11/18/2022

Email: nick@pwf-eng.com Phone Number: 209.575.9619

Address: 2813 Coffee Rd, Suite D1 Modesto, CA 95355

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Structural Engineering

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Expert Witness/Testimony	375.00	427.45	479.89	10/1/2022	12/31/2022	104.90	0%	N/A
0	399.36	455.22	511.07	1/1/2023	12/31/2023	111.71	6.50%	N/A
0	439.30	500.74	562.18	1/1/2024	12/31/2024	122.88	10.00%	N/A
	483.23	550.82	618.40	1/1/2025	12/31/2025	135.17	10.00%	N/A
	531.57	605.91	680.26	1/1/2026	12/31/2026	148.69	10.00%	N/A
Chief Scientist	300.00	341.95	383.91	10/1/2022	12/31/2022	83.92	0%	N/A
0	330.01	376.16	422.32	1/1/2023	12/31/2023	92.31	10.00%	N/A
0	363.01	413.78	464.55	1/1/2024	12/31/2024	101.54	10.00%	N/A
	399.29	455.14	510.98	1/1/2025	12/31/2025	111.69	10.00%	N/A
	439.22	500.65	562.08	1/1/2026	12/31/2026	122.86	10.00%	N/A
Principal	230.00	262.17	294.33	10/1/2022	12/31/2022	64.34	0%	N/A
0	250.00	284.96	319.93	1/1/2023	12/31/2023	69.93	8.70%	N/A
0	274.99	313.45	351.91	1/1/2024	12/31/2024	76.92	10.00%	N/A
	302.48	344.79	387.09	1/1/2025	12/31/2025	84.61	10.00%	N/A
	332.73	379.26	425.80	1/1/2026	12/31/2026	93.07	10.00%	N/A
Project Manager	180.00	205.18	230.35	10/1/2022	12/31/2022	50.35	0%	N/A
0	198.02	225.71	253.41	1/1/2023	12/31/2023	55.39	10.00%	N/A
0	217.82	248.29	278.75	1/1/2024	12/31/2024	60.93	10.00%	N/A
	239.60	273.11	306.62	1/1/2025	12/31/2025	67.02	10.00%	N/A
	263.55	300.41	337.27	1/1/2026	12/31/2026	73.72	10.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate			
	Fringe Benefit % + General & Administrative %	=	225.00% Home Office ICR%
OR			
For Home Office Rate			
	Fringe Benefit % + General & Administrative %	=	0.00% Home Office ICR%
For Field Office Rate			
	Fringe Benefit % + General & Administrative %	=	0.00% Field Office ICR%

FEE %	=	10.0%

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Project Technical Staff	140.00	159.58	179.16	10/1/2022	12/31/2022	39.16	0%	N/A
0	155.41	177.14	198.88	1/1/2023	12/31/2023	43.47	11.00%	N/A
0	170.96	194.87	218.78	1/1/2024	12/31/2024	47.82	10.00%	N/A
	188.05	214.35	240.65	1/1/2025	12/31/2025	52.60	10.00%	N/A
	206.85	235.78	264.71	1/1/2026	12/31/2026	57.86	10.00%	N/A
Field Engineer	120.00	136.79	153.57	10/1/2022	12/31/2022	33.57	0%	N/A
0	131.99	150.45	168.91	1/1/2023	12/31/2023	36.92	10.00%	N/A
0	145.18	165.49	185.79	1/1/2024	12/31/2024	40.61	10.00%	N/A
	159.70	182.03	204.37	1/1/2025	12/31/2025	44.67	10.00%	N/A
	175.68	200.25	224.82	1/1/2026	12/31/2026	49.14	10.00%	N/A
Drafting	100.00	113.99	127.97	10/1/2022	12/31/2022	27.97	0%	N/A
0	110.00	125.39	140.77	1/1/2023	12/31/2023	30.77	10.00%	N/A
0	121.01	137.94	154.86	1/1/2024	12/31/2024	33.85	10.00%	N/A
	133.13	151.75	170.37	1/1/2025	12/31/2025	37.24	10.00%	N/A
	146.43	166.91	187.39	1/1/2026	12/31/2026	40.96	10.00%	N/A
Shop/Field Tech	80.00	91.19	102.37	10/1/2022	12/31/2022	22.38	0%	N/A
0	87.98	100.29	112.59	1/1/2023	12/31/2023	24.61	10.00%	N/A
0	96.78	110.31	123.85	1/1/2024	12/31/2024	27.07	10.00%	N/A
	106.46	121.35	136.24	1/1/2025	12/31/2025	29.78	10.00%	N/A
	117.12	133.50	149.88	1/1/2026	12/31/2026	32.76	10.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Admin	65.00	74.09	83.18	10/1/2022	12/31/2022	18.18	0%	N/A
0	85.16	97.07	108.98	1/1/2023	12/31/2023	23.82	31.00%	N/A
0	93.67	106.77	119.87	1/1/2024	12/31/2024	26.20	10.00%	N/A
	103.03	117.44	131.85	1/1/2025	12/31/2025	28.82	10.00%	N/A
	113.33	129.18	145.03	1/1/2026	12/31/2026	31.70	10.00%	N/A
0	0.00	0.00	0.00	10/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	6.50%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	10.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	10.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	10.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	225.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Realtime Aquifer Services (RAS, Inc.)** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	$0.625	At Cost
Reprographics, Delivery, Postage/Shipping				At Cost
Permit Fees				At Cost
Plan Sheets				At Cost
Testing				At Cost
Vehicle (Company; Rental)				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost
<Other ODC - List Specific Name Here>				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: William Pedler Title*: President / Geological Engineer

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: bpedler@rasinc.org Phone Number: (559) 590-0555

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Aquifers and Groundwater Systems Consulting

Technical Service Call Out Rates
Downhole Surveys

		Year			
		2022	2023	2024	2025
Basic Logs - Per Day or Per Well [a]					
1-man crew (10-hours/day)	$	1,350.00	1485	1634	1797
2-man crew (10-hours/day)	$	1,875.00	2063	2269	2496
Truck- per truck	$	375.00	413	454	499
3-arm Caliper	$	500.00	550	605	666
Natural G/EM	$	500.00	550	605	666
Resistivity/E-log	$	1,500.00	1650	1815	1997
EM Flowmeter (pumping may require added eqpt costs)	$	850.00	935	1029	1131
Heat-pulse Flowmeter	$	1,025.00	1128	1240	1364
Sonic	$	1,500.00	1650	1815	1997
Neutron/Gamma-gamma density [b]	$	1,350.00	1485	1634	1797
Analog Video (includes call out and summary report)	$	1,500.00	1650	1815	1997
Spectral Gamma [c]	$	2,000.00	2200	2420	2662
Acoustic/Optical Televiewer [d]	$	1,500.00	1650	1815	1997
Nuclear Magnetic Resonance (NMR)		Custom	Custom	Custom	Custom
Mileage (per mile cost from depot - will vary per eqpt callout)		$3.00-5.00	$3.50-5.50	$4.00-6.00	$4.50-6.50
Advanced Logs[e]					
Advanced Flow & Water Quality Profiling (Advanced multi-sensor tool/advanced software processing)/Hydrophysical/EMFM Logging & Sampling (Max 1000 ft)[f]		$2,600-4,800	$2,900-5,200	$3,200-5,700	$3,600-6,500
Samples (@ Flow Profiling rate includes up to 7 per day/ or $550/sample)					
Colloidal Borescope Flowmeter (Daily rate, Max 1000 ft)	$	2,600 -3,800	$2,900-5,200	$3,200-5,700	$3,600-6,500
Wireline Straddle Packer (3-6 inch dia wells, up to 500 ft submergence)		$3,200-4,800	$3,500-5,200	$3,850-5,750	$4,250-6,500
Reporting/Interpretation/Presentation - Scope of Work	$ SOW/job basis				
(1 copy of deliverables unless otherwise specified)	$	1,500 min			
Overtime/Standby (standard 10 hrs/day)	10% of Total Daily Rate/Hour				
Per Diem charged at minimum of Government FAR rates.					

Other Services

Aquifer and Cross Hole Flow Testing	Custom
Flow Rate Data Logger and Pressure Transducers (Pump tes	Custom
Borehole Geophysical/Hydrophysical Logging Class (CEUs	Custom

Other services available on custom job basis. All costs are based on standard terms and conditions and subject to modification depending upon project/site conditions. There are no footage minimum charges.

[a] Full charges for Basic Logs may be based on a per well rate which will include crew and truck, or may include the sum of applicable daily charges. There are no footage charges. Charges may change depending on equipment availability.
[b] Additional radioactive source fees may be applicable.
[c] A one time checkout fee of $3000+ will also apply to this measurement.
[d] Century tool is lower resolution and lower cost; higher resolution tools are at higher rates.
[e] Rates for advanced logs include all crew and truck fees for 10 hrs/day. Sampling @ $125/1-liter.
[f] Daily rate for wells up to 1000 ft in depth. Deeper or extremely high yield wells may require custom bid.
[g] Daily rate. Wells greater than 500 ft submergence may require custom bid.

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Project Administrator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Principal Investigator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Project Manager	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Field Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Laboratory Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Senior Archaeologist	95.48	111.86	128.24	11/1/2022	12/31/2022	32.76	0%	N/A
0	98.35	115.22	132.09	1/1/2023	12/31/2023	33.74	3.00%	N/A
0	101.30	118.67	136.05	1/1/2024	12/31/2024	34.75	3.00%	N/A
	104.33	122.22	140.12	1/1/2025	12/31/2025	35.79	3.00%	N/A
	107.45	125.88	144.31	1/1/2026	12/31/2026	36.86	3.00%	N/A
Crew Chief	90.18	105.65	121.11	11/1/2022	12/31/2022	30.94	0%	N/A
0	92.87	108.80	124.73	1/1/2023	12/31/2023	31.86	3.00%	N/A
0	95.67	112.08	128.49	1/1/2024	12/31/2024	32.82	3.00%	N/A
	98.53	115.43	132.33	1/1/2025	12/31/2025	33.80	3.00%	N/A
	101.47	118.88	136.28	1/1/2026	12/31/2026	34.81	3.00%	N/A
Field Technician	74.26	87.00	99.73	11/1/2022	12/31/2022	25.48	0%	N/A
0	76.49	89.61	102.73	1/1/2023	12/31/2023	26.24	3.00%	N/A
0	78.79	92.31	105.82	1/1/2024	12/31/2024	27.03	3.00%	N/A
	81.15	95.07	108.99	1/1/2025	12/31/2025	27.84	3.00%	N/A
	83.60	97.94	112.28	1/1/2026	12/31/2026	28.68	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
GIS Analyst	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
OR				
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%

FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Project Administrator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Principal Investigator	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
Project Manager	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Field Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
Laboratory Director	100.79	118.08	135.37	11/1/2022	12/31/2022	34.58	0%	N/A
0	103.80	121.61	139.41	1/1/2023	12/31/2023	35.61	3.00%	N/A
0	106.92	125.26	143.60	1/1/2024	12/31/2024	36.68	3.00%	N/A
	110.13	129.02	147.91	1/1/2025	12/31/2025	37.78	3.00%	N/A
	113.42	132.88	152.33	1/1/2026	12/31/2026	38.91	3.00%	N/A
Senior Archaeologist	95.48	111.86	128.24	11/1/2022	12/31/2022	32.76	0%	N/A
0	98.35	115.22	132.09	1/1/2023	12/31/2023	33.74	3.00%	N/A
0	101.30	118.67	136.05	1/1/2024	12/31/2024	34.75	3.00%	N/A
	104.33	122.22	140.12	1/1/2025	12/31/2025	35.79	3.00%	N/A
	107.45	125.88	144.31	1/1/2026	12/31/2026	36.86	3.00%	N/A
Crew Chief	90.18	105.65	121.11	11/1/2022	12/31/2022	30.94	0%	N/A
0	92.87	108.80	124.73	1/1/2023	12/31/2023	31.86	3.00%	N/A
0	95.67	112.08	128.49	1/1/2024	12/31/2024	32.82	3.00%	N/A
	98.53	115.43	132.33	1/1/2025	12/31/2025	33.80	3.00%	N/A
	101.47	118.88	136.28	1/1/2026	12/31/2026	34.81	3.00%	N/A
Field Technician	74.26	87.00	99.73	11/1/2022	12/31/2022	25.48	0%	N/A
0	76.49	89.61	102.73	1/1/2023	12/31/2023	26.24	3.00%	N/A
0	78.79	92.31	105.82	1/1/2024	12/31/2024	27.03	3.00%	N/A
	81.15	95.07	108.99	1/1/2025	12/31/2025	27.84	3.00%	N/A
	83.60	97.94	112.28	1/1/2026	12/31/2026	28.68	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			
GIS Analyst	111.39	130.50	149.61	11/1/2022	12/31/2022	38.21	0%	N/A
0	114.73	134.41	154.09	1/1/2023	12/31/2023	39.36	3.00%	N/A
0	118.17	138.44	158.71	1/1/2024	12/31/2024	40.54	3.00%	N/A
	121.73	142.61	163.49	1/1/2025	12/31/2025	41.76	3.00%	N/A
	125.37	146.88	168.38	1/1/2026	12/31/2026	43.01	3.00%	N/A
0	0.00	0.00	0.00	11/1/2022	12/31/2022	0.00	0%	N/A
0	0.00	0.00	0.00	1/1/2023	12/31/2023	0.00	3.00%	N/A
0	0.00	0.00	0.00	1/1/2024	12/31/2024	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2025	12/31/2025	0.00	3.00%	N/A
	0.00	0.00	0.00	1/1/2026	12/31/2026	0.00	3.00%	N/A

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ALL ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount: $ - Date: December 9, 2022

For Combined Rate				
	Fringe Benefit % + General & Administrative %	=	165.00%	Home Office ICR%
	OR			
For Home Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate				
	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%
	FEE %	=	10.0%	

BILLING INFORMATION / CALCULATION INFORMATION

Name / Job Title / Classification[1]	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate[4]	% or $ Increase	Hourly Range for Classifications Only
	Straight[3]	OT (1.5x)	OT (2.0x)	From	To			

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: **Solano Archaeological Services** ☐ Prime Consultant ☑ Subconsultant

Project No. _____ Contract No. _____ Date: 12/9/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add Additional Pages As Necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Mile	IRS Rate	At Cost
Reprographics, Delivery, Postage/Shipping	TBD	At Cost	TBD	At Cost
Permit Fees	TBD	At Cost	TBD	At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost
				At Cost

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Brian Ludwig Title*: Principal Investigator

Signature: _____ Date of Certification (mm/dd/yyyy): 12/9/2022

Email: brian@solanoarchaeology.com Phone Number: (530) 417-7007

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Archaeological Services

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, 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 _____, 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.

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.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. 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, 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.

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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 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:

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

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.

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.

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.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 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 Part 31 or 2 CFR Part 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 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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. 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 CONSUTANT, 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.

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 Part 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

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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.

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

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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.

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.

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.

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 bidding 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 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

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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 Part 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.

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 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:

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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.

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

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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 prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime 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 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

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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.

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.

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

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to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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.

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.

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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 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 Part 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.

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

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.

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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 List System maintained by the U.S. General Services Administration are to be determined by FHWA.

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BLACWAT-01 MSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 1560 Cummins Drive, Suite A Modesto, CA 95358-6406	CONTACT NAME: PHONE (A/C, No, Ext): (209) 578-0183 FAX (A/C, No): (209) 578-1841 E-MAIL ADDRESS:
INSURED Black Water Consulting Engineers, Inc. 602 Lyell Drive Modesto, CA 95356	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Co — 20508 INSURER B : National Fire Insurance of Hartford — 20478 INSURER C : Lloyds of London — 15792 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	B6045289343	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BUA6076293974	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			B7018700970	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liabili			AE233286	1/1/2023	1/1/2024	Ea Claim	2,000,000
C	Professional Liabili			AE233286	1/1/2023	1/1/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mariposa County Public Works Dept its officers, officials, employees, and volunteers are to be covered as additional insureds and waiver of subrogation applies per the attached SB146968C 10-19 endorsement., Auto additional insured per attached SCA23500
Primary and non-contributory applies when required by written contract per attached CNA80103XX (09-14) on both General Liability and Auto Liability.

CERTIFICATE HOLDER

Mariposa County Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Black Water Consulting Engineers, Inc. 602 Lyell Dr Modesto CA 95356	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Security National Insurance Company 19879 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2807064 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	SWC1415259	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Certificate Of Completion

Envelope Id: 4BA9C203AD254761A108F18D57DB575B
Status: Completed
Subject: Complete with DocuSign: 22-725 - Black Water Agreement.pdf
Source Envelope:
Document Pages: 82
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

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Pool: StateLocal

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Location: DocuSign

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 10:22:12 AM Viewed: 3/7/2023 11:33:50 AM Signed: 3/7/2023 11:34:39 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 68.233.193.130 Signed using mobile	Sent: 3/7/2023 11:34:45 AM Resent: 3/8/2023 7:09:34 AM Viewed: 3/8/2023 8:26:25 AM Signed: 3/8/2023 8:27:21 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/8/2023 8:27:28 AM Viewed: 3/9/2023 2:34:34 PM Signed: 3/9/2023 2:34:42 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Jeff Black jeff@blackwater-eng.com President Black Water Consulting Engineers, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Jeff Black C402305842784ED... Signature Adoption: Pre-selected Style Using IP Address: 96.77.253.145	Sent: 3/9/2023 2:34:47 PM Viewed: 3/9/2023 2:47:43 PM Signed: 3/9/2023 2:47:56 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/9/2023 2:47:43 PM ID: cbb5571d-1b69-4d9c-9b2d-ee45d238844d		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/9/2023 2:48:01 PM Viewed: 3/13/2023 6:55:41 AM Signed: 3/13/2023 6:55:46 AM
Electronic Record and Signature Disclosure: Accepted: 12/30/2022 10:48:53 AM ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2023 10:22:12 AM
Certified Delivered	Security Checked	3/13/2023 6:55:41 AM
Signing Complete	Security Checked	3/13/2023 6:55:46 AM
Completed	Security Checked	3/13/2023 6:55:46 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Public Comments on Non-Agenda Items Received by the Board

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RECOMMENDATION AND JUSTIFICATION

Public Comments on Non-Agenda Items Received by the Board:

- Operation Dark Sky - Pratt
- Starbucks - Santschi

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has, in the past, received comments on non-agenda items.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Pratt - Email - Redacted**
2. **Mariposa Supervisors Letter 122723 - Pratt**
3. **DarkSky-General-Brochure-English-07-2023-2 - Pratt**
4. **Santschi - Letter - Starbucks**

From:	Beth Pratt
To:	Rosemarie Smallcombe; Shannon Poe; Danette Toso; Wayne Forsythe; Miles Menetrey
Cc:	Board Clerk
Subject:	Public comment non-agenda item: Proposal for International Dark Sky Places program
Date:	Wednesday, December 27, 2023 8:04:04 PM
Attachments:	Mariposa Supervisors Letter 122723.pdf DarkSky-General-Brochure-English-07-2023-2.pdf

---

Some people who received this message don't often get email from [redacted]@mac.com. Learn why this is important

Dear Mariposa County Supervisors:

Please see attached letter and brochure regarding a proposal to enter Mariposa County into the International Dark Sky Places program.

Thank you for your consideration.

Beth Pratt
Midpines resident

December 27, 2023

Mariposa County Board of Supervisors
Rosemarie Smallcombe
Shannon Poe
Danette Toso
Wayne Forsythe
Miles Menetrey

Dear Mariposa County Board of Supervisors:

My name is Beth Pratt, and I have lived in Midpines for 25 years. I worked as the Vice President/CFO for the Yosemite Conservancy for nine years, and I currently serve as the California Regional Executive Director for the National Wildlife Federation. I lead wildlife conservation projects across the state, and have also studied the local wildlife here extensively. My new book, *Yosemite Wildlife*, will be published next year. I love Mariposa County, and enjoy the natural environment it offers as well as the wonderful community of people.

Like many, I chose to live in Mariposa County because of the incredible natural landscape, the proximity to wildlife, and the ability to connect to nature. Many of us who work remotely make the choice to live here because of these characteristics of the area, and this brings economic benefits to local businesses given we can spend our salaries and pay taxes in the county. I also cherish this area for continuing to uphold the rural community values that protect this natural landscape and the wild world, and also the social fabric that accompanies it. Mariposa County is also treasured by visitors for their ability to spend time in the natural world, encounter wildlife, and view the spectacular scenery, and of course this also is a major driver of our local economy.

We need look no further than places like Oakhurst or Sonora to witness the troubling issues that come with overdevelopment and outsized growth. Indeed, a loss of our rural community character can also result in the alienation of residents and tourists who choose to go elsewhere to seek escape from an overdeveloped landscape that starts to banish the very natural world and rural community values they once sought here.

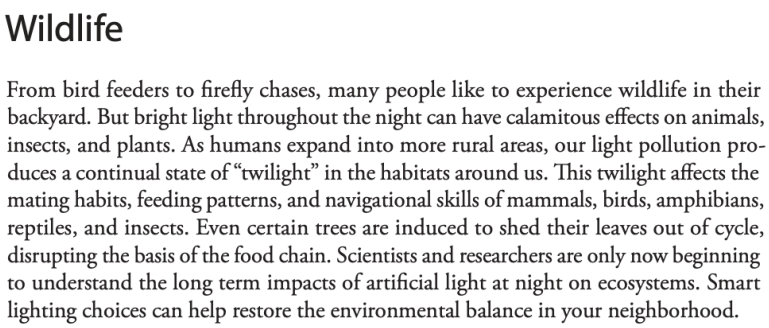
I want to ensure that all of our cherished values endure. As such, I am writing to you to propose for consideration that Mariposa County join the International Dark Sky Places program. Joining this program will not only ensure we retain a major component of the rural character of our region, but also ensure the health of people, protect our wildlife, save energy, and preserve the economic advantage we possess for protecting the natural world and night sky viewing in our County and in and around Yosemite.

Light pollution is a growing concern across the globe and has impacts on both people and wildlife. Mariposa County currently possesses very little light pollution as compared with the rest of the state, and it's in the best interest of our community to maintain this standard. The

impacts of light pollution have been well studied. I offer links to scientific literature in the appendix and I have attached a brochure as well. In summary, as Dark Sky International notes:

> *"A growing body of evidence links the brightening night sky directly to measurable negative impacts on:*
>
> - *Wildlife and ecosystems*
> - *Human health*
> - *Energy and climate change*
> - *Crime and safety*
> - *Night sky heritage…"*

Mariposa County already features information about light pollution and "good neighbor" lighting guidelines on its website. This is a segment from the materials featured:



Wildlife

From bird feeders to firefly chases, many people like to experience wildlife in their backyard. But bright light throughout the night can have calamitous effects on animals, insects, and plants. As humans expand into more rural areas, our light pollution produces a continual state of "twilight" in the habitats around us. This twilight affects the mating habits, feeding patterns, and navigational skills of mammals, birds, amphibians, reptiles, and insects. Even certain trees are induced to shed their leaves out of cycle, disrupting the basis of the food chain. Scientists and researchers are only now beginning to understand the long term impacts of artificial light at night on ecosystems. Smart lighting choices can help restore the environmental balance in your neighborhood.

As the International Dark Sky Places program website states, "the program is recognized worldwide for protecting dark sites and communities through responsible lighting policies and public education." The benefits of the program include:

- Brings attention to the problem of light pollution and the need to preserve the night sky as a natural resource
- Supports management agencies in achieving long-term conservation targets and connecting people to nature
- Serves as an economic driver by fostering increased tourism and local economic activity

I know many in Mariposa County share these values and would agree with us joining this program. When Caltrans recently installed outsized lighted crosswalks signs in the historic area, many protested and they were reduced. Many of us who live here treasure the historic Mariposa character and want to preserve it. As the County grows, a lighting program would help to guide people to respect the rural character of the region, preserve our economic advantage as a county where people can experience the natural world, help us be good neighbors to each other, and also as noted, protect the wildlife we all treasure.

As we grow, we need to develop a shared set of values that does not allow for diminishing or harming the natural world and threatening our rural character. For example, the last few years,

as part of the Christmas decoration season, a resident has erected a flashing spotlight that can be seen for over twenty miles and has run nightly for over a month in the past. I (and many others) have no issues with Christmas lights, and enjoy them (I actually love the new giant Santa the same resident placed on their property), but a spotlight that can been seen as far as Cathey's Valley from Mariposa is beyond any reasonable Christmas decoration. The footprint is outsized—people can usually choose to drive past or look away from normal holiday lights on someone's home, but this light it forced upon people miles away. Although many support the light, it has also drawn numerous complaints from residents and comments from visitors about its inappropriate nature.

Please see the appendix for our initial attempts to educate via social media. Unfortunately, trying to ask for a compromise, as you can see from the correspondence, resulted in a response from of accusing us of being selfish, asking us to look beyond ourselves, and telling us we were luckily they didn't buy the more powerful light. I offer this example not to penalize the owner, but to demonstrate that attempts to educate and appeals to moderation have not been successful. We respect their desire to give back to the community and celebrate the holiday. Yet when the method of doing so disrupts others in the community and has the potential to cause harm, we simply want to request moderation.

Since we seem to be at an impasse in this community over this lighting issue, we turn to leadership to help us develop a solution. A shared community commitment is what is needed to for a balanced approach, and to also prevent the problem from getting worse. Many have asked what if others started erecting similar spotlights? The harm would increase and also aesthetically, I don't think many of us want Mariposa to start looking like a city street filled with commercial spotlights.

Joining the International Dark Sky program does not mean the people cannot decorate for the holidays. It would instead offer reasonable guidelines so that home and business lighting, along with holiday decorations, limit the impact of light pollution. However, I would also offer that instead of encouraging "light up Mariposa" to attract people to the area during the holidays, why not promote our town as being a leader as part of the International Dark Sky program, and promote access to the magnificent natural light show of the night sky, which many already travel here or live here to experience (see appendix). This indeed is an economic asset that does not use energy, cause disruption, or harm wildlife.

For all the reasons stated above, cities across the world are adopting dark sky initiatives, doing everything from going dark during peak bird migration, to changing out streetlights with dark sky friendly fixtures to minimize light disturbance. I work on light pollution issues in Los Angeles, and we are designing a wildlife corridor to limit light impacts. The city of Los Angeles has also instituted a pilot program with its planning department to offer guidelines for building, with light pollution parameters included.

Yet it's not just the urban areas—rural areas across the globe as well are adopting these standards to preserve their natural character. Dark Sky registered communities across the

United States include places like Beverly Shores, Indiana; Blanco, Texas; Borrego Springs, California; Groveland, Florida; Ketchum, Idaho; and many more.

I urge Mariposa to join these communities in becoming certified as part of the International Dark Sky program. I am happy to work with the Board of Supervisors, County staff, and the community to develop and implement this program. Please let me know the next steps toward getting this concept approved by the Board of Supervisors so that we can advance this effort. I am happy to present at a future meeting, or meet with you to provide more information.

I thank you for your consideration.

Sincerely,

Beth Pratt
Midpines resident

Appendix

Mariposa County website information on light pollution and guidance on Good Neighbor lighting

From https://www.mariposacounty.org/1362/Lighting

Wildlife

From bird feeders to firefly chases, many people like to experience wildlife in their backyard. But bright light throughout the night can have calamitous effects on animals, insects, and plants. As humans expand into more rural areas, our light pollution produces a continual state of "twilight" in the habitats around us. This twilight affects the mating habits, feeding patterns, and navigational skills of mammals, birds, amphibians, reptiles, and insects. Even certain trees are induced to shed their leaves out of cycle, disrupting the basis of the food chain. Scientists and researchers are only now beginning to understand the long term impacts of artificial light at night on ecosystems. Smart lighting choices can help restore the environmental balance in your neighborhood.

Information on light pollution

Dark Sky International
https://darksky.org/resources/what-is-light-pollution/
https://darksky.org/resources/what-is-light-pollution/effects/wildlife-ecosystems/

Scientific America
https://www.scientificamerican.com/article/light-pollution-is-dimming-our-view-of-the-sky-and-its-getting-worse/

Science Magazine
https://www.science.org/toc/science/380/6650



Dr. Travis Longcore, UCLA
https://travislongcore.net/research/light-pollution/

National Geographic
https://education.nationalgeographic.org/resource/light-pollution/

Photo of spotlight from highway 140 heading toward Midpines



Yosemite National Park posts on visitors seeking out our stargazing opportunities

Yosemite National Park

Aug 28 ·

When was the last time you experienced a Dark Night Sky?

Many of our visitors come to Yosemite from cities and urban areas that offer diminished stargazing opportunities due to light pollution. People have and continue to use stars to navigate, tell stories, and orient themselves in the cosmos- physically and metaphorically.

Night sky quality measurements over Tuolumne Meadows indicate near-pristine conditions, making this the perfect location to join us for a Full Moon program, offered on August 30, and September 29. Meet at Lembert Dome parking area at 6:30 pm and bring something to sit on for the hour-long program. Dress warm and be prepared for an easy stroll.



Stargazing



Glacier Point provides excellent night sky viewing during summer.
Photo by J Zamudio

Yosemite National Park, miles from the nearest city lights, has a very dark night sky that makes it a great place to look at the stars.

Bring along a star chart and look for constellations, or look through binoculars at some of our planetary neighbors.

In June, July, and August, amateur astronomers often set up telescopes at Glacier Point on Saturdays, and astronomy walks or talks may also be offered in Yosemite Valley, Tuolumne Meadows, and Wawona.

Check ***Yosemite Guide*** for the current schedule.

Original outreach to spotlight owner on social with their response.

12:12

Mariposa Chat.
Nicole Szabo · Dec 3, 2019 ·

Beth Pratt
I wonder if he would just reconsider knowing this has impacts. I am all for decoration for the holidays but something this bright is disruptive to wildlife-and people. Some of us like to watch the stars as well. Light pollution is a thing and has harmful impacts https://www.google.com/amp/s/relay.nationalgeographic.com/proxy/distribution/public/amp/science/2019/04/nights-are-getting-brighter-earth-paying-the-price-light-pollution-dark-skies

Our nights are getting brighter, and Earth is paying the price
nationalgeographic.com

4y Like Reply 15



Kaydence Walker is feeling festive in **Mariposa, California**.
Yesterday at 9:29 PM ·

Hello all! As some of you may have figured out by now, the light in the sky is an element of my family and I's Christmas display this year. To answer many questions about what the light is in the sky and why it is there here's a little explanation from my dad:

"Here's a quick synopsis of why we put on a big Christmas light display. For one I think if you own the house in the location that I do then you should do some sort of light display, however for me it goes much deeper. When I was a kid my family and I were very poor, to the point of my 3 siblings, my mom, and myself all living in our car in Sacramento. I remember my mom taking us to Christmas tree lane and how for just a little while I could forget about how hard life was, as I would look at peoples lights I would open my eyes wide and just dream. Eventually we moved into a house in Mariposa County but even then we went without electricity (no generator or anything like that) for 7 months. Through God's grace and a lot of hard work (18 years now as a professional fire fighter) I was able to change my life. Now I simply try to give back. We have lived in this county for 26 years now. My wife, my children, and I moved from Don Pedro last year and have become active in the community. This year we built the "Walker Mine" for the trunk or treat in town and also won the event last year. We won our category in the Christmas lights parade last year with the Toyota dressed as Rudolph towing a sleigh full of our family. As well as members of our family also volunteer in many positions in the community including PTA Vice President, MCHS Student Body President and more. This year our home display includes a 25 foot tall electronic Christmas tree that actually is playing to music (the town can't hear it because I don't want to drive anyone crazy). The tree has 1600 lights with 1600 micro chips all connected to a computer control. Our newest addition is a 3000 Watt "Santa Tracker" search beam light shipped in from Japan. It's almost 4 feet tall and equipped with a high pressure Xenon short arc bulb, a strip of net lighting 90 feet long and much more. This year our house is on the Soroptimist Christmas Home Tour, which gave us another reason to up our Christmas decorations and spread more holiday cheer. We simply hope to bring joy to the children of Mariposa and beyond. For those very few people who don't like the display, we hope you can find it in your hearts to look beyond yourself just until December 25. Let the children enjoy the display and just be glad I didn't buy the 7000 watt version of the Santa tracker."

If you'd like to go and check out the Christmas lights they will be running until December 25th from about 5:15 pm until 9pm every night!

12:13

Mariposa Chat.
Nicole Szabo · Dec 3, 2019 ·

Beth Pratt
Hello all! I wish you all a Merry Christmas and Happy New Year.

I commented on this post a few days ago, very reasonably, not attacking anyone, just noting that people might not be aware that lights this intense can impact wildlife and lead to harm, up to death for some creatures. Light pollution is absolutely a thing that does real harm. Many places have adopted dark sky ordinances as a result.

Did you know that it can take up to 40 minutes for some animals to have their sight go back to normal after bright light exposure? The resulting disorientation can cause them to then get hit by a car or fly the wrong way, etc, etc.

I was disheartened, because I love this community, to see so many responses saying that those questioning the light are just whiny or stupid or just don't want people to enjoy Christmas. Can't we just have a reasoned discussion as a community? Does it have to resort to name calling?

Because nothing is further from the truth for me. I want people to enjoy their Christmas. I love Christmas lights and sometimes drive around to see them. And

Comment as Beth Pratt

12:14

Mariposa Chat.

Nicole Szabo · Dec 3, 2019 ·

I was disheartened, because I love this community, to see so many responses saying that those questioning the light are just whiny or stupid or just don't want people to enjoy Christmas. Can't we just have a reasoned discussion as a community? Does it have to resort to name calling?

Because nothing is further from the truth for me. I want people to enjoy their Christmas. I love Christmas lights and sometimes drive around to see them. And I think it's wonderful (I read the post by the homeowners) they want to do something special for the holiday.

All I am asking is for the homeowner and other community members to just consider that this can absolutely harm or kill wildlife even for the short time it's up. As the homeowner put it in their post, I hope they can "think beyond themselves" and consider the potential harm to wildlife from especially the search light. Knowing that, I do wonder if they would consider toning it down, or shutting off that search light at least.

I want kids and adults to enjoy a light show for the holidays. And there are ways we can do that without harming wildlife. Thanks for listening.

4y Like Reply 10

OUR MISSION

To protect the night from light pollution



Photo by Bettymaya Foott

ABOUT US

DarkSky International fosters and empowers a global volunteer network that drives the worldwide dark sky movement by promoting eco-friendly outdoor lighting and educating policymakers and the public about the importance of nighttime conservation.

DarkSky is a 501(c)(3) non-profit organization based in Tucson, Arizona USA.



JOIN THE DARK SKY MOVEMENT

SINCE 1988,

DarkSky International has led the global movement to protect the night from light pollution. Our impact now reaches more than 51 countries with members, advocates, and dark sky places on every inhabited continent.

Give Today

darksky.org/ways-to-give
+1-520-293-3198
contact@darksky.org

DarkSky International
5049 E Broadway Blvd, # 105
Tucson, AZ 85711 USA

darksky.org

Front panel photo by Shreenivasan Manievannan

Protect the Night



DarkSky

LIGHT POLLUTION HURTS OUR PLANET

The inappropriate or excessive use of artificial light — known as light pollution — can have serious environmental consequences for humans, wildlife, and our climate.

LIGHT POLLUTION DEVASTATES WILDLIFE.

Plants and animals depend on Earth's daily light and dark cycle to govern life-sustaining behaviors. Research shows that artificial light at night has adverse and even deadly effects on many species.

LIGHT POLLUTION CAN MAKE YOU LESS SAFE.

There is no clear scientific evidence that increased outdoor lighting deters crime. Poor outdoor lighting can decrease personal safety by making victims and property more visible to criminals.

LIGHT POLLUTION WASTES ENERGY AND MONEY.

As much as 50% of outdoor lighting is wasted, which increases greenhouse gas emissions, contributes to climate change, and renders us all more energy-dependent.

LIGHT POLLUTION MAY HARM YOUR HEALTH.

Studies suggest that artificial light at night negatively affects human health by increasing our risks for obesity, sleep disorders, depression, diabetes, breast cancer, and more.

LIGHT POLLUTION ROBS US OF OUR HERITAGE.

Our ancestors experienced a night sky that inspired science, religion, philosophy, art, and literature. Now, millions of children across the globe will never know the wonder of the Milky Way.

LIGHT POLLUTION IS REVERSIBLE!

Unlike other forms of pollution, light pollution is a problem with solutions that are easy to implement. These solutions deliver immediate and lasting results.

SUCCESS STORY In 2018, the City of Tucson, Arizona, USA (population 500,000) upgraded its streetlights; by doing so, it saved $2.2 million per year in energy costs and reduced light pollution by 7%.



Photo by Bettymaya Foott

OUR PROGRESS



1,000+
More than 1,000 dark sky-certified lighting fixtures are available in the marketplace

170+
DarkSky has designated more than 170 International Dark Sky Places, protecting over 110,000 sq km of dark places around the globe.

500+
DarkSky supports more than 500 volunteer advocates in 49 countires.

LIGHT TO PROTECT THE NIGHT



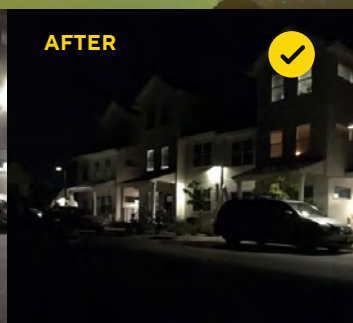
Follow DarkSky's Five Principles for Community Outdoor Lighting to reduce light pollution where you live.

MAKE SURE YOUR LIGHTING IS:

1. **Useful**
   Install lighting only when and where it's needed.
2. **Targeted**
   Shield your lights so they shine down on the ground, which reduces harmful glare and decreases skyglow.
3. **Low Light Levels**
   Light should be no brighter than necessary.
4. **Controlled**
   Use controls such as timers, dimmers, and motion sensors on outdoor lights.
5. **The Appropriate Color**
   Use warm color lights where possible. Limit the use of harmful blue wavelength lighting.



BEFORE



AFTER

Photos by Richard O'Brien

From: Donna Santschi
To: Board Clerk
Subject: BOS Meeting 1/9/24 - Starbucks
Date: Sunday, January 7, 2024 4:25:08 PM

> Some people who received this message don't often get email from [redacted]@gmail.com. Learn why this is important

Good Morning, my name is Donna Santschi and I am very concerned about having a Starbucks in the town of Mariposa, We are a very small community and have several good coffee shops, Pony Espresso, The Coffee Shop in the visitors center, plus a new breakfast place, The Happy Goat that serves locally roasted coffees. If Starbucks is allowed in Mariposa I believe there are two things most likely to happen.
#1 - our local coffee shops will be financially hurt, most likely beyond repair, and
#2 - the congestion. When Burger King was in operation at this location the drive-thru would spill out into Coakley Circle causing traffic congestion. Can you imagine what a Starbucks would cause? And a traffic light is not acceptable.
In the publication "NewsBreak Mariposa" our quaint little town was called out for ti's great eating establishments. Starbucks will ruin our small-town vibe and I don't think any of us want that.

Sincerely,
Donna Santschi
District 4

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor , Wayne Forsythe, District IV Supervisor

RE: Discussion and Possible Direction Regarding the Status of Mandated Financial Audits, Mandated Financial Reporting, and Internal Financial Information Processes (Supervisors Smallcombe and Forsythe)

RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction Regarding the Status of Mandated Financial Audits, Mandated Financial Reporting, and Internal Financial Information Processes (Supervisors Smallcombe and Forsythe).

In response to the attached letters and emails from the California Department of Community Services (CSD) and Area 12 Agency on Aging, the sponsoring Board members requested a discussion of the Board's financial responsibilities and possible direction to staff.

Sponsoring Board members seek consideration on the short- and long-term alternatives. These include, but are not necessarily limited to, the following:

- Keep all functions and processes as they are. Rely on the auditor to resolve all issues, complete all overdue work, and meet all future mandated reporting deadlines.
- Direct two members of the board and/or administration staff to work with the auditor to identify where additional resources may be needed to resolve short-term concerns and how to improve processes to prevent more serious long-term issues.
- Direct staff to conduct further research on legal restructuring options for auditor functions and how that restructuring might occur. This direction may or may not include working with organizational study consultants to evaluate options.
- Direct staff to contract with an accounting/CPA consulting firm to assist the auditor's office in completing overdue work and resolving short-term concerns.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Please see the attached memo for further background.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action; Sponsoring Board members are seeking consensus from the Board to direct staff.

FINANCIAL IMPACT

None. Discussion and direction only.

ATTACHMENTS

1. **Memo to the Board - Jan 9, 2024**
2. **Sept 22, 2023 - DCS - Noncompliance**
3. **Dec 21, 2023 - DCS - Notice of Enforcment Action**
4. **Email - PSA 12 - Contract Resolution Problem**

DANIELLE BONDSHU
Clerk of the Board

DALLIN KIMBLE
County Administrative Officer

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
209-966-3222
1-800-736-1252
dbondshu@maripsoacounty.org
dkimble@mariposacounty.org

To: Board of Supervisors

From: Danielle Bondshu, Clerk of the Board
Dallin Kimble, County Administrative Officer

Date: January 9, 2024

Subject: Board of Supervisors' Financial Power and Responsibility

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In response to concerns expressed by the Areas 12 Agency on Aging and recent letters of non-compliance in financial reporting from California Department of Community Services and Development (CSD) as well as CSD's decision to designate Mariposa as a high-risk agency, which could result in CSD possibly withholding previously granting funds for services to Mariposa residents, Supervisors Smallcombe and Forsythe have requested an agendized discussion of the Board's financial responsibilities and potential responses. This memorandum aims to provide context related to the Board's financial responsibility, current structures and processes related to the County's financial management, and alternatives to ensure financial transparency and reliability moving forward.

Board Responsibilities in State Code

Mariposa County is a general law county, which means it can only do those things explicitly allowed in the California Constitution and the various state codes. Government Code Sections 25000 through 26490 detail the specific powers and responsibilities of the Board of Supervisors. Government Code Sections 25250 through 25265 relate to the financial powers and obligations of the Board.

As stated in the above-mentioned code sections, it is the Board of Supervisors' responsibility to:

- Examine and audit, or cause to be audited, the financial accounts and records of all officers having responsibility for the care, management, collection, or disbursement of money belonging to the county. Audits must occur at least every two years.

- Examine, settle, and allow all accounts legally chargeable against the county, except salaries of officers and such demands as are authorized by law to be allowed by some other person or tribunal, and authorize payments to be made.

- Establish or abolish funds as necessary for the proper transaction of the business of the county and make transfers from one fund to another.

- Consider requests to discharge collection of a tax, assessment, penalty, cost, license fee, or any other money due to the County if the amount is too small to justify the cost of collection, the likelihood of collection does not warrant the expense involved, or the amount has been otherwise lawfully compromised or adjusted. This may also apply to court-ordered debt or bail, pursuant to written agreements between the county and the court.

- Create enterprise funds specified as mandatory by the state controller pursuant to regulations adopted in Government Code Section 30200.

In addition to these responsibilities, California Government Code states that the Board of Supervisors ***may***:

- Authorize the county auditor to exercise the powers set forth in Sections 25257 – 25259, including transferring money between funds where the Board has authority over all funds involved.

- Create and/or abolish one or more working capital funds with sufficient balances to maintain solvency. Each fund may finance equipment, materials, supplies, services, and related expenses (i.e., depreciation, operational costs, etc.). All capital funds are required to be accounted for as prescribed by the county auditor or controller.

- Provide financial services to special districts, including, but not limited to, the preparation and issuance of checks and providing account status information.

Auditor Responsibilities in State Code

Currently, most of the County's financial functions are completed in either the Auditor or Treasurer-Tax Collector offices. The issues of non-compliance raised by CSD and Area 12 are related to the functions of the Auditor's office.

The Auditor provides the following services for the County (bold indicates duties that are statutorily required to be performed by the County Auditor):

- Accounts payable and receivable
- **Auditing**
- Assist Administration with budget reports in preparation of budget recommendations.
- Benefit administration
- Cost allocation plan
- **Federal and state reporting**
- **Financial statements**
- Payroll processing

The Auditor is required in state code to draw up all warrants, or write all checks for payment, to be paid out of the county treasury or bank account. This appears to also be true for payroll, though the auditor may provide a single warrant to the bank for direct deposits to many individual staff members.

Other requirements of the Auditor's office mentioned in state code (Government Code Sections 26900 – 26914, 26922) include:

- Examining and settling indebted accounts to the county;
- Keeping accounts current with the Treasurer;
- Reconciling cash and investment accounts on the last day of each month; and
- Filing quarterly reports in the office of the Clerk of the Board.

Per the current guidance from the State Controller (issued in 2020), hard copy budgets are to be submitted with the State Controller's office and the county Clerk of the Board no later than December 1st of each year. When hard copies are not yet available, digital copies are permitted but hardbound copies must be provided when they become available.

Financial Services Structures in California Counties

Across the state, there are three typical structures for financial services: an elected auditor's office similar to what Mariposa currently uses, an auditor-controller's office, or a finance department. Each option has its own pros and cons.

Many jurisdictions in California have an auditor-controller. While the auditor's office in Mariposa sometimes functions as an auditor-controller, the Board has never taken formal action to create the office of the controller. Government Code Sections 26880 – 26886 specify that the Board of Supervisors *may* create a controller's office by resolution, but stipulate that the auditor is to hold the position of the controller *ex-officio*, or by default. These sections also note that if a county has an auditor-controller, that official must serve as the chief accounting officer.

Some jurisdictions have a director of finance in lieu of an elected auditor or auditor-controller. The position has all the authority and responsibility of an auditor-controller and is typically designed to also include the duties of the treasurer – tax collector. A director of finance is appointed rather than elected and must meet the minimum qualifications for all positions held. Counties with appointed finance directors have shared that it provides a much larger recruitment pool, better accountability, and better responsiveness to the needs of the County and its residents. Audits performed by outside agencies are still required under this model to ensure transparency and accurate reporting to state and federal agencies.

A transition to a finance department is allowed under Government Code 26970 - 26972 through a public vote. If approved, the desired changes can only take effect after the incumbent auditor's term has expired.

Possible Actions Within Legislative Authority

In open meetings, all five members of the Board have expressed concern about issues of noncompliance, unreliable financial reports, weak financial credibility, and unresponsiveness from the Auditor's office. These issues are directly related to duties that are statutorily required to remain in the auditor's office. It should also be noted that the Auditor's office staff tend to be dedicated and hardworking employees. This memo is not intended as an indictment of those staff whatsoever, but rather a chance to evaluate the situation and help identify solutions that will lead to better outcomes in the future.

A few short- and long-term alternatives may be worth Board consideration. These include, but are not necessarily limited to, the following:

- Keep all functions and processes as they are. Rely on the auditor to resolve all issues, complete all overdue work, and meet all future mandated reporting deadlines.
- Direct two members of the board and/or administration staff to work with the auditor to identify where additional resources may be needed to resolve short-term concerns and propose process improvement to prevent more serious long-term issues.
- Direct staff to conduct further research on legal restructuring options for auditor functions and how that restructuring might occur. This direction may or may not include working with the recently contracted organizational study consultants to evaluate options.
- Direct staff to contract with an Accounting/CPA Consulting Firm to assist the Auditor's office in completing overdue work and assist in resolving short-term concerns.

Conclusion

State code vests important financial responsibilities in both the Board of Supervisors and the County Auditor. Board members have expressed concerns about noncompliance with auditing and financial reporting requirements, unreliable financial reporting, weak financial credibility, and unresponsiveness from the Auditor's office. CSD has clearly indicated that continued non-compliance will result in enforcement action and possibly the loss of critical funds for community programs.

The Board and the auditor have expressed a desire to work together to restore compliance with state requirements, meet internal financial information needs, and assure the public that their tax dollars are being managed appropriately. Staff is prepared to receive and swiftly implement whatever direction the Board provides to address the concerns mentioned.

Sincerely,

Danielle Bondshu
Clerk of the Board

CC: Steve Dahlem/County Counsel

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

RECEIVED
DEC 29 2023
BOARD OF SUPERVISORS

September 22, 2023

Via FedEx and Email to jlynch@mariposacounty.org

Joe Lynch, Executive Director
Mariposa County Human Services Department
5362 Lemee Lane
Mariposa, CA 95338

Via USPS Priority Mail and Email to mmenetrey@mariposacounty.org

Miles Menetrey, Board Chair
Mariposa County Human Services Department
P.O. Box 784
Mariposa, CA 95338

RE: Notice of Noncompliance with Single Audit Act; Department Request for Supporting Financial Documents; Notice of Potential Special Conditions or Enforcement Action; Immediate Response Required

Dear Executive Director Lynch:

This letter constitutes written notice that the Department of Community Services and Development (the Department) has yet to receive the submission by Mariposa County Human Services Department (Mariposa) of its Single Audit report due **March 31, 2023** (2022 Single Audit). The fiscal year ended June 30, 2022, and Mariposa's 2022 Single Audit is almost 6 months past due. As such, Mariposa is out of compliance with the federal Single Audit Act[1] and the audit requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards,[2] as promulgated by the U.S. Department of Health and Human Services (HHS),[3] and the terms of its agreements with the Department.[4]

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[1] 31 USC § 7501 et seq.
[2] 2 CFR § 200.501 et seq.
[3] 45 CFR § 75.501 et seq.
[4] *See* Article 8 in the CSBG contract; *see* Article 10 in the LIHEAP contracts; *see* Article 9 in the LIHWAP contract.

The Department issued multiple notices to the Executive Director and the County Auditor at Mariposa, including:

1. Due Date Reminder Email, issued March 27, 2023;
2. Follow-up email issued April 7, 2023;
3. 30-Day Delinquent Notice, issued May 1, 2023;
4. 60-Day Delinquent Notice, issued May 31, 2023;
5. 90-Day Delinquent Notice, issued June 30, 2023;
6. Follow-Up Email, issued on July 12, 2023;
7. Follow-Up Email, issued on July 19, 2023;
8. Follow-Up Email, issued on September 5, 2023;
9. Follow-Up Email, issued on September 7, 2023; and
10. Follow-Up Email, issued on September 11, 2023.

The Department's Delinquent Notices explained that: i) no extension was available; ii) Mariposa was directed to respond and provide an estimated completion date; and iii) failure to follow federal regulations may lead to the imposition of additional conditions or enforcement actions.[5]

In his response emails sent on April 10, 2023, May 1, 2023, and May 31, 2023, Senior Administrative Analyst Randy Ridenhour acknowledged receipt of the Department's emails and requested an extension to June 30, 2023. Subsequently, during a telephone conversation occurring on August 2, 2023, Senior Administrative Analyst Ridenhour informed the Department's Audit Support Analyst Adam Herrera that the Single Audit report would be completed in 30-60 days. The Department sent an email on September 11, 2023, requesting the reason for Mariposa's delay in submitting its 2022 Single Audit, and inquiring whether the delay would impact submission of its 2023 Single Audit due March 31, 2024. In an email dated September 11, 2023, Mariposa County Auditor Luis Mercado stated the estimated completion date for the 2023 Single Audit was March 31, 2024, but did not provide an updated completion date for its 2022 Single Audit.

In a separate letter dated September 12, 2023, and sent by email the same day, Mariposa County Auditor Mercado explained that Mariposa anticipated submitting its 2022 Single Audit by March 31, 2024. The September 12, 2023, Letter provided several reasons for the delay: i) "two major software implementations" during fiscal year 2021-2022, a) one which "came with a restructuring" of the County's chart of accounts and other financial accounting systems "caused a high number of user issues", "vastly complicated the process of closing the fiscal year", and training users was "heavily impacted by the pandemic", and b) the second software added "a considerable amount of work for the Auditor's Office"; and ii) the Auditor's Office was heavily impacted by personnel changes. The September 12, 2023, Letter stated the Auditor's Office "has improved processes during fiscal year 2022-2023 and beyond to ensure that there are no delays for future fiscal years," but did not provide any level of detail.

This chain of events raises immediate concerns and open questions regarding Mariposa's understanding of the applicable federal regulations and programmatic

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[5] 2 CFR § 200.339.

requirements, as well as its ability to maintain internal controls and financial stability. It is unclear how difficulties in new software during the 2021-2022 fiscal years disrupted or completely halted Mariposa's ability to complete an audit report throughout 2023 and the entire first quarter of 2024.

Further, if the unavailability or vacancy of one to four Mariposa employees significantly jeopardizes its ability to meet programmatic requirements, this raises alarms about program continuity and operations. These circumstances, along with the absence of the 2022 Single Audit report providing a statement of financial health, trigger Departmental concerns over the uncertainty of Mariposa's operational and financial stability, and ability to administer programs under the Department's open contracts.

The Department has the authority to impose the high risk designation immediately, however as a courtesy, and in light of Mariposa's efforts to provide context and improve its processes, the Department is implementing a 30-day hold period to afford Mariposa an opportunity to address the concerns identified in this letter. This letter constitutes written notice that unless the Department receives a timely and complete response from Mariposa, the Department may impose additional conditions or immediately initiate enforcement actions, as described below.

I. The Single Audit Act Requires Timely Submission of Audits; Noncompliance Raises Questions Regarding Mariposa's Financial Health and Ability to Administer Department Grant Programs

Pursuant to the Code of Federal Regulations (CFR), subrecipients that expend federal funds totaling $750,000 or more during its fiscal year must arrange for a financial audit.[6] With limited exceptions, audits must be conducted annually.[7] The entities subject to the Single Audit Act must submit their audit by the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period.[8] The Single Audit provides a statement of an entity's financial health.[9] A recurring and enduring inability to produce this report calls into question an entity's financial stability, internal controls, financial accounting systems, or personnel management, and the entity's ability to continue operations.

Currently, Mariposa provides direct services to the low-income community in Mariposa County pursuant to multiple open contracts with the Department. A list of the open contracts is provided as **Attachment A**. As the recipient of federal funds, Mariposa is subject to federal and state statutes and regulations that govern audit requirements, funding status, contract administration, and agency designation, as well as applicable contract provisions regarding enforcement.[10]

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[6] 2 CFR § 200.501 and 45 CFR § 75.501; *see also* 2 CFR § 200.332(f) and 45 CFR § 75.352(f).
[7] 45 CFR § 75.504.
[8] 2 CFR § 200.512; 45 CFR § 75.512.
[9] *See e.g.*, 2 CFR § 200.514; 45 CFR § 75.514.
[10] *See* 42 USC §§ 8621 et seq.; 42 USC §§ 9901 et seq.; 45 CFR Part 75; Cal. Gov. Code §§ 12085 et seq.; Cal. Gov. Code §§ 16366.1 et seq.; 22 CCR §§ 100601 et seq.; and 22 CCR §§ 100800 et seq.

II. Legal Authority for Enforcement Actions

A. Authority to Require Timely Audit Submission and Regulatory Compliance

Federal law requires the Department, as the primary grant recipient, to consider taking enforcement actions against subrecipients who are noncompliant with federal regulations.[11] Where a subrecipient's actions reflect a "continued inability or unwillingness to have an audit conducted" in accordance with federal regulations, the Department, as the pass-through entity, "must take appropriate action."[12]

Under 2 CFR § 200.339[13], "If a non-Federal entity fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the… pass-through entity may impose additional conditions." Pursuant to 2 CFR § 200.208(c)[14], these conditions include the following:

(1) Requiring payments as reimbursements rather than advance payments;
(2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
(3) Requiring additional, more detailed financial reports;
(4) Requiring additional project monitoring;
(5) Requiring the non-Federal entity to obtain technical or management assistance;
(6) Establishing additional prior approvals.[15]

Section 200.339 continues, "If the… pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the…pass-through entity may take one or more of the following actions, as appropriate in the circumstances":

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
(c) Wholly or partly suspend or terminate the Federal award.
(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
(e) Withhold further Federal awards for the project or program.
(f) Take other remedies that may be legally available.[16]

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[11] *See* 2 CFR § 200.332(h); 45 CFR § 75.352(h).
[12] 2 CFR § 200.505; 2 CFR § 200.339 et seq.; 45 CFR § 75.505, 45 CFR § 75.371.
[13] *See* 45 CFR § 75.371.
[14] *See* 45 CFR § 75.207(b).
[15] 45 CFR § 75.207(b).
[16] 45 CFR § 75.371.

As applicable here, Mariposa's inability to submit its 2022 Single Audit report timely constitutes noncompliance with the federal regulations imposed on the federal awards administered by the Department. The Department has followed up with Mariposa on at least 10 occasions in writing and received insufficient responses. The fact that two software updates and a few employee vacancies beginning in 2021 rendered Mariposa wholly unable to meet federal requirements throughout 2023 and the first quarter of 2024 (based on Mariposa' anticipated 2022 Single Audit submission date) is alarming.

Accordingly, this letter places Mariposa on notice that unless Mariposa immediately responds and complies with the Department's special conditions, including demonstrating an ability and willingness to comply with the audit requirements established by federal law, the Department will proceed with such actions as outlined in this letter. If the Department determines noncompliance cannot be remedied by imposing additional conditions, the Department may take actions including suspending or terminating the award.[17] Specific laws and regulations applicable to each Department-administered program are discussed below.

B. Termination of CSBG Funding

The federal regulation concerning the suspension and termination for Community Services Block Grant (CSBG) program contracts is found at 45 CFR § 96.92, which states, in part:

> Where a State determines pursuant to section 675(c)(11) of the Community Services Block Grant Act that it will terminate present or future funding of any community action agency or migrant and seasonal farmworker organization which received funding in the previous fiscal year, the State must provide the organization with notice and an opportunity for hearing on the record prior to terminating funding.

The state regulations concerning suspension are found at Title 22 of the California Code of Regulations (CCR), § 100780, which state, in part:

> (c) Failure to Comply with Contract Terms and Conditions.
> When a grantee has materially failed to comply with the contract terms and conditions, the Department may suspend the contract in whole or in part.
> (d) Suspension Notice.
> (1) The responsible Department official shall notify the grantee in writing that the Department intends to suspend a contract, in whole or in part, unless good cause is shown why the contract should not be suspended. The notice shall specify the grounds for the proposed suspension, the proposed effective date of suspension and the grantee's right to submit written material in opposition to the intended suspension and of its right to request an informal meeting at which the grantee may respond with an attempt to show cause why such suspension should not occur.

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[17] 2 CFR § 200.339.

If Mariposa fails to provide the information requested, if the information confirms poor financial health or unstable operations, or if Mariposa fails to submit its 2022 and 2023 Single Audit reports by March 1, 2024, the Department may impose additional conditions, seek to designate Mariposa as a high risk agency, and suspend or terminate its program contacts with Mariposa.

C. LIHEAP High Risk Designation

The state regulations concerning "high risk" designations for LIHEAP are found at 22 CCR § 100875, which state, in part:

> (a) High Risk
> The Department may designate a contractor as a high risk agency and impose special conditions/restrictions on the agency's contract(s) if it is determined that one or more of the following conditions exists:
> (1) The contractor has a history of unsatisfactory performance (noncompliance with contractual terms);
> (2) The contractor is not financially stable;
> (3) The contractor's management system does not meet the management standards set forth in regulatory standards for the administration of federally funded grants;
> (4) The contractor has not conformed with the terms and/or conditions of previous award(s); or
> (5) The contractor is otherwise not responsible.

If the Department determines that one or more of the above listed conditions exist, the Department may seek to designate Mariposa as a "high risk" agency.[18]

III. Basis for High Risk Designation and Imposition of Special Conditions

The current circumstances would support the Department's immediate imposition of high risk status. First, Mariposa's repeated request(s) for an extension, act of referring the Department back to its extension request to ratify its delay, and subsequent failure to abide by, or adhere to its own asserted extension date or provide sufficient status updates indicates the disregard, or failure to appreciate the significance, of regulatory deadlines. These deadlines are established by federal regulations and are not subject to extension. Second, Mariposa's failure to explain the significant discrepancy between its initial estimated completion dates (i.e., by June 30, 2023, or within 30-60 days of August 2, 2023, which is September 1, 2023 - October 1, 2023) and its sudden change to an estimated completion date of March 31, 2024, a difference of six to nine months, is cause for concern. This difference suggests Mariposa severely misunderstood, overestimated, or misrepresented its compliance and operational capability. Further, the

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[18] If the Department seeks to designate Mariposa as a high risk agency, pursuant to 22 CCR § 100875, Mariposa will receive written notice and 30 days to implement corrective action or provide evidence to rebut the designation. If the Department seeks to suspend a contract, Mariposa will receive written notice and may respond to correct the deficiency or request an informal meeting. If the Department seeks to terminate a contract, Mariposa will receive written notice and be provided with a termination hearing.

information described in Mariposa's September 12, 2023, Letter, justifying its delay raises more unanswered questions. Notably, the extent to which two software updates beginning in 2021, and one to four employee vacancies immobilized Mariposa's financial systems and capabilities through at least the first quarter of 2024 by is particularly concerning.

The Department does not have sufficient information showing why Mariposa was unable to adjust its processes during the software transition (e.g., by utilize legacy systems, procuring a temporary software system, retaining additional technical or financial staff or contractors, designing and incorporating interim manual processes), and the lack of details provided on how Mariposa improved its processes leaves open questions over Mariposa's financial condition, the potential lack of internal controls, and ability to stabilize its operations and financial health.

Based on the information provided, vacancies of one to four staff members at a given time rendered Mariposa unable to fulfill its obligations, which indicates severe shortcomings with operational capacity or personnel management issues. The September 12, 2023, Letter explains part of the delay is attributed to the loss of an employee primarily responsible for accounts payable processing. The vacancy or absence of one employee which renders Mariposa unable to handle accounts payable, suggests operational instability and critical key person dependence. Particularly concerning is it appears Mariposa received advance notice that some or all of the employees would be leaving their position (e.g., from context, it appears the Assistant Auditor provided advance notice well before she intended to leave for another position).

Mariposa did not provide any information on how it improved its personnel processes (e.g., improving recruitment and retention capability, implementing desk manuals or procedures, cross-training staff, or securing "borrowed" staff from other fully staffed divisions or contractors) for mission critical tasks to ensure smoother transitions with future employee turnover. Further, the September 12, 2023, Letter seems to raise personnel issues as a reason for the delay, but concludes "Once the Assistant Auditor official leaves, the Auditor's Office will have one employee out due to medical reasons and three vacant positions," suggesting the problems and delays could exacerbate, rather than resolve. This raises questions over Mariposa's ability to continue operations if current staff, who have been unable to keep up with critical accounts payable and auditing tasks, anticipate increasing demands due to these vacancies.

IV. Special Contract Conditions to Avoid High Risk Designation

To avoid a "high risk" designation, Mariposa must comply with the following special contract conditions:

A. Special Conditions for All Department-Administered Grant Programs

1. **Required Response/Corrective Action 1**: To provide the Department with a clear picture of Mariposa's financial disposition, and assess the specific level of guidance and support needed, please provide the following financial documents to the Department's Audit Services Unit:

a. Current Organizational Chart and Phone list;
b. Chart of Accounts (including all sub-accounts);
c. Financial Committee Board Minutes and Reports, July 2022 – current;
d. Unaudited financial statements as of June 30, 2023, including:
    i. Statements of Financial Position (Balance Sheet);
    ii. Statements of Activities (Income Statement);
    iii. Statements of Cash Flows (cash flow statement); and
    iv. Aged payable report (current) (Excel Format);
e. Current copy of Accounting and Financial P&P Manual; and
f. Status report for securing new auditor(s), accountant(s), or other critical staff (either by direct hire or subcontract).

Response Due Date: These documents must be submitted to Audits@csd.ca.gov within 10 days of the date of this letter, or by **October 2, 2023**. If Mariposa would like to propose alternative documents, this proposal is due no later than 5 calendar days of the date of this letter, or by **September 27, 2023**.

Extension requests must be submitted at least one day prior to the deadline and identify the following: i) which document(s) Mariposa is unable to produce by the original deadline, ii) Mariposa's proposed new deadline; **and** iii) an explanation as to why Mariposa is unable to abide by the original deadline and why the new deadline is justified. Reasonable requests will be considered; noncompliant requests or untimely requests may be denied.

2. **Required Response/Corrective Action 2**: Written Statement Confirming Mariposa's Capacity to Handle Routine Financial Activities. Mariposa must provide the Department with an explanation regarding how they are pulling, generating, and reporting financial data on a routine basis (e.g., accounts payable). Notably, Mariposa should describe the circumstances leading to the delay in submission of their 2022 Single Audit, with particular reference to the software and personnel issues raised in the September 12, 2023, Letter. Mariposa should explain whether these issues had or have any impact on their present ability to pay vendor invoices, report expenses, process payroll, and other tasks related to financial management of the Department's grant programs. Further, Mariposa should describe how they have improved their processes "to ensure that there are no delays for future fiscal years." This may require a detail description of new software migration procedures, new training implemented, and new personnel policies which ensure stable operations even with key personnel turnover.

   Response Due Date: This Statement must be submitted to Audits@csd.ca.gov within 10 days of the date of this letter, or by **October 2, 2023**.

B. Timely, Complete Responses to Department Inquiries Regarding Single Audit Submission Status

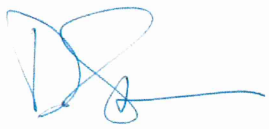
Until Mariposa's 2022 Single Audit is received, Mariposa must provide the Department with regular status updates and confirm whether there are any changes to its estimated completion date of March 31, 2024. The Department anticipates continuing its monthly status update emails, and Mariposa is directed to provide complete responses within 5-days of the Department's request. Mariposa should be prepared to provide advance notice if there are any anticipated delays to the March 31, 2024, date for submission of either its 2022 or 2023 Single Audit reports. With its notice, Mariposa should provide a detailed description of the reason for any anticipated delays. Mariposa's non-response may be deemed a "continued inability or unwillingness to have an audit conducted" in accordance with federal regulations triggering immediate action by the Department.[19]

V. Next Steps

The Department will evaluate Mariposa's status within 30 days of this letter. If Mariposa accepts the Special Conditions specified in Section IV of this notice letter or proposes amendments (e.g., alternative documents confirming financial health and stability), it shall advise the Department of its intent within 5 business days of this letter and comply with the directives and requirements as set out herein (Required Responses/Corrective Action). The Department will review Mariposa's responses and documents to gain an understanding of Mariposa's financial health and operational capacity to determine whether Mariposa is capable of providing program services under the Department's open contracts. If the Department receives an insufficient response or no response from Mariposa, the Department may move to impose additional conditions or initiate enforcement actions immediately after the 30-day grace period.

If you have any questions, please contact Michael Fontaine, Audit Manager, at Audits@csd.ca.gov.

Sincerely,



DAVID SCRIBNER, ESQ
Director
Department of Community Services and Development

CC: Luis Mercado, Auditor lmercado@mariposacounty.org
Randy Ridenhour, Senior Administrative Analyst, rridenhour@mariposacounty.org

Attachments

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[19] 2 CFR § 200.505; 2 CFR § 200.339 et seq.; 45 CFR § 75.505, 45 CFR § 75.371.

Attachment A - Mariposa Open Contracts

Program Year	Program	Subprogram	Agency Code	Agency Name	Contract Number	Contract Amendment Number	Begin Date	End Date
2021	LIHEAP	ARPA	60048	County of Mariposa	21V-5570	0001	01-01-2023	06-30-2023
2021	LIHEAP	ARPA	60048	County of Mariposa	21V-5570	0002	05-01-2023	09-30-2023
2021	LIHWAP	ARPA	60048	County of Mariposa	21Z-9560	0000	04-01-2022	08-31-2023
2021	LIHWAP	ARPA	60048	County of Mariposa	21Z-9560	0001	07-01-2023	12-31-2023
2022	LIHEAP	LIHEAP	60048	County of Mariposa	22B-4021	0001	06-01-2022	06-30-2023
2022	LIHEAP	LIHEAP	60048	County of Mariposa	22B-4021	0002	05-01-2023	12-31-2023
2022	LIHEAP	LIHEAP	60048	County of Mariposa	22B-4021	0003	11-01-2021	12-31-2023
2023	LIHEAP	LIHEAP	60048	County of Mariposa	23B-5021	0000	11-01-2022	06-30-2024
2023	LIHEAP	LIHEAP	60048	County of Mariposa	23B-5021	0001	04-15-2023	06-30-2024
2023	LIHEAP	LIHEAP	60048	County of Mariposa	23B-5021	0002	08-24-2023	06-30-2024
2023	CSBG	CAA	60099	Calaveras-Mariposa CAA	23F-4006	0000	01-01-2023	05-31-2024
2023	CSBG	CAA	60099	Calaveras-Mariposa CAA	23F-4006	0001	06-30-2023	05-31-2024
2023	LIHEAP	ESLIHEAP	60048	County of Mariposa	23J-5725	0000	04-15-2023	05-31-2025
2023	LIHEAP	SLIHEAP	60048	County of Mariposa	23Q-5570	0000	05-01-2023	05-31-2024

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

JASON WIMBLEY
ACTING DIRECTOR

GAVIN NEWSOM
GOVERNOR

RECEIVED
DEC 29 2023
BOARD OF SUPERVISORS

December 21, 2023

Via USPS Priority and Email to jlynch@mariposacounty.org

Joe Lynch, Executive Director
Mariposa County Human Services Department
5362 Lemee Lane
Mariposa, CA 95338

Via USPS Priority Mail and Email to mmenetrey@mariposacounty.org

Miles Menetrey, Board Chair
Mariposa County Human Services Department
P.O. Box 784
Mariposa, CA 95338

RE: Notice of Enforcement Action – High Risk Designation Anticipated for January 22, 2024; Option to Accept Special Conditions Reflecting Mariposa's Financial Status; Immediate Action Required

Dear Executive Director Lynch:

This letter constitutes written notice that the Department of Community Services and Development (Department) intends to initiate Enforcement Actions designating Mariposa County Human Services Department (Mariposa) as a "high risk" agency and impose specific conditions on **January 22, 2024**. The contemplated action is precipitated by Mariposa's failure to submit its 2022 Single Audit report and comply with the federal audit submission deadline, failure to meet programmatic terms and conditions, and failure to respond to Departmental inquiries.

On September 22, 2023, the Department issued a Notice Letter to Mariposa with the following subject: *Notice of Noncompliance with Single Audit Act; Department Request for Supporting Financial Documents; Notice of Potential Special Conditions or Enforcement Action; Immediate Response Required* (September 22 Notice, attached for reference). Due to Mariposa's outstanding Single Audit Report for the fiscal year ending June 30, 2022, which was due March 31, 2023 (2022 Single Audit), the September 22 Notice set forth two Required Response/Corrective Action Items due to the Department by October 2, 2023: 1) a list of preliminary financial documents; and 2) Mariposa's

written statement confirming its financial health and operational capacity.[1] The submission deadline for the Required Response/Corrective Action Items has passed, the 30-day grace period closed on October 22, 2023, and to date, the Department has yet to receive any response from Mariposa. Mariposa's failure to respond conveys a disregard of the Single Audit Act, federal regulations, the Department's administrative responsibility as the primary grant recipient and program administrator, and contract provisions applicable to its grant awards.[2] This letter offers Mariposa a final opportunity to provide information supporting its internal controls and financial and operational stability for the Department's consideration prior to issuance of a high risk designation letter on **January 22, 2024**.[3]

I. Legal Background – Regulatory Duties of the Pass-Through Entity

In accordance with federal regulations, the pass-through entity (in this case, the Department) may impose additional conditions if a non-federal entity fails to comply with federal statutes, regulations, or the terms and conditions applicable to the federal award.[4] These conditions range from requiring payments as reimbursements rather than advance payments, requiring additional, more detailed financial reports, additional project monitoring, or requiring the non-federal entity to obtain technical or management assistance.

Where a subrecipient's actions reflect a "continued inability or unwillingness to have an audit conducted" in accordance with federal regulations, the pass-through entity, "**must take appropriate action as provided under § 200.339**" (emphasis added).[5] Actions under Section 200.339 include withholding cash payments, disallowing costs, and suspending or terminating the federal award.

The September 22 Notice explained that the Department, as the primary grant recipient and pass-through entity, is required by federal law to consider enforcement actions against subrecipients who are noncompliant with federal regulations, and the Department "must take appropriate action" under Section 200.339 in light of Mariposa's continued failure to submit its 2022 Single Audit.[6] Mariposa's excessive delay in submitting its 2023 Single Audit and ongoing failure to respond to Department inquiries and warnings conveys an inability or unwillingness to have an audit conducted, which would support the Department's Enforcement Action and immediate imposition of specific conditions under 2 CFR Section 200.208, as required under Sections 200.339 and 200.505.

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[1] The September 22 Notice provided directions for requesting extensions if necessary. However, Mariposa also failed to timely request an extension to the Required Response/Corrective Action deadline.
[2] 31 USC § 7502(h); 2 CFR § 200.501; 45 CFR § 75.501; Article 8 in the CSBG contract; Article 10 in the LIHEAP contract; Article 9 in the LIHWAP contract; *see* September 22 Notice, Attachment A – Mariposa Open Contracts.
[3] If the Department seeks to suspend its contracts, pursuant to 22 CCR § 100780, Mariposa will the right to submit written material, or participate in an informal meeting to show good cause as to why the contracts should not be suspended. If the Department determines termination of funding is proper, Mariposa may request a hearing in accordance with 45 CFR § 96.92.
[4] 2 CFR § 200.339; 2 CFR § 200.208.
[5] 2 CFR § 200.505, 2 CFR § 200.339 et seq.; 45 CFR § 75.505, 45 CFR § 75.371.
[6] *See* 2 CFR § 200.332(h); 45 CFR § 75.352(h).

II. Basis for Financial Documents Request

Generally, the Single Audit report ensures federal funds are used appropriately, and grant recipients are in compliance with applicable laws and regulations. The audit period covers the fiscal year which ended prior to the report due date and reflects an entity's regulatory compliance and financial position for the previous year. Federal and state agencies, including the Office of Management and Budget (OMB), U.S. Department of Health and Human Services (HHS), and the Department, use the audit report as a benchmark to assess the level of control risk. Notwithstanding the results of the audit, an entity's ability to timely submit financial documents and complete an audit is indicative of the efficacity of its internal controls. Internal controls refer to the following:

> *[A] process, effected by an entity's management and other personnel, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:*
>
> *(A) Effectiveness and efficiency of operations.*
> *(B) Reliability of financial reporting.*
> *(C) Compliance with applicable laws and regulations.*[7]

The 2022 Single Audit report reflects Mariposa's internal controls and compliance for the fiscal year ended June 30, 2022. Without this critical report, the Department has little to no information about Mariposa's internal controls for the fiscal year ended June 30, 2022, or from approximately July 1, 2021, to the present. Accordingly, the Department cannot assess Mariposa's financial health, operational efficiency and stability, and compliance with federal regulations during this period of more than 2 years and 5 months, or 880 days. Mariposa's failure to respond to the September 22 Notice, including failure to request an extension, insistence on a report submission deadline of its choosing, and selection of a date one year after the due date imposed by federal law, conveys a failure to appreciate, or clear disregard of applicable federal law, regulations, and its contractual obligations. Against this backdrop, Mariposa's September 12, 2023, letter disclosing failures with its internal controls and personnel retention which resulted in an inability to timely submit its 2022 Single Audit, is particularly concerning and gives further rise to Department's concern of risk with Mariposa.

As the steward of federal funds, the Department cannot continue advancing grant dollars, or issuing new awards to Mariposa without any information about Mariposa's operations for over two years. Accordingly, the Department deems it necessary, at a minimum, to review Mariposa's financial records for a preliminary assessment of the agency's financial and operational stability.

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[7] 31 USCS § 7501(a)(10).

III. Specific Conditions Pending Mariposa's Submission of 2022 and 2023 Single Audit Reports

In the absence of the 2022 Single Audit report, and in light of Mariposa's September 12, 2023 letter, the Department needs the following documents to assess Mariposa's internal controls, financial and operational capacity.

1. Financial and Organization Documents:
    a. Current Organizational Chart and Phone list;
    b. Chart of Accounts (including all sub-accounts);
    c. Unaudited financial statements as of June 30, 2023, including:
        i. Statements of Financial Position (Balance Sheet);
        ii. Statements of Activities (Income Statement);
        iii. Statements of Cash Flows (cash flow statement); and
        iv. Aged payable report (current) (Excel Format);
    d. Current copy of Accounting and Financial P&P Manual;
    e. Status report for securing new auditor(s), accountant(s), or other critical staff (either by direct hire or subcontract);
    f. Unaudited financial statements beginning with the statement for June 30, 2023, and the most recently closed month, and thereafter on a monthly basis, due by the 15th of each month (i.e., the next unaudited financial statement will be due January 15, 2024, then February 15, 2024); and
2. A Written Statement Confirming Mariposa's Capacity to Handle Routine Financial Activities[8] (September 22 Notice, Required Response/Corrective Action Item 2).

If Mariposa has additional questions, or would like to propose substitute documents, please contact Audits@csd.ca.gov prior to the due date. The documents above must be submitted for all Department-administered grant programs to Audits@csd.ca.gov within 15 calendar days of this letter.[9] Reasonable extension requests submitted prior to the due date will be considered under the terms in the September 22 Notice.[10]

In addition to the requested documents, the Department is issuing a reminder regarding the following:

1. Mariposa must provide timely responses to Departmental inquiries regarding its Single Audit Submission status (ongoing)[11]; and
2. Mariposa must provide an updated completion date for its 2022 **and 2023** Single Audit reports within 30 days following issuance of this letter, including providing a detailed explanation for any changes from its September 12, 2023, Letter.

---

[8] September 22 Notice, Section IV. Special Contract Conditions to Avoid High Risk Designation, Required Response/Corrective Action 2.
[9] Items 2(a)-2(f) were required by the Department's September 22 Notice under Section IV, Special Contract Conditions to Avoid High Risk Designation, Subsection A.1, and were due by October 2, 2023.
[10] Section IV, Special Contract Conditions to Avoid High Risk Designation, Subsection A.1.
[11] September 22 Notice, Section IV. Special Contract Conditions to Avoid High Risk Designation, Subsection B. Timely, Complete Responses to Department Inquiries Regarding Single Audit Submission Status. Responses will be considered timely if received within 5 days of the Department's request, and responses to the Department's inquiry in full; all other responses will be deemed untimely.

Mariposa's ongoing failure to respond will provide further support for the Department's decision to designate Mariposa as a high risk agency.

IV. Next Steps

If Mariposa elects to accept the Specific Conditions identified in this letter, or to propose amendments or alterations, it shall advise the Department of this decision in writing by December 28, 2023, and provide all responsive documents by January 5, 2024. If the information provided indicates Mariposa is responsible, financially and operationally stable, the Department will reconsider its decision to designate Mariposa as a high risk agency. The Department will evaluate any documents received and issue a determination regarding the imposition of high risk status by January 22, 2024.

If you have any questions, please contact Megan Rivers, Deputy Director, Administrative Services, at megan.rivers@csd.ca.gov.

Sincerely,

Jason Wimbley

JASON WIMBLEY
Acting Director
Department of Community Services and Development

CC Luis Mercado, Auditor lmercado@mariposacounty.org
Randy Ridenhour, Senior Administrative Analyst, rridenhour@mariposacounty.org

From: FSRTeam <fsrteam@aging.ca.gov>
Subject: FW: PSA 12 - Contract Resolution Problem - 6.30.22 Single Audit Mariposa County
Date: September 21, 2023 at 4:16:05 PM PDT
To: James Maltese - PSA 12 <jmaltese@area12.org>
Cc: Janet Mumford <jmumford@area12.org>, Kristin Millhoff <kristin@area12.org>, "rsmallcombe@mariposacounty.org" <rsmallcombe@mariposacounty.org>, FSRTeam <fsrteam@aging.ca.gov>, "audits@aging.ca.gov" <audits@aging.ca.gov>

> You don't often get email from fsrteam@aging.ca.gov. Learn why this is important

Good afternoon, James.

Please see below for the response from our Chief Auditor. You may reach the Audits Branch at audits@aging.ca.gov for any questions regarding Contracts Resolutions or any other Audit policy or procedure. Thank you.

Best Regards,
Financial Support Review Team
Local Finance Bureau
California Department of Aging
2880 Gateway Oaks, Suite 200, Sacramento, CA 95833

Rohini Singh: (916) 928-6808; rohini.singh@aging.ca.gov
Patty Crosby: (916) 928-6820; patricia.crosby@aging.ca.gov

California Department of AGING

From: Jackson, Jeremy@CDA <jeremy.jackson@aging.ca.gov>
Sent: Thursday, September 21, 2023 2:41 PM
To: FSRTeam <fsrteam@aging.ca.gov>; CDA-Audits Team <CDA-AuditsTeam@aging.ca.gov>
Subject: RE: PSA 12 - Contract Resolution Problem - 6.30.22 Single Audit Mariposa County

Hi,

They must follow the 2 CFR 200.501-512 requirements. I can't tell them what they need to do if they can't have the Single Audit completed in time.

I would suggest that it is better to have a auditor perform Agreed Upon Procedures rather than nothing at all.

Jeremy Jackson, CPA
Audit Chief | Audits and Risk Management Branch
California Department of Aging
2880 Gateway Oaks, Suite 200, Sacramento, CA 95833
w: (916) 573-5487
c: (916) 247-1501
https://aging.ca.gov/



****CDA has moved as of October 1, 2021 and is no longer at 1300 National Drive, Suite 200, Sacramento, CA 95834. Our new address is: 2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833. ****

From: James Maltese <jmaltese@area12.org>
Sent: Thursday, September 21, 2023 10:53 AM
To: Finance <finance@aging.ca.gov>
Cc: Janet Mumford <jmumford@area12.org>; Kristin Millhoff <kristin@area12.org>; Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>
Subject: PSA 12 - Contract Resolution Problem - 6.30.22 Single Audit Mariposa County

Hello Local Finance Bureau,

Facts and Circumstances

Contract Resolution for Area Plan subrecipients is required to be completed within 15 months after the submission of the Area Plan closeout - October 31.

The Single Audit for fye 6.30.22 has not yet been completed and it is highly unlikely that it will be completed by October 31 of this year - 2023.

Mariposa County Health & Human Services provides III C Nutrition and III B Transportation services for us.

Question

Do we need to contract an independent auditor to perform Agreed Upon Procedures in accordance with GAS?

Mr. James M. Maltese, Fiscal Officer (Retired CPA #64577)
Area 12 Agency on Aging
19074 Standard Rd
Sonora CA 95370-7542
(209) 532-6272 x201

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-24

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Agreement with Guidehouse, Inc. to Provide Organizational and Operational Review Services in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Guidehouse, Inc. to Provide Organizational and Operational Review Services in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County is a general law county with a commission form of government. Through eighteen departments, the County delivers hundreds of services to the public to improve their quality of life. Some of those services are the result of state or federal mandates, previous or current grant funding, or past and/or current public interests. Some are new and innovative, some we picked up because other counties were doing it or it seemed like a great thing to do at the time, and others have been enshrined as "the way we have always done things."With all of the good services that are being provided, it is important to check to see if there are better or best services that could be provided alongside or instead of current offerings. Services need to be community-centric and aligned with public priorities; delivered as efficiently, effectively, and equitably as possible; and sustainable with available staff and resources.

This item would approve an agreement with Guidehouse, Inc. for a holistic organizational and operational review. Specifically, the scope of work includes the following:
A detailed study of each department's structure and function.
Study and diagramming of cross-departmental workflows.
Identification of methods for more efficient and effective service delivery.
Analysis of relationship and accountability between the Board and department heads.
Identification of services that may no longer need to be delivered at existing service levels.
Identification of performance measures for internal and external use.
Recommendation of ideal organizational structures.
Recommendations for appropriate staffing and resource levels including related classification evaluations.
Recommendations for streamlining mandated and non-mandated services.
A final report with sufficient data to justify recommendations.
Periodic updates to the Board and a presentation of the final results.

It is important to note that this study is not intended to reduce the number of positions in the County.

Instead, it aims to ensure that staff are able to focus on delivering the highest priority services for our community in the best possible way. By eliminating some lower priority services and evaluating the best way to organize ourselves, it is anticipated that the recommendations from this study will make it easier for staff to address priorities that make life better for everyone in Mariposa County.Objective 3.1 of the existing Mariposa County Strategic Plan directs staff to, "review and optimize business processes and organizational structure." Based on this direction, staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In 2022, the Board allocated $200,000 of State and Local Fiscal Recovery Funds (SLFRF) to support this study. This amount is included in the Fiscal Year 2023-2024 budget allocated earlier this year.

The Board approved a Request for Qualifications (RFQ) for an organizational and operational review on September 19, 2023. Nine proposals were received in response to the RFQ with cost proposals ranging from $148,000 to $450,000. A committee of five staff and two supervisors were assigned to review the proposals and three firms were interviewed as part of the selection process. The committee unanimously agreed that Guidehouse, Inc. was uniquely qualified, had the best approach for Mariposa County, was reasonably priced relative to the other proposals received, and was the most likely to deliver impactful results for our community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The County may miss a significant opportunity to improve the way it delivers services to our community.

FINANCIAL IMPACT

Grant funds have been budgeted in the ARPA/SLFRF Fund to cover this expense.

ATTACHMENTS

1. **Guidehouse Organizational Study Agreement**
2. **Guidehouse Scope of Work**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR ORGANIZATIONAL AND OPERATIONAL REVIEW SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of January, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Guidehouse Inc., a Delaware corporation, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of one year commencing on January 1, 2024, through and including December 31, 2024.

2. SERVICES; STANDARD OF CARE

Contractor shall perform organizational and operational review services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Contractor agrees that the services provided for under the Agreement will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the services, Contractor and its personnel shall exercise reasonable care. Contractor cannot guarantee or assure the achievement of any particular performance objective, nor can Contractor guarantee or assure any particular outcome for the County or any other person as a result of the Agreement or the performance of the services contemplated thereunder. If, during the performance of the services, or within one (1) year following completion of the Agreement, such services will prove to be faulty or defective by reason of a failure to meet such standards, Contractor agrees that upon prompt written notification from the County prior to the expiration of the one-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the services will be redone at no cost to the County up to a maximum amount equivalent to the cost of the services rendered under the Agreement. The foregoing will constitute Contractor's sole warranty with respect to the accuracy or completeness of the services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

3. COMPENSATION; ACCEPTANCE PROCEDURES

The maximum compensation payable to Contractor under this Agreement is $200,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

Receipt of a deliverable occurs when the deliverable is provided to the County. Receipt of services is deemed to occur when the County receives an invoice from Contractor for those services. Absent written notification of non-acceptance from the County within five (5) business days of receipt, deliverables and services will be construed as accepted. Any such notice shall specify in reasonable detail the reasons such deliverable or service has been deemed unacceptable. If the notice of non-

acceptance is not sufficiently detailed to allow Contractor to determine why such deliverable or service is unacceptable, Contractor may request in writing that the County provide additional information. The passage of ten (10) business days from the date of such request without the provision of such additional information shall constitute final acceptance of such deliverable or service by the County. Within fifteen (15) days of receipt of the County notice, Contractor shall, at its option, either correct the problems in such deliverable or service or present the County with a plan to fix such problems within a reasonable period of time under the circumstances. The deliverable or service shall be deemed accepted by the County after comments have been incorporated and the deliverable or service re-submitted. Acceptance by the County shall not be unreasonably withheld or delayed.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 in the general aggregate. 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 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 Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, 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 Contractor including materials, parts, or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to 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 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance, except as to claims arising out of the acts or omissions of the County, its employees and its agents. 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 County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of a certificate of insurance evidencing the coverages required under this Agreement, including endorsements required by these specifications, at any time.

(8) 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.

(9) 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.

5. INDEMNIFICATION; LIMITATION OF LIABILITY

To the fullest extent permitted by law, Contractor shall indemnify County, its officers, employees, agents, and volunteers, against any and all third-party liability, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from all grossly negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

Notwithstanding the terms of any other provision, the total liability of Contractor and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of the Agreement, whether in contract, tort or otherwise, shall be limited to three (3) times the amount set forth in Section 3 herein. Neither Contractor nor County shall in any event be liable for any indirect, consequential or punitive damages, even if County or Contractor have been advised of the possibility of such damages.

6. INDEPENDENT CONTRACTOR; INTELLECTUAL PROPERTY

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

Upon full payment of all amounts due Contractor in connection with the Agreement, all rights, title and interest in any information and items, including summaries, documents, reports and portions thereof Contractor provides to the County (collectively, the "***Contractor Deliverables***") will become the County's sole and exclusive property for its internal business purposes and uses pursuant to the scope set forth in the applicable statement of work, subject to the exceptions set forth hereafter. Contractor shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the services (collectively, the "***Contractor Property***"). To the extent the Contractor Deliverables contain any Contractor Property; the County shall be granted a non-exclusive, non-assignable, royalty-free license to use such Contractor Property solely in connection with the subject of the Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem reasonably necessary, make available to County for examination all of its time sheets and expense records with respect to the matters covered by this Agreement. Contractor shall, upon the reasonable request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Collin Lopes, Partner
Guidehouse Inc.
1676 International Drive, Suite 800
McLean, VA 22102

COUNTY:
Dallin Kimble, CAO
County of Mariposa
P.O. Box 784
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the

purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for

executing this Agreement. The parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

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

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CONTRACTOR:	**COUNTY:**
GUIDEHOUSE INC. By: _____ Name: Collin Lopes Title: Partner	**COUNTY OF MARIPOSA** By: _____ Name: _____ Title: _____

5.0 Our Understanding

The County of Mariposa has a long and rich history and is unique in its terrain, rural population, and role as a host to millions of visitors each year. The County is responsible for providing a variety of services to its rural areas and small communities, and the quality of its services provided instills trust and confidence among Mariposa residents and visitors and enhances their quality of life. Mariposa County residents have indicated natural disasters, utility infrastructure, economic development, and environmental protections as key priority areas in the years to come. The County has also indicated a focus on improving quality of life in housing, medical care, infrastructure, and wildfire safety. Understanding its services, functions, structure, and operations is an essential first step for the County to best address the needs of its residents and achieve it strategic priorities. On top of these strategic priorities, the County is facing several unique challenging, such as a declining and aging population. The past few years have also presented the County with new opportunities, such as the increasingly competitive housing market. These challenges and opportunities underly the importance of streamlining and enhancing County operations for current and future needs. Through our extensive work with various California departments, agencies, counties, and municipalities, Guidehouse has developed an extensive and nuanced understanding of the organizational and workforce needs of cities and counties within California in the context of their culture, strategic plans, and complex State regulations. We believe a personal and highly integrated approach to this work would emphasize organizational culture and optimize resources and knowledge sharing across the County and relevant stakeholders throughout this organizational transformation. We recognize this is an ongoing, dynamic process that should adapt to evolving organizational needs, workforce preferences, and the ever-changing landscape of rules, regulations, and leading practices for organizational transformations. Our approach to the scope of work is outlined below.



Figure 2. Guidehouse Key Differentiators

6.0 Project Approach and Methodology

To support Mariposa County in conducting its organizational and operations review, we will employ our Organization Transformation Blueprint methodology, as depicted in **Figure 3**. This blueprint serves as our guide, incorporating inputs and outputs from each phase to augment deliverables and minimize time commitment required from Mariposa County staff. For instance, at King County Metro, we used this blueprint to evaluate the organization's onboarding and probationary processes, ideate innovate concepts, streamline these processes to enhance

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efficiency and the user experience, and outline the implementation strategy for the envisioned future-state process. Throughout the Transformation Blueprint methodology, we will integrate process improvement best practices with Lean Six Sigma's five-phase DMAIC process: Define, Measure, Analyze, Improve, and Control.

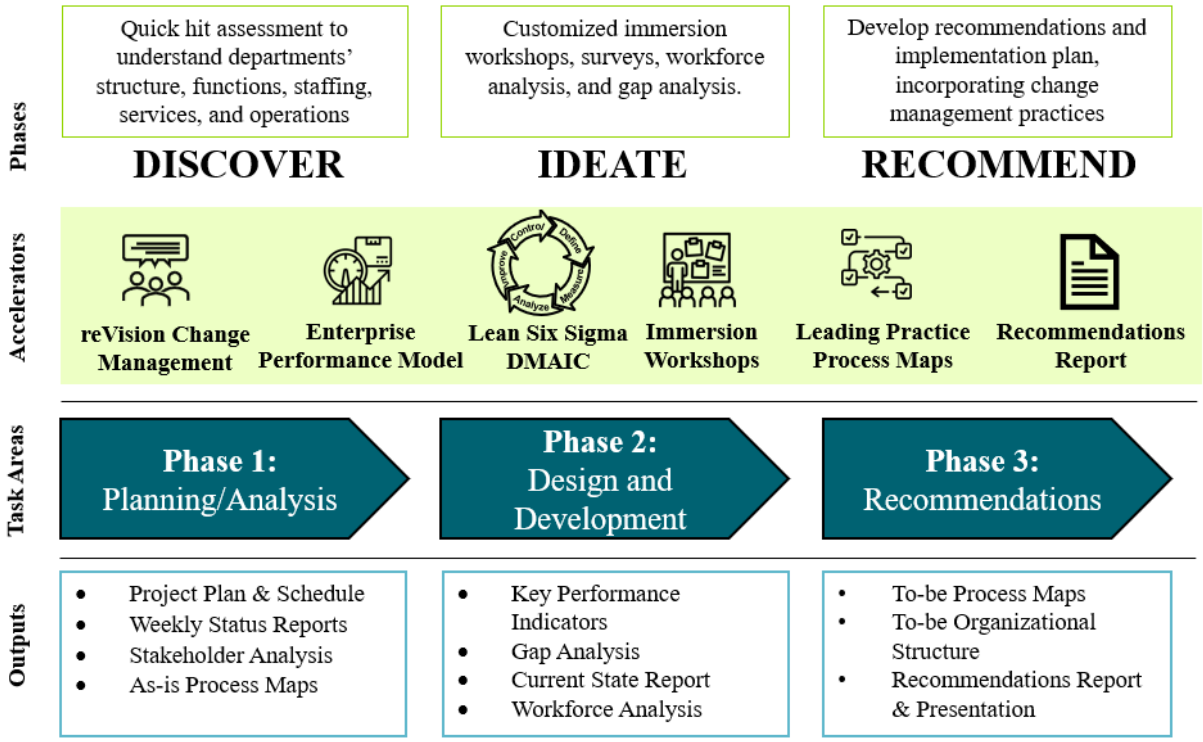

Figure 3. Guidehouse's Organization Transformation Blueprint

The key to our Blueprint approach is our accelerators, which are tools and techniques that enable our team to quickly and effectively identify where current organizational structure, staffing, practice, policies, or procedures are not in alignment with Mariposa County's goals or public sector leading practices. **Table 4** describes our ready-made accelerators that we apply across the phases of our Transformation Blueprint approach.

Table 4. Accelerators

Accelerator	Description	Outcomes
(re)Vision™ Change Management	Guidehouse's Association of Change Management Professionals (ACMP) accredited change management framework that actively plans for how people think and respond to change and is used to design training that resonates with all employees who will be involved in or impacted by a new organizational design or new processes.	• Custom Communications Plan to identify stakeholders, key activities, and timing to inform everyone involved • Stakeholder engagement involving front-line staff up through leadership to support buy-in for the change
Enterprise Performance Model (EPM)	EPM incorporates a blend of both qualitative and quantitative methods to identify improvement opportunities in organizational	• Foundational understanding of Mariposa County's current organizational structure and functions

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Table 4. Accelerators

Accelerator	Description	Outcomes
	design, processes, practices, policies, systems, and business operations.	• Diverse perspective and organizational impact of current structure and functions
Lean Six Sigma (LSS) DMAIC	**Lean** is an approach to identify and eliminate waste or non-value-added activities. It identifies hidden areas of inefficiency around Transportation, Inventory, Motion, Waiting, Over-production, Over-processing, Defects/Errors, and Skills/Intellect. This tool will be particularly helpful as Guidehouse inventories and assesses current processes, determines how alternative channels can eliminate high volume or high effort transactions, and formulates key performance indicator (KPIs) targeted to reducing inefficiencies. **Six Sigma** is a structured, data-driven methodology to eliminate defects and reduce variation. This tool will be especially applicable when assessing the current processes and data outputs, in-office demands and processing, and the alternative channels that should or should not be used to managing both inside and outside office demands. **DMAIC** is the LSS methodology to improve processes**. Define** the opportunity for improvement**, Measure** the baseline, **Analyze** the process and its performance, **Improve** the process**, Control** the process to sustain gains.	• Voice of the Customer, Business, and Employee, allowing us to identify customer, business needs, wants and pain points • As-is and To-be process maps that identify waste, variation, and non-value added steps in processes to make them more efficient, repeatable, and reproducible • Root Cause Analysis results identifying what is vital few causes that we need to find solutions/controls for. • Gap Analysis tools that help us identify where Mariposa is at today and where they want to go
Immersion Workshops	Collaborative brainstorming sessions that apply leading practice facilitation tools (e.g., Mural) to ideate and solution concepts for development of a new organizational design.	• Increase buy-in and ownership • Solutions and recommendations customized and prioritized for the Mariposa County operating environment
Organization Assessment Survey Question Sets	Survey questions that would be distributed through an online survey, targeting County management and staff, and other stakeholders (e.g., County Supervisors) identified by County project leadership	• Identify organizational strengths, weaknesses, threats, and opportunities • Generate stakeholder buy-in
Workload and Resource Measurement Tools	Excel templates that are used to collect and quantify workloads being managed or processed by organizational entities.	• Identifies areas within the organization where staffing is inadequate or excessive
Policy & Procedure Development Framework	Framework used to guide policy development, solicit feedback, and integrate the necessary insights and perspectives into the end-product, as well as guidance on review and approval of policies and procedures.	• Insight and feedback needed to craft policies, procedures, and principles evaluating services • Policies and procedures that are compliant with Mariposa

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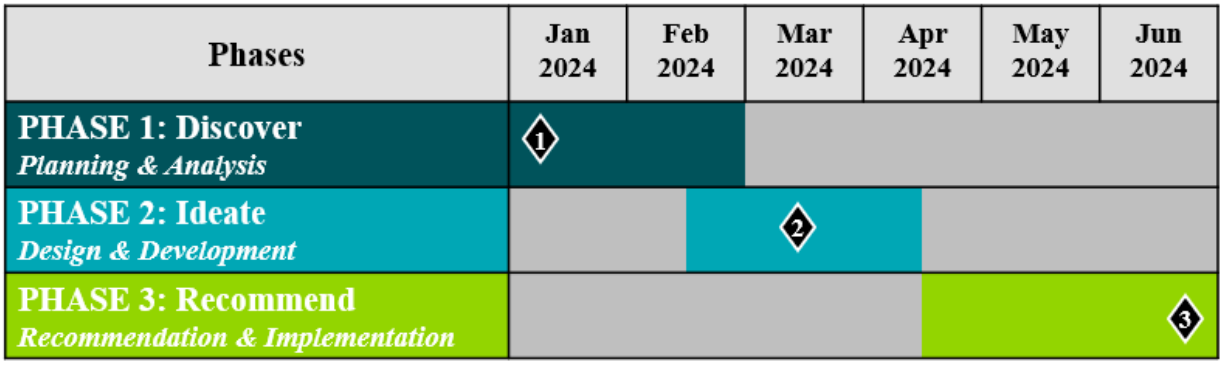
Table 4. Accelerators

Accelerator	Description	Outcomes
		County's review and approval processes

The proposed project schedule in **Figure 4** below highlights when activities and deliverables will be completed throughout the project lifecycle. This project assumes a January start given the holidays are a period when staff are typically unavailable, thus complicating and delaying discovery efforts such as data collection, stakeholder interviews, staff surveys, etc. Our team, however, would work with the County to identify the ideal start date and adjust the project activities accordingly.

This timeline also shows the Organization Transformation Blueprint aligned with Mariposa County's requirements as described in this RFP. During a kick-off meeting with Mariposa County, we would work collaboratively to adjust the timeline based on current priorities and needs. Throughout the project, our team will proactively communicate any changes to the project schedule to Mariposa County project manager.



Deliverables

1. Project Plan and Schedule and Weekly Status Reports (Task 10)
2. Current State Report, including As-Is Process Maps and Gap Analysis (Tasks 1-4, 9)
3. Recommendations Report, including Key Performance Indicators, To-Be Process Maps, Workforce Analysis, and To-be Org. Structure (Tasks 5-8, 11, 12)

Figure 4. Project Schedule

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Table 5 below identifies which phase of the project will cover the tasks outlined in the RFP.

Table 5. RFP Statement of Work Requirements Organized by Phase

Project Phase	RFP Statement of Work Requirement
Phase 1: Discover	• Task 1. Conduct a detailed study of each department's structure and function. This will include a list of services that are provided, identifying which services are mandated by state or federal law, and some reasonable indicator(s) of the level at which each service is being provided. Identify when services are mandated at a particular level. For services that are not mandated by law, identify the County code, rule or policy requiring or authorizing services to be provided, wherever possible. • Task 2. Identify how departments interface to perform duties and deliver services. Study and diagram significant cross-departmental workflows (e.g., permits requiring approval from multiple departments, etc.). • Task 4. Identify ways in which Mariposa County can deliver services more effectively, efficiently, and equitably, including but not limited to opportunities to centralize services, group or pair service delivery to allow closer collaboration, leverage alternative service delivery methods such as contracting or outsourcing consistent with state law, or reassign services or functions to a different department or division. • Task 9. Study the relationship between department heads and the Board of Supervisors. Recommend changes to that relationship to improve professional effectiveness, efficiency, and accountability, up to and including changes to the form of government, if warranted.
Phase 2: Ideate Phase	• Task 3. In collaboration with County departments and the Board of Supervisors, identify services that may not need to be provided or may not need to be provided at the level at which they are currently delivered. • Task 5. Identify performance measures to capture the benefits of changes made as a result of these study recommendations, inform future budget discussions, and communicate to the public how services are being provided. • Task 8. Analyze and recommend ideal organizational structures for Mariposa, including the grouping of synergistic functions or divisions. Consider managerial span of control, lines of authority, individual accountability, and organizational effectiveness among the factors in that analysis. Provide "preferred" organizational charts to help visualize recommendations
Phase 3: Recommend	• Task 6. Recommend appropriate staffing and resource levels (both current and future) to adhere to mandated requirements and deliver existing services (minus those services that may be eliminated or reduced as part of Scope of Work #3). Perform related classification evaluation and modification and/or recommend reclassification or changes in position allocations, as necessary. • Task 7. Recommend streamlined procedures and processes to adhere to mandated requirements, including the optimal handling of those duties that are performed as non-mandated. • Task 11. Provide a final report with a summary of findings. The final report shall provide sufficient data and information to inform and justify future policy decisions regarding County operations, structure, and staffing/resource levels. • Task 12. Present the final report to the Board of Supervisors in a public setting and respond to questions from the Board of Supervisors, County staff, and members of the public.

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Project Phase	RFP Statement of Work Requirement
Across All Phases	- Task 10. Provide periodic updates to identified County staff and the Board of Supervisors, including a summary of the most current findings.

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6.1 Phase 1: Discover (SOW Tasks 1, 2, 4, 9, 10)

In the first phase of our Organization Transformation Blueprint, the Discover phase, we establish a project management plan with Mariposa County Project Leadership to align on priorities, expectations, and outcomes. We will base this project plan on our proven Project Management framework, TruePMO[SM], to execute an effective project. TruePMO[SM], is collaborative and is structured to ensure that the results are delivered on time and on budget. We will implement each of the key activities as part of our Project Management Framework as shown in **Figure 5.** Some outcomes Mariposa County can expect to see from the implementation of the framework include regular opportunities for managerial decision making; consistency across project plans and deliverables, tools, and processes for managing communication; and clear interrelationships between tasks through identification of dependencies and critical path activities.

Our robust PMO methodology is based on proven experience and deep practitioner knowledge of our clients, their specific program topics, and the size and scale of their programs.

Our framework features PMO tools, templates, and models that enable the successful delivery and management of large, complex, transformational programs with flexible design for agile, lean, or waterfall methodologies.

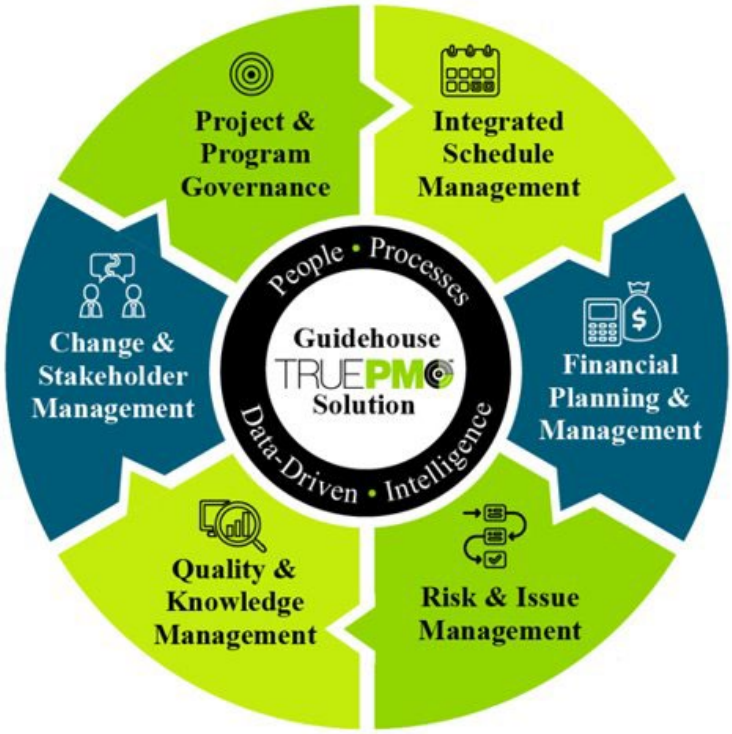

Figure 5. Guidehouse's TruePMO[SM] Framework

Our project management approach includes several practical quality assurance mechanisms that will be completed during Phase 1 as detailed below:

- **Kick-off meeting to establish expectations:** At the start of this project, we will meet with relevant stakeholders to make sure we properly understand the objectives and requirements, including timelines for the project. All team members will join this meeting (as appropriate) to make sure there is a consistent understanding across the team of project objectives and expectations and that everyone is on the same page before the project begins.
- **Project-specific governance structure:** We will establish a project-specific governance structure to guide project coordination and provide a clear and immediate path for decision-

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making, remediation, and correction as necessary. Through our governance structure, issues will be escalated quickly and communicated to the appropriate personnel.

- **Clear roles and communication:** As described in Assigned Personnel, **Section 9.1**, we will have two individuals in the leadership team and a single point of contact for our day-to-day communications with Mariposa County: Collin, as the Engagement Partner, Rob, as the Engagement Director, and Callie, as the Project Manager/Lead Analyst. While Callie will be the day-to-day contact for Mariposa County, both Callie and Rob will be available to discuss any issues and recommend appropriate solutions.
- **Frequent project processes and reporting:** Regular touchpoints with Mariposa County during the project will make sure that our work products remain aligned with program objectives and the team can promptly address any changes in project direction. We will provide regular status reports for the Board of Supervisors that are tailored to Mariposa County's needs, that outline what has been completed and what is left outstanding so that progress is transparent.
- **Accessible and accountable project leaders:** Our senior leaders are invested and will be involved in this project from day one. All contractual deliverables are reviewed Rob and Callie to ensure quality and that Guidehouse is meeting the goals of the project. Rigorous internal review and sign-off is part of our standard Guidehouse process to ensure the deliverables are of the highest standard for our clients.
- **Structured project management tools:** Guidehouse employs repeatable methods and tools to achieve task objectives and provide consistency. During execution, Callie and the rest of our leadership team will use these tools to oversee the team; manage project costs, schedule, performance, and reporting requirements; prepare deliverables for delivery; provide status reports; and manage and mitigate risks. An example of such a tool is shown in **Figure 6** to the right.

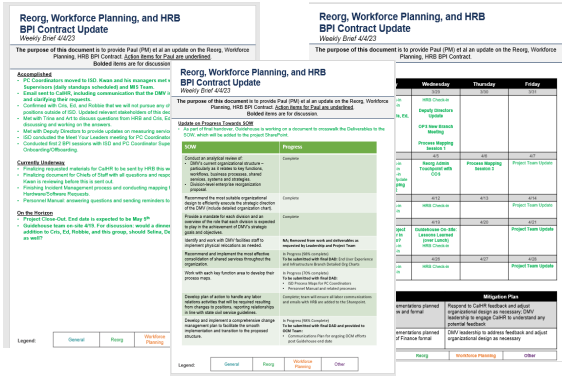

Figure 6. Status Report

- **Proactive risk management:** In addition, risk management is ingrained in our culture and our heritage stemming from our audit and compliance roots. We will use a Risk Register (example shown in **Figure 7**) to track potential risks before they occur and proactively formulate a mitigation strategy to preempt occurrence.

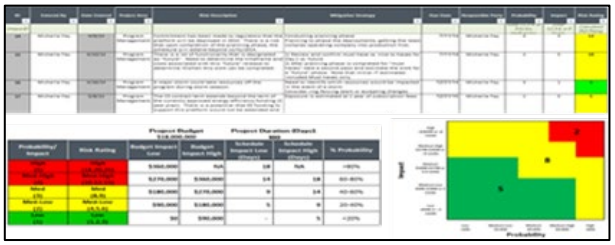

Figure 7. Sample Risk Register

We kickstart the Discover phase by thoroughly examining the Mariposa County's organizational effectiveness and understand current and future needs, Guidehouse will employ our specialized Enterprise Performance Model (EPM) Tool (**Figure 8**).

EPM incorporates a blend of both qualitative and quantitative methods to identify improvement opportunities in organizational design, processes, practices, policies, systems, and business operations. Our Discover phase activities, outlined below, is designed to deliver a comprehensive evaluation of the Mariposa County's current organizational structure and function and services provided. This analysis forms a strong foundation for subsequent phases, guiding the Mariposa County toward improved services for your customers.

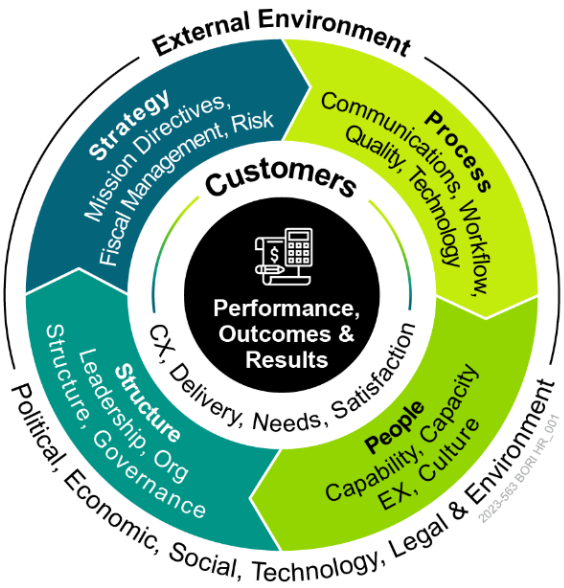

Figure 8. Enterprise Performance Model (EMP) Tool

Disvover Activities

Note: Guidehouse will discuss project schedule and sequence of activities during the project kick-off. Guidehouse may consider performing activities before or after the phase identified by Mariposa County in the RFP.

- Coordinate and facilitate a kick-off meeting with the Mariposa County's project manager or designee and leadership to discuss:
  - Project objectives, priorities, schedule, and risks and provide **project plan and schedule**,
  - Guidehouse's ready-made data call to request existing documentation (e.g., organizational chart, list of current services provided; and list of initial stakeholders to interview) and accelerate data collection (e.g., performance metrics, workforce data).
  - Operating cadence for status meetings and **status reports** with stakeholders to review work and provide feedback.
  - A collaboration site to allow for simultaneous government reviews and real-time updates by the Guidehouse Team.
- Meet with Mariposa County leadership to identify the **EPM dimensions** that best align with the Mariposa County's strategy for operations and services and understand the desired outcomes of a new organizational design.
- Conduct stakeholder analysis to understand what change management activities and communications plans need to be created and dispersed.
- Complete a **documentation review** looking at all relevant HR policies, procuedures, org charts, etc.
- Review Mariposa County's current processes, focusing on significant cross-departmental workflows identified by leadership.
- Select the EPM interview questions that best align with the desired outcomes and priorities defined during interviews with Mariposa County leadership.

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Figure 9. Stakeholder Engagement Guiding Principles

- Coordinate with the Mariposa County project manager to schedule and conduct interviews with initial stakeholders.
- Meet with stakeholders/process workers via one-on-one interviews or focus groups to **document as-is processes** in Visio.
- Synthesize the results of interview insights into key themes to identify common trends or misalignment between staff and leadership perspectives.
- Conduct **value add analysis** on as-is process maps and identify gaps and pain points with existing workflows, as well as desired functionality and outcomes, to provide recommendations for technology enhancements or upgrades that align with Mariposa County's vision for a new organization.
- Facilitate feedback sessions (Voice of the Customer/Business/Employee) via surveys, focus groups, previous survey results, system walkthroughs, to solicit opinions from staff regarding their experience with the operations and services.
- Engage relevant stakeholders in obtaining input, identifying risks, and evaluating compliance requirements including:
  - Labor Relations Group and/or Unions
  - Legal Department
  - People responsible for oversight and execution of the new process
- **Study the relationship between department heads and the Board of Supervisors** to inform a recommendation for potential changes to improve professional effectiveness, efficiency, and accountability.
- Integrate available workforce data (e.g., metrics and data diversity, retention, or employee experience, training participation, and available survey results) and organizational documentation (e.g., organizational charts, current performance evaluation policies, procedures, and systems) with findings from interviews**.**

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Phase 1: Discover Outputs & Deliverables

- Project Plan & Schedule
- ★ **Deliverable: Weekly Status Reports *(Ongoing)***
- Stakeholder Analysis
- As-is Process Maps

6.2 Phase 2: Ideate (SOW Tasks 3, 5, 8)

In the Ideate Phase, we embark on a co-creative journey to formulate guiding principles that will inform and prioritize the improvements in the Mariposa County's organizational structure and operations. Our approach to this phase is centered around collaborative engagement using our Immersion Workshops. These workshops comprise of a structured series of interactive sessions designed to delve into the root causes of gaps within the Mariposa County's current structure, functions, services, and staffing levels, contrasting it with leading industry practices within the public sector. Through these workshops, we foster brainstorming and idea generation to bridge these gaps.

We apply the Immersion Workshop process across functions and services within every department; we consistently engage key stakeholders to identify gaps, ideate future state scenarios and determine the necessary tools and systems for realizing these ideal states. For example, at New York City Housing Authority (NYCHA), Guidehouse worked as a partner to identify 6 functional HR areas where improvements were necessary including the redesign of the organization's recruiting process. We conducted Immersion Workshops through multiple sessions, involving a diverse selection of individuals, spanning various organizational hierarchies and roles to help ideate what has ultimately become a strategic plan for addressing gaps and corrective actions.

Colorado Department of Transportation Workforce of the Future

Guidehouse helped the Colorado Department of Transportation (CDOT) transform its HR and staffing strategy into a more strategic and planned approach to position the agency as one of the most innovative transportation authorities in the country. The agency was burdened by complex processes and an aging workforce, and without a future-oriented hiring strategy, staffing was based on historic roles and functions rather than the future skillset needs of a changing economy. Guidehouse analyzed the purpose business roles and functions and completed a technology feasibility analysis to identify innovations that will enable CDOT to utilize its current and future resources most effectively. This analysis led to a strategic path forward and steps to implement that path through changes to people, technologies, and processes.

Ideate Activities:

- Design **framework** to set service objectives and align with Mariposa County strategic objectives using industry best practices, benchmarking, and Guidehouse SME input.
- Perform **gap analysis.** Guidehouse will compare the County's current organizational elements and workforce to the desired future state identifying variances, gaps, and areas requiring improvement. This will enable our team to identify what the County is currently doing well, as well as areas needing attention. We will then review and evaluate identified gaps using the tool depicted in **Figure 10**.

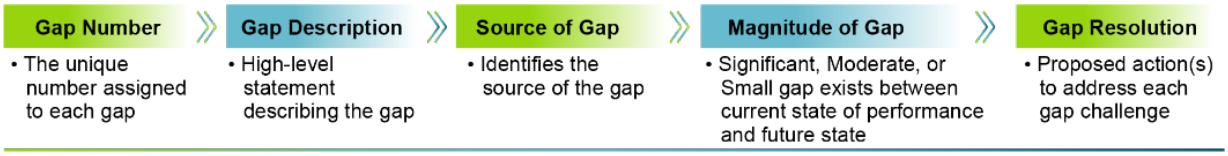

Figure 10. Gap Evaluation Tool

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  - Gaps will be identified using the following scale:
    - **Significant.** Significant gap exists between current state performance and ideal state requirements; new capabilities are required to reach ideal state.
    - **Moderate.** Moderate gap exists between current state performance and ideal state requirements. Most capabilities are present; existing capabilities need to be strengthened to reach ideal state.
    - **Small.** Small gap exists between current state performance and ideal state requirements; most capabilities are present and need to be minimally strengthened to reach ideal state.
- Proposed gap resolutions will enable the County's leadership to identify specific areas that, if addressed, will have a positive impact on the County's mission execution and may include changes to key functions, workflows, business processes, and human capital practices. These findings and gaps will be validated with relevant stakeholders before being finalized and incorporated into an action plan.
- Synthesize findings in a **current state report** and present to relevant stakeholders.
- Conduct Immersion Workshops with cross section of employees and leaders from each department to:
  - Ideate about new service delivery way forward to include philosophy, methodology, policy, procedures, and principles.
  - Develop **future state service delivery** based on gaps identified, benchmarking, SME advice, and best practices.
  - Socialize the recommendations identified for the new processes.
  - Develop an after action report summarizing results from the workshop and next steps and disseminate among key stakeholders for feedback and review.
- Incorporate feedback from survey, immersion workshops, and leadership to design the **new service delivery philosophy.**
- Conduct **workforce analysis** to understand where your staff currently are, where you want them to be based on the organization plans, and how to get them there.
  - Analyze current staffing levels by classifications and, to the extent the data is available, the workforce's capacity to meet the required workload given existing customer demand, existing workflow processes, and the critical functions, goals, and service level targets of the department.
  - Identify internal/external factors that impact Mariposa County's commitment to efficient and effective support operations.
  - Identify and prioritize critical positions and skillset/competency gaps.
  - Define critical issues that could impact staffing over the next 3-5 years.

Phase 2: Ideate Outputs & Deliverables



- Key Performance Indicators
- Gap Analysis
- ★ **Deliverable: Current State Report**
- Workforce Analysis

6.3 Phase 3: Recommend (SOW Tasks 6, 7, 11, 12)

During the Recommend Phase, we focus on distilling our previous phases' analysis into organizational, process, technology, and workforce recommendations for the final **Recommendations Report** for Mariposa County. Our commitment will extend beyond ideation and superficial planning; in this phase, we focus on the comprehensive implementation activities that are an integral part of our strategy. We recognize that true success lies in the effective execution of our recommendations. To ensure this success, we incorporate change management principles into every facet of our implementation strategy. We understand that modernizing an organization may present challenges, and we are dedicated to addressing these head-on. Our goal is to achieve a successful rollout that not only optimizes processes but also fosters high employee engagement and satisfaction.

This phase will conclude with the development of actionable recommendations and a comprehensive change management plan that identifies the capabilities and construct needed for the County to realize your vision. To provide this, Guidehouse leverages our (re)Vision™ change management methodology, a proven approach officially recognized by the Association of Change Management Professionals (ACMP). This methodology, depicted in **Figure 11**, meticulously plans for and manages changes to organizations, policies, and procedures within the Mariposa County. (re)Vision™, distinct for its alignment with the Prosci® ADKAR (Awareness, Desire, Knowledge, Ability and Reinforcement) and Kotter models, is uniquely designed to integrate and actively plan for how individuals perceive and respond to change. (re)Vision™ unfolds through five steps: (re)Search, (re)Imagine, (re)Align, (re)Engage, and (re)Inforce all centered on creating sustainable change. Anchored in three fundamental principles – People Centric Change, Human Centered Design (HCD), and Behavioral Economics – this approach underpins the development training materials and guides tailored to resonate with Mariposa County workforce.

Organizational Strategic Assessment and Realignment U.S. Department of State (DoS), Bureau of Information Resource Management (IRM)

Supported IRM in a massive bureau-wide organizational strategic assessment and realignment. The organizational assessment conducted led to the following outcomes:

- Better alignment of its mission, vision, and goals outlined in the Department's Strategic Plan and in IRM's IT Strategic Plan
- Streamlined business and technical operations and improved economies of scale
- Greater transparency and improved budget formulation processes
- Improved customer service for IRM's bureau IT customers
- Identification of resource (personnel) gaps in the workforce
- Development of the Department's first end-to-end organizational realignment process

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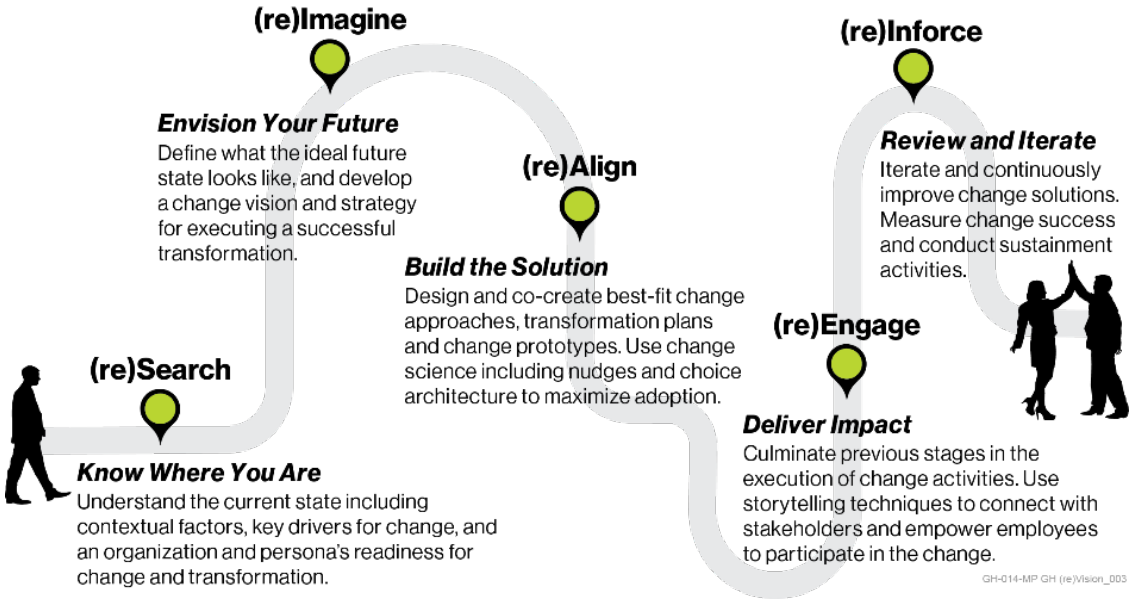

Figure 11. (re)Vision™ Change Management Methodology

Table 6 outlines the minimum elements to be included in the Change Management Plan, and the associated process steps for completing each.

Table 6. Minimum elements to be included in the Change Management Plan

Plan Element	Process Steps
Provide a proposed outline/Table of Contents for Change Management Report	• Develop outline based on requirements identified by the County program sponsor, assumptions, and available information • Identify additional information needed as well as potential sources • Discuss format/style for the report and associated briefing decks • Gain buy-in from stakeholders
Assumptions to be used in developing the recommendations	• List assumptions based on knowledge of the County's requirements, mission and vision and regulatory/policy constraints • Identify needed information including but not limited to performance metrics and baseline data, process maps, workforce data, cultural artifacts, etc. • Identify support/assistance needed from leadership • Review assumptions and needs with County leadership
An overview of our initial methodology for the report including target benchmarks	• Develop and present initial methodology and outline • Provide list of initial benchmark targets of other large scale, agile, innovative organizations • Provide draft of benchmark criteria and metrics for baseline scorecard • Gain concurrence and approval of methodology, approach and benchmarks
Provide a high-level future state roadmap and implementation plan	• Utilize process mapping tools, (re)Vision framework and change toolkit to overlay current organizational structure and business process maps with "to be" construct • Utilize knowledge of current regulations, roles and responsibilities of the County, as well as other government agencies, to identify how changes can be implemented • Define a critical path of activities and schedule for implementation, considering available resources and other activities that impact

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Table 6. Minimum elements to be included in the Change Management Plan

Plan Element	Process Steps
	stakeholder focus and availability. Key Roadmap activities will include the establishment of an implementation organization, leadership coaching, and appropriate time for cycles of refinement.

The following table provides the focus areas we will include with the Recommendations Report.

Table 7. Minimum elements to be included in the Recommendations Report

Recommendations Report Element	Process Steps
Organizational structure	• Provide recommended organizational design
Department mandates and roles overview	• Provide a mandate for each department • Provide an overview of the role that each department is expected to play in achievement of the County's strategic goals and objectives
Staffing and resource levels	• Provide recommended staffing levels for each department • Provide recommended reclassifications, if any
Process maps at functional level	• Work with each key function area to develop their process maps leveraging Lean Six Sigma structure in parallel to Phase 2 activities

We will validate this report with the County to ensure the change supports achievement of the intended goal for the organizational assessment. We will also provide examples of other reports that show a variety of formats, graphics, and styles to get input on the look and feel of the final product. By incorporating the County's feedback into the outline development process, Team Guidehouse is better able to ensure that deliverables and work products meet the County's expectation, thereby eliminating re-work. In addition to the final report, Team Guidehouse will prepare and provide, as required, briefing decks that summarize our recommendations to more easily socialize content.

Our team will work with Mariposa County to prepare for and present the Recommendations Report to the Board of Supervisors and other relevant County stakeholders. In partnership with the Mariposa County Project Sponsor, we will develop a list of County stakeholder to present the Recommendations Report to and oversee coordination and logistics for virtual and in-person sessions. Our subject matter experts will co-present with the Project Team, and collaborate on developing presentations, narratives, talking points, or other items requested by the project sponsors.

Recommend Activities:

- Based on the recommendations identified in the Ideate phase for enhancing the existing organizational design and services, assist the Mariposa County in defining business, automation, technical and data requirements, and system integration dependencies.
- Create **to-be process maps** that support more effective and efficient service delivery.
- Continuing from the Ideate phase, assess the **impact of the new organization** and develop recommendations for optimization to be implemented with the expansion plan.
- Develop a **Recommendations Report** and **present to the Board of Supervisors**.
- Develop a communications plan and materials and draft schedule to support the future implementation of the new structure, procedures, and processes.
- Draft communications to orient leadership and staff on the new organizational design, procedures, and processes.

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Phase 3: Outputs and Deliverables



- To-be Process Maps
- To-be Organizational Structure
- ★ **Deliverable: Recommendations Report and Presentation**

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Review and Select Board Member Representation on In-County Committees, Commissions, and Boards

---

RECOMMENDATION AND JUSTIFICATION

Review and Select Board Member Representation on In-County Committees, Commissions, and Boards.

A list of all County committees with Board representatives and term expiration dates is attached. Committees, commissions, or boards needing appointments or reappointments are:

1) Mariposa County Safety Committee (two representatives); and
2) Creative Placemaking Strategy Advisory Committee (two representatives); and
3) Americans with Disabilities Act (ADA) Citizen Advisory Committee (two representatives); and
4) Mariposa County Childcare Task Force (one representative); and
5) Mariposa First 5 (one representative); and
6) Solid Waste AB 939 Local Task Force (one representative).

Also attached is a list of those Committees and Boards not requiring reappointments. This second list is attached for informational purposes to aid in balancing assignments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board annually reviews its member representation for other entities. It also regularly reappoints members, including supervisors, to committees.

July 11, 2017: the Board gave direction to include all Board committee appointments with the annual first-of-the-year reviews and selections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board makes no appointments, there will be no Board representation on the listed committees, commissions, or boards once the current terms expire.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 2024 Board Committee Appointees Appointments

VOTE RESULT

RESULT:	**(UNANIMOUS)**
MOVER:	None
SECONDER:	None
AYES:	None

County Committee/Board Representatives

Nine (9) Positions/Terms need reappointment in 2024:

1) MARIPOSA COUNTY SAFETY COMMITTEE

Administering Department: County Counsel/Risk Management
Length of Term: One (1) year

2023 Appointees: **Danette Toso**
Rosemarie Smallcombe
Current Terms Expire: **January 17, 2024**

2) CHILDCARE TASK FORCE

Administering Department: Administration/Economic Development
Length of Term: One Year
Appointees: **Rosemarie Smallcombe**
Current Term Expires: **January 17, 2024**

3) CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE

Administering Department: Planning
Length of Term: Two Years
Appointees: **Miles Menetrey**
Shannon Poe
Current Terms Expire: **February 29, 2024**

4) AMERICANS WITH DISABILITIES ACT (ADA) CITIZEN ADVISORY COMMITTEE

Administering Department: Public Works
Length of Term: Three Years
Appointees: **Vacant**
Vacant
Current Terms Expire: **No appointments have been made to date**

5) MARIPOSA FIRST 5

Administering Department: HHSA
Length of Term: Three Years
Appointees: **Rosemarie Smallcombe**
Current Terms Expire: **January 5, 2024**

6) SOLID WASTE AB939 LOCAL TASK FORCE

Administering Department: Public Works
Length of Term: Continuous
Appointees: **Vacant**
Wayne Forsythe
Current Terms Expire: N/A (Continuous)

UNEXPIRED COMMITTEE TERMS – FOR REFERENCE ONLY - *NO ACTION NEEDED:*

BEHAVIORAL HEALTH BOARD

Administering Department: Clerk of the Board
Length of Term: Three (3) years
2021 Appointee: **Rosemarie Smallcombe**
Current Term Expires: **June 6, 2025**

FIRST FIVE OF MARIPOSA COUNTY

Administering Department: Human Services
Term Length: Three (3) years
Appointee: **Rosemarie Smallcombe**
Current Term Expires: **January 5, 2024**

LAW LIBRARY TRUSTEES

Administering Department: County Counsel
Length of Term: Continuous
Appointee: **Board of Supervisors' Chair**
Current Term Expires: N/A

LOCAL TRANSPORTATION COMMISSION TECHNICAL ADVISORY COMMITTEE

Administering Department: Public Works
Length of Term: Continuous
Appointees: **LTC Chair and Vice-Chair**
Current Term Expires: N/A

LOCAL AGENCY FORMATION COMMISSION (LAFCo)

Administering Department: Planning
Term Length: Four (4) years, staggered; expiring on the first Monday in May
Appointees: **Wayne Forsythe** (to 5-5-25)
Rosemarie Smallcombe (to 5-3-27)
Miles Menetrey (to 5-3-27)
Danette Toso (Alternate) (to 5-3-27)

MERCED RIVER TRAIL COMMUNITY WORKING GROUP

Administering Department: Planning Department
Length of Term: Three (3) years
Appointee: **Miles Menetrey**
Term Expires: **February 28, 2025**

Rosemarie Smallcombe
Term Expires: **February 28th, 2026**

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Review and Select Board Members to Serve as 2024 Policy Area Liaisons

---

RECOMMENDATION AND JUSTIFICATION

Review and Select Board Members to Serve as 2024 Policy Area Liaisons.

Among its first-of-the-year items, the Board annually considers and reviews the Policy Area Liaisons to ensure that the structure and representation still align with the Board's wishes. The intent behind the list and appointments is to define two Board members from whom Department Heads, whether appointed or elected, may seek guidance, insight, or feedback for issues at the departmental level. Generally, only routine matters are discussed on this level as the expectation remains that issues requiring either an action or more robust conversations will still be scheduled before the full Board, as needed.

Defining policy areas allows supervisors to work within their areas of expertise or interest. Additionally, designating two supervisors for areas and contacts also helps prevent inadvertent Brown Act non-compliance where more than two supervisors are hearing and discussing an issue. Lastly, having policy liaisons also allows an avenue for confidential complaints and serves as a component of a critical feedback loop that provides unfiltered information to board members.

The 2022 Board Liaison list is attached, which shows the policy area groupings, the departments falling under those policy areas, and the two Board members currently appointed to each policy area. Staff is now requesting that the Board review the list for sufficiency and select two Board members to oversee each policy area.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board annually reviews and provides direction on this matter. While County records indicate that the Board has appointed members as Policy Area liaisons since the 1960s and 1970s, the earlier process was more informal and Board members served on that position without review from the time of their appointment to the time they left the Board. The current process of annual review and reappointment was instituted in 1991 when only one Board member was assigned to each policy area. Subsequent to that time, the Board increased the representation to two Board members per policy area. Additionally, the Board has, from time-to-time, considered and changed the functional policy areas. Amendments occurred in 2019 when changes were needed due to the consolidation of multiple departments, and 2021 to further reflect new organizational structures.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives include:

1) Amend the proposed policy areas.
2) Continue with the present policy areas, but reduce Board representation to one member per area.
3) Assign departments to Board member(s) versus the policy area/subject matter.
4) Assign departments by supervisorial district.
5) Assign by some other criteria.
6) Formulate some other method by which to designate liaisons.
7) Eliminate the liaison structure.
8) Create a more formalized committee structure as some other counties do. These committees are formed around a topic or policy area (for example a Finance Committee), formally meet and convene, and report and recommend actions to the Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 2023 Board Liaisons - Comprehensive List

VOTE RESULT

RESULT:	**(UNANIMOUS)**
MOVER:	None
SECONDER:	None
AYES:	None

2023 Board Liaisons

BOARD LIAISON – DEVELOPMENTAL SERVICES: **SUPERVISORS FORSYTHE and MENETREY**

Policy Areas:

Advertising and Economic Development/Chamber
Housing Element
Natural Resources

Departments:

Economic Development
Building Department
Local Agency Formation Commission
Planning Department
Environmental Health

BOARD LIAISON - FIRE: **SUPERVISORS FORSYTHE and TOSO**

Policy Areas:

Fire Services

Departments:

Fire

BOARD LIAISON - FISCAL & EDUCATIONAL SERVICES: **SUPERVISORS FORSYTHE AND TOSO**

Policy Areas:

Agriculture
Audits
Fish and Game
Future Plant Acquisition - Capital Improvements
Library

Departments:

Agricultural Commissioner
Assessor-Recorder
Auditor
Farm Advisor/Cooperative Extension
Library
Treasurer-Tax Collector

BOARD LIAISON - GEN. GOVERNMENT: **SUPERVISORS SMALLCOMBE and POE**

Policy Areas:

Administration
Personnel
Personnel Salaries
Reserve for Contingency
Risk Management

Departments:

Administration
Assessment Appeals
Board of Supervisors
Clerk of the Board
County Clerk
County Counsel/Risk Manager
Elections
Grand Jury

BOARD LIAISON - HEALTH AND HUMAN SERVICES: **SUPERVISORS SMALLCOMBE and POE**

Policy Areas:

Behavioral Health
Health
Medical Care
Senior Issues
Social Services
Substance Abuse

Departments:

Air Pollution Control
Health & Human Services Agency
(excluding Environmental Health)

BOARD LIAISON – INFRASTRUCTURE: **SUPERVISORS MENETREY AND POE**

Policy Areas:

AirportCemetery
Cemetery
Parks & Recreation
Public lands
Roads
Solid Waste/Hazardous Waste
Transit

Departments:

Public Works Department:
- Administration
- Facilities Maintenance
- Engineering
- Parks
- Projects
- Recreation
- Roads
- Solid Waste Enterprise
- Transportation Planning
- Vehicle Maintenance

Transit

BOARD LIAISON – JUSTICE SYSTEM SERVICES: **SUPERVISORS MENETREY and FORSYTHE**

Policy Areas:

Animal Control
Courts
Jail Construction
Law Enforcement

Departments:

Sheriff
Court Appointed Counsel
District Attorney
- Criminal Division
- Victim-Witness

Child Support Services
Justice Subvention
Law Library
Probation
Sheriff/Jail/Boating
- Safety/Dispatch/Animal Control

Superior Court

BOARD LIAISON – WATER:	**SUPERVISORS TOSO and POE**
Policy Areas:	**Departments:**
Special Districts Water** **Includes IRWMP representation	Public Works Department: Special Districts Water Agency

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Appoint Board Members as Contact Area Liaisons for 2024

RECOMMENDATION AND JUSTIFICATION

Appoint Board Members as Contact Area Liaisons for 2024

Attached is the 2023 list of Board Member Contact Area representation. Review of that list, and changes as determined by the Board of Supervisors, are now needed.

It is recommended that as specific projects are brought forward, that formal appointment of Board Members be made.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board annually considers this list and appoints its representatives.

Contact Areas were created in order to appoint one or two Board members to interface on ongoing projects/issues. While there is some flexibility for other Board members to assist, it should be noted that the Contact Area Liaisons become subject to the Brown Act and its meeting requirements if a third Board member is added.

January 11th,2011: The Board clarified that these are Contact Areas versus Ad Hoc Committees.

January 6th, 2020: The list was amended to include the Mariposa Chamber of Commerce and the John C. Fremont Healthcare District.

January 5th, 2021: The list was amended to include Mariposa County Unified School District.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint and risk that items of interest to the County go unmonitored.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Contact Area Liaisons 2023**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BOARD MEMBER CONTACT AREAS

2023

CHAMBER OF COMMERCE

Supervisors Miles Menetrey and Wayne Forsythe

FERGUSON PROJECT

Supervisor Rosemarie Smallcombe;
(Public Works Director is the lead contact person)

JOHN C FREMONT HEALTHCARE DISTRICT

Supervisors Rosemarie Smallcombe and Shannon Poe

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

Supervisors Rosemarie Smallcombe and Wayne Forsythe

MARIPOSA PUBLIC UTILITY DISTRICT

Supervisors Danette Toso and Wayne Forsythe

STATE MINERAL MUSEUM

Supervisors Shannon Poe and Wayne Forsythe

YOSEMITE GATEWAY PARTNERS

Supervisors Rosemarie Smallcombe and Shannon Poe

YOSEMITE NATIONAL PARK SERVICE

Supervisors Rosemarie Smallcombe and Shannon Poe

January 17, 2023
Contact Area Liaisons

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Select and Approve Board Members as 2024 Agency Representatives

---

RECOMMENDATION AND JUSTIFICATION

Select and Approve Board Members as 2024 Agency Representatives.

At the beginning of each year, the Board considers its representation on other agencies to determine if changes are needed. The Amended 2023 list of agencies is attached, and the Board is now being asked to review that list to either reaffirm assignments or make changes, if necessary.

While considering assignments, it should be noted that the California State Association of Counties (CSAC) representative and an alternate for this year were selected on November 7th, 2023, as was required by CSAC. No action is necessary unless the Board wishes to change this representative and alternate. Rural County Representatives of California (RCRC) Appointments were made on November 7, 2023, no action is necessary unless the Board wishes to change this representative and alternate.

Additionally, while the Board has the latitude to assign representatives as it sees fit, it has, historically, selected the same representative for RCRC, the RCRC Environmental Services JPA for Solid Waste, GSFA, and the Mountain Counties Air Basin as they usually all meet on the same day during an RCRC meeting.

Lastly, while most agencies only require designation of a representative, the following three agencies will require additional selections:

- Calaveras-Mariposa Community Action Agency (CAA) requires that alternates be selected for each Board member representative;
- Golden State Finance Authority (GSFA) requires selection of a First Alternate; and
- Rural County Representatives of California (RCRC) also requires selection of a First Alternate.

Consequently, staff is now seeking the Board's consideration, selection, and approval of its agency representatives for the 2024 year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board annually reviews and updates its representation on agencies, including adding or deleting agencies, as necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Take no action and the Board may have no representation on various agencies.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 2023 Agencies with Board Member Representation

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGENCIES WITH BOARD MEMBER REPRESENTATION
2023

Area Agency on Aging/PSA 12:
Representative – Supervisor Smallcombe;
Alternate - Supervisor Menetrey

Calaveras-Mariposa Community Action Agency:
Representative - Supervisor Smallcombe; Alternate – Supervisor Menetrey
Representative - Supervisor Forsythe; Alternate - Supervisor Toso

California State Association of Counties (CSAC):
Director - Supervisor Smallcombe;
Alternates – Supervisor Menetrey

California Wildfire & Forest Resilience Task Force
Representative – Supervisor Smallcombe

Central Sierra Broadband Utility Zone Consortium
Representative - Supervisor Smallcombe;
Alternate - Supervisor Menetrey

Central Sierra Economic Development District Committee (CSEDD):
Representative - Supervisor Smallcombe;
Alternate - Supervisor Poe;
Citizen Member – Tara Schiff;
Alternate Citizen Member – Nina Avina-Rhodes

County Medical Services Program (CMSP):
Representative - Supervisor Menetrey; Alternate - Supervisor Smallcombe

Foreign Trade Zone Advisory:
Member - Supervisor Smallcombe

Job Connection Mariposa Governing Board (Mother Lode Job Training):
Representative - Supervisor Toso;
Alternate - Supervisor Forsythe

Joint Powers Authority of the Central Sierra Economic Development District (CSEDD):
Representative - Supervisor Smallcombe;
Alternate - Supervisor Poe

Mountain Counties Air Basin:
Representative - Supervisor Poe;
Alternate – Supervisor Forsythe

Mountain Valley Emergency Medical Services Agency and Regional Advisory Board: (Mountain Counties)
Representative - Supervisor Menetrey;
Elected Alternate - Supervisor Poe;
Alternate/Chairman of EMCC

National Association of Counties (NACO):

Representative - Supervisor Menetrey;
Alternates - Supervisors Smallcombe, Poe, Toso, Forsythe

PRISM (Formerly known as CSAC Excess Insurance Authority) Liability Insurance:
Representative - County Counsel;
Alternate – Assistant County Counsel

Rural County Representatives of California (RCRC):
Representative - Supervisor Menetrey; First Alternate - Supervisor Toso;
Note: Supervisors Menetrey and Toso are Representatives for Golden State Finance Authority (GSFA) and Golden State Connect Authority (GSCA)

RCRC - Environmental Services JPAs for Solid Waste:
Representative - Supervisor Menetrey;
Alternates - Public Works Director, Solid Waste Manager

Golden State Connect Authority (GSCA):
(Typically, the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Toso;

Golden State Finance Authority (GSFA):
(Typically, the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Toso;
***Per Maggie Chui/RCRC, cannot name remaining board members as alternates any longer.*

San Joaquin Valley Regional Association of California Counties:
Representative – Supervisor Menetrey (typically the Board Chair)

Sierra Nevada Conservancy:
Representative to the Sub-region for Mariposa - Supervisor Smallcombe;
Alternate - Supervisor Forsythe

SouthWest InterFace Team (SWIFT)
Representative – The District II Supervisor (Poe)

Yosemite Area Regional Transportation System (YARTS) JPA:
Representative - Supervisor Smallcombe;
Second Board Representative - Supervisor Menetrey;
Alternates: Supervisors Poe, Toso, and Forsythe

Yosemite/Mariposa County Tourism Bureau:
(Representation cycle every two years.)
Representative - Supervisor Poe; (Appointed 1-17-23)
Second Board Representative - Supervisor Toso
Alternates – Remaining Board members

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-25

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Set the Board's 2024 Meeting Schedule

RECOMMENDATION AND JUSTIFICATION

Set the Board's 2024 meeting schedule.

Under Mariposa County Code (MCC) Chapter 2.04, the Board's regular meetings are scheduled for the first three Tuesdays of every month unless a meeting is cancelled or rescheduled by Board action. However, the Board examines its annual schedule at the first of each year and approves or adjusts it as it sees fit.

Attached is a proposed meeting schedule, which follows the Board's customary schedule. The Board is also at liberty to cancel other meetings at this time if it chooses.

It should be noted that the attached schedule cancels the Regular Meetings of February 13th, April 2nd, and November 19th.

Put more concisely, staff recommends the following changes to the Board's 2024 meeting schedule and any other changes that the Board may choose.
Cancellation of the following three regular meetings:

- February 13th, 2024 - Two Supervisors, a County Administrative Officer and a Clerk of the Board, will be attending the NACo Legislative Conference.
- April 2nd, 2024 - Spring Break for schools
- November 19, 2024 - CSAC Annual Meeting and CCBSA Annual Conference.

Staff is also seeking direction regarding a series of Special Meetings for Study Sessions, Strategic Planning (in November), and the moving of locations for a few Regularly Scheduled Meetings.

Chapter 2.64.020 of the County Code regarding Legal Holidays, as well as the list of 2024 holidays, are also attached for reference, as some Supervisors and Department Heads may be absent around holidays.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board annually considers its schedule at the first meeting of the year rather than scheduling an agenda item for each change during the year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board takes no action, the meeting schedule mandated by County Code will remain unchanged. The Board may also alter the proposed schedule prior to taking an action.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **2024 BOS Meeting Schedule - Proposed**
2. **2024 Proposed Calendar**
3. **Legal Holidays for 2024**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

2024 Board of Supervisors Meeting Schedule (Proposed)

Anything in red is a new concept for the year; Board direction is needed

JANUARY:

January 2nd CANCELLED in January 2023
January 9th
January 16th *CANCEL - Possibility of no quorum.*
January 23rd *No Board meeting – Fourth Tuesday*
January 30th *No Board meeting - Fifth Tuesday*
Recommendation: Special Meeting – *Study Session on Utilities*
Town Hall – *Don Pedro (District 2 Supervisor and requested staff)*

FEBRUARY:

February 6th
February 13th *CANCEL – Two Supervisors, CAO, and COB – NACO Leg conference.*
February 20th
February 27th *No Board meeting – Fourth Tuesday*
Recommendation: Special Meeting – *Study Session on Development Services*
Town Hall – *Lush meadows (District 5 Supervisor and requested staff)*

MARCH:

March 5th
March 12th *Regular Meeting to be held in Lushmeadows*
March 19th
March 26th *No Board meeting – Fourth Tuesday*
Recommendation: Special Meeting – *Study Session on Disaster Preparedness/Response*
Town Hall – *Midpines (District 1 Supervisor and requested staff)*

APRIL:

April 2nd *Cancel for Spring Break*
April 9th
April 16th
April 23rd *No Board meeting – Fourth Tuesday*
Recommendation: Special Meeting – *Study Session on Requested Budget (either split morning and afternoon, or span 23rd and 24th)*
Town Hall – *Cathey's Valley (District 3 Supervisor and requested staff)*
April 30th *No Board meeting – Fifth Tuesday*

MAY:

May 7th *Regular Meeting to be held in Fish Camp (WIR begins following day)*
May 14th
May 21st
May 28th *No Board meeting – Fourth Tuesday*
Recommendation: Special Meeting – *Study Session on Economic Development*
Town Hall – *Mariposa (District 4 Supervisor and requested staff)*

JUNE:

June 4th
June 11th
June 18th
June 25th *No Board meeting – Fourth Tuesday*
Recommendation: Special Meeting – *Study Session on Code Enforcement*
Town Hall – *Hornitos (District 3 Supervisor and requested staff)*

JULY:

July 2nd
July 9th
July 16th
July 23rd *No Board meeting – Fourth Tuesday*
Recommendation: Special Meeting – *Study Session on Access to Healthcare*
Town Hall – *Greeley Hill (District 2 Supervisor and requested staff)*
July 30th *No Board meeting – Fifth Tuesday*

AUGUST:

August 6th
August 13th
August 20th
August 27th *No Board meeting – Fourth Tuesday*
Recommendation: Special Meeting – *Study Session on Recreation Projects and Opportunities*
Town Hall – *El Portal (District 1 Supervisor and requested staff)*

SEPTEMBER:

September 3rd
September 10th *Regular Meeting to be held in Greeley Hill*
September 17th
September 24th *No Board meeting – Fourth Tuesday*
Recommendation: Special Meeting – *Study Session on Rods*
Town Hall – *Lushmeadows (District 5 Supervisor and requested staff)*

OCTOBER:

October 1st
October 8th
October 15th
October 22nd *No Board meeting – Fourth Tuesday*
October 29th *No Board meeting – Fifth Tuesday*
Recommendation: Special Meeting – *Study Session on Organizational Study Results*
Town Hall – *Mariposa (District 4 Supervisor and requested staff)*

NOVEMBER:

November 5th
November 12th
November 13th *Annual Strategic Plan Retreat – Location TBD*

November 14th *Annual Strategic Plan Retreat – Location TBD*
November 19th *CANCEL - CSAC Annual Meeting*
November 26th *No Board meeting – Fourth Tuesday*

DECEMBER:

December 3rd
December 10th *Regular Meeting to be held in Hornitos*
December 17th
December 24th *No Board meeting – Fourth Tuesday*

JANUARY 2025:

January 7th - First meeting/Tuesday of the new year
(Tuesday prior to 1/7/25 is 12/31/24)

Board of Supervisors 2024

January

S	M	T	W	T	F	S
	1	X	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			

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	X	14	15	16	17
18	19	20	21	22	23	24
25	269	~~27~~	28	29		

March

S	M	T	W	T	F	S
					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

April

S	M	T	W	T	F	S
	1	X	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~~				

May

S	M	T	W	T	F	S
			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	

June

S	M	T	W	T	F	S
						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						

July

S	M	T	W	T	F	S
	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			

August

S	M	T	W	T	F	S
				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

September

S	M	T	W	T	F	S
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					

October

S	M	T	W	T	F	S
		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		

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	x	20	21	22	23
24	25	~~26~~	27	28	29	30

December

S	M	T	W	T	F	S
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~~				

Holiday

Meeting Date

4th and 5th Tuesdays

X Recommend Meeting Cancellation

Special Meeting: Study Session and Town Hall

Sept. 18 - 20: RCRC Annual Meeting (Sonoma County, CA)

April 17-19: CSAC Legislative Conf. (Sacramento, CA)

Nov. 18 -22: CSAC Annual Meeting (Los Angeles County, CA)

Annual Strategic Plan Retreat

Feb 10 - 13: NACo Leg. Conference (D.C.)

May 8 - 10: NACo West. Interstate Reg. Conf (Mariposa, CA)

July 12 - 15: NACo Annual Conference (Hillsborough County, Tampa, FL)

Regular Meeting at Different Location

Holidays:

Monday, Jan. 1st - New Years
Monday, Jan. 15th - Martin Luther King Day
Monday, Feb. 19th - Presidents' Day
Monday, May 27th - Memorial /Day
Wednesday, June 19th - Juneteenth
Thursday, July 4th - Independence Day
Monday, Sept. 2nd - Labor Day
Monday, Oct. 14th - Columbus Day
Monday, Nov. 11th - Veterans Day
Thursday/Friday, Nov. 28th & 29th - Thanksgiving
Wednesday, Dec. 25th - Christmas

Legal Holidays for 2024

The following are established as legal holidays in the County, pursuant to Government Code Sections 67000, 10953, and 19854:

	2024
New Year's Day	Monday, January 1st
Birthday of Martin Luther King, Jr.	Monday, January 15th
Presidents' Day	Monday, February 19th
Memorial Day	Monday, May 27th
Juneteenth	Wednesday, June 19th
Independence Day	Thursday, July 4th
Labor Day	Monday, September 2nd
Columbus Day	Monday, October 14th
Veterans Day	Monday, November 11th
Thanksgiving Day	Thursday & Friday, November 28th & 29th
Christmas Day	Wednesday, December 25th
New Year's Day, 2025	Wednesday, January 1st

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Health and Human Services Agency Director (Government Code Section 54954.5)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Health and Human Services Agency Director (Government Code Section 54954.5)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Health and Human Services Agency Director
(Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Building Director (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Planning Director (Government Code Section 54954.5)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Planning Director (Government Code Section 54954.5)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Planning Director (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM:

RE: CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None