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**

ACTION SUMMARY MINUTES

February 21, 2023

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Danette Toso	District III Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Rosemarie Smallcombe	District I 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

Danielle Bondshu/Clerk of the Board introduced Jeremy Herber/General Manager for Recology. Mr. Herber thanked the Board for having him and gave some background.

Leigh Westerlund/Assistant CAO introduced Will Fassett/Grant Administrative Analyst. Mr. Fassett thanked the Board and noted he was excited to work with everyone.

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

Public comment received from Roger Powell/Habitat for Humanity, He thanked the Board for their support of Habitat Awareness Week and placing it on the agenda.

Chair Menetrey announced CA.15 and CA.26 would be removed for a separate vote.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2023-77**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-78**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-79**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-80**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Administration RES-2023-81**

Approve the Omnibus Permanent Local Housing Allocation (PLHA) Loan Amendment; and Authorize the Board Chair to Sign the Amendment

CA6. **Administration/Community Development RES-2023-82**

Re-Open the Request for Proposals (RFP) to Conduct a Childcare Feasibility Study

CA7. **Agricultural Commissioner RES-2023-83**

Approve an Increase in Extra-Help Hours from 990 Hours to 1,300 Hours for Agricultural Field Assistant Extra Help Position Effective Immediately

CA8. **Auditor RES-2023-84**

Approve an Overfill of the Payroll Specialist Allocation in the Auditor Department, Effective February 1, 2023

CA9. **Board of Supervisors 2023-17**

Proclaim the Week of February 26 - March 5, 2023 as "Habitat Awareness Week"

CA10. **Board of Supervisors**

Approve the Minutes of Tuesday, January 17, 2023

CA11. **Board of Supervisors**

Approve the Minutes of Tuesday, January 24, 2023

CA12. **Clerk of the Board of Supervisors 2023-18**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in January of 2023

CA13. **Clerk of the Board of Supervisors 2023-19**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January of 2023

CA14. **Clerk of the Board of Supervisors 2023-20**

Receive the List of Software as a Service License Agreements Entered into by the CAO (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received and Processed in January and February of 2023.

15. Removed for Separate Vote

CA16. **County Counsel 2023-21**

Accept Resignation and Recognize Pete Judy and Josh Keheley for Their Service on the Mariposa County Safety Committee; and Appoint Ryan Oliphant as a Management Representative and William Atkinson as a Rank and File Representative to the Mariposa County Safety Committee for the Unexpired Term Ending September 28, 2023

CA17. **County Counsel RES-2023-85**

Approve Fourth Amendment to Lease Agreement with Carlos and Richard Ortiz for an Additional One Year and Six Months for Grazing Purposes in the Hornitos Area; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA18. **Health and Human Services RES-2023-86**

Approve an Operational Agreement with Kene Me-Wu Family Healing Center, Inc. for Domestic Violence Referrals; and Authorize the Health and Human Services Agency Director to Sign the Agreement

CA19. **HHS/Behavioral Health & Recovery Services RES-2023-87**

Approve Agreement with the Department of Health Care Services (DHCS) to Permit County of Mariposa to Participate in County-Based Medi-Cal Administrative Activities (CMAA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **HHS/Behavioral Health & Recovery Services RES-2023-88**

Approve Data Sharing Agreement with California Health and Wellness; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **HHS/Behavioral Health & Recovery Services RES-2023-89**

Approve First Amendment to Agreement with JDT Consultants, Inc., Increasing the Agreement Amount by $25,000 to a New Amount Not to Exceed $75,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA22. **HHS/Community Services 2023-22**

Re-Appoint Christine Kleiman-Moore to the Commission on Aging Representing the District 3 Position with a Term Expiring on January 2, 2027, Coinciding with the Current District 3 Supervisor's Term; and Re-Appoint Dayla Reagan-Buell to the Commission on Aging Representing an At-Large Position with a Term Expiring on February 21, 2027

CA23. **HHS/Social Services RES-2023-90**

Approve a Memorandum of Understanding (MOU) Between the Mariposa County Health and Human Services Agency and Mariposa County Probation to

Meet Requirements for Foster Care and Title IV-E Claims, WIC 241.1 Joint Assessment Protocols, Delinquency Court and Non-Minor Dependents (NMDs), and Other Federal and State Requirements Regarding Children and Youth in the Care of Either Department; and Authorize the Board of Supervisors Chair to Sign the MOU

CA24. **Planning 2023-23**

Re-Appoint Art Baggett as a Member Representing the Trail Advocate and Outdoor Recreation Enthusiast Category on the Merced River Trail Community Working Group for a Term Expiring February 28, 2026

CA25. **Planning 2023-24**

Re-Appoint Colleen Rhodes and Robert Fox to the Code Compliance Advisory Committee for Terms to Expire February 28, 2025; and Recognize the Service of Nancy Kemp to the Code Compliance Advisory Committee

26. Removed for Separate Vote

CA27. **Planning 2023-25**

Re-Appoint Charles Lammers, Gary Francisco, Adam Ferguson and Angela Heiss, to the Midpines Planning Advisory Committee for Terms to Expire February 28, 2025 (Supervisor Smallcombe)

CA28. **Public Works RES-2023-91**

Authorize the Public Works Director to Waive the Encroachment Permit Fee; and Approve a Street Closure of 9Th & 10Th Streets for the Annual Art, Wine & Wheels Event on May 27, 2023, on the Mariposa County Courthouse Lawn, and Waive the Requirement that the Applicant Pay for the County's Insurance Policy for Events at Which Alcohol is Served

CA29. **Public Works RES-2023-92**

Accept the Emergency Repair Work on Worman Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA30. **Public Works RES-2023-93**

Accept the Emergency Repair Work on Preston Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA31. **Public Works RES-2023-94**

Accept the Emergency Repair Work on Indian Peak Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA32. **Public Works RES-2023-95**

Accept the Emergency Repair Work on Hornitos Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA33. **Public Works RES-2023-96**

Accept the Emergency Repair Work on Jerseydale Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA34. **Public Works RES-2023-97**

Review Emergency Repair Work on West Westfall Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

CA35. **Public Works RES-2023-98**

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 Within the Public Works Roads Budget; and Authorize the Board of Supervisors Chair to Sign the Agreement and Task Order No. 1

CA36. **Public Works RES-2023-99**

Approve a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services; Approve Task Order No. 1 for the Probation Department Space Analysis and Conceptual Design Project in the Amount Not to Exceed $67,135; and Authorize the Board of Supervisors Chair to Sign the Agreement and Task Order No. 1

CA37. **Sheriff's Office RES-2023-100**

Approve Assumption of Risk and Release of Liability and Defense and Indemnification Agreement for Retired Sheriff's K9 Niko and His Current Handler

CA38. **Treasurer-Tax Collector-County Clerk RES-2023-101**

Approve the Purchase of an Additional Module with Megabyte Systems for TOT Processing ($25,000); Approve an Automatically Renewing License Agreement ($3,283.83 Annually); and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Board Recognitions

1. **Board of Supervisors RES-2023-76**

Resolution and Tile Plaque Recognizing Pete Judy, Upon His Retirement as Chief Probation Officer (Board Chair)

Chair Menetrey introduced the item. Public comment was received by Ryan Oliphant/Assistant Chief Probation Officer, Joe Lynch/Health and Human Services Agency Director, Elizabeth Darcy/Public Information Officer, Tara Schiff/Economic Development, Jeremy Briese/Sheriff, Steve Ward/Mariposa County Fire/Cal Fire Division Chief, Leigh Westerlund, Ben Goger, Luis Mercado/Auditor, and Dallin Kimble/County Administrative Officer all spoke highly of Chief Judy's integrity and dedication to this community. They all thanked him for his mentorship and wished

him well in retirement.

Supervisors Forsythe, Smallcombe, Toso, and Chair Menetrey thanked him for his service, wished him well in retirement and noted how missed he will be.

Chair Menetrey presented Chief Judy with the Resolution and Tile Plaque from the Board. He also presented him with a glass case full of all of Chief Judy's previous badges as a parting gift. Chief Judy thanked everyone for their kind words and Mr. Moffit/Former Chief Probation Officer for Mariposa County wished Chief Judy well in retirement.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe, Menetrey

Reception to Follow

10:03 AM Chair Menetrey recessed for a reception and reconvened at **10:20 PM.**

F. Departmental Presentation

Jacob Hawley/Mariposa Visitors Center gave an update noting they have seen 300 + more visitors for the year coming through the visitor's center. He noted it was an average of 35 people a day. He noted the escape room keeps people coming in and noted they were aware of a rockfall between Camp 4 and El Capitan which will cause traffic in the park.

Sheriff Briese gave a quick report from the OES office. He noted Wes Smith/OES Wes could not be here today as he was in a meeting with Federal Emergency Management Agency (FEMA). He noted this meeting was to discuss the federal declaration for assistance after the flooding event. Sheriff Briese also noted that a local business was recently burglarized in broad daylight; he warned individuals that if they victimize this community, he and his staff will come at you with everything he can.

Joe Lynch gave an update on the storm; He noted they had contacted all IHSS clients to ensure they are stable for the week. He noted if anyone needs assistance, to call 209-966-2000. He also noted he would have an item to update the Board on the encampment at the next meeting.

Dallin Kimble noted there was a new storm building, and the Roads team is building a plan. He also noted there was a new website called Mother Lode ADU which has information, and people can sign up for webinars.

G. Public Comment on Non-Agenda Items

Mike Bruso/Bear Valley noted he missed a couple of meetings, but he does listen online. He noted the last few years, there were many marches of follies, which for him is the most critical. He listened to the presentation from Barbara Hayes/RCRC, he noted she spoke of carrots and sticks and noted it is really a part of the march of folly, it relies on sticks. "If they do not get it through the carrots, they will go to sticks."

H. Regular Agenda Items

1. **HHS/Public Health RES-2023-102**

Approve Four New Additional Allocations; One Full-Time Senior Administrative Analyst; One Full-Time Administrative Analyst I/II; and Two 0.5 FTE Permanent Part-Time Program Specialist in the Health & Human Services Agency, Public Health Division Budget; Effective Immediately

Cindy Forga/Deputy Director of Public Health. This is through a grant; the grant funds were already approved and will cover these allocations. it highlights public health; these allocations are to support public health; these funds are ongoing and are part of the State budget. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Administration RES-2023-103**

Approve First Amendment to Agreement with BOP, a Joint Venture for Debris Removal for Oak Fire Survivors; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Reducing General Fund and Contingency to Balance the Fund ($5,092,591) 4/5ths Vote Required

Dallin Kimble introduced Leigh Westerlund and noted both items 2 and 3 are in regards to Oak Fire. Ms. Westerlund gave a narrative on the budget actions. She noted the budget was originally for 82.5% of debris removal cost. Mr. Kimble underlined that we did not get the complete waiver but we did get an adjustment for the items. No public comment.

Chair Menetery asked why it shows only $5 million, Ms. Westerlund noted the five million is the adjustment made on top of the previous budgeted amount.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

3. **Administration RES-2023-104**

Approve First Amendment to Agreement with TetraTech for Debris Removal for Oak Fire Survivors; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Reducing General Fund and Contingency to Balance the Fund ($5,900,000) 4/5ths Vote Required

Mr. Kimble noted Ms. Westerlund addressed this in the previous item and also noted a thanks to along list of individuals for their help on this.

Public comment was received by Jonathan Noel who asked the Board if they can put pressure on the contractors be held accountable for damage to roads even though a right of entry was signed. Mike Gunther/Resident asked a clarifying question regarding this contract, he asked if the County covers the cost. Mr. Kimble noted we cover the cost and are reimbursed, if we are not reimbursed it would come back to the Board to have a conversation about what to do.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

4. **Clerk of the Board of Supervisors** **RES-2023-105**

Amend the Selection the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) for Solid Waste First and Second Alternates as 2023 Agency Representatives

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

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

5. **Clerk of the Board of Supervisors** **(ID # 13829)**

Discussion and Direction on the Use of Teleconference Services

10:56 AM Danielle Bondshu/Clerk of the Board Stepped away to Give a presentation for the discussion of teleconference. Katherine Slenders/ Deputy Clerk of the Board II took over as Clerk. Mrs. Bondshu gave a staff report on all the ways public can comment throughout a board meeting. She requested direction from the Board of Supervisor on the continuance of the teleconference number for public comment or discontinue the service.

Public comment received by Jonathan Noel who noted how the use of teleconference commenting makes it easier for public in the Fish Camp, El Portal and Coulterville to be included in the Board Meetings. Board discussion ensued.

Supervisors Poe, Forsythe and Chair Menetrey were in favor of removing the teleconference line. Supervisors Smallcombe and Toso were in favor of keeping the teleconference line.

DIRECTION: The Board directed staff to remove the teleconference phone number for public comment from the agenda.

RESULT: **DIRECTION GIVEN**

Recess Board of Supervisors

11:36 AM Chair Menetrey recessed the Board of Supervisors meeting and the Clerk of the Board read the Government Code announcement.

I. COUNTY SERVICE AREA 1M (Don Pedro)

11:36 AM Board Chair Menetrey called the meeting to order.

Public Comment Period

Public comment received from Mike Gunther asked how often these CSA 1M meetings are held by the Board. He began to ask about I.3, and Chair Menetrey asked that he wait until that item comes before the board.

CSA 1M Regular Agenda

1. **Clerk of the Board of Supervisors CSA1M-2023-1**

Selection of the 2023 County Services Area 1M (Lake Don Pedro) Chair

Danielle Bondshu introduced the item. No public comment.

ACTION: Shannon Poe was selected as the 2023 CSA 1M Chair.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Clerk of the Board of Supervisors CSA1M-2023-2**

Selection of the 2023 County Services Area 1M (Lake Don Pedro) Vice-Chair

Danielle Bondshu introduced the item. No public comment.

ACTION: Wayne Forsythe was selected to remain the 2023 CSA 1M Vice-Chair.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

3. **Public Works CSA1M-2023-3**

Adopt a Resolution to Accept a Small Community Drought Relief Program Grant for the Coulterville Drought Relief Project in the Amount of $2,279,990; Approve a Budget Action Recognizing Unanticipated Revenue in Fund 5578; and Authorize the Public Works Director to Prepare and Sign All Necessary Documents with the DWR (Subject to Approval as to Legal Form by County Counsel) 4/5th Vote Required

Chair Poe read the item and opened public comment.

Public comment was received by Mike Gunther/Don Pedro resident, who asked a question regarding the math on packet page 771. Mike Bruso noted that in another life, he dealt with water districts, and he suggested a committee within the district communities to meet and discuss this.

Shannon Hansen/Public Works Director, noted that she will look at the figures that Mr. Gunther is referencing. She noted this item is an exciting grant opportunity, and Coulterville will receive a 205,000-gallon tank and a new well. In response to Chair Poe, Ms. Hansen noted this won't solve the issues in Coulterville but it starts.

Supervisor Smallcombe inquired about the term ending in September of 2024 and asked if that was enough time. Ms. Hansen noted they would make it work.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Adjourn CSA 1M

11:55 AM Chair Poe adjourned the meeting of CSA 1M.

Reconvene as Board of Supervisors

11:55 AM Chair Menetrey reconvened the Board of Supervisors Meeting.

J. Items removed from Consent Agenda

1. **Clerk of the Board of Supervisors RES-2023-106**

Cancel Board of Supervisors Meetings that Fall on 4Th Tuesdays

Board discussion regarding why the meetings were being cancelled. Danielle Bondshu/Clerk of the Board, noted that this direction was given to staff at the previous meeting.

RESULT:	**ADOPTED [3 TO 2]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Danette Toso, Rosemarie Smallcombe, Wayne Forsythe
NAYS:	Shannon Poe, Miles Menetrey

2. **Planning 2023-26**

Re-Appoint Tony Toso as a Voting Member Representing the Cattle Industry and Re-Appoint John Shimer as an at Large Voting Member for the Agricultural Advisory Committee for Terms to Expire February 28, 2025

Supervisor Toso recused herself.

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe, Miles Menetrey
RECUSED:	Danette Toso

K. Board Information

None.

L. Adjournment

12:06 PM adjourned in memory of Delbert Eugene Kenney, Gerald Lee Fuller, Teresa Anderson, Mary Kay Jay, Janette Parrish, James Michael Bergman, Jesse Bloom, Harold Lewis Wildt, Elizabeth Kollman, Elaine Fluharty, Larry Lawrence Arnold, James (Jim) Lewellen, Darla Ray Ballard, Janet Marx, Franklin Roosevelt Thompson, Bill Don Hilton, Jim E. Tripp, and Elsie May Burgess.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-77

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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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.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-78

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

The County Health Officer declared a local health emergency under California Health and Safety Code Section 101080 on July 22nd, 2022.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local health.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:
Not Applicable.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13777

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-79

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring a local emergency.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13780

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-80

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the 22/23 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not continue the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13784

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-81

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Omnibus PLHA Loan Amendment

RECOMMENDATION AND JUSTIFICATION:
Approve the Omnibus Permanent Local Housing Allocation (PLHA) Loan Amendment; and Authorize the Board Chair to Sign the Amendment.

Mariposa County has a number of state grant revenue sources that have been secured to support the construction of the Creekside Terrace Multi-Family housing community. These funds are lent to Creekside Terrace L.P. in the form of below-market rate loans and memorialized with a loan agreement, promissory note and Deed of Trust.

One of these funding sources is the Permanent Local Housing Allocation (PLHA). A five year funding source with yearly award amounts that vary year to year. This variation is due to the fact that the PLHA grant program is funded by annual SB2 recording fees and reallocated to State jurisdictions. We don't know exactly what our local award will be until we have been notified of our allocation by the State.

The attached omnibus agreement recognizes our 2021 annual increase in PLHA funds and amends the existing PLHA loan documents.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES 2020-484 August 8th 2020 Authorizing the application for PLHA grant funds

RES 2021-175 Approve the issuance of three below market rate loans to Self Help Enterprises for the 42-unit Creekside Terrace Project

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County could explore other alternatives for moving the obligated funds into the Creekside Terrace project. One option would be to grant the funds to Self Help Enterprises. A portion of the grant funds would be returned to the state in the form of income taxes and the project would have less capital to use for construction and rent subsidies. The recommendation in the resolution is preferred by all parties.

FINANCIAL IMPACT:
Recognize increase in grant revenue to $561,557, and loan revenues to the Creekside Terrace project. No imediate impact, County will recieve or resydicate

the loan amount at the end of the loan term. There will be no impact to the general fund.

ATTACHMENTS:
Creekside PLHA Omnibus Amendment (v2) RL (510833) (1) (PDF)
Budget Action - PLHA Funds Increase(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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Honorable Miles Menetrey, Chair
Board of Supervisors, County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

Space above this line for Recorder's use.

OMNIBUS PLHA LOAN AMENDMENT
(Creekside Terrace)

This Omnibus PLHA Loan Amendment (this "Amendment") is entered into effective as of _____ ___, 2023 ("Effective Date") by and between the **COUNTY OF MARIPOSA** ("Lender") and **CREEKSIDE TERRACE, L.P.**, a California limited partnership ("Borrower"). Lender and Borrower are collectively referred to herein as the "Parties."

RECITALS

A. The Parties entered into that certain Loan Agreement for State of California Permanent Local Housing Allocation Program ("PLHA") loan funds dated April 6, 2021 (the "Loan Agreement").

B. The Loan Agreement is evidenced by a Promissory Note in the original principal amount of $256,000 dated April 6, 2021 (the "Promissory Note").

C. The Promissory Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing recorded against certain real property located at 5118 Fournier Road, Mariposa, California and more particularly described at Exhibit A attached hereto, dated April 20, 2021 and recorded in the land records of the County of Mariposa as document number 20211907 (the "Deed of Trust," and together with the Loan Agreement and the Promissory note, the "Loan Documents").

D. Borrower has received an additional award of PLHA loan funds which will increase the loan amount to $561,557, and the parties hereby wish to amend the Loan Documents to evidence the same.

NOW THEREFORE,

In consideration of the foregoing Recitals and for the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Omnibus Amendment to Loan Documents. References to the original principal amount of Two Hundred Fifty Six Thousand and 00/100 Dollars ($256,000) under the Loan Documents are hereby deleted and replaced with the amount of Five Hundred Sixty One Thousand Five Hundred Fifty Seven and 00/100 Dollars ($561,557).

Attachment: Creekside PLHA Omnibus Amendment (v2) RL (510833) (1) (RES-2023-81 : Omnibus PLHA Loan Amendment)

2. Amendments to the Deed of Trust, Section 10.12 (Subordination). Section 10.12 (Subordination) of the Deed of Trust is hereby deleted and replaced with the following:

10.12 Subordination. Trustor and Beneficiary agree that the lien of this Deed of Trust is junior and subordinate to the following liens and encumbrances recorded in the Official Records of Mariposa County:

(i) a deed of trust executed by Trustor in favor of Bellwether Enterprise to evidence and secure a loan in the approximate amount of $3,076,640 recording concurrently herewith;

(ii) That certain County Infill Infrastructure Grant Program Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture filing dated April 20, 2021 executed by Trustor in favor of the County of Mariposa, and recorded in the real estate records of Mariposa County as Document number 20211905; and

(iii) That certain Whole Person Care Program Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture filing dated April 20, 2021 executed by Trustor in favor of the County of Mariposa, and recorded in the real estate records of Mariposa County as Document number 20211906, as amended by that certain Omnibus WPC Loan Amendment recording concurrently herewith.

3. Amendments to the Deed of Trust, Section 10.13 (Superiority). A new Section 10.13 (Superiority) is hereby added to the Deed of Trust as follows:

10.13 Superiority. Trustor and Beneficiary agree that the lien of this Deed of Trust is senior and superior to the following liens and encumbrances recording concurrently herewith in the Official Records of Mariposa County:

(i) That Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated April 26, 2022, executed by Trustor in favor the County of Mariposa, and recorded in the real estate records of Mariposa County as document number 20223758;

(ii) That Deed of Trust With Assignment of Rents dated April 20, 2021, executed by Trustor in favor of Self-Help Enterprises, a California nonprofit public benefit corporation, and recorded in the real estate records of Mariposa County as Document number 20211908, as amended by that certain Omnibus Sponsor Loan Amendment recording concurrently herewith; and

(iii) That Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated April 20, 2021, executed by Trustor in favor of Self-Help Enterprises, a California nonprofit public benefit corporation, and recorded in the real estate records of Mariposa

Attachment: Creekside PLHA Omnibus Amendment (v2) RL (510833) (1) (RES-2023-81 : Omnibus PLHA Loan Amendment)

County as Document number 20211909.

4. No Other Modification. Except as amended by this Amendment, the Loan Documents shall continue unmodified and in full force and effect.

5. Counterparts. This Amendment may be executed in several counterparts each of which will constitute an original document, and all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterparts.

[Signature Page(s) Follow]

Attachment: Creekside PLHA Omnibus Amendment (v2) RL (510833) (1) (RES-2023-81 : Omnibus PLHA Loan Amendment)

IN WITNESS WHEREOF, the Parties have entered into this Amendment effective as of the date first written above.

LENDER:

COUNTY OF MARIPOSA,
A political sub-division of the State of California

By: _____
Miles Menetrey, Chair

Approved as to form:

By: _____
Name: _____
Its: County Counsel

BORROWER:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

[Notary Clauses Follow]

Attachment: Creekside PLHA Omnibus Amendment (v2) RL (510833) (1) (RES-2023-81 : Omnibus PLHA Loan Amendment)

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 _____ before me, _____, Notary Public, personally appeared, **MILES MENETREY**, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which she 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.

_____
Name: _____
Notary Public

Attachment: Creekside PLHA Omnibus Amendment (v2) RL (510833) (1) (RES-2023-81 : Omnibus PLHA Loan Amendment)

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared, **THOMAS J. COLLISHAW**, who proved to me 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 entity upon behalf of which he 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.

_____
Name: _____
Notary Public

Attachment: Creekside PLHA Omnibus Amendment (v2) RL (510833) (1) (RES-2023-81 : Omnibus PLHA Loan Amendment)

Exhibit A
Description of the Property

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:

N. 38° 30' 40" E. a distance of 71.09 feet;

N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;

Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet to the point of tangency;

Thence N. 83° 02' 08" W. a distance of 52.77 feet;

Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;

Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);

Thence along the boundary of said Fournier Garden the following 4 courses:

S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;

Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10 W. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;

Thence S. 76° 00' 57" E. a distance of 309.71 feet (S. 76° 31 S. distance of 309.53 feet per Deed 1 to Corner No. 5 of Deed 1;

Thence N. 16° 02' 28" E. a distance of 169.23 feet (N. 16° 04' E. per Deed 1) to the Point of Beginning.

The Land is shown and described in that certain Certificate of Compliance for Lot Line Adjustment No. 2020-166, approved by the County of Mariposa, recorded March 19, 2021, as Instrument No. 20211362 of Official Records.

Together with a 60.00 foot wide non-exclusive easement for pedestrian and vehicular ingress, egress and access, and Public Road and Public Utilities as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Jenifer Z. Canter ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211730, Mariposa County Official Records.

Also Together with a non-exclusive easement for pedestrian and vehicular ingress, egress and access and Public Road and Public Utilities with a maximum width of 36.00 feet as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Brian D. Shoor and Jennifer Shoor ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211731, Mariposa County Official Records.

Attachment: Creekside PLHA Omnibus Amendment (v2) RL (510833) (1) (RES-2023-81 : Omnibus PLHA Loan Amendment)

Also Together with a non-exclusive road easement and a non-exclusive access easement as described in Parcel Map recorded in Book 12 of Parcel Maps at Page 19.

Attachment: Creekside PLHA Omnibus Amendment (v2) RL (510833) (1) (RES-2023-81 : Omnibus PLHA Loan Amendment)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3330	111	45061	Housing Development-State	Creekside	(561,557)	
3330	111	60302	Design, Architectural, Engineering		561,557	
				TOTALS	0	0

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

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

Attachment: Budget Action - PLHA Funds Increase (RES-2023-81 : Omnibus PLHA Loan Amendment)

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2023-82

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Re-Open the Request for Proposal to Conduct a Childcare Feasibility Study

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RECOMMENDATION AND JUSTIFICATION:

Re-open the Request for Proposals (RFP) to Conduct a Childcare Feasibility Study.

Like many other communities, Mariposa County has experienced a shortage of childcare options that constrains some workers from participation in the workforce. This item, with the support of a United States Department of Agriculture (USDA) grant, would approve the scope of work for a study intended to help our community find solutions to our local childcare shortage.

As written, the childcare feasibility study will inventory current childcare facilities, project future demand, and evaluate possible opportunities to increase the quantity of childcare services in Mariposa County. Study results will be used to better understand local needs, enhance existing childcare services, identify growth opportunities, and outline a feasible plan or roadmap to implement recommendations.

This study is an action step in the County's 2019 Community Needs Assessment. As mentioned in the Assessment, "High-quality, affordable, consistent, conveniently-located childcare" was identified among the greatest unmet childcare needs.

An approved RFP was advertised on the County's website, as well as through the California Association of Local Economic Developers (CALED), and, unfortunately, the County did not receive any proposals. Since the time that the RFP closed, staff has identified consultants who are willing, able and eligible to complete the work.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In September 2021, USDA awarded a $40,000 grant to Mariposa County for a childcare feasibility study.

On December 6, 2022, the Board approved the Request for Proposal (RFP). Staff distributed the RFP with no responses before the deadline. One potential vendor indicated interest after the RFP closed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the RFP. The County will not conduct the childcare feasibility study at this time.

Amend the RFP or direct staff to amend the RFP. The amended RFP will be used to find a qualified contractor and complete the study.

FINANCIAL IMPACT:
The project will be funded by a $75,000 CDBG grant that was awarded in September 2022.

ATTACHMENTS:
Childcare Feasibility Study Request for Proposal (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

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP)

FOR PROFESSIONAL SERVICES TO PROVIDE A FEASIBILITY STUDY FOR MARIPOSA COUNTY

Release Date: February 21, 2023

Deadline for Digital Submission: 5 P.M. Monday, March 31, 2023

Contact person:

Tara G. Schiff, Economic Development Specialist

(209) 742-1214

tschiff@mariposacounty.org

Attachment: Childcare Feasibility Study Request for Proposal (RES-2023-82 : Re-Open the Request for Proposal to Conduct a Childcare

Mariposa County Childcare Feasibility Study

RELEASE DATE: Tuesday, February 21, 2023

CLOSING DATE: Monday, March 31, 2023 at 5 PM PST
Late proposals will not be accepted

CONTACT PERSON:

Tara G. Schiff
Economic Development Specialist
Phone: (209)742-1214
Fax: (209)966-5147
tschiff@mariposacounty.org

County of Mariposa
P.O. Box 784
Mariposa, CA 95338

Hours: Monday–Friday 8:00AM– 5:00PM

Attachment: Childcare Feasibility Study Request for Proposal (RES-2023-82 : Re-Open the Request for Proposal to Conduct a Childcare

Purpose

The purpose of this project is to access the sustainability of additional childcare providers in Mariposa County, and to evaluate/identify the type of childcare businesses, including, but not limited to, in-home providers, local or State-run facilities, independent businesses or corporate (chain) childcare programs, such as Bright Horizons, Kids Kare and more, that could successfully operate in the community. In addition, this project will address the 2019 Needs Assessment that revealed childcare as a priority need in Mariposa County.

Mariposa County conducted a Needs Assessment Survey in 2019. According to the survey, Mariposa County has experienced a shortage of childcare options for several years. Seventeen percent (17%) of Mariposa County residents are under eighteen (18) years of age. Of these, as many as two thousand children under the age of twelve (12) need care from someone other than their parent(s) or guardian(s) for at least a portion of the day. With the onset of the novel coronavirus pandemic, childcare options have further decreased, leaving a presumptive shortage in child care options throughout the County. In fact, Covid-19 created a childcare crisis throughout the United States. It's important to re-evaluate the childcare situation in Mariposa County post pandemic.

Pre-pandemic, Mariposa County has approximately 406 childcare slots available across the County. Of those, 53 slots are with preschool programs that only offer half-day programs on days when public schools are in session. Another 40 childcare slots are located either inside Yosemite National Park or just outside the boundary and serve employees of the National Park Service or related contractors. The remaining 313 childcare slots are provided by family home childcare providers with varying levels of experience and space to provide services.

The lack of options has a long-term effect on employment. Single-parent families or families with multiple wage earners depend on childcare to go to work. Much of the workforce in Mariposa County have multiple jobs or work in industries, such as hospitality or law enforcement, that require weekend and overnight childcare options, which can be a challenge for providers and even friends and family. The challenge is made more difficult in the context of a 14.9% poverty rate that indicates many workers' limited ability to pay for services.

Mariposa County received a Community Development Block Grant (CDBG) to administer a countywide childcare feasibility study. The need for a childcare feasibility study is indicated in the County's 2019 Needs Assessment, childcare chapter.

The County

Founded in 1850, the County of Mariposa, located in the Sierra Nevada foothills, is rich in gold rush and agricultural history. Home to Yosemite National Park (YNP), tourism is the primary economic driver, in an otherwise small, rural economy. Mariposa County has no incorporated cities, leaving the county board of supervisors to direct the affairs of the entire jurisdiction.

According to the 2020 U.S. Census, Mariposa County has a population of approximately 17,682 within an area of 1,463 square miles (3,789 km²). Government and tourism industries are the largest employers in the county, followed by education and health services. Much of the land is used for agriculture. The

Attachment: Childcare Feasibility Study Request for Proposal (RES-2023-82 : Re-Open the Request for Proposal to Conduct a Childcare

majority of the citizens are on independent well and septic systems with a few special districts within the County that provide water and/or wastewater.

The economy is comprised of primarily small businesses, with 71.39% of the businesses identified as micro enterprises, with 4 employees or less. With a large number of employees also being sole proprietors, e.g. self employed, childcare is even more of a challenge and demand. Almost 50% (47.39%) of the workforce are employed by the service industry. Since the service industry requires unorthodox work schedules, such as late nights and early mornings, non-traditional childcare hours are also desired.

25.27% of households earn less than $30,000/year, while 19.75% of households earn more than $100,000, so there is a variety of incomes in the County making childcare difficult for some to afford and easier for others.

Project Background

A needs assessment survey conducted in the Fall of 2019 by First 5 Mariposa, in conjunction with the Mariposa County Health and Human Services Department, found a critical need for quality childcare services available outside of regular school and work hours. Although telework has become more common since the conclusion of that assessment, with the onset of the pandemic, many teleworkers have a limited ability to observe primarily older children, but have not been able to meet the increasing need caused by temporary school closures or quarantines and the implementation of distance learning.

Respondents to the survey who have primary care of a child(ren) were asked to indicate on a 4-point scale whether people you know in your community have unmet needs in any of the following areas. Topping the list was a four-way tie: high-quality childcare, affordable childcare, consistent, routine childcare, and childcare that is conveniently located all tied for the top unmet need identified by respondents. HIGH-QUALITY, AFFORDABLE, CONSISTENT, CONVENIENT CHILDCARE WERE IDENTIFIED AS GREATEST UNMET CHILDCARE NEEDS. The results of the survey are as follows:

1. Affordable childcare High-quality childcare
2. Childcare that is conveniently located Consistent, routine childcare
3. Access to summer recreational options (e.g., summer camp, recreation center, etc.)
4. Childcare during non-traditional work hours (e,g, nights, early morning shifts, and/or weekends)
5. Emergency or Drop-In childcare
6. Children's mental health services
7. Youth college/career preparation
8. Tutoring for youth ages 6-17
9. Youth academic or career counseling (i.e. military, vocational training
10. Parenting classes or parenting coaching Mentoring of youth ages 6-17
11. Access to meals in summer for students who usually receive meals at school
12. Home visiting programs for parents with infants or children

To help fund the feasibility study, the Mariposa County Board of Supervisors approved a CDBG grant application in Spring 2021, with the grant being recently awarded. The results of the 2019 Needs Assessment Survey, a current national and local childcare crisis perpetuated by the Covid-19 pandemic, available funding, and the need to understand how the pandemic has changed our childcare needs make this an ideal time to move forward with the childcare feasibility study.

Attachment: Childcare Feasibility Study Request for Proposal (RES-2023-82 : Re-Open the Request for Proposal to Conduct a Childcare

Scope of Work

Project Goals

The study is expected to provide an overview and analysis of Mariposa County's childcare market and an evaluation of what needs still exist and what childcare businesses could be successful in the County. In addition, a complete inventory of current childcare businesses, as well as a report that indicates unlicensed daycare providers, is desired as well.

The Scope of Work will include:

Project Tasks

- Inventory of Current Childcare/Daycare Facilities - Retrieve from ICES – To determine how many childcare facilities are currently operating in the County.
- Demographic Profile of Working Parents/Legal Guardians – To clearly identify the childcare demand in Mariposa County.
- Psychographics of Working Parents/Legal Guardians
- Childcare Demand Projections deducted by evaluating the before-mentioned tasks.
- Potential Childcare Opportunities
    - Corporate
    - In-home
    - On-site
    - Private LLC
    - State/Local government-run
    - Other
- Identify the current Incentives for Childcare/Daycare Providers and suggest additional possible incentives.
- Identify and report the current State Requirements for Childcare/Daycare Providers
- A review of potential funding sources

Deliverables

- A report summarizing the County's ability to support additional childcare/daycare providers.
- A full inventory of local, licensed childcare/daycare providers.
- A roadmap for recruiting and attracting new childcare/daycare providers.
- Capital outlay plan for childcare provider to start a business in Mariposa

Proposal Format

The following minimum information must be submitted. The County is seeking RFP responses in the following format:

Company Overview

Contain a brief description of the company's organizational structure, location of principal office, number of years in business, number of employees and an explanation of past projects relevant to all phases of the project described in this RFP. Experience in rural areas is particularly interesting.

Attachment: Childcare Feasibility Study Request for Proposal (RES-2023-82 : Re-Open the Request for Proposal to Conduct a Childcare

Provide a minimum of three references for similar projects. References should be able to verify your firm's performance and ability to provide services for the quoted price.

If a joint venture, please overview all firms involved in the project.

Project Approach

Based on the scope of services described above, outline the development process (project stages, milestones, and deliverables) your firm will execute for this project, if selected. The proposal should also include a description of how existing county data will be used and a timeline for completing the project.

Detailed Methodology

Provide a detailed explanation on how your firm would conduct data gathering, surveys, interviews, types of databases accessed and implemented and how a data summation of this information is used to provide the resulting final report. Inclusion of details about past experiences using the identified methodologies and the results of those efforts is encouraged.

Project Team

List all proposed team members and their qualifications (including resumes) and roles in completing the scope of work. If the proposal includes more than one firm/entity, please identify the responsibilities of each firm or entity involved.

Specifically identify the principal or project manager in the firm who will have direct and continued responsibility for the services provided to the County. This person will be the County's first point of contact on all matters dealing with services offered and will handle day-to-day activities through to completion.

Specifically identify the individual responsible for leading public engagement, if different from the project manager.

Project Pricing

Provide an itemized budget for completing the scope of work that includes the proposed number of hours for each activity and an hourly rate for each team member. Provide sufficient detail that costs can be clearly identified, including those related to travel, production, and so on.

Evaluation Criteria

A review panel composed of County staff and officials will rate the initial proposals based upon standardized selection criteria, including the following:

- Understanding of the project as identified by the County;
- Basic understanding of the County of Mariposa and its opportunities and challenges;
- Understanding of and relevant experience providing the services required, especially for smaller counties in rural California;
- Experience and qualification of staff assigned to the project;
- Experience of the project manager;
- References and relevant work performed for those references;
- Accessibility of key personnel to County staff;
- Budget and fee structure;

Attachment: Childcare Feasibility Study Request for Proposal (RES-2023-82 : Re-Open the Request for Proposal to Conduct a Childcare

- Willingness and ability to meet deadlines; and
- Ability to comply with insurance requirements.

It is anticipated that the most excellent proposals will be invited to interview prior to selection.

Key Action Dates/Timeline

•	RFP released	February 21, 2023
•	Proposal Deadline	March 31, 2023
•	RFP interviews	April 10, 2023
•	Contract negotiation	April 21, 2023
•	Begin work	April 24, 2023
•	All work completed	not later than December 31, 2023

General Terms & Conditions

Limitation: The Request for Proposals (RFP) does not commit the County of Mariposa (County) to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Award: The firm/entity selected may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. The County reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

Insurance: The consultant shall maintain in full force and affect the insurance as outlined in Attachment B. The County reserves the right to waive or modify such insurance coverage. However, consultants meeting the insurance requirements will receive greater consideration during the selection procedure. All insurance shall be evidenced by a Certificate of Insurance and endorsement, acceptable to the Risk Manager, prior to execution of a contract. The consultant shall state their ability to meet the County's insurance requirements within their submittal.

Signature: The consultant's RFP response shall provide the following information: name, title, address and telephone number of individuals with authority to bind the service provider and also who may be contacted during the period of proposal evaluation. The consultant's RFP response shall be signed by an official authorized to bind the consultant, signifying complete understanding of and ability to comply with all requirements of the RFP, including those related to insurance as identified above.

Submission Instructions

Email digital proposal to: **tschiff@mariposacounty.org**, or mail to P.O. Box 784, Mariposa, CA 95338, no later than 5 PM PST, Monday, March 13, 2023 to the County of Mariposa, attention: **Tara G. Schiff**, *Community Development/Grant Coordinator*.

Questions may be directed to Tara G. Schiff, Community Development/Grant Coordinator, by telephone **(209)742-1214** or email at **tschiff@mariposacounty.org**

Late proposals will not be accepted.

Attachment: Childcare Feasibility Study Request for Proposal (RES-2023-82 : Re-Open the Request for Proposal to Conduct a Childcare

Standard Insurance Requirements

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 $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.

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

Attachment: Childcare Feasibility Study Request for Proposal (RES-2023-82 : Re-Open the Request for Proposal to Conduct a Childcare

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.

(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.

Attachment: Childcare Feasibility Study Request for Proposal (RES-2023-82 : Re-Open the Request for Proposal to Conduct a Childcare

(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.

Attachment: Childcare Feasibility Study Request for Proposal (RES-2023-82 : Re-Open the Request for Proposal to Conduct a Childcare

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2023-83

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Increase Agricultural Field Assistant Extra Help Hours from 990 to 1300

RECOMMENDATION AND JUSTIFICATION:
Approve an Increase in Extra-Help Hours from 990 Hours to 1,300 Hours for Agricultural Field Assistant Extra Help Position Effective Immediately.

The additional hours for this position will be instrumental in spearheading the noxious weed program and assist licensed staff with activities that do not require state licensing. The current extra help agricultural field assistant has verbally stated they would be willing to come in and help the Department of Agriculture & Weights and Measures with these tasks.

Extra-Help positions can work up to 860 hours. The human resources director can approve additional hours up to 999 hours because of need. Any additional time above 999 hours requires Board approval. The current extra help agricultural field assistant has been approved to work 990 hours, all of which have been used with regular pest detection bug trapping duties. Due to recent changes in fulltime staffing, the increase in extra help agricultural field assistant position hours to 1,300 hours has become necessary.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the increase of extra-help hours for other county positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving the increase of the extra help hours for the Agricultural Field Assistant would increase workload for remaining staff in the department to complete job duties with the possibility of not fulfilling California Department of Food and Agriculture (CDFA) agreements.

FINANCIAL IMPACT:
There will be no impact to the General Fund. The Agricultural Commissioner budget has sufficient funding to accommodate the increase in Extra-Help hours.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2023-84

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Approve Overfill of Payroll Specialist Allocation in Auditor Department

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RECOMMENDATION AND JUSTIFICATION:
Approve an Overfill of the Payroll Specialist Allocation in the Auditor Department, Effective February 1, 2023 and ending July 1, 2023.

The County currently has one payroll specialist in the auditor's office. The current payroll specialist has relocated and is no longer able to physically work in the Auditor's Office. She has graciously offered to stay on in a part-time capacity until her replacement can be found.

Prior to beginning a recruitment, the auditor has requested an evaluation of the position classification. Human Resources has determined that an evaluation of the payroll specialist position is warranted and has begun that work.

Since the workload of the payroll specialist cannot all be completed by a part-time employee, and this position is critical to the ongoing operation of the County, staff is requesting an overfill to supplement the efforts of existing employees and facilitate a seamless transition once a recruitment has been completed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Per current policy, the Board of Supervisors must approve changes in position allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the allocation. Auditor Department will experience difficulty in properly processing payroll for employees in a timely manner.

FINANCIAL IMPACT:
Funds will be added to the Auditor department salaries and benefits to cover these changes during midyear adjustments

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13670

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Habitat Awareness Month Proclamation

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Week of February 26 - March 5, 2023 as "Habitat Awareness Week.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved this and similar Proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board would miss the opportunity to highlight an important issue.

ATTACHMENTS:
Habitat Awareness Week (DOCX)
List of Participating Restaurants (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

THE MARIPOSA COUNTY BOARD OF SUPERVISORS PROCLAIMS THE WEEK OF February 26th thru March 5th, 2023 AS "HABITAT AWARENESS WEEK"

WHEREAS, Habitat for Humanity is a nonprofit, ecumenical housing ministry, founded in 1976 that seeks to eliminate poverty and homelessness from the world, and to make decent shelter a matter of conscience and action; and

WHEREAS, since 1976, Habitat for Humanity affiliates have helped more than 22 million people worldwide build or improve the place they call home; and

WHEREAS the Mariposa Habitat affiliate has built five homes in the area; and

WHEREAS, the Mariposa Habitat for Humanity has activities scheduled throughout the week of February 26th thru March 5th; and

WHEREAS it is fitting to set aside time to recognize the efforts of Habitat for Humanity volunteers in Mariposa and across the world, as well as the sweat equity contributed by families.

NOW, THEREFORE, BE IT RESOLVED that the Mariposa County Board of Supervisors, a political subdivision of the State of California, hereby proclaims the week of February 26th thru March 5th, 2023, as **"HABITAT AWARENESS WEEK."**

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 21st day of February 2023 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

Attachment: Habitat Awareness Week (2023-17 : Habitat Awareness Month Proclamation)

HABITAT FOR HMANITY OF MARIPOSA COUNTY

DINING-OUT EVENT

FEBRUARY 26TH THRU MARCH 5 TH, 2023

Sunday, Feb. 26:	Steve's Sportsmans Café (All day) The Grove House (12pm to 9pm)
Monday, Feb. 27:	June Bug Café (Dinner) Miner's Roadhouse 140 (All Food & Beverages, except Alcohol)
Tuesday, Feb. 28:	Castillos Mexican Restaurant (Lunch & Dinner) Fredrick's of Savourys (Dinner)
Wednesday, Mar. 1:	1850 Restaurant & Brewery (Lunch & Dinner)
Thursday, Mar.2:	High Country Health Foods & Café (8am to 7pm) Jantz Bakery
Friday, Mar.3:	Charles Street (Dinner) High Country Health Foods & Café (8am to 7pm)
Saturday, Mar.4:	Castillos Mexican Restaurant (Lunch & Dinner) Sticks Coffee (7am to 2pm)
Sunday, Mar.5:	Steve's Sportsmans Café (All day) The Ramen Shop (Lunch & Dinner)

All establishments will be donating 10% of their proceeds during times noted to Habitat to celebrate Habitat for Humanity Awareness Week. Steve's Sportsmans Café will be donating 20%.

Attachment: List of Participating Restaurants (2023-17 : Habitat Awareness Month Proclamation)

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**

ACTION SUMMARY MINUTES

January 17, 2023

A. Call to Order and Roll Call

Chair Smallcombe opened the meeting and continued it to 10:00 AM due to weather.

B. 10:00 AM Reconvened

Chair Smallcombe called the meeting to order.

Attendee Name	Title	Status	Arrived
Danette Toso	Supervisor	Present	10:00 AM
Shannon Poe	Supervisor	Present	10:00 AM
Rosemarie Smallcombe	District I Supervisor	Present	10:00 AM
Wayne Forsythe	District IV Supervisor	Present	10:00 AM
Miles Menetrey	District V Supervisor	Present	10:00 AM

C. Pledge of Allegiance

Vince Cole/Commander of the Mariposa American Legion Post 567 led the pledge. The National Anthem was observed following the pledge.

D. Introductions

Chair Smallcombe introduced the Honorable Superior Court Judge Anita Starchman-Bryant.

E. Swearing in of New Officials

Honorable Judge Starchman-Bryant swore in newly elected Danette Toso/District 3 County Supervisor, Shannon Poe/District 2 County Supervisor Courtney Progner-Morrow/Treasurer/Tax Collector/County Clerk and Jeff Aranguena/Superintendent of Schools. She also swore in re-elected Rosemarie Smallcombe/District 1 County

Minutes Acceptance: Minutes of Jan 17, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Supervisor, Luis Mercado/Auditor, Vincent Kehoe/Assessor/Recorder, and Walter Wall/District Attorney.

F. Refreshment Break

10:07 PM Chair Smallcombe recessed for refreshment break.

G. Selection of Chair and Vice-Chair

10:26 PM Chair Smallcombe reconvened the Board meeting.

1. **Clerk of the Board of Supervisors** **RES-2023-2**

Selection of the Board of Supervisors Chair for 2023

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

ACTION: Miles Menetrey was selected at the 2023 Board Chair.

2022 Chair Smallcombe passed the gavel to the 2023 Chair Menetrey.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Clerk of the Board of Supervisors** **RES-2023-3**

Selection of the Board of Supervisors Vice-Chair for 2023

Chair Menetrey gave a few announcements on how he would like to proceed moving forward as Chair. No public comment.

ACTION: Wayne Forsythe was selected at the 2023 Vice-Chair.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

H. Gavel Presentation

1. **Clerk of the Board of Supervisors** **2023-1**

Presentation of the Gavel Plaque to Supervisor Smallcombe for Serving as the 2022 Board of Supervisors Chair (Board Chair)

No public comment. Chair Menetrey presented Supervisor Smallcombe with the gavel plaque and thanked her for her service as the 2022 Board Chair.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

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

Minutes Acceptance: Minutes of Jan 17, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Chair Menetrey noted 12 items required a 4/5ths vote. No public comment.

Chair Menetrey commented on CA.6 noting he was shocked to see one set of committee minutes. He noted that committees needed to submit their minutes.

Supervisor Smallcombe commented on CA.10 and asked that the item be changed from a one-year term to a four-year term. Joe Lynch/Health and Human Services Agency Director noted due to the State; we have to have access for seven years, he also noted pulling this item does not compromise the contract.

Chair Menetrey comment on CA. 15 thanking the Board.

Supervisor Poe commented on CA.17 noting the reason he nominated Warren Gray was due to him being a retired Firefighter and being a 3rd generation family in District 2. He noted Mr. Gray has had good and bad dealings with the Planning and Building Departments and believes he is the right person for this position.

Supervisor Forsythe asked Shannon Hansen/Public Works Director to note for the listening public why the emergency repairs say $400,0000. She noted it is a not to exceed amount and we will not know how much the repairs will cost until they are complete.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2023-4**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2023-5**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office** **RES-2023-6**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office** **RES-2023-7**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Board of Supervisors** **2023-2**

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

CA6. **Clerk of the Board of Supervisors** **(ID # 13567)**

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

CA7. **Fire** **RES-2023-8**

Approve Updated Budget Action Form to Utilize Appropriate Accounts for the Purchase of Attachments and Maintenance for Fuel Reduction Equipment; Approve Budget Action Increasing Revenue and Expense Recognizing Unanticipated Revenue ($230,000) 4/5ths Vote Required

CA8. **Health and Human Services** **RES-2023-9**

Approve a Memorandum of Understanding (MOU) with Self Help Enterprises (SHE) and AWI Management Corporation to Further Detail the Separate and Distinct Roles and Responsibilities of Each Party in Supporting the No Place

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Like Home (NPLH) Residents at Creekside Terrace Affordable Rental Community; and Authorize the Director of Health and Human Services Agency (HHSA) to Sign the MOU

CA9. **Health and Human Services RES-2023-10**

Approve Amendment to Loan Agreement for Whole Person Care Mental Health Homeless Housing Funding to Finance the Mariposa Creekside Terrace Housing Project Increasing the Amount by $400,000 to a New Amount Not to Exceed $1,000,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

10. Withdrawn from the Agenda

CA11. **HHS/Employment and Community Services RES-2023-11**

Approve Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Access to Confidential Data Related to Employment Development Department; and Authorize the Health and Human Services Director to Sign the MOU as Instructed by CDSS

CA12. **HHS/Public Health RES-2023-12**

Approve Future of Public Health Funding Annual Certification Agreement #FoPH-024 for FY 22/23 in the Amount of $421,193; Authorize the Health and Human Services Agency Director to Sign the Annual Certification and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Budget ($421,193) 4/5ths Vote Required

CA13. **HHS/Social Services RES-2023-13**

Approve the Receipt of the United States Department of Agriculture (USDA) Emergency Rural Health Care Grant; Authorize the Health and Human Services Agency (HHSA) Director to Sign the Grant Agreement; and Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Health and Human Services Budget ($216,445) 4/5ths Vote Required

CA14. **Planning 2023-3**

Recognize the Service of Will Fassett for His Contributions to the Historic Sites and Records Preservation Commission, and Creative Placemaking Strategy Advisory Committee

CA15. **Planning 2023-4**

Recognize the Service of Eileen Collins and Karen Smith as Members of the Code Compliance Advisory Committee

CA16. **Planning 2023-5**

Appoint Ed Walls as Planning Commissioner for District I for a Term Coinciding with the Term of District I Supervisor, Rosemarie Smallcombe

CA17. **Planning 2023-6**

Minutes Acceptance: Minutes of Jan 17, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Appoint Warren Gray as Planning Commissioner for District II for a Term Coinciding with the Term of District II Supervisor, Shannon Poe

CA18. **Planning** **2023-7**

Appoint Mick Herman as Planning Commissioner for District III for a Term Coinciding with the Term of District III Supervisor, Danette Toso

CA19. **Public Works** **RES-2023-14**

Approve Budget Action Recognizing Unanticipated Revenue and Increasing Revenue and Expense in the Airport Budget from State Fuel Flowage Fees for Cal Fire Helicopters During the Oak Fire ($82,000) 4/5ths Vote Required

20. Item removed for Amendment

CA21. **Public Works** **RES-2023-15**

Ratify the Agreement with SCCI for the West Whitlock Road Emergency Repairs Which Were Completed on December 14Th, 2022; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA22. **Public Works** **RES-2023-16**

Approve an Agreement with Keith Williams Excavation for the Indian Peak Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA23. **Public Works** **RES-2023-17**

Approve an Agreement with Palmer Tractor for the Allred Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA24. **Public Works** **RES-2023-18**

Approve an Agreement with SCCI for the Worman Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive

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Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA25. **Public Works RES-2023-19**

Approve an Agreement with George Reed for the Oak Road Bridge Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA26. **Public Works RES-2023-20**

Approve an Agreement with George Reed for the Triangle Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency. 4/5ths Vote Required

CA27. **Public Works RES-2023-21**

Approve an Agreement with George Reed for the Jerseydale Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

J. Items removed from Consent Agenda

1. **HHS/Behavioral Health & Recovery Services (ID # 13141)**

Approve an Agreement with Kings View Corporation to Provide Electronic Health Record Information System Technical Support and All Pay Sources Billing Services to Health and Human Services Agency (HHSA) in an Amount Not to Exceed $142,962; and Authorize the Board of Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN

2. **Public Works RES-2023-22**

Adopt a Resolution Accepting a Grant Award from the California Department of Water Resources (DWR) for Yosemite West Leach Field Improvements; Approve a Budget Action Recognizing Unanticipated Revenue in the Public Works Budget ($437,000) ; and Authorize the Board of Supervisors Chair to Sign a Grant Resolution Authorizing the Public

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Works Director to Prepare All Necessary Documents with the DWR (Subject to Approval as to Legal Form by County Counsel) 4/5ths Vote Required

Supervisor Smallcombe commented on CA.20 acknowledging the partnership between Public works and the Mariposa County Resource Conservation District (MCRCD). She noted the MCRCD has been running a program and wanted to acknowledge the partnership between Public Works and RCD. RCD has been running a program and we are grateful for their partnership.

AMENDMENT: Add the language "Sign and prepare" as authorities for the Publics Works Director.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe, Menetrey

K. Board Recognitions

1. **Board of Supervisors RES-2023-23**

Resolution and Tile Plaque Recognizing Karen Herman Upon Her Retirement from the Treasurer – Tax Collector – County Clerk's Office (Board Chair)

Chair Menetrey introduced the item. Public comment received from Keith Williams/Retired Treasurer/Tax Collector/County Clerk noted Karen had worked for him for 16 years and wished her well in her retirement and Steve Engfer/Interim Planning Director noted he will miss working with her to file CEQA documents.

Chair Menetrey and Supervisors Forsythe, Smallcombe, Toso, and Poe all commented on her kindness and professionalism and wished her will in her retirement with her family noting she will be a friendly face that will be missed.

Chair Menetrey presented Karen with the resolution and tile plaque.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Danette Toso, Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe, Menetrey

L. Departmental Presentation

Pete Judy/Interim Chief Probation Officer noted he is required to make the announcement that he retired as of January 7th and has been appointed interim until his position is filled by the Judge. He presented a letter of resignation to the Clerk of the Board to include in the Minutes. Supervisors Smallcombe and Forsythe thanked him for his service.

Shannon Hansen updated the Board on projects going on in the County and current road conditions. She noted Allred Road and Jerseydale Road are open, and Oak Road Bridge is almost complete. She announced the roads that were still closed were Indian Peak, Worman Road, Triangle Road, Preston Road, West Westfall, and one lane on Hornitos Road. She thanked her team for their work. She switched gears and handed the Clerk of the Board flyers for an upcoming tire amnesty day. She

Minutes Acceptance: Minutes of Jan 17, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

announced that if public members see damage to contact her at 209-966-5356 or email her at shansen@mariposacounty.org.

Joe Lynch gave an update on Health and Human Services Agency since the Atmospheric River event, noting they placed a family in a hotel and opened a shelter. He also announced they have been assisting Merced County by providing Public Health Nurses and staff for their shelter. He also noted the county is losing an incredible person of knowledge with Mr. Judy leaving.

Steven Ward/Mariposa Fire/Cal Fire Division Chief announced that four of the old engines were possibly going to be sold with three to Tuolumne County and one to Merced County, however, because they were originally purchased with FEMA funds they were looking into if they needed to be donated versus sold. Chief Ward noted they hired four more reserve firefighters.

Dallin Kimble noted he recalled a discussion regarding American Rescue Plan Act (ARPA) funds, he noted they are looking at another segment of $2.5 Million which the County applied for and was awarded. He noted we needed to look at where those funds are to be allocated.

M. Public Comment on Non-Agenda Items

Mike Bruso/Bear Valley wished the Board a Happy New Year; he brought up the rise in food costs, noting his wife makes tamales and couldn't believe how expensive masa was. He recalled a comment made by a Milton Freeman on the Donahue Show where it was said the cost isn't the store's fault; it is because of over-spending governments. He reiterated to the board the importance of fiscal responsibility.

Recess Board of Supervisors

11:40 AM Chair Menetrey recessed the Board meeting and the Clerk of the Board read the Government Code announcement.

N. LOCAL TRANSPORTATION COMMISSION

11:41 PM 2022 Local Transportation Commission (LTC) Chair Smallcombe called the meeting to order.

Public Comment Period

No public comment.

LTC Regular Agenda

1. **Clerk of the Board of Supervisors LTC-2023-1**

Selection of 2023 Local Transportation Commission Chair

No public comment. Board discussion ensued.

ACTION: Wayne Forsythe was selected at the 2023 Local Transportation Commission Chair.

2022 Chair Smallcombe passed the gavel to 2023 Chair Forsythe.

Minutes Acceptance: Minutes of Jan 17, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Clerk of the Board of Supervisors** **LTC-2023-2**

Selection of 2023 Local Transportation Commission Vice-Chair

No public comment. Board discussion ensued.

ACTION: Miles Menetrey was selected at the 2023 Local Transportation Commission Vice-Chair.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Danette Toso, Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

3. **Public Works** **LTC-2023-3**

Approve an Agreement with CA Department of Transportation, Division of Rail and Mass Transportation (DRMT) for Mariposa Transit Operating Expenses; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement

Jeannie Morvay-Clayton/Public Works Transportation Planner this is a small portion No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Adjourn LTC

11:47 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

11:47 PM Chair Menetrey reconvened the Board of Supervisors meeting.

O. Regular Agenda Items

1. **HHS/Fiscal RES-2023-24**

Rescind Resolution 2022-729; Approve an Agreement to Hire Jonathan Harry as a Retired Annuitant Extra Help Psychiatrist at the Hourly Rate of $270.86; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dr. Kristina Allen/Division Director Health Services noted this originally came before the Board on December 20th, 2022 and was adopted with resolution 2022-729. She noted the original action did not include the scope of work which is required. This action would correct the document to include the scope of work. No public comment.

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RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Auditor** **RES-2023-25**

Adopt a Resolution to be Submitted to CalPERS that is Required to Bypass the 180 Day Waiting Period to Hire Jonathan Harry as a Retired Annuitant Extra Help Psychiatrist at the Hourly Rate of $270.86

Luis Mercado/Auditor gave the staff report noting this is an extension of the previous board item. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

3. **Auditor** **RES-2023-26**

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective March 1, 2023

Luis Mercado gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

4. **Planning** **RES-2023-27**

Adopt a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Environmental Enhancement and Mitigation (EEM) Grant Program to Support Landscape Restoration in the Phase III Segment of the Mariposa Creek Parkway; Approve a Letter from the Board Chair Related to the Restoration's Landscape Performance; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Other Subsequent Grant Administration Documents as Needed, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Steve Engfer gave the staff report. No public comment

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

5. **Planning** **RES-2023-28**

Accept Funding from the Clean California Grant Program and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget in Order to Implement the Grant ($150,000) 4/5ths Vote Required

Steve Engfer gave the staff report. No public comment.

Minutes Acceptance: Minutes of Jan 17, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Items 6 - 9 were taken up at the 2:00 PM reconvene

Regular agenda items 6-9 were taken up at 2:00 PM as items Q.1-4.

P. Closed Session

11:59 AM Chair Menetrey recessed the Board into closed session after reading the items.

1. **Administration/Human Resources (ID # 13627)**

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: United Domestic Workers of America (UDW) for In-Home Supportive Services (IHSS) Providers; Name of County Designated Representative: Shelline Bennett

No public comment.

RESULT: **CLOSED SESSION HELD**

2. **Administration (ID # 13666)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-Planning Director

No public comment.

RESULT: **CLOSED SESSION HELD**

Q. 2:00 PM Reconvene

2:01 PM Chair Menetrey reconvened the Board meeting and noted that during closed session, information received and direction given on item 1. He announced that item 2 was recessed and would be taken up after the 2:00 PM reconvene items.

1. **Treasurer-Tax Collector-County ClerkRES-2023-29**

Receive and Consider Request of David Atkins to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090.

Courtney Progner-Morrow/Tax Collector/Treasurer/County Clerk gave the staff report noting this was during the Oak Fire. No public comment. Board discussion ensued.

ACTION: Penalty Fees were waived.

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RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Treasurer-Tax Collector-County ClerkRES-2023-30**

Receive and Consider Request of Diane Martin to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090.

No public comment. In response to a question from Supervisor Poe, Chair Menetrey noted this is not a frequent request. Supervisor Smallcombe noted this item was difficult for her to support due to inconsistencies in the request.

ACTION: Penalty Fees were waived.

RESULT: **ADOPTED [3 TO 1]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Danette Toso, Wayne Forsythe, Miles Menetrey
NAYS: Rosemarie Smallcombe
ABSTAIN: Shannon Poe

3. **Administration RES-2023-31**

Approve Budget Action to Correct Plant Operations Utility District Budgets and Vehicle Purchase Budgets Increasing General Fund Contingency by ($38,284) ($175,664) 4/5ths Vote Required

Leigh Westerlund/Assistant County Administrative Officer gave the staff report with a PowerPoint Presentation. Noting the budgets were double counted and this budget action is to account accurately the funds needed. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

4. **Administration (ID # 13716)**

Discussion and Direction Regarding Oak Fire Recovery

Dr. Eric Sergienko/County Health Officer/Local Disaster Recovery Coordinator noted for the new members, this is a standing item. He noted a re-occurring question is what the County's cost share will be and stated it will be roughly 10%, and the State will pick up 90% or more. He announced 116 sites out of 142 are completed with total debris removal, and 7 were pending sign-off. He announced 20 sites were pending erosion control. Dr. Sergienko noted in regard to hazard tree removal that 7 sites were pending.

Julie Simms/Division Director of Administrative Services noted in October that the Board committed to paying permit fees for Oak Fire Survivors. She noted they encountered a few hiccups, but the first electronic wire of funds to the Building Department was successful for permit release.

Debra Willis/Building Director noted it was a coordinated effort, and the new

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solution meets her statutory requirements to release a permit.

Joe Lynch wanted to bring clarity and context to the lag of timing, nothing this is a first for the State and County on how we are managing this disaster. He noted in Detwiler, the County paid the blue tag permit but no other permit, and this round, we are also providing case managers. Mr. Lynch noted he is proud of his team and our county is receiving calls from other counties. He also announced we are now 6 months post-fire and that if individuals need help to contact 209-966-2000.

Board discussion ensued in which Chair Menetrey thanked the team and noted this should go to the California State Association of Counties (CSAC) for their achievement award. Supervisor Forsythe also thanked the team, noting it is hard to describe what these individuals are going through with losing everything and then now being pelted with rain. Supervisor Smallcombe thanked them for their work as well.

2:51 PM the Clerk of the Board stepped down and Tracy Gauthier/Deputy Clerk of the Board II took over as clerk.

RESULT: **INFORMATION RECEIVED**

5. **Clerk of the Board of Supervisors** **RES-2023-32**

Set the Board's 2023 Meeting Schedule

Danielle Bondshu/Clerk of the Board gave the staff report, noting a handout from Supervisor Forsythe. No public input. Supervisor Forsythe suggested additional meeting dates for cancellation. Discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

6. **Clerk of the Board of Supervisors** **(ID # 13664)**

Review and Select Board Members to Serve as 2023 Policy Area Liaisons

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued. The Board gave direction for seven substitutions, as well as changes to one policy area.

DIRECTION:

·***Move the Airport back under Public Works; no longer a stand alone policy area.***

·***Substitute Supervisor Toso for Supervisor Long as Fire liaison.***

·***Substitute Supervisor Toso for Supervisor Long as Fiscal & Educational Services liaison.***

·***Substitute Supervisor Poe for Supervisor Long as General Government liaison.***

·***Substitute Supervisor Poe for Supervisor Forsythe as Health and Human Services liaison.***

·***Substitute Supervisor Poe for Supervisor Forsythe as Infrastructure liaison.***

·***Substitute Supervisor Toso for Supervisor Smallcombe and Supervisor Poe for***

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Supervisor Long as Water liaisons.

RESULT: DIRECTION GIVEN

7. **Clerk of the Board of Supervisors 2023-8**

Appoint Board Members as Contact Area Liaisons for 2023

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

DIRECTION:

Changes to the Board Member Contact Areas were as follows:

·***Substitute Supervisor Poe for Supervisor Menetrey as a contact for John C. Fremont Healthcare District.***

· ***Substitute Supervisor Toso for Supervisor Long as a contact for Mariposa Public Utility District.***

·***Substitute Supervisor Poe for Supervisor Sweeney and Supervisor Forsythe for Supervisor Long as contacts for the State Mineral Museum.***

·***Substitute Supervisor Poe for Supervisor Menetrey as a contact for Yosemite Gateway Partners.***

·***Substitute Supervisor Poe for Supervisor Menetrey as a contact for Yosemite National Park Service.***

RESULT: DIRECTION GIVEN

8. **Clerk of the Board of Supervisors RES-2023-33**

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

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

ACTION:

·***Supervisor Toso was appointed and Supervisor Smallcombe was reappointed to the Mariposa County Safety Committee for terms expiring January 17, 2024.***

·***Supervisors Smallcombe and Menetrey were reappointed to the Local Agency Formation Commission (LAFCo) for terms expiring May 3, 2027; Supervisor Toso was substituted in for Supervisor Long as the LAFCo Alternate, for a term expiring May 3, 2027.***

·***Supervisor Menetrey was appointed to the Local Enforcement Agency Hearing Panel, for a term expiring January 17, 2027.***

·***Supervisor Smallcombe was appointed to the Mariposa County Childcare Task Force, for a term expiring January 17, 2024.***

·***Supervisor Poe was substituted in for Supervisor Long to the Creative Placemaking Strategy Advisory Committee to fill an unexpired term ending***

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February 29, 2024.

·***Supervisor Smallcombe was appointed to the Merced River Trail Community Working Group, for a term expiring February 28, 2026.***

·***Supervisor Smallcombe was appointed to the Community Corrections Partnership, for a continuous term.***

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

9. **Clerk of the Board of Supervisors** **RES-2023-34**

Select and Approve Board Members as 2023 Agency Representatives

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

ACTIONS:

Changes to the Agency Representative list were as follows:

·***"Mountain Valley Emergency Medical Services Agency and Regional Advisory Board" is now called "Mountain Counties".***

·***Substitute Supervisor Toso in as alternate to the Calaveras-Mariposa Community Action Agency.***

·***Substitute Supervisor Smallcombe in as Representative and substitute Supervisor Poe in as Alternate to the Central Sierra Economic Development District Committee (CSEDD).***

·***Substitute Supervisor Toso in as Representative for the Job Connection Mariposa Governing Board (Mother Lode Job Training).***

·***Substitute Supervisor Smallcombe in as Representative to the Joint Powers Authority of the Central Sierra Economic Development District (CSEDD).***

·***Substitute Supervisor Poe in as Representative for the Mountain Counties Air Basin.***

·***Substitute Supervisor Poe in as Alternate for Mountain Valley Emergency Medical Services Agency and Regional Advisory Board (Now called Mountain Counties).***

·***Substitute Supervisor Menetrey in as Representative for the San Joaquin Valley Regional Association of California Counties.***

·***Substitute Supervisor Poe in as Representative for the SouthWest InterFace Team (SWIFT).***

·***Substitute Supervisor Poe in as Representative to the Yosemite/Mariposa County Tourism Bureau, with Supervisor Toso named as the Second Board Representative.***

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe, Menetrey

R. Board Information

Information received.

Report Out

5:39 PM Chair Menetrey reported that during the reconvene of closed session item 2, information received and direction was given.

S. Adjournment

5:39 AM Chair Menetrey adjourned the meeting in memory of Leroy Radanovich.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Tracy Gauthier
Deputy Clerk of the Board II

Miles Menetrey
Chair, Board of Supervisors

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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**

ACTION SUMMARY MINUTES

January 24, 2023

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Danette Toso	Supervisor	Present	9:00 AM
Shannon Poe	Supervisor	Present	9:00 AM
Rosemarie Smallcombe	District I 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

None.

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

Chair Menetrey noted that E.1 was withdrawn from the agenda. He also noted for the listening public, he was able to vote on CA.10 because he listened to the whole recording of the December 20th, 2022, meeting.

Danielle Bondshu/Clerk of the Board, noted a correction CA.10; the last page of the December 22nd, 2022, minutes (packet page 62) states “Supervisor Forsythe and Chair Long,” and it will be corrected to read “Supervisor Forsythe and Chair Smallcombe”

Public comment was received by Dawn Wright/President of the Hornitos Historical Society who commented on CA.5 and CA.6 and asked that the Board look favorably on these items.

Supervisor Forsythe noted it is a pleasure to be in support of CA.5 and CA.6 and

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noted it has been in the works for some time. He also noted the folks in Hornitos deserve this action. Supervisor Forsythe announced that he would like CA.24 pulled for a separate vote as he would need to recuse himself.

Supervisor Smallcombe requested CA.7 be pulled for further discussion and asked questions in regard to the emergency work items (CA.14 through CA.25) and asked for clarification. She noted the Board began with ratifying items and is now terminating some of those emergency repair items. Shannon Hansen/Public Works Director noted Public Contract Code states that if that section is used for Emergency Work, it must remain on the agenda until the work is complete. She also noted the items being terminated; the emergency work is complete. Dallin Kimble/County Administrative Officer noted in response to Supervisor Smallcombe that under the California Disaster Assistance Act (CDAA), our share is 25% and if the Federal Emergency Management Act (FEMA) stepped in our share would be roughly 6.25%.

Supervisor Smallcombe moved, and Supervisor Forsythe seconded the consent agenda. They later rescinded their prior votes due to CA. 8 through CA.10 needing to be pulled from consent for a separate vote. After the items were removed, Supervisor Smallcombe moved, and Supervisor Forsythe seconded the consent agenda with item CA.7 being pulled for discussion and CA.8, CA.9, CA.10, and CA.24 being removed for a separate vote.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2023-35**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2023-36**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office** **RES-2023-37**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office** **RES-2023-38**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Administration** **RES-2023-39**

Approve a Certificate of Acceptance for a Quitclaim Deed at 7379 Hornitos Road in Hornitos; and Authorize the Board of Supervisors Chair to Sign the Certificate

CA6. **Administration** **RES-2023-40**

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Approve an Agreement Conveying Real Property at 7379 Hornitos Road in Hornitos to the Hornitos Historical Society; and Authorize the Board of Supervisors Chair to Sign the Agreement

7. Pulled for further discussion

8. Removed for Seperate Vote

9. Removed for Seperate Vote

10. Removed for Seperate Vote

CA11. **Auditor** **RES-2023-41**

Approve FY 22-23 Budget Action Transferring Funds Within the Supplemental Law Enforcement Services Fund (SLESF) 3329 Budget to Allow for Transfers Out to General Fund ($178,228) 4/5ths Vote Required

CA12. **Clerk of the Board of Supervisors** **2023-9**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in December of 2022

CA13. **Clerk of the Board of Supervisors** **2023-10**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2022

CA14. **HHS/Behavioral Health & Recovery Services** **RES-2023-42**

Approve Amendment to Service Change Form Agreement to Purchase Revenue Cycle Management Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA15. **HHS/Behavioral Health & Recovery Services** **RES-2023-43**

Approve Agreement with Genoa Healthcare, LLC to Provide Pharmaceutical Services in Support of County of Mariposa Jail Based Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Public Works** **RES-2023-44**

Accept the Emergency Repair Work on Oak Road Bridge as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA17. **Public Works** **RES-2023-45**

Accept the Emergency Repair Work on Triangle Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA18. **Public Works** **RES-2023-46**

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Review Emergency Repair Work on Jerseydale Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

CA19. **Public Works** **RES-2023-47**

Accept the Emergency Repair Work on Allred Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

CA20. **Public Works** **RES-2023-48**

Review Emergency Repair Work on Worman Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

CA21. **Public Works** **RES-2023-49**

Review Emergency Repair Work on Indian Peak Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

CA22. **Public Works** **RES-2023-50**

Approve an Agreement with Palmer Tractor for the Preston Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA23. **Public Works** **RES-2023-51**

Approve an Agreement with Palmer Tractor for the West Westfall Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

24. Removed for a Seperate Vote

CA25. **Sheriff's Office** **RES-2023-52**

Ratify Agreement Number 2023-26 with the United States Drug Enforcement Administration for Reimbursement for Marijuana and Drug Related Investigations

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E. Items removed from Consent Agenda

1. **Administration/Community Development RES-2023-53**

Approve the Request for Proposals (RFP) to Conduct a Resort Hotel/Conference Center Feasibility Study

Supervisor Smallcombe noted that the current Request for Proposal (RFP) is clearer but still needs clarification. Tara Schiff noted that this is a blanket study to see what is and is not feasible for our community noted it is a blanket study to note what is feasible in Mariposa County and this will Economic Vitality Strategy. She also noted that this is not tied to a specific development or developers.

In response to a question from Supervisor Poe, Ms. Schiff noted that the funds are not coming out of General Fund; the study is being paid for from a grant award. Supervisor Forsythe and Chair Menetrey thanked Ms. Schiff for the explanation.

Public Comment was received from Jonathan Noel who noted he liked the idea but noted more low-income housing would be needed. Chair Menetrey noted the housing topic would be discussed at the 2:00 PM reconvene later that afternoon.

Jeanne Pine noted she went to the Creekside Terrace and asked if the "Brown Bear" is still coming in with a convention center. Chair Menetrey noted it is planned to have a conference center and noted that the project is still working its way through the Planning and Building Departments.

Supervisor Toso noted she feels better about this item, knowing the money isn't coming from the general fund. In a response to a question from Supervisor Poe, Mr. Kimble noted the work should begin on April 3rd, 2023, and be completed by December 31st, 2023.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Tuesday, December 06, 2022**

3. **Friday, December 09, 2022**

4. **Tuesday, December 20, 2022**

5. **Public Works RES-2023-54**

Approve an Agreement with ASI for the Hornitos Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting

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from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

Supervisor Forsythe recused himself. No public comment.

RESULT: **ADOPTED [4 TO 0]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Danette Toso, Supervisor

AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Miles Menetrey

RECUSED: Wayne Forsythe

F. Board Recognition

1. **Board of Supervisors (ID # 13725)**

Approve a Certificate of Appreciation to the Staff of Public Works, County Fire, and Sheriff's Office for Their Outstanding Service to the County and Community During Our Recent Storms

RESULT: **WITHDRAWN**

G. Departmental Presentation

Dr. Kristina Allen/Division Director of Health Services, noted in 2021 they were approached by the Environmental Health investigation branch for a study. That study was published on January 10th, 2023, on the topic of Prescribed Fire and Fire Smoke in which they surveyed the safe clients. He noted Dr. Eric Sergienko and herself are listed as co-authors.

Shannon Hansen gave an update on road closure and noted all roads should be completed this week. She also announced Joe Williams was hired as the new Roads and Bridges Manager. Supervisor Poe thanked her for sending the Pavement Condition Index (PCI) and noted those who have not looked at it should. Shannon Hansen noted that the study should be done every five years.

Gill Peirsol/Commander of California Highway Patrol noted in emergencies sometimes things get hung up on jurisdiction issues and noted the way everyone comes together in this community has made this event smooth. Commander Peirsol noted for Highway 140 the contractor has begun to clear the slide and one-way traffic control. The clearing could take two to four weeks based on conditions.

Steve Dahlem/County Counsel noted there was an item on the topic of a prescribed burn program on the December 20th, 2022 meeting which the Board directed County Counsel to come back in mid-January with the risks to the County. Mr. Dahlem noted he is working closely with the Farm Advisor and should have an item to the Board in February.

H. Public Comment on Non-Agenda Items

Minutes Acceptance: Minutes of Jan 24, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

None.

Recess Board of Supervisors

9:57 AM Chair Menetrey recessed the Board of Supervisor meeting.

I. LOCAL TRANSPORTATION COMMISSION

9:57 AM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2023-4**

Approve a Request for Proposal (RFP) to Retain a Consultant to Update the Mariposa County Bicycle and Pedestrian Plan (BPTP) Adopted in 2011 and Create an Active Transportation Plan (ATP); and Authorize Local Transportation Commission (LTC) Executive Director to Award and Sign a Consulting Services Agreement (Subject to Approval as to Legal Form by County Counsel)

Jeannie Morvay-Clayton/Transportation Planning noted they are taking a previous plan that had not been updated as the County needs this in place to be eligible for funding. No public comment. In response to a question from Commissioner Smallcombe, Ms. Morvay-Clayton noted it is still a Transportation Plan even though it references a bicycle list.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Adjourn LTC

10:02 AM Chair Forsythe adjourned the LTC meeting.

J. VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY

10:02 AM Chair Forsythe called to order the Vehicle Parking District meeting.

Public Comment Period

None.

Minutes Acceptance: Minutes of Jan 24, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Parking District Regular Agenda

1. **Clerk of the Board of Supervisors VPD-1-2023-1**

Selection of the 2023 Vehicle Parking District No. 1 Board Chair

No public comment.

ACTION: Wayne Forsythe was selected at the 2023 Vehicle Parking District (VPD) Chair.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Clerk of the Board of Supervisors VPD-1-2023-2**

Selection of the 2023 Vehicle Parking District No. 1 of Mariposa County Board Vice-Chair

No public comment.

ACTION: Miles Menetrey was selected at the 2023 Vehicle Parking District (VPD) Vice-Chair.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Danette Toso, Supervisor

AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

3. **Public Works VPD-1-2023-3**

Approve Leases Within the Parking District Commencing on January 1, 2023, and Terminating on December 31, 2048; and Authorize the Parking District Chair to Sign the Agreements

Shannon Hansen gave the staff report. No public comment. Chair Forsythe noted this has been a long haul as his predecessor had worked on this item for 12 years.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Adjourn Parking District

10:09 AM Chair Forsythe adjourned the VPD meeting.

Reconvene as Board of Supervisors

Minutes Acceptance: Minutes of Jan 24, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

10:09 AM Chair Menetrey reconvened the Board meeting.

K. Regular Agenda Items

1. **Board of Supervisors (ID # 13702)**

Receive a Presentation from the Rural County Representatives of California (RCRC) on Their Strategic Priorities

Danielle Bondshu noted a correction to the staff report, she announced it states Rural County Representatives of California (RCRC) has 34 member counties but it currently has 40 member counties.

Barbara Hayes/RCRC Economic Development gave a PowerPoint presentation. No public comment. Board discussion ensued.

RESULT: INFORMATION RECEIVED

2. **Planning 2023-ORD-1184**

Waive the Second Reading and Adopt an Ordinance Titled an "Ordinance Amending the Zoning Map of Mariposa County" for Assessor Parcel Number (APN) 001-030-038, APN 001-030-039 and APN 001-030-042 from the Mountain Home Zone (MHZ) And/Or Mountain General Zone (MGZ) to the Agricultural Exclusive Zone (AEZ) Pursuant to Zoning Amendment No. 2022-175, Ollimac Land and Cattle LP, Owner/Applicant; Robert Morelli, Agent

Steve Engfer/Interim Planning Director gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Danette Toso, Supervisor

AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

3. **Administration (ID # 13724)**

Discussion and Direction Regarding Oak Fire Recovery

Wes Smith/Mariposa County Office of Emergency Services (OES) noted the County has moved forward with damage claims, noting these are claims of damage done during the debris removal process. No public comment.

RESULT: INFORMATION RECEIVED

4. **Administration (ID # 13520)**

Discussion and Direction on Alcoholic Beverage Licenses

Chair Menetrey noted the County approached legislation for 10 new licenses. The County released five and two are still available.

Mr. Kimble noted Chair Menetrey gave an excellent staff report. No public comment. Mr. Kimble noted two that have noted been claimed, but they are

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aware of four interested parties which are all still in development. Board discussion ensued.

DIRECTION: The County currently has two that have been released and unclaimed. The Board asked that the three remaining licenses be held and not released.

RESULT: DIRECTION GIVEN

5. **Planning (ID # 13611)**

Receive a Presentation on the Status of the Mariposa Creek Parkway Phase IV Special Plan

Chair Menetrey announced that item K.6 would be moved up to K.5 and recessed the Board for a brief break at 10:57 AM.

11:03 AM Vice-Chair Forsythe reconvened the meeting, noting Chair Menetrey needed to leave for personal matters.

Steve Engfer thanked the Board for moving up the item and introduced Matt Arnold/Sierra Design, Mikey Goralnik/Senior Community Design Planner, and Ben Goger/Housing Development Specialist.

Mr. Goralnik began the presentation with a PowerPoint presentation.

Mr. Arnold noted phase 4 was a very large site with 2 portions that can accommodate further development. Mr. Goralnik noted that this has all been shared with the public.

Public comment was received by Jonathan Noel, who asked if low-income housing could be placed in areas along the trail as well as areas to stop and have a picnic. In response to Mr. Noel's question, Mr. Goralnik noted that the public also agrees that low-income housing is needed, and areas have been identified for housing. He also noted there would be areas for picnics.

Supervisor Smallcombe thanked them for the presentation and noted it is great to see it moving forward. She asked when they would have more conversations with the public, and Mr. Goralnik noted those conversations were currently happening.

In response to Vice-Chair Forsythe, Mr. Goralnik noted the public could contact Hannah Harrison at hharrison@mariposacounty.org <mailto:hharrison@mariposacounty.org> or view the survey on the County's social media sites to have their input heard. Vice-Chair Forsythe thanked him and noted it is amazing to see one project marry several goals and objectives the County has.

Mr. Goralnik noted in regard to the Southern Sierra Miwuk Nation; they engage formally with them to link parkway initiatives such as planting native species and using traditional removal methods of invasive species.

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RESULT: INFORMATION RECEIVED

6. **Administration RES-2023-55**

Approve the Draft Mariposa County Strategic Communications Plan to Allow for a 2023 Implementation

Elizabeth Darcy/Public Information Officer gave the staff report and noted this is the first strategic communications plan. She announced the goal is to communicate proactively. No public comment. Board discussion ensued.

11:43 PM Vice-Chair Forsythe recessed the Board for lunch.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Shannon Poe, Supervisor

SECONDER: Danette Toso, Supervisor

AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe

EXCUSED: Miles Menetrey

L. 2:00 PM Reconvene

Vice-Chair Forsythe called the meeting to order.

1. **Planning RES-2023-56**

Adopt a Resolution Approving the Integrated Mobility and Housing Strategy (IMHS), Finding the Project is Exempt from CEQA, and Authorizing County Departments and Agencies to Pursue Implementing Its Recommendations

Steve Engfer introduced the item. Mikey Goralnik gave an overview of the project and noted that the intent is to connect people with workforce centers and that this study looked at development locations that are in gateway communities with easily accessible services. Ben Goger noted that this item is at the behest of the Board and has been for many years.

Mr. Goger announced four amendments to the document.

Clerical Errors and Text Amendments:

Page 47. Word changed from “form” to “from.”

Page 80. - the last sentence, “workforce housing may diminish the sensitive character and isolated visitors center, a visitor experience of the vacation rental community” isn’t consistent with what has been heard from the Yosemite West population that lives there year-round. It will be amended to read “workforce investments in the community of Yosemite West could benefit the overall experience of visitors and residences alike.

Also, on Page 80 -The fuel project conducted on one of the parcels has been completed since this study, which could lead to this parcel ranking as the fire protection hirer on the parcel.

Page 68. - Partners were ranked at a high of five, not ten.

Andy Dawson/WRT Plan Consultant, thanked the committee members and

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gave a PowerPoint Presentation.

Public comment was received by Joe Meyer/Chief of Staff, Jerry Edelbrock/Yosemite Conservancy, Kim Tucker/Mariposa Resident, and Mark Marshall/Steering Committee whom all noted this is needed in Mariposa County and are in favor of this plan. Some noted this wouldn't meet all the needs of the Park but it was a start for all partners.

Board discussion ensued with Supervisor Smallcombe requesting a change to Page 84. The Board adopted the IMHP with amendments.

Amendments:

Page 47. - Word changed from "form" to "from."

Page 68. - Change the text to make it clear that partners were ranked at a high of five, not ten.

Page 80. - the last sentence, "workforce housing may diminish the sensitive character and isolated visitors center, a visitor experience of the vacation rental community" isn't consistent with what has been heard from the Yosemite West population that lives there year-round. It will be amended to read "workforce, investments in the community of Yosemite West could benefit the overall experience of visitors and residences alike"

Also, on Page 80 -The fuel project conducted on one of the parcels has been completed since this study, which could lead to this parcel ranking as the fire protection hirer on the parcel.

Page 84- strike language "impact to neighbors".

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Danette Toso, Supervisor

AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe

EXCUSED: Miles Menetrey

M. Board Information

None.

N. Adjournment

3:04 PM Vice-Chair Forsythe adjourned the meeting in memory of Ron Iudice, Barbara Marie Appling, Darleen (Skelton) Asbury, Sal Maccarone, Robert Clarence Benson, Althea Stevens, and Robert E. Burgoyne.

Respectfully submitted,

Minutes Acceptance: Minutes of Jan 24, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Danielle Bondshu
Clerk of the Board
Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jan 24, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in January of 2023.

Per Resolution 05-400, 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 CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the CAO has authorized.

ATTACHMENTS:
CAO Approved Agreements 2-21-23 (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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for February 21, 2023

Contractor	Amount	Term	Service	Department
Mariposa Self Store	$500	01/01/23-06/30/23	Storage for Made in Mariposa Items Paid for by USDA grant	Admin
Yosemite Mariposa County Tourism Bureau	$50,000	7/1/23 to 6/30/24	Local business & event support, film commission, promotion, direct marketing,	Admin
Neal Douglass	$20,000	1/1/23 to 6/30/24	Legal Services re: County Public Administration	Co Co
Bryan B Cooper	$16,800	1/1/23 to 12/31/23	Property Rental	HHSA
Amy Oppenheimer, Attorney/Retainer	$25,000	10/01/22 to 6/30/23	Workplace Invetigations	HHSA
Tim Hooper	$52,000	9/19/22 to 1/31/23	Marketing Service	HHSA
Amy Bigone Test Rental Program Manger	$10,000	1/14/23 to 1/14/25	Testing Materials	HR
Amy Oppenheimer, Attorney/Retainer	$25,000	9/1/22 to 6/30/23	Workplace Invetigations	HR

APA= Assistant Purchasing Agent (Department Head)

Attachment: CAO Approved Agreements 2-21-23 (2023-18 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January of 2023.

Per Resolution 05-400, 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 Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

ATTACHMENTS:
Dept Head Approved Agreements 2-21-23 (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

Department Head Approved Agrement

Board Agenda Item for February 21, 2023

Contractor	Amount	Term	Service	Department
Chris Cox	$0	one day use 1/18/23	Rental for Supervisor Poe- Town Hall	COB
Jennifer Kaiser	$20,000	12/1/22 to 6/30/23	Senior Training Services	HHSA
Dallin Woodruff	$6,000	1/23/23 to 1/22/24	Shredding Servies	HHSA
Yarts	$20,000	7/1/22 to 6/30/23	Lease	HHSA
KM Moving Service	$6,000	1/1/23 to 3/31/23	Moving Services	HHSA
AJV Heating & Cooling	$3,500	11/10/22 to 12/31/22	HVAC repair at Museum Vault	PW
Hoffman Electronic System	$2,365	12/05/22 to 6/30/23	Install two additional smoke detectors at Fire Station 22	PW
Mountian Aire Seamless Gutters	$1,750	1/12/23 to 6/30/23	Gutter replacement at Parks & Rec	PW
R&S Erection Tri-County	$623	12/14/22 to 6/30/23	Repair roll door at Coulterville fire station	PW
S&S Electric	$1,200	1/12/23 to 6/30/23	Install floor plug at Government Center	PW
Terri Holt, Contract Administrator	$2,700	1/03/23 to 6/30/23	Repair fire door at Enviromental Health	PW

APA= Assistant Purchasing Agent (Department Head)

Attachment: Dept Head Approved Agreements 2-21-23 (2023-19 : Department Head Signed Agreements)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Software as a Service License Agreements Report

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Software as a Service License Agreements Entered into by the CAO (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received and Processed in January and February of 2023.

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 as a Service License Agreements Executed 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.

ATTACHMENTS:
Software as Service Licence Report 2-21-23 (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

Software as a Service License Agreements Report

Board Agenda Item for February 21, 2023

Contractor	Amount	Term	Service	Department
Civics Plus	$18,697	Re-Ocurring	CivicClerk Software to replace MT	COB
Goerco, Inc	$1,773	3/1/23 to 2/28/24	One year contract fot extended warranty on Child Forensic Interview Equipment	DA
Biometrics4ALL	$8,657	2/01/23 to 2/01/26	Live Scan Fingerprinting Equipment and Services	HHSA

APA= Assistant Purchasing Agent (Department Head)

Attachment: Software as Service Licence Report 2-21-23 (2023-20 : Software as a Service License

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Recognize and Appoint Members to the Mariposa County Safety Committee

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RECOMMENDATION AND JUSTIFICATION:
Accept Resignation and Recognize Pete Judy and Josh Keheley for their Service on the Mariposa County Safety Committee; and Appoint Ryan Oliphant as a Management Representative and William Atkinson as a Rank and File Representative to the Mariposa County Safety Committee for the Unexpired Term Ending September 28, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the establishment of a "Safety Commission and Advisory Committee" on April 23, 1991 in order to comply with California Labor Code Section 6401.7, which is still the prevailing law. On July 7, 2015, the Board amended the Commission and renamed it to "Mariposa County Safety Committee" and subsequently approved Bylaws on August 15, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may appoint different members to the Safety Committee.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-85

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve Fourth Amendment to Lease Agreement for Hornitos Grazing Lease and Authorize Chair to Sign

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RECOMMENDATION AND JUSTIFICATION:
Approve the Fourth Amendment to a Lease Agreement with Carlos and Richard Ortiz for an Additional One Year for Grazing Purposes in the Hornitos Area; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Staff recommends extending the Grazing Lease Agreement for an additional year to allow staff time to evaluate this property and other County properties for possible sale.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Original lease agreement entered on September 10, 2013.

First amendment entered on February 25, 2020 for an additional year.

Second amendment entered on January 26, 2021 for an additional six months.

Third amendment entered on April 5, 2022 for an additional one year and six months.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
None

ATTACHMENTS:
Hornitos-Graz lse Fourth Amendment (PDF)
Hornitos-Graz lse Third Amendment (PDF)
Hornitos-Graz lse Second Amendment (PDF)
Hornitos-Graz lse First Amendment (PDF)
Hornitos Grazing Agt-Ortiz (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

REF ID# 13824

Attachment: Hornitos-Graz lse Fourth Amendment (RES-2023-85 : Approve Fourth Amendment to Lease Agreement for Hornitos Grazing Lease

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT, made and entered into this ___ day of January, 2023 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**Lessor,**" and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**Lessee.**"

WHEREAS, Lessor and **Lessee** have heretofore entered into a Lease Agreement dated September 10, 2013, wherein **Lessee** leased certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area for the sole purpose of grazing cattle; and

WHEREAS, Lessor and **Lessee** entered into a First Amendment to Lease Agreement dated February 25, 2020 to extend the term of the Lease Agreement to December 31, 2020; and

WHEREAS, Lessor and **Lessee** entered into a Second Amendment to Lease Agreement dated January 26, 2021 to extend the term of the Lease Agreement to June 30, 2021; and

WHEREAS, Lessor and **Lessee** entered into a Third Amendment to Lease Agreement dated April 5, 2022 to extend the term of the Agreement to December 31, 2022; and

WHEREAS, **Lessor** and **Lessee** desire to enter into a Fourth Amendment to Lease Agreement to extend the term of the Agreement until December 31, 2023.

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

1. Paragraph II, "TERM", is hereby amended to extend the term of the Lease Agreement for an additional one year terminating on December 31, 2023.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to January 1, 2023.

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

LESSOR:

MILES MENETREY, Chair
Mariposa County Board of Supervisors

LESSEE:

Richard Ortiz
RICHARD ORTIZ

Carlos Ortiz
CARLOS ORTIZ

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Hornitos-Graz Ise Third Amendment (RES-2023-85 : Approve Fourth Amendment to Lease Agreement for Hornitos Grazing Lease

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT, made and entered into this ___ day of April, 2022 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**Lessor**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**Lessee**".

WHEREAS, Lessor and **Lessee** have heretofore entered into a Lease Agreement dated September 10, 2013, wherein **Lessee** leased certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area for the sole purpose of grazing cattle; and

WHEREAS, Lessor and **Lessee** entered into a First Amendment to Lease Agreement dated February 25, 2020 to extend the term of the Lease Agreement to December 31, 2020; and

WHEREAS, Lessor and **Lessee** entered into a Second Amendment to Lease Agreement dated January 26, 2021 to extend the term of the Lease Agreement to June 30, 2021; and

WHEREAS, Lessor and **Lessee** desire to enter into a Third Amendment to Lease Agreement to further extend the term of the Agreement for an additional 1 ½ year.

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

1. Paragraph II, "TERM", is hereby amended to extend the term of the Lease Agreement for an additional 1 ½ year terminating on December 31, 2022.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to July 1, 2021.

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

LESSOR:

ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

LESSEE:

Richard Ortiz
RICHARD ORTIZ

Carlos Ortiz
CARLOS ORTIZ

ATTEST:

KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT, made and entered into this 26th day of January, 2021 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**Lessor**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**Lessee**".

WHEREAS, Lessor and **Lessee** have heretofore entered into a Lease Agreement dated September 10, 2013, wherein **Lessee** leased certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area for the sole purpose of grazing cattle; and

WHEREAS, Lessor and **Lessee** entered into a First Amendment to Lease Agreement dated February 25, 2020 to extend the term of the Agreement for one year; and

WHEREAS, Lessor and **Lessee** desire to enter into a Second Amendment to Lease Agreement to further extend the term of the Agreement for an additional six months.

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

1. Paragraph II, "TERM", is hereby amended to extend the term of the Lease Agreement for an additional six months terminating on June 30, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to January 1, 2021.

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

LESSOR:

_____
MARSHALL LONG, Chair
Mariposa County Board of Supervisors

LESSEE:

_____
RICHARD ORTIZ

_____
CARLOS ORTIZ

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Hornitos-Graz lse Second Amendment (RES-2023-85 : Approve Fourth Amendment to Lease Agreement for Hornitos Grazing

Attachment: Hornitos-Graz lse First Amendment (RES-2023-85 : Approve Fourth Amendment to Lease Agreement for Hornitos Grazing Lease

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made and entered into this ____ day of January, 2020 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**Lessor**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**Lessee**".

WHEREAS, Lessor and **Lessee** have heretofore entered into a Lease Agreement dated September 10, 2013, wherein **Lessee** leased certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area for the sole purpose of grazing cattle; and

WHEREAS, Lessor and **Lessee** desire to amend said Lease Agreement to extend the term of the Agreement and to change the compensation to be provided to **Lessor**.

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

1. Paragraph II, "TERM", is hereby amended to extend the term of the Lease Agreement for one additional year terminating on December 31, 2020.

2. Paragraph III, "CONSIDERATION", is hereby amended to provide that an additional Two Thousand Six Hundred One Dollars ($2,601) will be added to the original amount of Two Thousand Six Hundred One Dollars ($2,601), making the total compensation paid to **Lessor** Five Thousand Two Hundred Two Dollars and 00/100 ($5,202.00).

3. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to January 1, 2020.

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

LESSOR:

_____
KEVIN CANN, Chair
Mariposa County Board of Supervisors

LESSEE:

_____
RICHARD ORTIZ

_____
CARLOS ORTIZ

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2013-377

MEETING: September 3, 2013

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Opening of Sealed Bids for Hornitos Grazing Lease

RECOMMENDATION AND JUSTIFICATION:
Resolution authorizing the Board to open the sealed bids received for the property located in Hornitos in open session and accept or reject the highest bid and possibly offer a five year lease to highest bidder.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 4, 2013, the Board directed County Counsel to proceed with the process of leasing APN 011-190-011 for grazing purposes. On July 9, 2013, the Board adopted a Resolution of Intention to lease real property (approximately 153 acres) located in the Hornitos area. All sealed proposals were to be accepted until noon on Friday, August 16, 2013.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
None

CAO RECOMMENDATION
Requested Action Recommended

Rick Benson, County Administrative Officer 8/29/2013

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Janet Bibby, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier

Attachment: Hornitos Grazing Agt-Ortiz (RES-2023-85 : Approve Fourth Amendment to Lease Agreement for Hornitos Grazing Lease and

County Property - Lease Property CSA 1-M (RO

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 10th day of September, 2013 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**LESSOR**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**LESSEE**".

WITNESSETH:

I. DESCRIPTION OF PREMISES

LESSOR leases to **LESSEE**, and **LESSEE** hires from **LESSOR**, as herein provided, that certain real property described as follows (hereinafter "PREMISES"):

> Assessor's Parcel Number 011-190-011 in the Hornitos area and as more particularly described in Exhibit "A" attached hereto.

II. TERM

The term of this **LEASE AGREEMENT** is five (5) years beginning the 1st day of January 2014 and ending the 31st day of December 2019.

III. CONSIDERATION

The consideration for this **LEASE AGREEMENT** shall be TWO THOUSAND SIX HUNDRED ONE DOLLARS ($2,601) per year to be paid on or before January 1st of each year.

IV. USE OF PREMISES

The **PREMISES** are leased to be solely used for grazing purposes, and **LESSEE** agrees to restrict use to such purpose and not to permit the use of the **PREMISES** for any other purpose without first obtaining the consent in writing of **LESSOR**.

V. NO WASTE, NUISANCE, OR UNLAWFUL USE

LESSEE shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall he use or allow to be used the **PREMISES** for an unlawful purpose.

Attachment: Hornitos Grazing Agt-Ortiz (RES-2023-85 : Approve Fourth Amendment to Lease Agreement for Hornitos Grazing Lease and

VI. POSSESSORY INTEREST

LESSEE recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the Leased **PREMISES**. **LESSOR** expresses no opinion on the taxable affect of this Lease.

VII NON-LIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND SAVE HARMLESS CLAUSE

LESSEE agrees to indemnify, protect, defend and hold **LESSOR**, its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including, but not limited to, all costs of defense thereof, caused by, arising out of, or in any way related to **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, actions, losses, damages and costs, claims, demands, actions, losses, damages, and costs of any type or nature.

VIII. INSURANCE

LESSEE will certify that the following insurance coverages are in effect as of to the commencement of this Lease and any right of occupancy of the **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect, a general liability policy of at least Five Hundred Thousand Dollars ($500,000) combined limit for bodily injury and property damage, provided that the **LESSOR**, its officers, employees and agents are to be named additional insureds under the policy, and that the policy shall stipulate that this insurance will operate as primary insurance, and that no other insurance effected by **LESSOR** or other named insureds will be called on to cover a loss covered thereunder.

B. **Certificate of Insurance**: All policies of insurance required above shall be written by a qualified insurance company rated 'A' or better by the Best's Insurance Rating Guide and be authorized to do business by the State of California and shall be in a form approved by **LESSOR**. **LESSEE** shall file with the **LESSOR** a certificate of insurance evidencing coverage as set forth above. **LESSEE** is required to mail a certificate of insurance, signed by an authorized representative of the issuing company,

Attachment: Hornitos Grazing Agt-Ortiz (RES-2023-85 : Approve Fourth Amendment to Lease Agreement for Hornitos Grazing Lease and

annually, to the County of Mariposa, Risk Manager, at P.O. Box 784, Mariposa, CA 95338. The following information must be included on each certificate of insurance or the coverage shall be considered incomplete:

(1) A statement that the County of Mariposa is a named insured under each policy or policies;

(2) All required dollar limits of insurance coverages shall be correctly stated;

(3) A provision that written notice of cancellation or any material change in coverage shall be delivered to **LESSOR** at least 30 days in advance of the effective date of the material change or cancellation, and that no cancellation, alteration or change of beneficiary or beneficiaries shall be made without written notice to **LESSOR**.

IX. PROHIBITION AGAINST ASSIGNMENT OR SUBLEASE OF THE PREMISES

LESSEE agrees not to assign or sublease the **PREMISES**, or any part thereof, without first obtaining **LESSOR'S** written consent, or to allow any other persons, except **LESSEE'S** agents or employees, to occupy the **PREMISES** or any part thereof, without first obtaining **LESSOR'S** written consent.

IN WITNESS WHEREOF, the **PARTIES** hereto have executed this **LEASE AGREEMENT** on the day and year first above-written.

LESSOR:

LEE STETSON, Chair
Mariposa County Board of Supervisors

LESSEE:

RICHARD ORTIZ

CARLOS ORTIZ

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Hornitos Grazing Agt-Ortiz (RES-2023-85 : Approve Fourth Amendment to Lease Agreement for Hornitos Grazing Lease and

EXHIBIT A

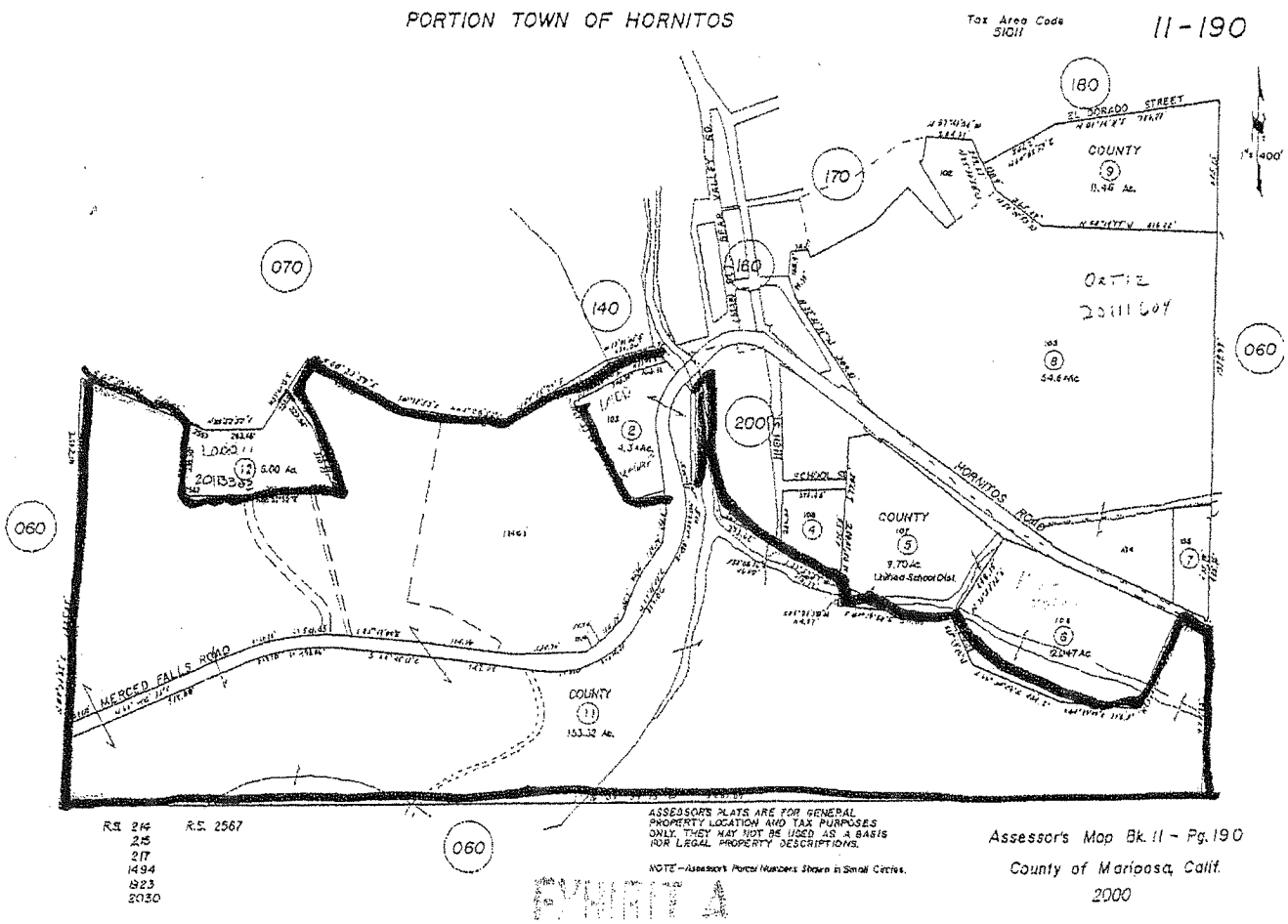


EXHIBIT A

Attachment: Hornitos Grazing Agt-Ortiz (RES-2023-85 : Approve Fourth Amendment to Lease Agreement for Hornitos Grazing Lease and

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-86

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Kene Me-Wu Operational Agreement for Domestic Violence Referrals

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RECOMMENDATION AND JUSTIFICATION:
Approve an Operational Agreement with Kene Me-Wu Family Healing Center, Inc. for domestic violence referrals; and authorize the Health and Human Services Agency Director to Sign the Agreement.

This is an Operational Agreement to coordinate referrals of Native American domestic violence or sexual assault victims. For several years the Agency has signed this operational agreement at the request of Kene Me-Wu. This Agreement facilitates cooperation between Mariposa County Health and Human Services Agency (HHSA) and Kene Me-Wu to maximize assistance for victims of domestic violence or sexual assault. In the interest to best fit Native American clients, HHSA will make referrals to Kene Me-Wu as appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the most recent Operational Agreements with Kene Me-Wu Family Healing Center, Inc. on December 14, 2021 by Resolution 2021-666.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not supporting this Agreement would hinder providing the best care to Native American clients and may jeopardize Kene Me-Wu's funding.

FINANCIAL IMPACT:
No funds will be exchanged by this Operational Agreement. There is no impact to the County General Fund.

ATTACHMENTS:
Kene Mi Wu Operational Agreement 2023 - Wcsignature (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

REF ID# 13699

KENE ME-WU
Family Healing Center, Inc.



American Indian
Domestic Violence
Sexual Assault Program

End Domestic Violence
For Future Generations

209.984.8602 tel
209.984.8608 fax

P.O. Box 4605
Sonora, CA 95370

kmwfhc@sbcglobal.net
www.facebook.com/kenemewu

Kene Me-Wu Family Healing Center, Inc.
A Native American Domestic Violence/Sexual Assault Program
and
Mariposa County Health and Human Services Agency

OPERATIONAL AGREEMENT

This operational agreement stands as evidence that Kene Me-Wu Family Healing Center, Inc. (KMWFHC), and Mariposa County Health and Human Services Agency intend to work together toward the mutual goal of providing maximum available assistance for Native American domestic violence or sexual assault victims and their children residing in Mariposa County. Both agencies believe that cooperative provision of services for domestic violence or sexual assault victims and their families, as described, will further this goal. To this end, each agency agrees to coordinating/providing the following:

- ⊕ When necessary and deemed appropriate, Kene Me-Wu Family Healing Center, Inc. agrees to provide services to Native American victims of domestic violence referred by Mariposa County Health and Human Services Agency.
- ⊕ Kene Me-Wu Family Healing Center, Inc. staff will report abused children to Mariposa County Health and Human Services Agency.
- ⊕ Kene Me-Wu Family Healing Center, Inc. will make available, through a 24-hour crisis line, **1-800-792-7776**, referral and advocacy to Native American victims of domestic violence referred by Mariposa County Health and Human Services Agency.
- ⊕ Kene Me-Wu Family Healing Center, Inc. and Mariposa County Health and Human Services Agency will participate in cross training to exchange information regarding domestic violence/sexual assault with Native American Families.
- ⊕ Kene Me-Wu Family Healing Center, Inc. can make available written material to Mariposa County Health and Human Services Agency personnel to provide Native American domestic violence or sexual assault victims.

The undersigned, as authorized representatives of Kene Me-Wu Family Healing Center, Inc. and Mariposa County Health and Human Services Agency, do hereby approve this document for a period, beginning January 1, 2023 through December 31, 2023.

Judith Beaton — 9/16/2022

Kene Me-Wu Family Healing Center, Inc. — Date

Mariposa County Health and Human Services Agency — Date

Attachment: Kene Mi Wu Operational Agreement 2023 - Wcsignature (RES-2023-86 : Kene Me-Wu Operational Agreement for Domestic Violence

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-87

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve County-Based Medi-Cal Administrative Activities (CMAA) Participation Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with the Department of Health Care Services (DHCS) to permit County of Mariposa to participate in County-Based Medi-Cal Administrative Activities (CMAA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Mariposa is to permit the Local Governmental Agency (LGA) to participate in the CMAA program under California's Medi-Cal program.

The Health and Human Services Agency (HHSA) Health Division received approval of the program funding to expand services and revenue by providing County-Based Medi-Cal Administrative Activities (CMAA). HHSA has been allocated $1,800,000 to perform a variety of Medi-Cal outreach and enrollment activities during the term of July 1, 2020 through June 30, 2023. Performing these activities to outreach and enroll more county Medi-Cal beneficiaries provides two key benefits: improved health care options for county residents and potential greater Medi-Cal revenue for county health care providers, including HHSA.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the current agreement on October 6, 2020, through Resolution No. 2020-593.

Board of Supervisors approved an amendment to the current agreement on April 5, 2022 through Resolution No. 2022-211.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement not approved, the Agency will be non-compliant in program requirements and forego the expansion of services and the additional $1,800,000 in revenue.

REF ID# 13760

FINANCIAL IMPACT:
There will be no impact to the County General Fund.

ATTACHMENTS:
CMAA EVERGREEN Participation Agreement - Mariposa County (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

State of California—Health and Human Services Agency

Department of Health Care Services

County-based Medi-Cal Administrative Activities (CMAA)

Program Participation Agreement

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

County of: Mariposa

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Mariposa is to permit the Local Governmental Agency (LGA) to participate in the CMAA program under California's Medi-Cal program.

ARTICLE II – AUTHORITY

This PA is authorized pursuant to and in accordance with 2 Code of Federal Regulations, part 200 et seq.; 42 Code of Federal Regulations, part 433; Welfare and Institutions Code section 14132.47; DHCS issued policy and guidance, including but not limited to the CMAA Operational Plan, Policy and Procedure Letters (PPLs) published by the CMAA program; and any other applicable federal and state laws and regulations.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective as of July 1, 2020.

2. Upon the execution of this PA, both the LGA and DHCS agree to abandon and terminate the current Contract 20-10000 A01.

3. This PA will remain in effect until terminated by either party pursuant to this article subject to the requirements and conditions set forth in this PA.

4. Termination Without Cause:

   Either party may terminate this PA without cause by issuing a written notification to the other party of the intent to terminate the PA at least 30-days prior to the termination date. Termination shall result in the LGA's immediate withdrawal from the CMAA program on the termination date and exclusion from further participation in the CMAA program unless and until the LGA is reinstated by DHCS in the CMAA program. DHCS will continue to reimburse allowable claims for services provided prior to termination if they are accurate and complete. LGAs will remain responsible for any recoupments due to federal/state deferrals or disallowances for claims submitted prior to termination.

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

County of: Mariposa

5. Termination With Cause:

DHCS may terminate this PA for cause, effective immediately, if the LGA fails to comply with any of the terms of this PA. Furthermore, DHCS may terminate this PA for cause, effective immediately, if DHCS determines that the LGA does not meet the requirements for participation in the CMAA program, the LGA has not submitted a valid reimbursement claim to the CMAA program, or the LGA is unable to certify that the claims are eligible for federal funds. Termination will result in the LGA's immediate withdrawal and exclusion from further participation in the CMAA program.

The conviction of an employee, subcontractor, or authorized agent of the LGA, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in the CMAA program. Failure of the LGA to exclude a convicted individual from participation in the CMAA program shall constitute a breach of contract and DHCS may terminate this PA with cause.

Finally, DHCS may terminate this PA with cause in the event that DHCS determines that the LGA, or any employee or contractor working with the LGA has violated the laws, regulations or rules governing the CMAA program. In cases where DHCS determines that the health and welfare of Medi-Cal beneficiaries or of the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made this determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

ARTICLE IV – PROJECT REPRESENTATIVES

Matthew Jones, Chief
County-Based Medi-Cal Administrative Activities Unit
Local Governmental Financing Division
Department of Health Care Services
Telephone: (916) 345-7867
E-Mail: Matthew.Jones@dhcs.ca.gov

Direct all inquiries and notices to:

County-Based Claiming & Inmate Services Section
Tyler Shimizu, CMAA Analyst
1501 Capitol Ave., MS 4603
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-8692
E-Mail: Tyler.Shimizu@dhcs.ca.gov

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

County of: Mariposa

County of Mariposa
Attn: Sarah Higgs
Account Technician
5362 Lemee Lane
Mariposa, CA 95338
Telephone: (209) 742-0826
E-Mail: shiggs@mariposahsc.org

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Participation Agreement.

ARTICLE V – LGA RESPONSIBILITIES

1. The LGA shall comply with all provisions of the CMAA Operational Plan, the CMAA and Targeted Case Management (TCM) Time Survey Methodology, DHCS Policy and Procedure Letters (PPLs), state issued policy directives, 42 United States Code Section 1396 et seq., 42 Code of Federal Regulations part 400 et seq., 45 Code of Federal Regulations part 95 et seq., 2 Code of Federal Regulations part 200 et. seq., relevant portions of Welfare and Institutions Code, Chapter 7 (commencing with section 14000) and Chapter 8 (commencing with section 14200), and the relevant portions of the California Code of Regulations, title 22, section 50000 et seq., all as periodically amended.

2. The LGA shall adhere to the Business Associate Agreement (BAA) and its attachments, and any subsequent updates, which are incorporated herein as Exhibit A and made part of this PA by reference. The BAA may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the LGA with copies of the BAA at the time or before the PA is presented to the LGA for review, acceptance, and signature and will require acknowledgement of receipt by the LGA. Periodic updates to the BAA that are not electronically accessible via the Internet, an extranet link, or other mechanism will be presented to the LGA under separate cover and acknowledgement of receipt will be required. DHCS will maintain a copy of the BAA referenced herein and any subsequent updates. Data released to LGAs per the BAA is to be used solely for the purpose of verifying the Medi-Cal eligibility, Federal Financial Participation eligibility, Managed Care Plan designations, and identifying beneficiaries with alternate format needs, if applicable. The data elements used are listed in Attachment A to the BAA.

3. The LGA must ensure all applicable state and federal requirements are met with regard to expense allowability and fiscal documentation.

    A. The LGA must ensure that all claims submitted to DHCS for reimbursement include only allowable reimbursable activities as detailed in the CMAA Operational Plan.

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

B. CMAA invoices from the LGA submitted to and accepted by DHCS for payment, shall not be deemed evidence of an agreement of allowable costs.

C. Supporting documentation of all amounts invoiced shall be maintained for review and audit, and supplied to DHCS upon request, pursuant to this PA to permit a determination of expense allowability.

i. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate, according to Generally Accepted Accounting Principles or practices, all questioned costs may be disallowed and payment may be withheld or recouped by DHCS. Upon receipt of adequate documentation supporting a disallowed or questioned expense, reimbursement may resume for the amount substantiated and deemed allowable reimbursement.

D. Federal regulations require that all records in support of allowable CMAA claims must be maintained for a minimum of three fiscal years after the end of the quarter in which the LGA receives reimbursement from DHCS for the last revised or corrected quarterly invoice, or later if required by DHCS directive or until a State or federal audit is completed.

4. LGA will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

5. The LGA assures DHCS that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. As a condition of participation in the CMAA program, and in recognition of costs incurred administering the CMAA program, the LGAs shall pay an annual participation fee through a mechanism agreed to by DHCS and LGAs, or, if no agreement is reached by August 1 of each year, directly to DHCS.

A. The participation fee shall be used to cover the cost of administering the CMAA program, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

B. The amount of the participation fee shall be based upon the anticipated DHCS salaries, benefits, operating expenses, and equipment necessary to administer the CMAA program and other costs related to that process.

7. At times, the LGA may find it necessary to enter into subcontracts with other organizations, such as Community Benefit Organizations (CBOs), to perform CMAA. The LGA agrees that any subcontracts created for this purpose will comply with the following requirements. Additionally, the LGA agrees to ensure that elected subcontractors adhere to the same federal and state rules and regulations as the LGA.

   A. Any and all subcontracts entered into to perform allowable CMAA activities must be made available for DHCS or federal review.

   B. The LGA is responsible for the acts and omissions of its employees or subcontractors.

   C. Contracts between the LGA and subcontractors must not include any employees who have been convicted of a felony or a misdemeanor involving fraud or abuse of any Medi-Cal applicant or beneficiary or abuse of the Medi-Cal program, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude a convicted individual from participation in the Medi-Cal Administrative program shall constitute a breach and may subject this PA to termination pursuant to Article III, Provision 4.

      i. An employee shall continue to be excluded from the CMAA program, regardless of any subsequent court order pursuant to section 1203.4 of the Penal Code allowing the employee to withdraw his or her plea of guilty and to enter a plea of guilty or not guilty, or setting aside the verdict of guilty or dismissing the accusation, information or indictment.

   D. Contracts between the LGA and subcontractors must not include any employees of either party who have been suspended or excluded from participation in the Medi-Cal, Medicaid, or Medicare programs, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude a suspended or excluded employee from participation in the CMAA program shall constitute a breach and may subject this PA to termination pursuant to Article III, Provision 4.

   E. Any contracts between the LGA and subcontractors must not include any employees of either party whose license, certificate, or registration has been revoked, suspended, or restricted if the license, certificate, or registration is required for Medi-Cal administrative activities, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted from the CMAA program may constitute a breach and subject this PA to termination pursuant to Article III, Provision 4.

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

County of: Mariposa

ARTICLE VI – DHCS RESPONSIBILITIES

1. DHCS will remit payment to the LGA for eligible activities performed in accordance with the CMAA program and billed in accordance with applicable claim submission requirements found in the CMAA Operational Plan and PPLs issued by the CMAA program. In addition, DHCS will provide time survey training and invoice training to the LGA coordinators.

ARTICLE VII – FISCAL PROVISIONS

1. The LGA will be reimbursed for actual quarterly CMAA expenditures incurred in accordance with the allowable costs specified herein pursuant to the certified public expenditure provisions and the CMAA Invoice provisions of the CMAA Operational Plan, quarterly time survey results based on the CMAA/TCM Time Survey Methodology, and PPLs issued by the CMAA program.

2. CMAA invoices shall include this agreement number and shall be submitted quarterly on a schedule established by DHCS. Invoices shall be submitted to DHCS electronically through the DHCS Secure File Transfer drop site.

3. Payments due to DHCS must be submitted to:

U.S. Mail	**Overnight Mail**
Tyler Shimizu	Tyler Shimizu
Department of Health Care Services	Department of Health Care Services
Local Governmental Financing Division	Local Governmental Financing Division
County-Based Claiming and Inmate Services Section	County-Based Claiming and Inmate Services Section
MS 2826	MS 2826
PO Box 997436	1501 Capitol Avenue
Sacramento, CA 95899-7436	Sacramento, CA 95814-5005

4. LGAs and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. § 200, and, specifically, 2 C.F.R. § 200.330). Consequently, as contractors, and distinguished from subrecipients, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.

5. Submission of a falsified CMAA invoice by an LGA shall constitute a breach and grounds for termination of this PA pursuant to Article III, Provision 4. Submission of a CMAA invoice without supporting documentation by an LGA may constitute a breach and grounds for termination of this PA pursuant to Article III, Provision 4.

ARTICLE VIII – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for the CMAA

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

program, this PA shall be of no further force and effect. In such event, DHCS shall unequivocally have no liability to pay any funds to the LGA or to furnish any other considerations under the PA and the LGA shall not be obligated to perform any provisions of this PA.

2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of the CMAA program, DHCS shall have the option to either cancel this PA, with no liability to DHCS; or offer the LGA an amendment to the PA that reflects the reduced amount.

ARTICLE IX – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the LGA shall cooperate with DHCS in replying to and complying with any federal audit exception related to the CMAA program. The LGA shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The LGA shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties, shall be payable on demand from DHCS.

2. If the LGA fails to remit payment, including any interest and penalties, pursuant to a federal audit disallowance following a demand for such payment from DHCS; DHCS has the option to terminate this PA, withhold future payments to the LGA for services rendered, or recoup payments made to the LGA for services rendered under the CMAA program.

ARTICLE X – AMENDMENT

1. This PA and any exhibits attached hereto shall constitute the entire agreement among the parties regarding the CMAA program and supersedes any prior or contemporaneous understanding or agreement with respect to the CMAA program and may be amended only by a written amendment to this PA.

2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XI – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PA.

2. The interpretation and performance of this PA shall be governed by the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

County of: Mariposa

ARTICLE XII – INDEMNIFICATION

1. It is agreed that the LGA shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the LGA, its officers, employees, or agents.

ARTICLE XIII – AVOIDANCE OF CONFLICTS OF INTEREST

1. The LGA is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.6 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to California Code of Regulations, title 22, section 51466.

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

County of: Mariposa

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

LGA Name: _____

_____
Name of Authorized Representative
(Person legally authorized to bind contracts for the LGA)

_____
Title of Authorized Representative

_____
Signature of Authorized Representative

_____
Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

_____
Signature of the DHCS Authorized Representative

Brian Fitzgerald, Chief, Local Governmental Financing Division
Typed or Printed Name/Title of the DHCS Authorized Representative

_____
Date

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

DEPARTMENT OF HEALTH CARE SERVICES

HIPAA Business Associate Addendum

Attachment A

The following data files will be provided pursuant to this Agreement:

Local Government Agency (LGA)

LGAs will receive the following data elements from DHCS through the MOVEit eTransfer System for client data uploaded into LGAs' MOVEit accounts:

1. Social Security Number
2. Last Name
3. First Name
4. Middle Initials
5. Date of Birth (CCYYMMDD)
6. CMAA Match Indicator
7. CMAA Rec Eligibility Indicator
8. Current Month CMAA Eligibility Indicator
9. 23 Prior Months CMAA Eligibility Indicators
10. MEDS Current Renewal Date
11. Fee For Service or Managed Care Indicator
12. Current HCP Plan Code
13. Federal Financial Participation Qualified Status Indicator
14. Alternate Format Selection Description

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

Business Associate Addendum

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

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

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

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

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

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

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

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

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

7. Permitted Uses and Disclosures of PHI by Business Associate

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

7.1 Specific Use and Disclosure Provisions

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

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

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

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

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

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

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

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure

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

9.2 Safeguards and Security

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

9.2.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the Computer Security Resource Center website.

9.2.3 Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

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

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

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

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

9.3 Business Associate's Agent

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

10. Mitigation of Harmful Effects

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

11. Access to PHI

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI

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

13. Accounting for Disclosures

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

14. Compliance with DHCS Obligations

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

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

15. Access to Practices, Books and Records

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

16. Return or Destroy PHI on Termination; Survival

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

17. Special Provision for SSA Data

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

18. Breaches and Security Incidents

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS

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

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18.1.2 Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

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

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

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

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online here at the DHCS Data Privacy webpage.

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

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

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

18.2 Investigation

Business Associate shall immediately investigate such security incident or breach.

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

18.3 Complete Report

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This “Final PIR” must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A “Supplemental PIR” may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate’s corrective action plan.

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

18.4 Notification of Individuals

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

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS

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

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

18.6 DHCS Contact Information

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

18.6.1 DHCS Program Contract Manager

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

18.6.2 DHCS Privacy Office

Privacy Office
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (916) 445-4646

18.6.3 DHCS Information Security Office

Information Security Office
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS

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

20. Audits, Inspection and Enforcement

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

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

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

21. Termination

21.1 Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

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

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

21.2 Judicial or Administrative Proceedings

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

22. Miscellaneous Provisions

22.1 Disclaimer

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

22.2 Amendment

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

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

22.3 Assistance in Litigation or Administrative Proceedings

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

22.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation

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

22.6 No Waiver of Obligations

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

Attachment: CMAA EVERGREEN Participation Agreement - Mariposa County (RES-2023-87 : Approve County-Based Medi-Cal Administrative

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-88

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Data Sharing Agreement - California Health and Wellness and Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
Approve Data Sharing Agreement with California Health and Wellness; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County, through the Health and Human Services Agency's (HHSA) Behavioral Health branch is deemed as a Mental Health Plan (MHP), as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Mental Health ("DMH") and the Department of Health Care Services ("DHCS") to enter into a Data Sharing Agreement. HHSA is a Medi-Cal managed care plan that provides health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors has approved several resolutions with California Health and Wellness over the past eight years. The most recent resolution was approved on November 8, 2022 through Resolution No. 2022-630.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the County chooses not to approve the agreement, HHSA runs the risk of non-compliance with state regulations and potential forfeiture of funding.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
Mariposa County and California Health and Wellness Draft Data Sharing Agreement Template Redline HHSA Edits 01.30.2023 (1) (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

REF ID# 13791

Attachment: Mariposa County and California Health and Wellness Draft Data Sharing Agreement Template Redline HHSA Edits 01.30.2023 (1)

DATA EXCHANGE/DATA SHARING AGREEMENT

Exchange of Information, Including PHI, Related to the Beneficiaries Receiving Behavioral Health (BH) and Substance Use Disorder or Drug Medical Organized Delivery System (SUD/DMC-ODS) Services

This DATA EXCHANGE/DATA SHARING AGREEMENT ("AGREEMENT") is made and entered into by and between the COUNTY OF MARIPOSA BEHAVIORAL HEALTH AND RECOVERY SERVICES, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY" and California Health and Wellness Plan, ("CHWP"), a health maintenance organization, whose address is 4191 E. Commerce Way, Sacramento, California 95834, (collectively the "Parties" and individually "Party") in order to implement certain provisions of Title 9 of the California Code of Regulations ("CCR").

WHEREAS, COUNTY through its Department of Behavioral Health is a Mental Health Plan, hereinafter referred to as "MHP", as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Mental Health ("DMH") and the Department of Health Care Services ("DHCS") to enter into a Data Sharing Agreement with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR; and

WHEREAS, nothing contained herein shall add to or delete from the services required by COUNTY or CHWP under each individual Party's agreement with the State ("State") of California or the provisions of State or federal law. COUNTY and CHWP agree to perform required services under said agreements with the State, to the extent not inconsistent with laws and regulations; and

WHEREAS, this AGREEMENT cannot conflict with MHP's obligations in the State/County MHP Contract, CCR Title 9, and the State Plan for the rehabilitation and Targeted Case Management outpatient; and

WHEREAS, all references in this AGREEMENT to "members" are limited to individuals assigned to or enrolled in CHWP health plan.

WHEREAS, the Centers for Medicare and Medicaid Services (CMS) approved Medicaid authorities for the California Advancing and Innovating Medi-Cal program (CalAIM).

WHEREAS, CalAIM initiatives, Enhanced Care Management (ECM), and Community Supports (CS), build upon California's previous Medi-Cal initiatives, including Whole Person Care (WPC) pilots and the Health Homes Program (HHP) to meet the care needs for complex care populations by addressing the physical, behavioral, and social needs of Medi-Cal members; and

WHEREAS, the Department of Health Care Services ("DHCS") issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM; and

WHEREAS, the CalAIM Incentive Payment Program is intended to support the implementation and expansion of ECM and Community Supports by incentivizing managed care plans (MCPs), in accordance with 42 CFR Section 438.6(b), to drive MCP delivery system investment in provider capacity

and delivery system infrastructure; bridge current silos across physical and behavioral health care service delivery; reduce health disparities and promote health equity; achieve improvements in quality performance; and encourage take-up of Community Supports; and

WHEREAS, the Housing and Homelessness Incentive Program (HHIP) is a voluntary Medi-Cal Managed Care Plan (MCP) Incentive Program that aims to improve health outcomes and access to whole person care services by addressing housing insecurity and instability as social determinants of health for the Medi-Cal population; and

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) is focused on implementation of payment reform, behavioral health policy changes, and bi-directional data exchange between systems of care for the purpose of improving quality and behavioral health outcomes and care coordination for Medi-Cal beneficiaries.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. TERM

This AGREEMENT shall become effective retroactively the 31st day of December 2022 and shall terminate on the 30th day of December 2024.

2. TERMINATION

A. Non-Allocation of Funds. The terms of this AGREEMENT, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this AGREEMENT terminated at any time by giving CHWP sixty (60) days advance written notice.

B. Without Cause. Under circumstances other than those set forth above, this AGREEMENT may be terminated by CHWP or COUNTY or Director of COUNTY's Department of Behavioral Health, or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities conducted pursuant to the terms and conditions of this AGREEMENT shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CHWP under this AGREEMENT, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate

Attachment: Mariposa County and California Health and Wellness Draft Data Sharing Agreement Template Redline HHSA Edits 01.30.2023 (1)

of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. However, COUNTY shall retain the right to administer AGREEMENT to verify that CHWP is performing its obligations in accordance with the terms and conditions thereof. CHWP and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this AGREEMENT.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this AGREEMENT, CHWP may be providing services to others unrelated to the COUNTY or to this AGREEMENT.

5. HOLD-HARMLESS

To the fullest extent permitted by law, CHWP 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 CHWP 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.

To the fullest extent permitted by law, County shall hold harmless, defend at its own expense, and indemnify CHWP, 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 County or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from CHWP's sole negligence or willful acts.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a party to CHWP while CHWP is providing goods or performing services under this AGREEMENT. A self-dealing transaction shall mean a transaction to which CHWP is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a party.

7. CONFIDENTIALITY

All responsibilities performed by the Parties under this AGREEMENT shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality (local laws and regulations, still have to abide by state laws).

8. NON-DISCRIMINATION

During the performance of this AGREEMENT, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color,

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national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age, or gender, pursuant to all applicable State and Federal statutes and regulations (local laws and regulations, still have to abide by state laws).

9. AUDITS AND INSEPCTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this AGREEMENT as may be required under State or federal law or regulation or a Party's contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this AGREEMENT and their addresses include the following:

California Health and Wellness:	COUNTY:
California Health and Wellness	COUNTY OF MARIPOSA
4191 E. Commerce Way	P.O. Box 99
Sacramento, CA 95834	Mariposa, CA 95338

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this AGREEMENT or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party.

11. PURPOSE

This AGREEMENT addresses how COUNTY and CHWP will coordinate care of Beneficiaries with behavioral health (BH) and substance use disorder (SUD), as well as member match on homelessness and housing status. Individuals with BH and SUDs have substantially higher morbidity and mortality associated with physical health problems than the general public. For many of these individuals, accessing physical healthcare services independently is a challenge and their BH and SUD service provider functions as their primary connection to the overall healthcare system.

In order to coordinate care for such Beneficiaries, the Parties must identify those Beneficiaries who are enrollees of CHWP and clients of COUNTY and its contracted Providers ("Common Members"). This AGREEMENT documents how the Parties will share information to: (a) identify Common Members in compliance with the requirements of all applicable Federal and State laws and regulations; and (b) provide coordinated care to the Common Members.

12. DATA MATCHING

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Performing a data match to identify Common Members and transmitting the results to the entities providing services to the Common Members helps achieve two important results:

a. The matched data can help alert healthcare providers to ongoing BH and SUD needs and interventions in Common Members. These BH and SUD needs, and interventions may have impact on their physical healthcare, and providing the information may facilitate consultation and collaboration between health, BH and SUD providers that can improve the health status and treatment outcomes of those served.

b. Results of this match would also provide COUNTY with information that would allow COUNTY BH and SUD Providers to more efficiently and effectively facilitate access to much needed physical healthcare services for Common Members by identifying available primary care resources.

c. Results of matching may also provide COUNTY with information that would allow CHWP and COUNTY to more efficiently and effectively member match on homelessness and housing status to better coordinate care and facilitate access to housing for Common Members by identifying available housing resources and coordinating linkages to housing supports and services.

13. PROTOCOLS GOVERNING THE EXCHANGE OF INFORMATION

CHWP shall provide to COUNTY the data described in Exhibit B, CHWP Beneficiary Data Exchange Protocol ("Protocol"). COUNTY shall use this data solely to determine whether Beneficiaries are Common Members.

a. For those Beneficiaries who are determined to be Common Members, COUNTY and CHWP shall use the data for the purposes of coordinating care.

b. For those Beneficiaries who are determined not to be Common Members, COUNTY and CHWP shall not use the data for any other purposes and shall return it to CHWP and remove it from all Systems where the data was used or stored.

CHWP and COUNTY have reviewed the attached Protocol and agree that the data described in the Protocol complies with the minimum necessary standard for both HIPAA and 42 C.F.R. Part 2.

The Parties shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Security Rule and 42 C.F.R. Part 2 in transmitting, receiving, and maintaining Protected Health Information (PHI) exchanged in accordance with the Protocol.

The Parties shall ensure that client releases of information are in place via a release form which is compliant with both HIPAA and 42 C.F.R. Part 2.

The Parties shall establish a 42 C.F.R. Part 2-compliant consent management system to provide a sharing platform that meets local, state, and federal rules and regulations for exchanging BH and SUD information.

14. HIPAA OBLIGATIONS OF THE PARTIES

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CHWP and COUNTY acknowledge that each is a covered entity under HIPAA, and each acknowledges their independent obligations to comply with HIPAA.

Each party represents that it has implemented reasonable safeguards to protect the privacy and security of PHI, (including, but not limited to, electronic PHI), received from or transmitted by the other party and to prevent unpermitted uses or disclosures of such PHI.

15. BUSINESS ASSOCIATE OBLIGATIONS

The Parties acknowledge that for the purposes of conducting the data matching, COUNTY shall be acting in the capacity of a Business Associate of CHWP, with respect to the receipt of PHI for Beneficiaries who are not Common Members.

The Parties shall enter into a Business Associate Agreement for the data matching requirements.

Upon completion of the data matching, COUNTY shall not retain any PHI for CHWP Beneficiaries who are not Common Members. Such PHI shall be destroyed or returned in accordance with the terms of the Business Associate Agreement.

16. TERMS

The technical implementation outlined in the AGREEMENT will commence upon the adoption of a Universal Release Form and associated protocol by CHWP and COUNTY.

If the Universal Release Form and associated protocol are configured through a Health Information Exchange (HIE), then the data sharing process may be modified to align with HIE functionality.

17. ENTIRE AGREEMENT

This AGREEMENT including all Exhibits and Attachments set forth below constitutes the entire AGREEMENT between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this AGREEMENT.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

California Health and Wellness	**County of Mariposa** (Legibly Print Name of Provider)
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
	Tax Identification Number:

Included in Agreement	Attachment/Exhibit
X	**Exhibit A:** California Data Exchange Framework (DxF) Data Sharing Agreement Language (https://www.chhs.ca.gov/data-exchange-framework/)
X	**Exhibit B:** CHWP Beneficiary Data Exchange Protocol – Behavioral Health and SUD Services Data
X	**Exhibit C:** CHWP Beneficiary Data Exchange Protocol – Housing Status and Housing Program/Services Data
X	**Exhibit D:** Certificate of Data Destruction

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EXHIBIT A

DATA SHARING AGREEMENT

(CALIFORNIA DATA EXCHANGE FRAMEWORK (DxF) DATA SHARING AGREEMENT)

1. PARTIES

(a) The "Parties", in accordance with this single Data Sharing Agreement (DSA) are required or can elect to exchange Health and Social Information, as defined by this DSA within the State of California.

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 datasharing 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 HumanServices Agency to encourage the inclusion of county health, public benefit, and social services as part of the Data Exchange Framework.

(b) Welfare and Institutions Code §14184.102 and Penal Code §4011.11, were also enacted in 2021 to support CalAIM and the sharing of information between County Agencies and the Managed Care Plan;

(c) Department of Health Care Services ("DHCS") issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM;

(d) This Agreement addresses how the Parties will share information to coordinate care of Medi-Cal Members while supporting CalAIM initiative and remaining in compliance with all applicable federal and state laws." (local laws and regulations, still have to abide by state laws). This Agreement setsforth a common set of terms, conditions, and obligations to support secure real-time access to, or exchange of Information (as defined below) between and among the parties. Nothing inthis Agreement is intended to replace or supersede any existing or future agreement between or among the Party that provides for more extensive data exchange than that required under this Agreement.

3. DEFINITIONS

"Agreement" shall mean this Data Sharing Agreement.

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"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.

"Behavioral Health Services (or "Behavioral Health") - Mental Health Services provided pursuant to Section 51341 of Title 22 of the California Code of Regulations and Drug Medi-Cal substance abuse services provided pursuant to Section 51341.1 of Title 22 of the California Code of Regulations and any mental health benefits and substance abuse available under the Medi-Cal Program. **"Breach"** shall mean the unauthorized acquisition, access, disclosure, or use of Health and Social ServicesInformation as set forth in the Policies and Procedures.

"Confidentiality of Medical Information Act" (CMIA) - A State law, California Civil Code Section 56 et. seq., which governs the confidentiality of medical information, as defined therein; this law specifies when medical information is required and permitted to be disclosed by health care providers and others.

"**Confidential Party Information**" shall mean proprietary or confidential materials or information of a party in any medium or format that a party labels as such upon disclosure or that given thenature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. Notwithstanding any label to the contrary, Confidential Party 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 entitledto disclose it; is already known to a Receiving Party before receipt from the disclosing party as documented by the Receiving Party's written records; or is independently developed by a Receiving Partywithout 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 December 31, 2022.

"Governance Entity" shall mean the California Department of Health Care Services (DHCS), its official policy letters, laws and regulations of the State of California.

"**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 relatedto 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

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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.

"Minimum Necessary Rule" shall mean Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

"**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).

"**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..

"**Recipient**" shall mean a Party 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 determinantsof health and social drivers of health, including but not limited to housing, foster care, nutrition, access to food, transportation, employment, and other social needs.

"**Submitter**" shall mean a Party that submits Health and Social Services Information to a Recipient.

"**System**" shall mean software, portal, platform, or other electronic medium controlled by a Party through which the Party conducts Health and Social Services Information exchange-related activities.For purposes of this definition, it shall not matter whether the Party 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 Parties 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 andSocial Services Information pursuant to this Agreement, shall be set forth in "Exhibit B" [the Policies and Procedures.]

5. POLICIES AND PROCEDURES AND SPECIFICATIONS

(a) *Compliance with Terms of this Agreement*. Parties shall at all times abide by this Agreement, including the Policies and Procedures and Specifications.

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(b) *Incorporation; Modifications*. The Policies and Procedures, the Specifications, and any future updates to either of them is 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 andProcedures 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, Party shall not disclose PHI or PII to another Party unless a legally valid "Authorization" (Authorization for Disclosure (AFD) / consent form) has been obtained. For the avoidance of doubt, Party 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. For the understanding of the Recipient regarding the exchange of data to coordinate care for Beneficiaries, including protocols governing the secure and legally permissible exchange of information, to ensure coordination of physical health, mental health, and substance abuse services. Patient Authorization for Disclosure (AFD) forms for data sharing and re-disclosure will be maintained and retained at the Provider level. 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 Party shall engage in the exchange of Health and Social Services Information as set forth in the Policies and Procedures, through this agreement. Each Party agrees to comply with all the minimum requirements for data exchange set forth in the Policies and Procedures or Specifications.

(b) Parties 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 Party shall at all times fully comply with all Applicable Law relatingto this Agreement and the use of Health and Social Services Information.

(b) *Safeguards.* Each Party shall be responsible for maintaining a secure environment that supports the exchange of PHI or PII as set forth in the Policies and Procedures. And to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses, or transmits data, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement.

(c) *Individual User Education.* Parties shall use tools, resources, and technical assistance made available by the California Health and Human Services Agency to help Individual Users and/or theirPersonal Representatives understand the benefits of information sharing and for obtaining informed consent.

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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, as defined in 45 CFR section 164.514(e)(2) (such as for Treatment or Healthcare Operations), 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 IndividualUser's Authorization, or (v) is a disclosure required by Applicable Law. The "Parties" shall share Protected Health Information (PHI) as needed for the purpose of care coordination in accordance with the DSA and to the extent permitted by law, and in accordance with the regulatory requirements pertaining to 42 C.F.R Part 2 regarding re-disclosure of SUD data.

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 extentconsistent with Applicable Law.

11. COOPERATION AND NON-DISCRIMINATION

(a) Each Party shall

(i) Cooperate in good faith with the other party to implement the provisions of this AGREEMENT;

(ii) Provide such non-privileged information to the other Party 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 as needed and to the extent permitted or required under thisAgreement and Applicable Law;

(iv) Devote such time as may reasonably be requested to review information, meet with, respond to, and advise the other Party with respect to activities as they relate to this AGREEMENT;

(v) Provide such reasonable assistance as may be requestedwhenperforming activities as they relate to this Agreement; and

(vi) Provide any requested information and assistance to the Party in the investigation of breaches and disputes, subject to a Party's right to restrict orcondition its cooperation or disclosure of information in the interest of (A) preserving privileges in any foreseeable dispute or litigation or (B) protecting its Confidential Party Information. In no case shall aParty be required to disclose PHI or PII in violation of Applicable Law.

(b) In seeking another Party's cooperation, each Party shall make all reasonable efforts to accommodate the other Party's schedules and reasonable operational concerns. A Partyshall promptly report, in writing, to the other Party, any problems or issuesthat arise in working with the other Party's

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employees, agents, or subcontractors that threaten to delayor otherwise adversely impact a Party's ability to fulfill its responsibilities under this Agreement. Thiswriting shall set forth in detail and with clarity the problems that the Party has identified.

(c) *Prohibition on Exclusivity*. A Party may not require exclusivity or otherwise prohibit(or attempt to prohibit) the other Party, 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*. Parties shall not unfairly or unreasonably limit exchange or interoperability with the other Party 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 Party to send or receive Health and Social Services Information with the other Party 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) Parties 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 Parties' compliance with their obligations under this Agreement. Unless prohibited by Applicable Law, Parties 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 furtheranceof its monitoring and auditing activities. To the extent that any information provided by Parties to the Governance Entity in connection with such monitoring and auditing activities constitutes Confidential Party 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 Party hereby represents and warrants the following:

(a) *Execution of the Agreement*. Each Party 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 ofthe Parties affirm that they have been properly authorized and empowered to enter into this Agreement on behalf of the Party

(b) *Compliance with this Agreement*. Except to the extent prohibited by Applicable Law, eachParty shall comply fully with all provisions of this Agreement. To the extent that a Party delegates

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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 Party, to agreeto the same restrictions and conditions that apply through this Agreement to a Party. If either Party 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 violateApplicable Law, the Party may terminate this Agreement immediately upon sending written notice to the other party.

(c) *Accuracy of Health and Social Services Information*. When acting as a Submitter, each Party 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 SocialServices Information being transmitted is intended to be free from malicious software, and (ii) provided ina 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 Party discloses Health and Social Services Information to the other Party, the disclosing Party represents and warrants that it has sufficient authority to disclose such Health and Social Services Information.

(e) *Third-Party Technology*. Both Parties acknowledge that each Party 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 Party shall have agreements in place that require Third-Party Technology vendors (i) to provide reliable, stable, and secure services to the Party and (ii) to adhere to the same or similar privacy and security standards applicable to the Party pursuant to this Agreement. However, both Parties acknowledge that Third-Party Technology may be interrupted or notavailable at times and that this could prevent a Party from transmitting Health and Social Services Information. Parties 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 Party*. Either Party may terminate this Agreement, with or without cause, by giving the other party 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 thereupon and thereafter shall have no rightsunder this Agreement to exchange data with the other Party. Termination of this Agreement shall not affect any rights or obligations which by their terms should survive termination or expiration.

(d) *Enforcement Action*. The Parties 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 Party's right to exchange Health and Social Services Information under this Agreement.

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16. MISCELLANEOUS/GENERAL PROVISIONS

(a) *Governing Law*. The construction, interpretation and performance of this Agreement shallbe governed and enforced pursuant to the laws of the State of California, without giving effect to its conflictsof laws provisions, except to the extent California law is preempted by any provision of federal law.

(b) *Jurisdiction and Venue*. This agreement has been entered into and is to be performed in the County of Mariposa. Accordingly, the parties agree that the venue of any action relating to this agreement shall be in the County of Mariposa.

(c) *Assignment*. No party shall assign or transfer this Agreement, or any part thereof, without the express written consent of the other party, 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 shalloperate 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 bedeemed to explain, limit, or amplify the provisions of this Agreement.

(g) *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.

(h) *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.

(i) *Counterparts*. This Agreement may be executed in one or more counterparts, each of whichshall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart.

(j) *Third-Party Beneficiaries*. With the exception of the parties to this Agreement, there shallexist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtueof this Agreement.

(k) *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.

(l) *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).

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EXHIBIT B

CHWP BENEFICIARY DATA EXCHANHGE PROTOCOL
(BEHAVIORAL HEALTH AND SUBSTANCE USE DISORDER SERVICES DATA)

1. Background

This document describes the data exchange protocol for the purpose of coordinating physical health, primary care, and specialty BH and SUD care among Common Members.

2. Data Exchange-Data Matching

Demographic Data. COUNTY will provide a secured location for CHWP to place a data file of individuals identified as Beneficiaries, initially in the form of a flat text file or an X12 834 file, on an interval agreed upon by COUNTY and CHWP. The data file, referred to as the _____ TBD by CHWP's and County's IT/Data Teams_____ file shall contain the following demographic identifying elements as available. COUNTY or CHWP may revise the following list of data elements as necessary and agreed upon, without amending the entire agreement:

- Member First Name
- Member Last Name
- Member Social Security Number (Last 4 of SSN)
- Member Client Identification Number (CIN)
- Member Date of Birth
- Member Residence Address
- Member Residence City
- Member Residence State
- Member Residence Zip
- Member Gender
- Member Ethnicity
- Member Race
- Managed Care Health Plan Internal Member Number
- Primary Care Physician Name
- Primary Care Physician Contact Phone Number
- Primary Care Physician Address

Match Details. Upon receipt of the _____ TBD by CHWP's and County's IT/Data Teams_____ file, COUNTY shall load the data to the Health Agency Enterprise Data Warehouse. COUNTY shall maintain a historical table of Beneficiaries and their respective eligibility information. COUNTY shall conduct a match of concomitant Beneficiaries between CHWP and COUNTY, on an interval agreed upon by both Parties. COUNTY will use the health plan's Medi-Cal enrollment file to identify common Beneficiaries who are enrolled with CHWP and receiving BH and SUD services at COUNTY. COUNTY will provide CHWP with a file representing these common Beneficiaries. COUNTY will include Beneficiary and BH and SUD Provider contact information.

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Attachment: Mariposa County and California Health and Wellness Draft Data Sharing Agreement Template Redline HHSA Edits 01.30.2023 (1)

3. Data Exchange – Care Coordination

a. CHWP Usage. Upon completion of the match, with Common Member's consent in compliance to 42 C.F.R. Part 2 in place, COUNTY shall extract and provide (as described below), Common Members who currently have an open and active episode in the Integrated System (IS) or successor Managed Care Information System (MCIS) to CHWP in the form of a flat text file or an X12 834 file. COUNTY will provide the following elements as available. CHWP or COUNTY may revise the following list of data elements as necessary and agreed upon, without amending the entire agreement:

Member demographic data:

- Medicare-Medicaid Plan (MMP) Internal Member Number
- Member CIN
- Member Social Security Number (Last 4 of SSN)
- Member last Name
- Member First Name
- Member Gender
- Member Date of Birth
- Member Residence Address 1
- Member Residence Address 2
- Member City
- Member State
- Member Zip code
- Member Cell Phone
- Member Work Phone
- Member Home Phone
- Member ID

Member service data:

- Member CIN
- Member ID
- Claim Number
- Service Line Sequence Number
- Date of Service or Fill Date
- Distinct Procedures (Current Procedural Terminology [CPT]) or other applicable codes
- Medications (National Drug Codes [NDC]) and last date filled for the past six months
- Episode Admit Date
- Last Contact Date
- Provider Number
- Provider Name
- Service Location National Provider Identifier (NPI)
- Servicing Provider NPI
- Place of service
- Provider - Contact Name
- Provider Phone Number
- Provider Address 1

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- Provider City
- Provider State
- Provider Zip code
- Practitioner Name
- Practitioner NPI
- Claim Status

Member diagnostic data:

- Member CIN
- Member ID
- Claim Number
- Diagnosis Sequence Number
- Date of Service
- ICD Type (9 or 10)
- Distinct Diagnosis (ICD Code)

The response data file will be placed on a secure server administered and maintained by COUNTY. CHWP will retrieve the file for the purposes of coordinating Common Members care. CHWP will distribute the mental health provider contact information to its Primary Care Providers (PCP), Plan Partners and Participating Provider Groups (PPG's) as appropriate using one of the following methods:

- A list will be generated for the PCP's own assigned members and distributed via provider portal
- Data will be accessible via a Provider Portal with security controls which limit display to the PCP's assigned members based on user credentials
- A list will be generated to the Participating Provider Group (PPG) via provider portal for its respective PCPs. The PPG will then forward a list to PCPs of their respective assigned members

CHWP shall not use or disclose the information for any other purpose.

EXHIBIT C

CHWP BENEFICIARY DATA EXCHANGE PROTOCOL (HOUSING STATUS AND HOUSING PROGRAM/SERVICES DATA)

1. Background

This document describes the data exchange protocol for the purpose of performing member matching and sharing information on housing status among Common Members. COUNTY or CHWP will conduct member matching based upon agreed approach.

2. Data Elements from CHWP to COUNTY

Attachment: Mariposa County and California Health and Wellness Draft Data Sharing Agreement Template Redline HHSA Edits 01.30.2023 (1)

Demographic Data. COUNTY will provide a secured location for CHWP to place a data file of individuals identified as Beneficiaries, initially in the form of a flat text file or an X12 834 file, on an interval agreed upon by COUNTY and CHWP. The data file, referred to as the _____ TBD by CHWP's and County's IT/Data Teams_____ file shall contain the following demographic and housing status identifying elements as available. CHWP or COUNTY may revise the following list of data elements as necessary and agreed upon, without amending the entire agreement:

- Member's First Name
- Member's Middle Name
- Member's Last Name
- Member's DOB
- Member's Social Security Number (Last 4 of SSN)
- Member's Medi-Cal Client Index Number
- Member's Medi-Cal Redetermination Date
- Plan Partner Name
- Plan Partner Phone Number
- Name of the PPG the member is assigned to
- Phone Number of the PPG the member is assigned to
- Full Name of the PCP the member is assigned to (last name, first name)
- Phone Number of the PCP or Clinic the Member is assigned to
- Physical address line 1 of the member's PCP
- Physical address line 2 of the member's PCP
- Physical address City of the member's PCP
- Zip code Physical City of the member's PCP
- State Physical of the member's PCP
- Program Name
- Program eligibility effective date
- Program eligibility term date
- Program Enrollment effective date
- Program Enrollment Term date
- Servicing provider's Name
- Servicing provider's Physical address line 1
- Servicing provider's Physical address line 2
- Servicing provider's Physical City
- Servicing provider's Zip Code
- Servicing provider's State
- Servicing provider's Phone number

Match Details. Upon receipt of the _____ TBD by CHWP's and County's IT/Data Teams_____ file, COUNTY shall load the data to the_____TBD_____. COUNTY shall maintain a historical table of Beneficiaries and their respective information. COUNTY shall conduct a match of concomitant Beneficiaries between CHWP and COUNTY, on an interval agreed upon by both Parties. COUNTY will use the health plan's Medi-Cal enrollment file to identify common Beneficiaries who are enrolled with CHWP to determine housing status, program name, eligibility and services at COUNTY. COUNTY will provide CHWP with a file representing these common Beneficiaries. COUNTY will include Beneficiary contact information, housing and homelessness status.

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Attachment: Mariposa County and California Health and Wellness Draft Data Sharing Agreement Template Redline HHSA Edits 01.30.2023 (1)

3. Data Elements from COUNTY to CHWP

a. CHWP Usage. Upon completion of the match, COUNTY shall extract and provide (as described below), Common Members who currently open to services, to CHWP in the form of a flat text file or an X12 834 file. COUNTY will provide the following elements as available. COUNTY or CHWP may revise the following list of data elements as necessary and agreed upon, without amending the entire agreement:

Member Demographic File:

- Member's ID
- Member's First Name
- Member's Last Name
- Member's DOB
- Member's Social Security Number (Last 4 of SSN)
- Member's Unique Homeless Management Information System (HMIS) ID Number
- Member's Chronic Homeless Status
- Point of Contact Date
- Point of Contact Name
- Point of Contact Phone Number
- Point of Contact Email
- Point of Contact Supervisor Name
- Point of Contact Supervisor Phone Number
- Point of Contact Supervisor Email
- Point of Contact Category
- Length of Time Homeless

Project Enrollment Member File:

- Member ID
- Member Enrollment ID
- Agency Name
- Project Name
- Project Type
- Date Entered Project
- Date of Last Service in Project
- Date Exited Project
- Destination After Program Exit
- Site/Latest Location Address
- Site/Latest Location City
- Site/Latest Location State
- Site/Latest Location Zip
- Case Manager (CM) Name
- CM Phone Number
- CM Email

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The response data file will be placed on a secure server administered and maintained by COUNTY. CHWP will retrieve the file for the purposes of supporting member matching on homelessness and housing status, as well as coordinating Common Members care. CHWP will conduct member match and will send HMIS the data for the matched members. CHWP will discard/destroy/permanently delete the data received from HMIS for the members who could not be matched in CHWP system.

CHWP shall not use or disclose the information for any other purpose.

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Attachment: Mariposa County and California Health and Wellness Draft Data Sharing Agreement Template Redline HHSA Edits 01.30.2023 (1)

Attachment: Mariposa County and California Health and Wellness Draft Data Sharing Agreement Template Redline HHSA Edits 01.30.2023 (1)

Exhibit D

Certificate of Data Destruction

MCP Name: _____

MHP Name: _____

At the completion of the Data Match, all copies of the COUNTY Data and any derivative files provided to MCP by COUNTY must be destroyed promptly, within one (1) business day, after identifying the positive matches. COUNTY Data must be securely destroyed using safeguards that ensure that no recovery or reconstruction is possible. No data files, or parts of files, related to non-matched Client's information are to be retained when the files are destroyed, unless expressly authorized in writing by the COUNTY.

This completed "Certificate of Data Destruction" shall be provided to a COUNTY Point of Contact within one (1) business day of the Data Match.

I, _____, an authorized representative of

(Name of the Data Custodian)

_____, hereby certify

(Name of the MCP)

that the following data files, in their entirety, have been destroyed in compliance with the requirements of the Data Sharing Agreement between the MCP and COUNTY dated _____, so that no non-matched Client's information is retained by the MCP.

Name of File(s): _____

Description: _____

The execution of this Certificate of Data Destruction closes the Data Match completed on

_____.

(Date of Data Match)

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MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-89

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: First Amendment - Agreement with JDT Consultants, Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with JDT Consultants, Inc., increasing the agreement amount by $25,000 to a new amount not to exceed $75,000; and authorize the Board of Supervisors Chair to sign the amendment.

Contractor shall provide Therapeutic Behavioral Services (TBS) to Mariposa County children/youth who are eligible for Medi-Cal, meet criteria for TBS services and are referred by Mariposa County Health and Human Services Agency (HHSA). TBS is an intensive, one to one, face to face, short term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful life transition or life crisis and need additional, short term, specific support services. These services shall be available to children with difficult behaviors who require one to one assistance and who may be at risk of psychiatric hospitalization or in need of preservation of placement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The existing agreement with JDT Consultants, Inc. was approved on May 4, 2022 by County Administrative Officer.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Amendment is not approved, the Agency will be negatively impacted in providing vital services to this specific target population within Mariposa County.

FINANCIAL IMPACT:
These contract expenses are budgeted in the HHSA Health Services division budgets. These services are claimed to Medi-Cal and costs are offset by revenue received. There is no impact to the County General Fund.

ATTACHMENTS:
First Amendment - JDT Consultants Agreement 2023 (PDF)
JDT Consultants 2022 - Wsignatures - CAO 05.04.2022 (PDF)

REF ID# 13794

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Attachment: First Amendment - JDT Consultants Agreement 2023 (RES-2023-89 : First Amendment - Agreement with JDT Consultants, Inc.)

FIRST AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL 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 JDT Consultants, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 4, 2022, wherein Contractor agreed to provide therapeutic behavioral 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 $25,000 will be added to the original amount of $50,000, making the total compensation paid to Contractor the not to exceed amount of $75,000.

Except as herein amended, the Agreement dated May 4, 2022 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 Menetry, Chair Board of Supervisors	Jana Todd, CEO and President JDT Consultants, 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

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** May 3, 2022

From: Beth Rose **Agreement with:** JDT Consultants, 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 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 (if NOT going to the Board)?

Yes ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

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

Vendor Signator & Title: Jana Todd, CEO & President
(Name of person signing the agreement, and their title)

Vendor Email: jana.todd@jdttbs.com
(Email of signee)

For: Therapeutic Behavioral Services
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)

Term: 7/1/2022 - 6/30/2023
(Enter beginning "to" end. ***Must be 1 year 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.)

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, Under $10,000 (**MCC Section 3.08.050):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☒ $ 50,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

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

☐ **INTRA-AGENCY AGREEMENTS & MOUs (SAP 5.2.1.2)** $ _____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Attachment: JDT Consultants 2022 - Wsignatures - CAO 05.04.2022 (RES-2023-89 : First Amendment - Agreement with JDT Consultants, Inc.)

Attachment: JDT Consultants 2022 - Wsignatures - CAO 05.04.2022 (RES-2023-89 : First Amendment - Agreement with JDT Consultants, Inc.)

AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 4th day of May, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and JDT Consultants, 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, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform therapeutic behavioral 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 $50,000 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.

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 $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.

(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.

Attachment: JDT Consultants 2022 - Wsignatures - CAO 05.04.2022 (RES-2023-89 : First Amendment - Agreement with JDT Consultants, Inc.)

(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.

Attachment: JDT Consultants 2022 - Wsignatures - CAO 05.04.2022 (RES-2023-89 : First Amendment - Agreement with JDT Consultants, Inc.)

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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:
JDT Consultants, Inc.
4205 West Figarden Drive
Fresno, CA 93711
Phone: (559) 221-1680
Fax: (559) 221-4336

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

Attachment: JDT Consultants 2022 - Wsignatures - CAO 05.04.2022 (RES-2023-89 : First Amendment - Agreement with JDT Consultants, Inc.)

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 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

Attachment: JDT Consultants 2022 - Wsignatures - CAO 05.04.2022 (RES-2023-89 : First Amendment - Agreement with JDT Consultants, Inc.)

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

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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

70F6BE08B8B
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

70F6BE08B95
ZorroSign

Jana Todd, CEO and President
JDT Consultants, Inc.

APPROVED AS TO LEGAL FORM:

70F6BE08B81
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Contractor shall provide Therapeutic Behavioral Services (TBS) to Mariposa County children/youth who are eligible for Medi-Cal, meet criteria for TBS services and are referred by Mariposa County Health and Human Services Agency (HHSA).

Description of TBS

TBS is an intensive, one to one, face to face, short term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful life transition or life crisis and need additional, short term, specific support services. These services shall be available to children with difficult behaviors who require one to one assistance and who may be at risk of psychiatric hospitalization or in need of preservation of placement. TBS is not a "stand alone" service, and is intended to supplement other specialty mental health services by addressing on to three behaviors that jeopardize the child's ability to remain in his or her current home. Contractor shall provide the client with skills to effectively manage the behaviors or symptoms that are the barriers to achieving residence at the lowest appropriate level. TBS shall be provided in the client's home and other environments where the client's behaviors occur.

Staffing

Contractor will provide qualified and trained staff who are proficient in providing TBS services.

Contractor will provide the names of staff providing services and either proof of clearance for the following exclusion lists by the 5th of the month: OIG Exclusion Database, OIG Exclusion Database (waiver), California Medi-Cal Suspended and Ineligible provider list, Board of Behavioral Sciences (if applicable), National Provider Identifier Registry and the Social Security Death Master File or provide Name, Date of Birth, Social Security number and license number (if applicable) for all providers to allow the county to check the exclusion lists.

Contractor will provide proof of cleared background checks for the DOJ, CACI and FBI.

Contractor will have supervisors available to staff providing TBS during the time services are provided. County will provide supervisory contact in case the contract supervisor has a need to discuss the case.

Referrals

Contractor will accept or deny referrals within 3 business days of receipt.

Referrals from County will include: Client demographic information, Release of Information, current assessment, treatment plan with TBS interventions indicated, TBS referral form, authorization for TBS services and Medi-Cal verification print out.

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Contractor will make contact with the family within 3 days of acceptance of referral.

If Contractor is unable to meet the needs of the child/family in scope or duration Contractor will notify the county within 24 hours.

Services

Services will be provided as outlined in the client treatment plan. Contractor will communicate with the county if changes need to be made to the client treatment plan.

Services will be provided as needed 24/7 based on assessment or urgent request from the client/family.

Services may occur at any time however typically are provided 6am-8am, 3pm-9pm and on the weekends.

If the client no shows the appointment or cancels within 24 hours, the provider will document attempts in a communication note. If the client no shows/cancels two appointments in a row or has a pattern of inconsistently attending appointments, the provider will notify County to assist in scheduling and attendance.

Invoicing

Contractor will submit monthly invoices by the 15th of the following month with all progress notes for services rendered. Information to be included: date of service, time of service, duration of service, who was present at service, where service was provided and details of the service provided. All progress notes shall include progress on the identified behaviors and specific interventions utilized.

Progress notes shall be cosigned by a licensed supervisor, if the provider is not licensed.

Service Authorizations

Services without a HHSA authorized referral shall not be reimbursed. Services will be reauthorized every 30 days typically at the client's regularly scheduled Intensive Care Coordination (ICC) meeting.

Monthly reauthorization meetings shall include the following:

· Client progress toward behaviors targeted in the Plan of Care in measureable terms. The current frequency and duration of behaviors will be compared to the prior authorization period.

· Behavioral by the client as well as precipitating events that are rendering their current placement at risk will be identified and a specific intervention plan will be determined.

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· Successful interventions in decreasing the client's target behaviors during the prior review period will be discussed. Types of interventions to be employed in the next authorization period will be overviewed.

· The strategies and effectiveness of involving the client's care provider during the previous authorization period will be discussed. Additional strategies for involving the client's care provider during the upcoming authorization period will be identified.

· Then plan for titration and discontinuance of TBS in the upcoming authorization period will be determined.

· The days and hours of services will be identified.

· The next reauthorization date will be established.

Provider appeals

Contractor may appeal a denied, terminated or modified request for services from HHSA. The appeal shall be submitted to HHSA within 30 calendar days of the postmark of the notification of the denial, termination or modification. Send the appeal to:

Mariposa County Health and Human Services Agency
Attn: Quality Assurance
P.O. Box 99
Mariposa, CA 95338

Training

Contractor will provide training and consultation to identified HHSA employees to be designated by the director of HHSA in his sole discretion to provide TBS services. Training may include instruction or shadowing. Consultation may be in person or virtually to provide guidance on TBS interventions.

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Exhibit B
COST PROPOSAL

Total cost of this agreement is not to exceed $50,000. Client services will be invoiced at a rate of $2.20 per minute. Travel to the service location will be claimed at a rate of $2.20 per minute. If the client does not show for services or cancels within 24 hours and will not reschedule, the county will reimburse for 1/2 of the time that was scheduled for the appointment.

The Contractor will provide training and consultation to identified HHSA employees to be designated by the director of HHSA in his sole discretion to provide TBS services. Training may include instruction or shadowing. Consultation may be in person or virtually to provide guidance on TBS interventions. Training and consultation services will be provided at a cost of $75.00 per hour with a maximum billing of 40 hours / $3,000.

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MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Commission on Aging Re-Appointment

RECOMMENDATION AND JUSTIFICATION:

Re-Appoint Christine Kleiman-Moore to the Commission on Aging Representing the District 3 position with a Term Expiring on January 2, 2027, Coinciding with the Current District 3 Supervisor's Term; and Re-Appoint Dayla Reagan-Buell to the Commission on Aging Representing an At-Large Position with a Term Expiring on February 21, 2027.

November 16, 2021, Christine Kleiman-Moore was appointed to fill the vacant District 3 position for the remaining term of that seat, expiring January 2, 2023. Upon the expiration of the term, Ms. Kleiman-Moore has expressed that she would like to continue her work within the commission, representing the District 3 position.

February 8, 2022, Dayla Reagan-Buell was appointed to fill the vacant District 1 position for the remaining term of that seat, expiring January 2, 2023. Due to a recent move out of that district area into a district with representation, Ms. Reagan-Buell has expressed that she would like to continue her work within the commission, representing an At-Large position.

The Mariposa County Commission on Aging was established by the Mariposa County Board of Supervisors to provide a better communication arena between seniors and the community. Per the bylaws, each supervisorial district is represented by a member from that district and 5 positions will represent at-large positions.

Upon approval of this re-appointment request, all at-large positions shall be filled within this commission and vacancy notices shall be posted for the vacant district 1 and 2 positions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has historically approved any requests to appoint or re-appoint members to the Commission on Aging.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

This commission will not have representation for the district 3 position as well as one

Agenda Item - No Resolution Requested 2023-22

of it's At-Large positions and the roster will continue to reflect these vacancies to the public.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-90

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Memorandum of Understading (MOU) Between Probation and HHSA

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) Between the Mariposa County Health and Human Services Agency and Mariposa County Probation to Meet Requirements for Foster Care and Title IV-E Claims, WIC 241.1 Joint Assessment Protocols, Delinquency Court and Non-Minor Dependents (NMDs), and Other Federal and State Requirements Regarding Children and Youth in the Care of Either Department; and Authorize the Board of Supervisors Chair to Sign the MOU.

The MOU outlines the roles and responsibilities of Mariposa County Health and Human Services Agency and Mariposa County Probation to meet federal and state requirements for the care of youth under the supervision of Probation, a youth who is determined to be a reasonable candidate for foster care, or a youth placed in a short-term residential therapeutic program. The MOU also outlines the responsibilities of each department to work together to complete joint assessments, to meet juvenile court needs, and to provide other assistance that serve the needs of the child or youth.

Federal and state regulations require that a written agreement be in effect between the Probation department and the county welfare department in order to claim Aid to Families with Dependent Children-Foster Care Program (AFDC-FC) costs of care for foster youth supervised by the Probation Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved similar MOUs in the past between county departments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The lack of a written agreement will affect the ability to claim federal and/or state funding for costs of care of youth supervised by the Probation Department.

FINANCIAL IMPACT:
There is no financial impact to the County General Fund.

ATTACHMENTS:
2023 Probation and HHSA MOU (PDF)
Approved as to Form Email Chain (PDF)

REF ID# 13789

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MEMORANDUM OF UNDERSTANDING BETWEEN MARIPOSA COUNTY PROBATION DEPARTMENT AND MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY

This Memorandum of Understanding (MOU) is made and entered into between the Mariposa County Departments of Probation (Probation) and Health & Human Services Agency (HHSA), individually a "Party", and collectively the "Parties."

WHEREAS, Probation and HHSA seek to enter into this MOU to establish agreements in the following areas: 1) foster care and Title IV-E claims, 2) Section 241.1 protocols, 3) delinquency court and non-minor dependents, and 4) usage and participation in Credit Report, Resource Family Approval, Continuum of Care, Child and Family Team, and Independent Living Program services for juvenile and non-minor dependents.

I. FOSTER CARE AND TITLE IV-E CLAIMS

Authority: Welfare and Institutions Code Sections 727, 11450, 11404(a); Social Security Act, Title IV, Part E; Social Security Act, Section 472; CDSS Eligibility and Assistance Standards 45-202.612 and 45-203.512

The parties hereto agree as follows:

HHSA is responsible for administering the Aid to Families with Dependent Children-Foster Care Program (AFDC-FC), including the determination of eligibility and the payment of aid, and for assuring that services are provided for youth in foster care for whom AFDC-FC is paid; and

Section 727 of the California Welfare and Institutions Code specifies that the juvenile court may order the care, custody, and control of wards of the court to be under the supervision of the probation officer for placement of the minor in suitable foster care homes or facilities; and

Part E of Title IV of the Social Security Act provides federal funds and state law (California Welfare and Institutions Code 11450) provides state funds for AFDC-FC payments for certain youth living in specified family homes or Short-Term Residential Therapeutic Programs (STRTPs); and

Part E of Title IV of the Social Security Act provides federal funds for specified administrative services to youth at risk of requiring foster care services; and

Section 472 of the Social Security Act, California Welfare and Institutions Code Section 11404(a) and California Department of Social Services (CDSS) Eligibility and Assistance Standards (EAS) 45-202.612 and 45-203.512 require that a written agreement be in effect between the Probation Department and the Health & Human Services Agency in order to claim federal and/or state AFDC-FC for costs of care and for foster youth supervised by the Probation Department.

A. APPLICABILITY

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

This agreement applies to any youth meeting one of the following criteria:

1. A youth on whose behalf the juvenile court has ordered the youth's care, custody and control to be under the supervision of the probation officer for foster care placement; or
2. A youth determined to be a reasonable candidate for foster care pursuant to provisions of the Administration of Children, Youth, and Families of the United States Department of Health and Human Services, Policy Announcement 87-05 (ACYF-PA-87-05), or
3. A youth placed in a STRTP.

B. RESPONSIBILITIES OF THE PROBATION DEPARTMENT

1. For each youth referred to Probation who, upon investigation, appears to be a reasonable candidate for foster care, defined as a youth at imminent risk of removal from the home, unless effective activities are undertaken to reduce or eliminate the issues which could lead to foster care, the Probation Department will:
   a. Develop a case plan in cooperation with the youth and the responsible adults of his/her family, specifying activities each party will undertake to reduce or eliminate the likelihood that foster care will become necessary.
   b. Carry out those aspects of the case plan that are the responsibility of the probation officer.
   c. Maintain a case record that includes the case plan and a history of activities undertaken to implement the plan.
   d. Release a youth to the custody of his/her parent, legal guardian, or responsible relative unless it can be demonstrated upon the evidence before the court that continuance in the home is contrary to the youth's welfare in accordance with Section 628 of the Welfare and Institutions Code.
2. For each youth removed from his/her home by order of the juvenile court in response to a petition filed pursuant to Section 601 or 602 of the Welfare and Institutions Code, the Probation Department will:
   a. Under the direction of the juvenile court, provide such information as may assist the Court to determine whether continuance in the home is contrary to the youth's welfare and the extent to which reasonable efforts have been made to reduce or eliminate the need for removal of the youth from his or her home in accordance with Sections 628 and 636 of the Welfare and Institutions Code.
   b. Develop a case plan within sixty (60) calendar days of the date of removal or by the date of the court dispositional hearing, whichever is sooner, in accordance with Section 636.1 of the Welfare and Institutions Code and in compliance with Division 31 of the CDSS Manual of Policies and Procedures (MPP). The case plan will be developed, to the extent possible, with the cooperation of the youth and the responsible adults of his/her family. It will identify the factors which put the youth at risk of requiring foster care and will specify activities each party will undertake to reduce or eliminate the likelihood that foster care will become necessary.
   c. Carry out those aspects of the case plan that are the responsibility of the probation officer.
   d. Maintain a case record which includes the case plan, a history of activities undertaken to implement the case plan, and the effectiveness of those activities in reducing or eliminating the factors which put the youth at risk of needing foster care.

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

e. The case plan shall include, but not be limited to, all items described in WIC Section 706.6

3. For each youth for whom the court orders that the youth's care, custody, and control shall be under the supervision of the probation officer for foster care placement, the Probation Department will:

   a. Develop a case plan within sixty (60) calendar days of the date of removal or by the date of the court dispositional hearing, whichever occurs first, in accordance with Section 706.6 of the Welfare and Institutions Code and in compliance with Division 31 of the CDSS MPP. The case plan will be developed, to the extent possible, with the cooperation of the youth and the responsible adults of his/her family. It will identify the factors which required an order for foster care and will specify activities which each party will undertake to make it possible for the youth to return to his/her home or to establish a permanent plan for the youth's care.

   b. Carry out those aspects of the case plan that are the responsibility of the probation officer.

   c. Promptly submit documents to HHSA which will enable HHSA to determine the youth's eligibility for federal and/or state participation in payment of foster care costs. Eligibility requirements are specified in Division 45, Chapters 45-201, 45-203, and 45-300 of the CDSS MPP. Immediately notify HHSA of any events that may affect the youth's eligibility for AFDC-FC. Events to be reported include but are not limited to: a change in the youth's income or property, a change in or termination of the youth's placement or a change in the school attendance or employment of a youth over the age of 16.

   d. Place youth only in homes or facilities specified in Sections 727(b) or 11402 of the Welfare and Institutions Code.

   e. Comply with the provisions of Section 727.1 of the Welfare and Institutions Code when selecting the placement setting for each youth.

   f. If a placement facility capable of meeting the youth's needs cannot be identified within the state of California, the case plan shall comply with Section 727.1 of the Welfare and Institutions Code and Section 7911.1 of the Family Code. In addition, documentation of the recommendation of the multidisciplinary team and the rationale for the placement chosen shall be included in the case plan. The case plan shall also address what in-state services or facilities were considered and why they were not chosen. Probation shall promptly notify HHSA of the initial foster care placement and each change of placement for each youth.

   g. Ensure provision and documentation of medical and health maintenance services in accordance with the requirements of Division 31, Chapters 31-206.36, 31-405(m) and 31- 405(n) of the CDSS MPP with regard to the Child Health Disability Prevention (CHDP) Program.

   h. Visit the youth no less frequently than once every month unless appropriate documentation for an exception is maintained pursuant to Division 31 of the CDSS MPP. If the youth is placed in a STRTP setting, there is no exception to the monthly visit.

   i. Under the direction of the juvenile court, ensure that the status of each youth in foster care under the supervision of the probation officer is reviewed no less frequently than every six months, and that a permanency planning hearing is held within twelve months of the date the youth entered foster care and periodically thereafter, but no less than every 12 months during the period of placement, in conformance with Section 727.3 of the Welfare and Institutions Code.

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

j. For each child in foster care for fifteen of twenty-two consecutive months, submit a petition to the court for termination of parental rights as required by Section 727.31 and 727.32 of the Welfare and Institutions Code, or document in the case plan why such termination of parental rights would not be in the youth's best interests.

4. Support claiming of costs incurred while providing administrative services to youth who are in foster care under the supervision of the probation officer and youth who are at risk of needing foster care placement as follows:

   a. Complete a monthly time study (February, May, August, November) in compliance with the provisions of ACYF-PA-87-05 and County Fiscal Letter 90/91-58. These time studies will be the basis for determining the amount of time spent on Title IV-E related activities. The current Time Study must be completed 30 days after the completion of the time study period.

   b. Provide quarterly fiscal reports to HHSA that summarize expenses incurred in the provision of Title IV-E services to youth eligible for such services. These reports will be submitted within 10 days after the end of each quarter.

   c. Develop and use an indirect cost rate proposal or cost allocation plan methodology in accordance with Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government (OASC-10) and Office of Management and Budget Circular A-87.

   d. Maintain all records concerning youth who are eligible or who reasonably appear eligible for Title IV-E services for a period of five years. Such records shall be subject at all reasonable times to inspection and/or audit by the state, federal government, or HHSA.

   e. In the event of an audit exception or exceptions, the Party responsible for not meeting the program requirement(s) shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because Probation's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by HHSA.

C. RESPONSIBILITIES OF THE HEALTH & HUMAN SERVICES AGENCY

1. Provide Probation with information and brochures on the Child Health and Disability Prevention Program (CHDP) and all regulations and other information on policy changes.
2. Determine eligibility for AFDC-FC and pay aid as appropriate under applicable federal and state statutes and regulations.
3. Notify Probation of changes in CDSS regulations affecting MOU activities.
4. Notify Probation of the Quarterly Federal Eligibility Ratio.
5. Include Probation's Title IV-E, Short Term Residential Therapeutic Program (STRTP) Monthly Visit and CWS Outcome Improvement Funds invoices in the County Expense Claim.
6. Send the monthly Probation Statement of Cash Advance to Probation.
7. Remit to Probation any revenue received as federal reimbursement for the costs enumerated in 5 above.

D. MUTUAL RESPONSIBILITIES

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

HHSA and Probation agree that they will:

1. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU, and appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations. In accordance with Welfare and Institutions Code section 11404(a), HHSA and Probation must maintain current and readily accessible copies of this MOU, as failure to do so may jeopardize funding and result in potential audit disallowances.
2. Establish mutually satisfactory procedures for the readjustment of claims and reimbursement in the case of claims found not to qualify for federal funds.
3. Establish that all requirements of the Interstate Compact on the Placement of Children (ICPC), for any placement proposed to be outside the state of California, are followed. The ICPC coordinator will work with Probation for foster or relative home placements; STRTP placements will be sent to CDSS for processing.
4. In order to ensure continued AFDC-FC eligibility when it is determined that a ward or a dependent transfers agency jurisdiction pursuant to Welfare and Institutions Code 241.1, the following is recommended to ensure Title IV-E eligibility:
    a. Dismissal of dependency or delinquency and establishment of the new court status should occur on the same day, in order to maintain the original AFDC linkage determination.
    b. The new court order must refer to the original court findings and indicate that they remain in effect, in order to continue the original out-of-home placement court findings.
    c. The court order must be clear that the youth continue to be removed from the original parent or relative rather than from the foster care provider.
    d. The new court order must indicate that responsibility for placement and care is being transferred from HHSA to Probation or from Probation to HHSA.
5. In the event of an audit exception or exceptions, the Party responsible for not meeting the program requirement(s) shall be responsible for the deficiency and for the cost of the audit. If it is determined that information, including but not limited to, the Federal Eligibility Ratio, provided by HHSA, is found to be incorrect or inaccurate, any exception(s) shall be discussed by HHSA and Probation to establish how the cost and/or deficiency of said audit shall be resolved.
6. Resources for Independent Living Program ("ILP")
    a. For both HHSA and Probation, clients will have access to ILP services that begin the transition to independent living. ILP works in conjunction with entities that provide foster youth support within and outside the foster care system.
    b. ILP provides mentoring and training to foster care youth who were in foster care between the ages of 15 1/2 — 18 years. Youth are offered life skills, occupational and college preparatory classes, summer employment, assistance with retrieving vital documents such as a birth certificate or social security card, support groups, transportation, and counseling.
    c. Aftercare services provide additional services to emancipated foster youth ages 18 to 21 years. Services include but are not limited to access to ILP classes, assistance with vital documents and one-on-one case management with an ILP coordinator to assist during this critical transition period.

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

II. WIC 241.1 JOINT ASSESSMENT PROTOCOL

Authority: California Rules of Court, Rule 5.512; Welfare and Institutions Code Section 241.1 — Joint Assessment Procedure

A. JOINT ASSESSMENT REQUIREMENT (§ 241.1)

1. Whenever a child appears to come within the description of both Welfare and Institutions Code Section 300 and Sections 601 or 602, Probation and HHSA shall jointly assess the child under this jointly developed written protocol and prepare a joint assessment that serves the best interest of the child and the protection of society.
2. An assessment will be completed as soon as possible after the child comes to the attention of either department.
3. Whenever possible, the determination of status will be made before any petition concerning the child is filed.
4. The assessment report will be prepared before the petition is filed and will be provided to the court for the hearing.
5. If a petition has been filed, on the request of the child, parent, guardian, or counsel, or on the Court's own motion, the Court may set a hearing for a determination under WIC Section 241.1 and order that the joint assessment report be made available.

B. JOINT ASSESSMENT REPORT

1. The joint assessment report must contain the joint recommendation of Probation and HHSA if they agree on the status that will serve the best interest of the child and the protection of society. Separate recommendations in separate reports will be submitted to the court if they do not agree. In cases where the youth may be either a dependent or nondependent, the assigned Deputy Probation Officer and Child Welfare Services Social Worker will consult, and a decision will be jointly made between the agencies' liaisons to assess and resolve the filing status.
2. The report must also include:
    a. A description of the nature of the referral
    b. The age of the child
    c. The history of any physical, sexual, or emotional abuse of the child
    d. The prior record of the child's parents for abuse of this or any other child
    e. The prior record of the child for out-of-control or delinquent behavior
    f. The parents' cooperation with the child's school
    g. The child's functioning at school
    h. The nature of the child's home environment
    i. The history of involvement of any agencies or professionals with the child and his or her family
    j. Any services or community agencies available to assist the child and his or her family
    k. A statement by any counsel representing the child

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

l. A statement by any CASA volunteer currently appointed for the child

3. In considering the filing of a delinquency petition, the principle guideline shall be whether the child's behavior indicates he/she is committed to a delinquent lifestyle. In considering the filing of a dependency petition, the principle guidelines shall be whether there is a substantial danger to the physical or emotional health of the child and no reasonable means exist to protect the child without removing the child from the parent or guardian and whether the child is described by Welfare and Institutions Code Section 300 and needs the protection of the court. Consideration will be given to the intervention and placement options that exist within both agencies that can best address the safety and service needs of the child and the family.
4. Each department will provide consultation and liaison services to the other. Staff from Probation and HHSA will consult with each other regarding which agency is most appropriate to deal with the child using the guidelines set forth herein.
5. If there is disagreement between the departments, a WIC Section 241.1 hearing will be set. Each department will submit its report to the court, and the court will decide which agency is to serve the child and the family.
6. If a WIC Section 241.1 hearing is not required and the parties agree which agency will best serve the needs of the child and the family, the department that will not pursue jurisdiction over the child will prepare the assessment pursuant to WIC Section 241.1. The report will be forwarded to the department filing the petition at least ten days prior to the jurisdictional or jurisdictional/dispositional hearing.

C. HEARING ON JOINT ASSESSMENT

If the child is detained, the hearing on the joint assessment report must occur as soon as possible after or concurrent with the detention hearing, but no later than 15 court days after the order of detention and before the jurisdictional hearing. If the child is not detained, the hearing on the joint assessment must occur before the jurisdictional hearing and within 30 days of the date of the filing of the petition. The juvenile court must conduct the hearing and determine which type of jurisdiction over the child best meets the child's unique circumstances.

III. DELINQUENCY COURT AND NONMINOR DEPENDENTS (NMDs)

Authority: California Rules of Court, Rule 5.900 (Adopted, effective January 1, 2012)

The provisions of this section apply to any hearing in which the termination of the juvenile court's jurisdiction over a minor or nonminor (18 years of age or older), and who is subject to an order for a foster care placement, is being considered.

A. TRANSITION JURISDICTION

1. When a minor or nonminor appears to come within the description of Welfare and Institutions Code Section 450, Probation and HHSA shall jointly assess the minor or nonminor under this jointly developed written protocol to determine needs and services that will facilitate successful independence.
2. Transition jurisdiction, per Welfare and Institutions Code Section 450, was created so that eligible youth would be able to take advantage of extended benefits and assistance without having to remain wards of the juvenile court. Transition jurisdiction encourages former delinquent youth to participate in services which focus on permanency and a successful transition into adulthood. To meet eligibility requirements for transition jurisdiction, the youth must no longer be on probation. The court can modify the youth's status from ward to dependent of

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

the court. This means a transition from WIC section 600 to WIC section 300.

3. Additionally, the court can assume or resume jurisdiction over an eligible youth who exited foster care as a nonminor dependent. The assigned social worker must inform the youth that he or she may decline to become a nonminor dependent and have the juvenile court terminate jurisdiction at a hearing under California Rules of Court, Rule 5.555. NMDs may petition the court to have dependency reinstated an unlimited number of times.
4. Minors and non-minors are eligible for modification of delinquency jurisdiction to transition jurisdiction when a youth is more than 17 years, 5 months and less than 18 years of age and one of the following criteria is met:
    a. Has met his or her rehabilitative goals;
    b. Is under an order for foster care placement;
    c. Wants to remain in extended foster care under the transition jurisdiction of the juvenile court;
    d. Is not receiving reunification services; or
    e. Does not have a hearing set for termination of parental rights or establishment of guardianship.
5. For youth who are more than 17 years, 5 months, and less than 18 years of age, and have met one of the criteria above, the probation officer will file a report with the court containing the following information:
    a. That the youth is a minor subject to an order for foster care placement and the age of the youth.
    b. That the youth was removed from the physical custody of his or her parents, adjudged to be a ward of the juvenile court under Welfare and Institutions Code 725, and ordered into foster care placement as a youth, or that the youth was removed from the custody of his or her parents as a dependent of the court with an order for foster care placement in effect at the time the court adjudged him or her to be a youth of the juvenile court under Section 725, and was ordered into foster care as a youth.
    c. That the youth's rehabilitative goals as set forth in the case plan have been met and juvenile court jurisdiction over the youth is no longer required.
    d. Whether each parent or legal guardian is currently able to provide the care, custody, supervision, and support the child requires in a safe and healthy environment.
    e. That the probation officer recommends the modification of the juvenile court's jurisdiction over the youth from that of a ward under Section 601 or 602 to that of a transition dependent under Section 450 and the facts in support of the recommendation.
    f. That the youth signed a mutual agreement with Probation or HHSA for placement in a supervised setting as a transition dependent.
    g. That the youth has plans to meet at least one of the following conditions and what efforts the probation officer has made to help the youth meet any of these conditions:
    h. Attending high school or a program to receive California High School Equivalency Certificate(GED);
        i. Enrolled in a college, community college or vocational education program;
        ii. Participating in a program or activity to help find and keep a job;

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

iii. Has a paid job and works at least 80 hours per month; or

iv. Unable to do any of the above due to a verified medical condition, including mental health condition.

B. TRANSITION JURISDICTION HEARING (WIC Section 450)

When an age-eligible youth meets the above conditions and intends to meet one of the five participation criteria to become a non-minor dependent (NMD) pursuant to WIC 450, the probation officer will request a hearing for the court to consider modifying delinquency jurisdiction to transition jurisdiction. At a hearing during which termination of jurisdiction over a youth is considered, the court may, as an alternative to terminating jurisdiction, modify its order of jurisdiction and assume transition jurisdiction over the youth pursuant to WIC section 450. A minor or a nonminor who is subject to the court's transition jurisdiction shall not be subject to any terms or conditions of probation, and his or her case shall be managed as a dependent child of the court or as a nonminor dependent of the court. In cases wherein the minor or nonminor is determined to be eligible for transition jurisdiction and the court has modified its order of jurisdiction to assume transition jurisdiction over the youth pursuant to WIC section 450, HHSA shall supervise these persons. For a minor, this supervision shall comply with the requirements and procedures set forth in WIC section 450 for dependent children. For a nonminor, this supervision shall comply with the provisions set forth in WIC section 450 that specifically apply to nonminor dependents. If the court terminates transition jurisdiction, the nonminor shall remain within the general jurisdiction of the court until the nonminor attains 21 years of age to allow for the filing of a petition to resume juvenile court transition jurisdiction under subdivision (e) of WIC section 388, although no review proceedings shall be required. For youth who are at least 18 years of age and have met the criteria above, the probation officer will file a report with the court containing the following information:

1. That the youth was removed from the custody of his or her parents as a dependent of the court with an order for foster care placement in effect at the time the court adjudged him or her to be a youth of the juvenile court under section 725 and was ordered into a foster care placement as a youth.
2. That the youth's rehabilitative goals as set forth in the case plan have been met and juvenile court jurisdiction over the youth is no longer required.
3. That the youth signed a mutual agreement with Probation or HHSA for placement in a supervised setting as a nonminor dependent

C. NOTICE, PARTICIPATION, AND CONDUCT OF HEARING

1. Maintaining juvenile court jurisdiction under WIC sections 300, 450, 601, or 602 over a person as a nonminor dependent is the result of a consensual agreement between the person and HHSA or Probation for a voluntary placement in a supervised setting and includes the agreement between the social worker or probation officer and the NMD to work together to facilitate the implementation of the mutually developed supervised placement agreement or reentry agreement and transitional independent living case plan.
2. The probation officer's assessment report and all documents required must be filed with the court at least 10 calendar days before the hearing, and the probation officer must provide copies of the report and other documents to the nonminor, the non-minor's parents, and all attorneys of record.
3. At least five calendar days before the hearing, notice of the hearing and copies of the assessment report must be provided to the child, the child's parent or guardian, all attorneys of record, any CASA volunteer, and any other juvenile court having jurisdiction over the child. The notice must be directed to the judicial officer or department that will conduct the hearing. All parties and their

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

attorneys must have an opportunity to be heard at the hearing. The court must make a determination regarding the appropriate status of the child and state its reasons on the record or in a written order. Based on the report and all other evidence received, the court must make the appropriate findings and orders.

IV. OTHER FEDERAL/STATE HHSA RESPONSIBILITIES TO PROBATION

1. Provide Resource Family Approval (RFA), Continuum of Care Reform (CCR), and Child and Family Team (CFT) services for families referred by Probation

2. Provide Child and Family Service Review (CFSR) Case Reviews and Quality Assurance (QA) for Probation cases.

3. Retrieve credit reports for Probation youth as identified by CDSS. HHSA will work with the credit reporting agencies (CRAs) to clear up any issues. Copies of the credit reports will be provided to Probation. HHSA will establish accounts with each of the CRAs for purposes of requesting credit reports for minor youth and nonminor dependents. HHSA will request these reports on behalf of Probation for delinquent foster care youth who have been identified by the California Department of Social Services (CDSS) that a credit report exists for a delinquent youth. Each quarter, CDSS will extract information from the Child Welfare Services/Case Management System (CWS/CMS) on all youth in foster care, aged 16 and 17, under jurisdiction of Mariposa County. The information will include specific data elements needed by TransUnion, Experian, and Equifax in order to generate a notice that specifies whether or not credit history exists. The social workers and deputy probation officers will ensure that foster youth receive assistance with interpreting the credit report and rectifying any inaccuracies. Assistance may be provided directly or through credit reporting agencies that provide services. Copies of the credit reports must be made available to youth at no cost to them. The credit report is a confidential document. It must not be attached to the court report or any other court filing or be otherwise distributed. The social workers and deputy probation officers must take necessary steps to prevent improper disclosure or misuse of information contained in the credit report. This may include, but is not limited to, keeping credit reports in a separate and sealed part of the file.

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

NOTICES: **Notices shall be given to Probation at the following address: Mariposa County Probation Department, Chief Probation Officer, 5091 Bullion Street / P.O. Box 76 Mariposa, CA 95338. Notices shall be given to Health & Human Services Agency at the following address: Mariposa County Health & Human Services Agency, Director, 5362 Lemee Lane / P.O. Box 99 Mariposa, CA 95338**

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first written above.

COUNTY OF MARIPOSA
Probation Department

_____ **Date** _____
Pete Judy, Interim Chief

COUNTY OF MARIPOSA
Health & Human Services Agency

_____ **Date** _____
Joe Lynch, Director

COUNTY OF MARIPOSA
Mariposa County Board of Supervisors

_____ **Date** _____
Miles Menetrey, Chair

_____

APPROVED AS TO FORM:

_____ _____
Steven W. Dahlem, County Counsel **Date**

Attachment: 2023 Probation and HHSA MOU (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

Re: Probation / HHSA MOU

Kevin Briggs <kbriggs@mariposacounty.org>
Thu 1/19/2023 4:13 PM

To: Dumile Wilson <dwilson@mariposacounty.org>;Steve Dahlem <sdahlem@mariposacounty.org>

Cc: Katherine Coggin <kcoggin@mariposacounty.org>;Mary Spears <mspears@mariposacounty.org>;Beth Alexander <balexander@mariposacounty.org>

Dumile:

I can approve the MOU as to legal form.

Kevin Briggs
Assistant County Counsel
County of Mariposa

From: Dumile Wilson <dwilson@mariposacounty.org>
Sent: Wednesday, January 18, 2023 1:50 PM
To: Steve Dahlem <sdahlem@mariposacounty.org>; Kevin Briggs <kbriggs@mariposacounty.org>
Cc: Katherine Coggin <kcoggin@mariposacounty.org>; Mary Spears <mspears@mariposacounty.org>; Beth Alexander <balexander@mariposacounty.org>
Subject: Fw: Probation / HHSA MOU

Good afternoon,

As soon as you are able, please review the proposed MOU and let us know if you have questions or recommended changes.

Thank you!

Regards,

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Dumile Wilson
Administrative Analyst
Administration
Mariposa County Health & Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0971
Fax: (209) 966-8251

Attachment: Approved as to Form Email Chain (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and entity named as the recipients in the message. If you are not an intended recipient of the message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute, or copy this message, and do not disclose its contents or take action in reliance on the information it contains. Thank you.

From: Mary Spears <mspears@mariposacounty.org>
Sent: Wednesday, January 18, 2023 11:29 AM
To: Dumile Wilson <dwilson@mariposacounty.org>
Cc: Beth Alexander <balexander@mariposacounty.org>; Katherine Coggin <kcoggin@mariposacounty.org>; Monique Beaudoin <mbeaudoin@mariposacounty.org>
Subject: Probation / HHSA MOU

Dumile,

Attached is an MOU for Probation and HHSA. Pete Judy will be the authorized person at Probation to sign and Joe will need to sign for HHSA.

Let me know if you have any questions.

Thank you,

Mariposa County Health & Human Services Agency
Healthy. Safe. Thriving.

Mary Spears
Staff Services Analyst II
Human Services Division
Mariposa County Health & Human Services Agency
5362 Lemee Lane, Mariposa, CA 95338
PO Box 99, Mariposa, CA 95338
P: 209-742-0906
F: 209-966-8251

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and entity named as the recipients in the message. If you are not an intended recipient of the message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute, or copy this message, and do not disclose its contents or take action in reliance on the information it contains.

Attachment: Approved as to Form Email Chain (RES-2023-90 : Memorandum of Understading (MOU) Between Probation and HHSA)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Re-Appointments (Merced River Trail)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Art Baggett as a Member representing the Trail Avocate and Outdoor Recreation Enthusiast category on the Merced River Trail Community Working Group for a Term Expiring February 28, 2026.

Baggett's term will expire on February 28, 2023 and he has expressed interest in continuing to serve and is seeking re-appointment.

This committee currently has 1 voting member vacancy, which continues to be advertised.

Terms, expirations and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Baggett was appointed September 10, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If committee members are not re-appointed this would result in vacancies which could cause a possible lack of quorum for the committee until the vacancies are advertised and filled.

ATTACHMENTS:
221214 Baggett redac app (PDF)
230214 Vacancy Notice 1 (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

RECEIVED

DEC 14 2022

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: Merced River Trails Committee

Supervisorial District in which you Reside: 1

Length of Residency in the County: 49 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: ART

Last Name: Baggett

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: Yes

Employment Status: self / retired

Employer's Name: A.G. Baggett & PJ Nelve, Inc

Employer's Address: above

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:

Continue as chair

Please list prior/current appointments to other Boards/Commissions/Committees:

numerous
County Supervisor District I 1987 – 1995

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221214 Baggett redac app (2023-23 : PAC Re-Appointments (Merced River Trail))

List any information regarding experience, training and/or education that you feel qualifies you for this position:

alot - prior resume -

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain: No

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
	open	yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 12/13/2022 Signature: [signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221214 Baggett redac app (2023-23 : PAC Re-Appointments (Merced River Trail))

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

Attachment: 230214 Vacancy Notice 1 (2023-23 : PAC Re-Appointments (Merced River Trail))

NOTICE OF ONE (1) VACANCY
MERCED RIVER TRAIL COMMUNITY WORKING GROUP (MRTCWG)

Qualified candidates shall represent one or more of the following groups:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council
- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission
- Representatives of other organizations & the general public, including trail advocates & outdoor recreation enthusiasts

The purpose and functions of the MRTCWG shall be to:

- Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;

- Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;

- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the recommendations contained in the Merced River Trail Master Plan; and

- Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

Term: This vacancy has a three-year term.

Persons interested in serving on the working group must apply to: **Clerk of The Board, Danielle Bondshu PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Office** Government Center 5100 Bullion Street; Mariposa, CA 95338 and online at: http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact: Mikey Goralnik, Senior Community Development and Design Planner, Mariposa County Planning Department Telephone: (209) 742-2222; email: mgoralnik@mariposacounty.org

Posting Locations:

Mariposa County Library
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
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Bootjack Store
Catheys Valley Post Office
Coulterville Post Office
Mariposa County Planning
El Portal Post Office
www.mariposacounty.org/planning

Posted: 2/14/23 Deadline for submission: Open until filled.

Attachment: 230214 Vacancy Notice 1 (2023-23 : PAC Re-Appointments (Merced River Trail))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Re-Appointment-Code Compliance Advisory Committee

RECOMMENDATION AND JUSTIFICATION:

Re-Appoint Colleen Rhodes and Robert Fox to the Code Compliance Advisory Committee for Terms to expire February 28, 2025; and recognize the service of Nancy Kemp to the Code Compliance Advisory Committee.

On February 28, 2023 both Rhodes' and Fox's terms will expire on this committee and they have expressed willingness to continue to serve and are seeking re-appointment.

Kemp is unable to continue to serve on this committee and has resigned.

Vacancies and Terms have been noticed according to the Maddy Act. As Kemp's vacancy will leave a partial term open it has been noticed.

With this action there will be one (1)vacancy on this committee, which is currently being advertised.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

It has been customary to re-appoint members who wish to continue to serve.

Rhodes was appointed to the committee on August 17, 2021.

Fox was appointed to the committee on June7, 2022.

Kemp was appointed to the committee on August 17, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: Do not appoint interested parties in serving and continue to advertise vacancies.

Negative Action: If appointments are not made vacancies will continue, the committee will not have full community representation and could possibly result in a lack of quorum.

Agenda Item - No Resolution Requested 2023-24

ATTACHMENTS:
230203 Rhodes redac app and supp (PDF)
230210 Fox redac app and supp (PDF)
Kemp Redacted resignation (DOCX)
230208 CCAC Vacancy Notice 1 (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Code Compliance Advisory Committee

Supervisorial District in which you Reside: District 2

Length of Residency in the County: 28 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Colleen

Last Name:
Rhodes

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
Yes

Employment Status: Retired

Employer's Name:
N/A

Employer's Address:
N/A

Day Telephone Number:
[redacted]

Cell Phone Number:
Same

Please explain why you wish to serve on this Board/Commission/Committee:
Over the past year, the CCAC came to an understanding of code compliance issues from a variety of perspectives. We are now prepared to move forward vigorously to recommend improvements in the processes, procedures, and codes that make up the county's program.

Please list prior/current appointments to other Boards/Commissions/Committees:
I was honored to be appointed to the CCAC at its inception. The CCAC is the only committee I've served on in Mariposa County.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230203 Rhodes redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

DocuSign Envelope ID: A58FE333-6445-42B1-A76E-7EB3FB29D6D6

List any information regarding experience, training and/or education that you feel qualifies you for this position:

As a member of the CCAC, I've learned from county staff involved in code compliance. I've read all of our county's relevant codes and those of other jurisdictions, as well as the applicable state statutes and appellate cases. I've listened to local residents who have complaints about existing code compliance processes, some who believe it's too lax and others who believe it's too harsh. I've studied the Brown Act, the Public Records Act, and other state laws that govern elected bodies and their subcommittees. I've benefited from the diverse perspectives of the excellent members of the CCAC and broadened my own perspective as a result of their ideas. At this time, it appears to me that the CCAC is ready to move forward vigorously to offer excellent ideas to the Board for improving the code compliance function in a way that will benefit most, and perhaps all, county residents and property owners. My legal education and 25 years experience in county government provided a good foundation for the information I've acquired over the past year as a CCAC member.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

No.

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	Any time.	Yes.

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 2/3/2023 | 2:59 PM PST Signature: Colleen Rhodes 094D2D82774742A...

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230203 Rhodes redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

Mariposa County
Planning Department
P.O. Box 2039
Mariposa, CA 95338-2039
(209) 966-5151 / Fax (209) 742-5024

SUPPLEMENTAL QUESTIONNAIRE FOR CODE COMPLIANCE ADVISORY COMMITTEE (CCAC) MEMBERSHIP APPLICATION

Name: Colleen Rhodes	Email address:
Mailing address:	Telephone:
Street (physical) address:	City, State & Zip:

Supplemental Questions- please respond to the following questions to help us evaluate your qualifications for this committee.

1. **Why are you interested in being appointed to the CCAC?**

~~The work of the CCAC is extremely important. We have made great progress over the~~

2. **Do you agree with the purpose and tasks of the CCAC, which are to:**

a. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations. ☑ Yes ☐ No

b. Develop recommendations to the Board of Supervisors for an effective code compliance process and program. ☑ Yes ☐ No

c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations. ☑ Yes ☐ No

Attachment: 230203 Rhodes redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs. ☑ Yes ☐ No

If you answered "No" to any of the above, please explain why:

_____

_____

_____

.3. If you are appointed as a member of the CCAC, do you accept the following established responsibilities:

a. 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, staff, the Planning Commission and the Board of Supervisors). ☑ Yes ☐ No

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance. ☑ Yes ☐ No

c. Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements. ☑ Yes ☐ No

d. Review and understand state law requirements for code compliance activities at a local level. ☑ Yes ☐ No

e. Review and understand due process requirements. ☑ Yes ☐ No

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, the typical compliance issues, etc. ☑ Yes ☐ No

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance. ☑ Yes ☐ No

h. 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. ☑ Yes ☐ No

If you answered "No" to any of the above, please explain why:

_____

_____

_____

Attachment: 230203 Rhodes redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

4. **Do you have any skills or special knowledge you could contribute to the CCAC efforts? What are those?**

My legal education and experience are valuable. My work in a different county over a 25

5. **Are you able to devote time to attend meetings? Meetings may be conducted remotely or in person.**

Yes.

6. **Are you able to devote time to review meeting packets ahead of meetings?**

Yes, the agendas and packet documents have been very important.

7. **Is there any other information you'd like to share regarding your interest in being on this advisory committee?**

The CCAC's work is very important to our community and I hope to be able to help with

Attachment: 230203 Rhodes redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

Attachment: 230203 Rhodes redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

RECEIVED

FEB 10 2023

Mariposa County Planning Department

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

D.25.b

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Code Compliance Advisory Commitee

Supervisorial District in which you Reside: 3

Length of Residency in the County: 18 yrs

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Robert

Last Name:
Fox

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
yes

Employment Status: retired

Employer's Name:
n/a

Employer's Address:
n/a

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
Currently serving and wish to continue to do so for another term.

Please list prior/current appointments to other Boards/Commissions/Committees:
Civil Grand Jury

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230210 Fox redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Licensed General Contractor
Licensed Mechanical Engineer
Master of Science in Mechanical Engineering

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

No

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
on file	I'm retired. My calendar is largely open	yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 2/1/2023 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230210 Fox redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

Mariposa County
Planning Department
P.O. Box 2039
Mariposa, CA 95338-2039
(209) 966-5151 / Fax (209) 742-5024

SUPPLEMENTAL QUESTIONNAIRE FOR CODE COMPLIANCE ADVISORY COMMITTEE (CCAC) MEMBERSHIP APPLICATION

Name: Robert Fox	Email address:
Mailing address:	Telephone:
Street (physical) address:	City, State & Zip:

Supplemental Questions- please respond to the following questions to help us evaluate your qualifications for this committee.

1. **Why are you interested in being appointed to the CCAC?**

I'd like to apply my experience and expertise in analysis and problem-solving to address the County's current problem of code violaitons.

2. **Do you agree with the purpose and tasks of the CCAC, which are to:**

a. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations. ☒ Yes ☐ No

b. Develop recommendations to the Board of Supervisors for an effective code compliance process and program. ☒ Yes ☐ No

c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations. ☒ Yes ☐ No

Attachment: 230210 Fox redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs. ☒ Yes ☐ No

If you answered "No" to any of the above, please explain why:

_____

_____

_____

3. If you are appointed as a member of the CCAC, do you accept the following established responsibilities:

a. 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, staff, the Planning Commission and the Board of Supervisors). ☒ Yes ☐ No

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance. ☒ Yes ☐ No

c. Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements. ☒ Yes ☐ No

d. Review and understand state law requirements for code compliance activities at a local level. ☒ Yes ☐ No

e. Review and understand due process requirements. ☒ Yes ☐ No

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, the typical compliance issues, etc. ☒ Yes ☐ No

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance. ☒ Yes ☐ No

h. 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. ☒ Yes ☐ No

If you answered "No" to any of the above, please explain why:

_____

_____

_____

Attachment: 230210 Fox redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

4. **Do you have any skills or special knowledge you could contribute to the CCAC efforts? What are those?**

Process Flow Analysis, Building technology

5. **Are you able to devote time to attend meetings? Meetings may be conducted remotely or in person.**

Yes

6. **Are you able to devote time to review meeting packets ahead of meetings?**

Yes

7. **Is there any other information you'd like to share regarding your interest in being on this advisory committee?**

Signature: [signature] Date: 2/1/2023

Attachment: 230210 Fox redac app and supp (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

From: Nancy Kemp
To: Karen Woblesky
Cc: Steve Engfer (sengfer@mariposacounty.org)
Sent: 1/29/2023 2:11:17 PM Pacific Standard Time
Subject: CCAC

hi there. as it turns out my family and i are going to be relocating. so i will no longer be living in mariposa county. so i must resign as of 2/1/2023.

everything is happening pretty quickly. i'm sorry i will not be able to help out with the quorum after all, as we had discussed earlier.

i value the time i have spent being part of CCAC, as well as the opportunity to get to know the fine people on the committee. please convey my best regards to our fellow committee members. and special thanks to you karen. you are doing a fine job navigating a pathway for the committee.

best,
nancy

Attachment: Kemp Redacted resignation (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

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

SPECIAL NOTICE OF VACANCIES ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

There is one (1) vacancy that currently exists on The Code Compliance Advisory Committee (CCAC), which is to fill a remaining term that will expire February 28, 2025.

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).

Attachment: 230208 CCAC Vacancy Notice 1 (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

- 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 2/8/23 ~ Leave posted until notified.

Attachment: 230208 CCAC Vacancy Notice 1 (2023-24 : PAC Re-Appointment-Code Compliance Advisory Committee)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Re-Appointments (Midpines)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Charles Lammers, Gary Francisco, Adam Ferguson and Angela Heiss, to the Midpines Planning Advisory Committee for Terms to Expire February 28, 2025 (Supervisor Smallcombe).

All have expressed interest in continuing to serve on this committee.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

There is currently 1 vacancy on this committee which will continue to be advertised.

It is customary that recommendations for citizens advisory committee appointments and re-appointments are made by the District Supervisor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Lammers was originally appointed on April 02, 1991
Francisco was originally appointed on January 15, 2013
Ferguson was originally appointed on May 11, 2021
Heiss was originally appointed on March 15, 2011

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not re-appointing these positions could result in a lack of a quorum for the Committee.
.

ATTACHMENTS:
230125 Lammers Redact App (PDF)
230126 Francisco Redact App (PDF)
230126 Ferguson Redact App (PDF)
230210 Heiss Redact App (PDF)
230214 Midpines Vacancy 1 (DOCX)

Agenda Item - No Resolution Requested 2023-25

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Danielle Bondshu

From: Mariposa County Administration <do_not_reply@civicplus.com>
Sent: Wednesday, January 25, 2023 3:58 PM
To: Danielle Bondshu
Subject: [BULK] New request received

Importance: Low

Category Forms has received a new request.

Here is what we have on file:

Committee Application

#814

Category: Forms
Priority: 3
Assigned To: Unassigned
Submitted: 1/25/2023 3:57 PM
Source: Website 76.9.67.215

SUBMITTER

[redacted]

CONTACT

[redacted]

REQUEST DETAILS

Description

Name of Board, Commission or Committee for which you are applying
Midpines Planning Advisory Committee
First Name
Charles
Last Name
Lammers
Supervisorial District in which you Reside
1
Length of your Residency in the county
CA
Mailing Address
[redacted]
Email Address:
[redacted]
Preferred Contact Method
Cell Phone
Are you Over 18 Years of Age

Attachment: 230125 Lammers Redact App (2023-25 : PAC Re-Appointments (Midpines))

Yes

Employment Status

Partially Retired

Employer's Name

Employer's Address

Day Telephone Number

Cell Phone Number

Please explain why you wish to serve on this Board/Commission/Committee

To enrich the Midpines community and stay abreast of community development/activities. After living in Midpines 37 years and serving on the Committee for over 30 years, I think I have a lot to offer.

Please list prior/current appointments to other Boards/Commissions/Committees

Currently serving on the Midpines Planning Advisory Committee; since 1992

List any information regarding experience, training and/or education that you feel qualifies you for this position

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

No

If Yes, please explain

Time(s) you have available to attend meetings (days, evening, etc.)

Evenings

Do you have transportation?

Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)

I agree

Attachment: 230125 Lammers Redact App (2023-25 : PAC Re-Appointments (Midpines))

Danielle Bondshu

From: Mariposa County Administration <do_not_reply@civicplus.com>
Sent: Thursday, January 26, 2023 10:13 AM
To: Danielle Bondshu
Subject: [BULK] New request received

Importance: Low

Category Forms has received a new request.

Here is what we have on file:

Committee Application

#816

Category: Forms
Priority: 3
Assigned To: Unassigned
Submitted: 1/26/2023 10:12 AM
Source: Website 76.9.73.63

SUBMITTER

[redacted] A

CONTACT

[redacted]

REQUEST DETAILS

Description

Name of Board, Commission or Committee for which you are applying
Midpines Planning Advisory Committee
First Name
Gary
Last Name
Francisco
Supervisorial District in which you Reside
1
Length of your Residency in the county
26 years
Mailing Address
[redacted]
Email Address:
[redacted]
Preferred Contact Method
Home Phone

Attachment: 230126 Francisco Redact App (2023-25 : PAC Re-Appointments (Midpines))

Are you Over 18 Years of Age

Yes

Employment Status

Retired

Employer's Name

Employer's Address

Day Telephone Number

Cell Phone Number

Please explain why you wish to serve on this Board/Commission/Committee

Community service.

Please list prior/current appointments to other Boards/Commissions/Committees

Mariposa County Grand Jury
Mariposa County Planning Commission
Mariposa County Tree Mortality Committee
MCRCD Forest Fuels Management Committee

List any information regarding experience, training and/or education that you feel qualifies you for this position

Active participation in Midpines Planning Advisory committee for last 15 years

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

No

If Yes, please explain

Time(s) you have available to attend meetings (days, evening, etc.)

open

Do you have transportation?

Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)

not checked

Attachment: 230126 Francisco Redact App (2023-25 : PAC Re-Appointments (Midpines))

Danielle Bondshu

From: Mariposa County Administration <do_not_reply@civicplus.com>
Sent: Thursday, January 26, 2023 7:26 AM
To: Danielle Bondshu
Subject: [BULK] New request received

Importance: Low

Category Forms has received a new request.

Here is what we have on file:

Committee Application #815

Category: Forms
Priority: 3
Assigned To: Unassigned
Submitted: 1/26/2023 7:25 AM
Source: Website 201.160.164.3

SUBMITTER

[redacted]

CONTACT

[redacted]

REQUEST DETAILS

Description

Name of Board, Commission or Committee for which you are applying
Midpines Planning Advisory Committee
First Name
Adam
Last Name
Ferguson
Supervisorial District in which you Reside
1
Length of your Residency in the county
4 years
Mailing Address
[redacted]
Email Address:
[redacted]
Preferred Contact Method
Cell Phone
Are you Over 18 Years of Age

Attachment: 230126 Ferguson Redact App (2023-25 : PAC Re-Appointments (Midpines))

Yes

Employment Status

Seasonal Full Time

Employer's Name

Employer's Address

Day Telephone Number

Cell Phone Number

Please explain why you wish to serve on this Board/Commission/Committee

As a resident of Midpines I appreciate the opportunity to stay up to date on projects around the area, and also to have a voice in the future of Midpines.

Please list prior/current appointments to other Boards/Commissions/Committees

I am a current member of the Midpines Planning Advisory Committee

List any information regarding experience, training and/or education that you feel qualifies you for this position

Current membership with the MPAC committee

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

No

If Yes, please explain

Time(s) you have available to attend meetings (days, evening, etc.)

Current Wednesday evening schedule works but I am flexible

Do you have transportation?

Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)

I agree

Attachment: 230126 Ferguson Redact App (2023-25 : PAC Re-Appointments (Midpines))

Committee Application

Name of Board, Commission or Committee for which you are applying:*

Midpines Planning Advisory Committee

First Name:*	Angela
Last Name:*	Heiss
Supervisorial District in which you Reside:*	1
Length of your Residency in the county:*	39 years
Mailing Address:*	
Email Address: *	
Preferred Contact Method:*	Cell Phone
Are you Over 18 Years of Age:*	Yes / No
Employment Status:*	Retired
Employer's Name:	
Employer's Address:	
Day Telephone Number:	
Cell Phone Number:	
Please explain why you wish to serve on this Board/Commission/Committee:	

Attachment: 230210 Heiss Redact App (2023-25 : PAC Re-Appointments (Midpines))

	Currently on Board. Have been a Member for 10+ years
Please list prior/current appointments to other Boards/Commissions/Committees:	Juvenile Justice/Juvenile Revention Commission -- prior Alcohol and Drug Advisory Board--prior Mental Health Advisory Board--prior MPAC -- current
List any information regarding experience, training and/or education that you feel qualifies you for this position:	I'm an oxygen-breathing life-form.
Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?	○ Yes ◉ No
If Yes, please explain:	
Please attach your Resume:	Choose File no file selected
Please attach Supplemental questions, if any.	Choose File no file selected
Time(s) you have available to attend meetings (days, evening, etc.):*	Varied.
Do you have transportation?*	

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)

☑ I agree

* indicates required fields.

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Privacy - Terms

Submit Reset Cancel

Attachment: 230210 Heiss Redact App (2023-25 : PAC Re-Appointments (Midpines))

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

NOTICE OF VACANCY ON THE MIDPINES PLANNING ADVISORY COMMITTEE

One (1) vacancy currently exists on the Midpines Planning Advisory Committee.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

The purpose of the Committee is to prepare and recommend a Community Plan to the Mariposa County Planning Commission; prepare and recommend applicable implementation regulations for the Plan – such as zoning and design review – to be adopted by the Board of Supervisors; and to make recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors.

The appointment term is for two years.

Members must be employed, reside, own property, own a business or be a qualified elector within the geographic boundaries of Midpines Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line.

Completed applications need to be sent to the Clerk of the Board, Danielle Bondshu, by mail at P. O. Box 784, Mariposa, CA 95338, or email dbonshu@mariposacounty.org

Posting Locations for this notice:

Midpines Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
Mariposa County Library
www.mariposacounty.org/planning

Posting Date: 2/14/23 Deadline for Submission: **Open Until Filled**

Attachment: 230214 Midpines Vacancy 1 [Revision 1] (2023-25 : PAC Re-Appointments (Midpines))

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-91

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Waive Fees & Approve Street Closure of 9Th & 10Th Streets for Art, Wine & Wheels Event

---

RECOMMENDATION AND JUSTIFICATION:
Authorize the Public Works Director to Waive the Encroachment Permit Fee; and Approve a Street Closure of 9th & 10th Streets for the Annual Art, Wine & Wheels Event on May 27, 2023, on the Mariposa County Courthouse Lawn, and waive the requirement that the applicant pay for the county's insurance policy for events at which alcohol is served.

There will be alcoholic beverages served on County property during this event. Under the recommended action, the Mariposa Rotary Club has provided their own insurance policy for the event, which will be the primary insurance. The attached Certificate of Liability Insurance shows Mariposa County as an additional insured and includes a liquor liability provision. The county's existing insurance will serve as secondary insurance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is an annual event sponsored by the Mariposa Rotary Club.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the event will be cancelled.

ATTACHMENTS:

Letter to the Board 23	**(PDF)**
Encroachment Ap 23	**(PDF)**
Art & Wine Ins 2023	**(PDF)**
Art & Wine Map 23	**(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

REF ID# 13759

Rotary Club of Mariposa Yosemite 17th Annual Art, Wine & Wheels (Event May 27, 2023)

January 12, 2023

Mariposa County Board of Supervisors
VIA: Public Works Department

SUBJECT: Rotary Club of Mariposa Yosemite Art, Wine & Wheels Event

The Rotary Club of Mariposa Yosemite is proud to sponsor the 17th Annual Art, Wine & Wheels event scheduled for Saturday, May 27, 2023 from 11 a.m. until 5 p.m. on the courthouse lawn. This event encroaches on 9th and 10th streets adjacent to the courthouse, and an encroachment permit has been applied for. This item requests the waiver of the encroachment permit fee of $168, and for the waiver of the County's duplicative insurance requirements.

The Board of Supervisors has approved the use of the courthouse lawn and 9th and 10th streets adjacent to the courthouse in prior years and in 2022 determined that the Art, Wine & Wheels event would be a county-sponsored event, and waived insurance and permit fees at that time.

Proceeds of the event are used by the local Rotary Club to provide scholarships, grants and other awards for community activities, in support of the schools, and to provide funds for disaster relief. Any funds which would be paid to the County for permits or insurance would result in a decrease in funds available for these important community costs.

We look forward to working with the various county departments to organize and conduct this event. Public Assemblage, environmental health and any other required permits will be processed as the even draws closer.

John McCamman
Chair, Art, Wine & Wheels Committee
(209) 742-6320

Attachment: Letter to the Board 23 (RES-2023-91 : Waive Fees & Approve Street Closure of 9Th & 10Th Streets for Art, Wine & Wheels Event)

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE 1-12-23 Building Permit #: _____

APPLICANT: Mariposa Rotary Club
John McCammon

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) 9th & 10th St. Mariposa AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1.
- ☐ DRIVEWAY
- ☐ ROAD CROSSING (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
- ☒ SPECIAL EVENT (EXPLAIN BELOW) DATE OF EVENT 05/27/23
- ☐ OTHER (EXPLAIN BELOW)

Art & Wine Rotary Event

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: Courthouse

5. ADDRESS OF PARCEL: 5088 Bullion St Mariposa

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

DATE ISSUED: _____

PHONE NUMBER: _____

OWNERS NAME: _____

PRINTED NAME OF APPLICANT: John McCammon

SIGNATURE OF APPLICANT: John McCammon

MAILING ADDRESS: 5535 Rancho Lane
Mariposa, CA 95338

Attachment: Encroachment Ap 23 (RES-2023-91 : Waive Fees & Approve Street Closure of 9Th & 10Th Streets for Art, Wine & Wheels Event)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/16/2023

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 Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	**CONTACT NAME:** Ali Sulita **PHONE (A/C, No, Ext):** 1-833-3ROTARY **FAX (A/C, No):** 630-285-4062 **E-MAIL ADDRESS:** rotary@ajg.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Westchester Surplus Lines Insurance Company — 10172
INSURED All Active US Rotary Clubs & Districts Mariposa Yosemite 589 ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 899307648 **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 Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		G73578917 001	7/1/2022	7/1/2023	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 $500,000 $ $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			G73578917 001	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			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	N/A		NOT APPLICABLE			[ ] 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)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Mariposa County Public Works
Parks and Recreation Division
Mariposa County Court
Mariposa Yosemite Club 589/District 5220
Art, Wine, and Wheels - May 27, 2023

CANCELLATION

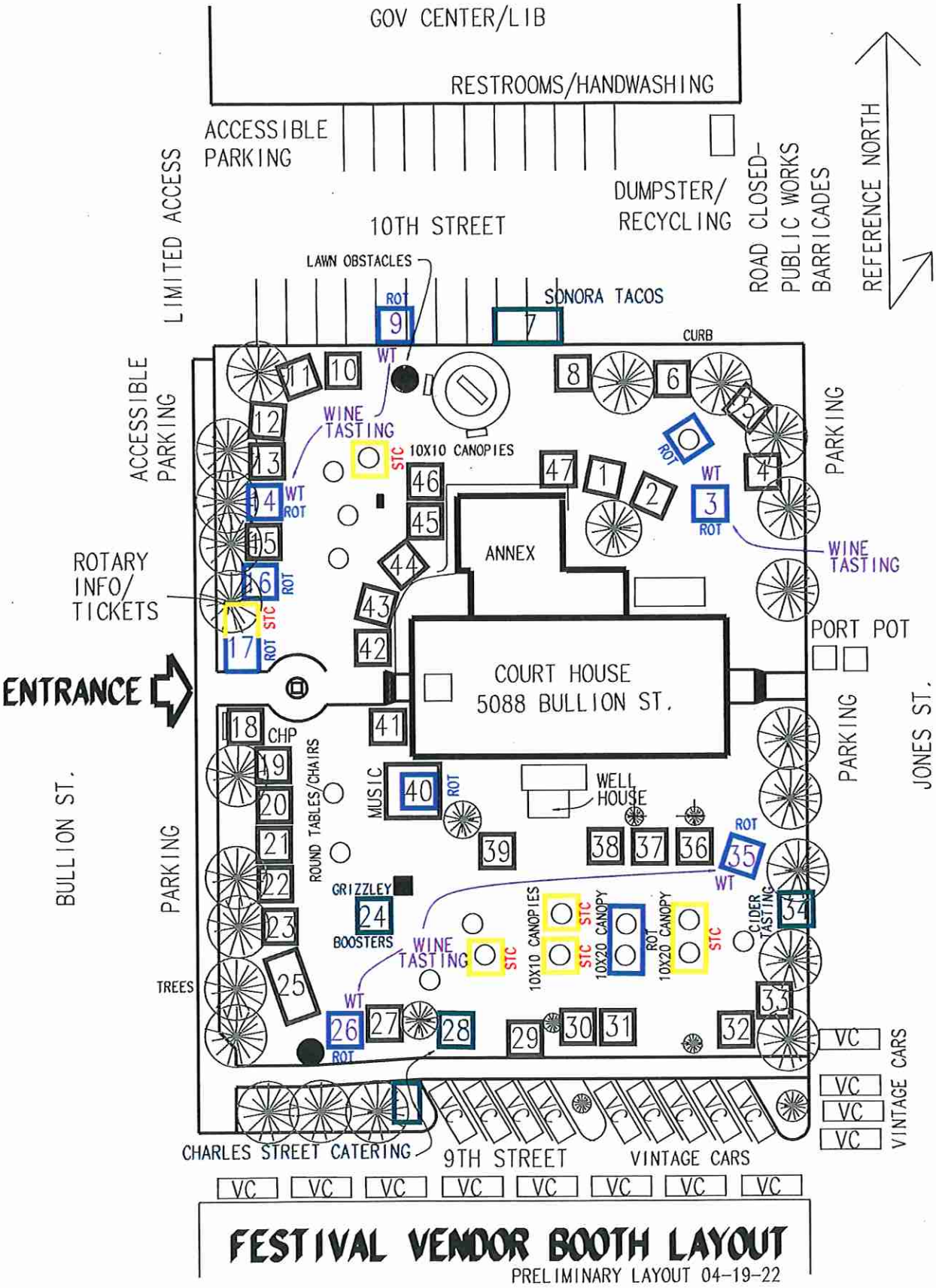
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cynthia L. La Montaine

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Attachment: Art & Wine Ins 2023 (RES-2023-91 : Waive Fees & Approve Street Closure of 9Th & 10Th Streets for Art, Wine & Wheels Event)



FESTIVAL VENDOR BOOTH LAYOUT

PRELIMINARY LAYOUT 04-19-22

Attachment: Art & Wine Map 23 (RES-2023-91 : Waive Fees & Approve Street Closure of 9Th & 10Th Streets for Art, Wine & Wheels Event)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-92

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Update on Worman Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:
Accept the Emergency Repair Work on Worman Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3).

SCCI of Catheys Valley successfully completed all work necessary to reopen the road.

The County pays emergency work using a time and materials methodology with a fixed profit. Staff will return to the Board with an informational item of all emergency repair costs once invoicing is complete.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Pursuant to Public Contract Code section 22050(c)(1), the Board reviewed the emergency action at its regularly scheduled meetings on January 17 and January 24, and determined by a four-fifths vote that there was a need to continue the action.

This is the third and final update.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:
These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13795

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-93

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Update on Preston Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:
Accept the Emergency Repair Work on Preston Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3).

Palmer Tractor of Catheys Valley successfully completed all work necessary to reopen the road.

The County pays emergency work using a time and materials methodology with a fixed profit. Staff will return to the Board with an informational item of all emergency repair costs once invoicing is complete.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Pursuant to Public Contract Code section 22050(c)(1), the Board reviewed the emergency action at its regularly scheduled meetings on January 24, and determined by a four-fifths vote that there was a need to continue the action.

This is the second and final update.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:
These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13796

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-94

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Update on Indian Peak Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:
Accept the Emergency Repair Work on Indian Peak Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3).

Williams Excavation of Mariposa successfully completed all work necessary to reopen the road.

The County pays emergency work using a time and materials methodology with a fixed profit. Staff will return to the Board with an informational item of all emergency repair costs once invoicing is complete.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Pursuant to Public Contract Code section 22050(c)(1), the Board reviewed the emergency action at its regularly scheduled meetings on January 17 and January 24, and determined by a four-fifths vote that there was a need to continue the action.

This is the third and final update.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:
These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13797

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-95

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Update on Hornitos Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:
Accept the Emergency Repair Work on Hornitos Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3).

ASI of Mariposa successfully completed all work necessary to reopen the road.

The County pays emergency work using a time and materials methodology with a fixed profit. Staff will return to the Board with an informational item of all emergency repair costs once invoicing is complete.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Pursuant to Public Contract Code section 22050(c)(1), the Board reviewed the emergency action at its regularly scheduled meeting on January 24, and determined by a four-fifths vote that there was a need to continue the action.

This is the second and final update.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:
These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13798

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-96

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Update on Jerseydale Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:
Accept the Emergency Repair Work on Jerseydale Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3).

George Reed of Modesto successfully completed all work necessary to reopen the road.

The County pays emergency work using a time and materials methodology with a fixed profit. Staff will return to the Board with an informational item of all emergency repair costs once invoicing is complete.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Pursuant to Public Contract Code section 22050(c)(1), the Board reviewed the emergency action at its regularly scheduled meetings on January 17 and January 24, and determined by a four-fifths vote that there was a need to continue the action.

This is the third and final update.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:
These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13799

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-97

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Update on West Westfall Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:
Review Emergency Repair Work on West Westfall Road as Required by Public Contract Code Section 22050(c)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050.

Palmer Tractor of Catheys Valley continues emergency culvert repairs to open the road.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Pursuant to Public Contract Code section 22050(c)(1), the Board reviewed the emergency action at its regularly scheduled meeting on January 24, 2023, and determined by a four-fifths vote that there was a need to continue the action.

This is the second update. The next update to the Board of Supervisors will occur on February 21, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:
These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13800

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

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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.

REF ID# 13818

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

AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ___day of _____, 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

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

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.

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

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.

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

(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	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Mark Thomas
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu, Clerk of the Board	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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Cost Proposal 2

Specific Rate of Compensation (On-Call or As-Needed Contracts)

Note: Mark-ups are Not Allowed

Consultant: Mark Thomas & Company, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Mariposa On-Call (A&E) Contract No. _____ Participation Amount $ _____ Date: 11/3/2022

For Combined Rate	Fringe Benefit 92.57% + General & Administrative 58.18%	=	Combined	150.75%
For Home Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Home Office	___%
For Field Office Rate	Fringe Benefit ___% + General & Administrative ___%	=	Field Office	___%
	Fee	=	13%	

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Classification	Loaded Hourly Billing Rates Straight	Overtime	Effective Date of Hourly Rate From	To	% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
Principal	$ 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
Sr. Engineering Manager	$ 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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Engineering Manager	$ 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
Design Manager	$ 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
Sr. Project Manager	$ 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
Sr. Technical Lead	$ 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
Project Manager	$ 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
Technical Lead	$ 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
Sr. Project Engineer	$ 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

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Sr. Technical Engineer	$ 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
Project Engineer	$ 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
Design Engineer II	$ 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
Design Engineer I	$ 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
Sr. Planner	$ 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
Planner II	$ 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
Planner I	$ 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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Sr. Technician	$ 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
Technician	$ 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
Intern	$ 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
Survey Division Manager	$ 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
Sr. Survey Manager	$ 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
Survey Manager	$ 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
Sr. Project Surveyor	$ 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

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-

Project Surveyor	$ 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
Sr. Surveyor	$ 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
Surveyor	$ 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
Lead Survey Technician	$ 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
Sr. Survey Technician	$ 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
Survey Technician	$ 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
Survey Intern	$ 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

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-

Single Chief*	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
(Prevailing wage is based on our union contract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
which sets the wage. For proposal purposes,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
we have estimated escalation date and rate)	$ 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
Single Instrumentman*	$ 154.00	$ 231.00	7/1/2022	6/30/2023		$ 54.35	$ 49.00 - $ 60.00
(Prevailing wage is based on our union contract	$ 158.62	$ 237.93	7/1/2023	6/30/2024	3.00%	$ 55.98	$ 50.47 - $ 61.80
which sets the wage. For proposal purposes,	$ 163.38	$ 245.07	7/1/2024	6/30/2025	3.00%	$ 57.66	$ 51.98 - $ 63.65
we have estimated escalation date and rate)	$ 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
Single Chainman*	$ 148.00	$ 222.00	7/1/2022	6/30/2023		$ 52.23	$ 46.00 - $ 58.00
(Prevailing wage is based on our union contract	$ 152.44	$ 228.66	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 47.38 - $ 59.74
which sets the wage. For proposal purposes,	$ 157.01	$ 235.52	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 48.80 - $ 61.53
we have estimated escalation date and rate)	$ 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
Apprentice*	$ 104.00	$ 156.00	7/1/2022	6/30/2023		$ 36.70	$ 27.00 - $ 43.00
(Prevailing wage is based on our union contract	$ 107.12	$ 160.68	7/1/2023	6/30/2024	3.00%	$ 37.81	$ 27.81 - $ 44.29
which sets the wage. For proposal purposes,	$ 110.33	$ 165.50	7/1/2024	6/30/2025	3.00%	$ 38.94	$ 28.64 - $ 45.62
we have estimated escalation date and rate)	$ 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
1 Person Field Crew*	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
(Prevailing wage is based on our union contract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
which sets the wage. For proposal purposes,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
we have estimated escalation date and rate)	$ 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
2 Person Field Crew*	$ 318.00	$ 477.00	7/1/2022	6/30/2023		$ 112.23	$ 98.00 - $ 126.00
(Prevailing wage is based on our union contract	$ 327.54	$ 491.31	7/1/2023	6/30/2024	3.00%	$ 115.60	$ 100.94 - $ 129.78
which sets the wage. For proposal purposes,	$ 337.37	$ 506.05	7/1/2024	6/30/2025	3.00%	$ 119.06	$ 103.97 - $ 133.67
we have estimated escalation date and rate)	$ 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
3 Person Field Crew*	$ 422.00	$ 633.00	7/1/2022	6/30/2023		$ 148.93	$ 125.00 - $ 181.00
(Prevailing wage is based on our union contract	$ 434.66	$ 651.99	7/1/2023	6/30/2024	3.00%	$ 153.40	$ 128.75 - $ 186.43
which sets the wage. For proposal purposes,	$ 447.70	$ 671.55	7/1/2024	6/30/2025	3.00%	$ 158.00	$ 132.61 - $ 192.02
we have estimated escalation date and rate)	$ 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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Sr. LAUD Division Manager	$ 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
LAUD Division Manager	$ 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
Sr. LAUD Project Manager	$ 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
LAUD Project Manager	$ 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
Sr. Landscape Architect	$ 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
Landscape Architect	$ 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
Landscape Designer II	$ 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

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Landscape Designer I	$ 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
Landscape Intern	$ 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
District Manager-Engineer	$ 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
Deputy District Manager	$ 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
Operations Manager	$ 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
Sr. Sanitary Project Engineer	$ 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
Sanitary Project Engineer	$ 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

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-

Associate Sanitary Engineer	$ 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
Assistant Sanitary Engineer	$ 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
Sr. Inspector*	$ 132.00	N/A	7/1/2022	6/30/2023		$ 46.59	$ 41.00 - $ 52.00
(Prevailing wage is based on our union contract	$ 135.96	N/A	7/1/2023	6/30/2024	3.00%	$ 47.98	$ 42.23 - $ 53.56
which sets the wage. For proposal purposes,	$ 140.04	N/A	7/1/2024	6/30/2025	3.00%	$ 49.42	$ 43.50 - $ 55.17
we have estimated escalation date and rate)	$ 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
Inspector*	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 33.00 - $ 44.00
(Prevailing wage is based on our union contract	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 33.99 - $ 45.32
which sets the wage. For proposal purposes,	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 35.01 - $ 46.68
we have estimated escalation date and rate)	$ 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
Inspector - Apprentice*	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 20.00 - $ 33.00
(Prevailing wage is based on our union contract	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 20.60 - $ 33.99
which sets the wage. For proposal purposes,	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 21.22 - $ 35.01
we have estimated escalation date and rate)	$ 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
Area Manager - CM	$ 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
Division Manager - CM	$ 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

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-

Sr. Project Manager - CM	$ 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
Project Manager - CM	$ 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
RE/Structural Representative	$ 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
Asst. Resident Engineer*	$ 207.00	N/A	7/1/2022	6/30/2023		$ 73.06	$ 53.00 -	$ 88.00
(Prevailing wage is based on our union contract	$ 213.21	N/A	7/1/2023	6/30/2024	3.00%	$ 75.25	$ 54.59 -	$ 90.64
which sets the wage. For proposal purposes,	$ 219.61	N/A	7/1/2024	6/30/2025	3.00%	$ 77.50	$ 56.23 -	$ 93.36
we have estimated escalation date and rate)	$ 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
Inspector - CM*	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 51.00 -	$ 88.00
(Prevailing wage is based on our union contract	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 52.53 -	$ 90.64
which sets the wage. For proposal purposes,	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 54.11 -	$ 93.36
we have estimated escalation date and rate)	$ 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
Office Engineer	$ 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
Office Technician	$ 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

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-

Expert Witness	$ 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
Strategic Consulting	$ 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
Funding Manager	$ 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
Sr. Funding Specialist	$ 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
Funding Specialist	$ 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
Sr. Project Accountant	$ 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
Project Accountant	$ 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

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-

Sr. Project Coordinator	$ 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
Project Coordinator	$ 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
Sr. Project Assistant	$ 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
Project Assistant	$ 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
Sr. Technical Writer	$ 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
Technical Writer	$ 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
Sr. Graphic Manager	$ 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

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-

Sr. Graphic Designer	$ 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
Graphic Designer	$ 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

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

• Denote all employees subject to prevailing wage with an asterisks (*)

• For “Other Direct Cost” listing, see page 2 of this Exhibit

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-

Consultant: Mark Thomas & Company, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Mariposa On-Call (A&E) Contract No. _____ Date: 11/3/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs		Miles	IRS Rate	$ -
Reproductions (half sheet)		Sheet	Cost	$ -
Reproductions (whole sheet)		Sheet	Cost	$ -
Postage/Delivery/Overnight		Each	Cost	$ -
Per Diem		Each	Cost	$ -
Lodging		Each	Cost	$ -
Traffic Control		Cost	Cost	$ -
Potholing		Cost	Cost	$ -
Subconsultant 1: Crawford & Associates				$ -
Subconsultant 2: FirstCarbon Solutions				$ -
Subconsultant 3: NorthStar Engineering Group				$ -

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
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 reimburseable 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.

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-

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.

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

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.

Attachment: Mark Thomas Master Contract (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

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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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. 1 Date: _____

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (_____-_____) 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 plans & specifications for the ATP MES Connectivity Project. Work includes project management, survey, geotechnical investigations, utility coordination, environmental studies, final PS&E, and bidding and construction support.

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 $423,658.

Funding Source 5501-350-70331
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

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Mark Thomas Task Order No. 1 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

Attachment: Mark Thomas Task Order No. 1 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

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 (NORTHSTAR)

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 crossings and intersections
- Lines of occupation including fences, structures, and apparent encroachments
- Trees (6” or larger)/Limits of tree clusters
- Utility paint marks painted by USA
- Structures.

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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. FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH (CRAWFORD)

The project will include sidewalk improvements and a Type 6A retaining wall about 60 ft long at the southeast corner of Bullion St and 6th St. Caltrans standard Type 6A retaining walls are anticipated to range from 3.25 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

Crawford will meet with the design team and the County to coordinate our site access and the project needs and schedule. Crawford will review pertinent documents, including any available County data and published geologic mapping of the site. We will conduct geologic reconnaissance, review site aerial photographs, coordinate with the County and the Design team to identify the boring locations, notify Underground Service Alert (USA) and schedule the fieldwork. We will acquire a County Boring permit and encroachment permit.

Task 3.2. Subsurface Exploration

To assess the subsurface soil and ground water conditions at the proposed retaining wall location, Crawford will drill, log, and sample three to four test borings along the proposed sidewalk improvements and retaining wall location to depths of up to approximately 5 and 30 feet below ground surface. The borings will be advanced using auger drilling equipment until refusal is encountered.

Our Engineer/Geologist will direct the sampling and log the borings. The drilling contractor will advance the borings with a rubber-tired, truck-mounted drill rig using 6- to 8-inch-diameter hollow or solid stem augers. Standard Penetration Test

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and California Modified sampling with a 140-pound automatic hammer will be performed continuously in the upper 5 feet and at 5-foot intervals thereafter within the borings to obtain samples and blow count information.

Groundwater elevations will be noted, where encountered. Visual soil classification will be performed on all samples. We will collect bulk and relatively undisturbed soil samples from the borings for laboratory testing. The borings will be backfilled according to the boring permit and capped with soil.

Task 3.3. Laboratory Testing

We propose the following laboratory tests on select, representative soil samples obtained from the exploratory borings (as necessary): moisture/density, grainsize analysis, plasticity index, corrosion, and unconfined compressive or direct shear testing.

Task 3.4. Engineering Analysis

Crawford will conduct engineering analysis to support recommendations contained in a Geotechnical Design Report.

Task 3.5. Draft and Final Reports

The report will contain the following: Scope of Work; Site Description; Project Description; Field Exploration; Laboratory Testing; Site Geology and Subsurface Conditions; Seismic Data and Evaluation; Liquefaction Evaluation; Slope Stability Analysis; Caltrans standard retaining wall recommendations; Grading Recommendations; Construction Considerations; Location and Site Map; Fault Map; Geologic Map; Log of Test Borings; Laboratory Test Results.

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 4.2. Potholing

Physical potholes may be necessary to confirm horizontal and vertical location of utilities. Mark Thomas will secure pothole services to perform the work. 10 potholes are assumed for budgeting purposes. NSE will perform a field survey to collect points for the potholes excavated. The information will include the reference points provided by the pothole firm to locate the existing utilities. If additional potholes are needed Mark Thomas will seek approval from the County prior to proceeding.

TASK DELIVERABLES

- Utility A, B, and C Letters for County Signature

Attachment: Mark Thomas Task Order No. 1 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

TASK 5. ENVIRONMENTAL PERMITTING (FCS)

Task 5.1. Environmental Revalidation

The proposed project is a candidate for a streamlined approach to CEQA review. The possible CEQA statutory and categorical exemptions are discussed below:

Section 15168 is a streamlining process establishing a statutory exemption for projects involving individual activities that are consistent with the environmental effects analyzed within the scope of a certified programmatic Environmental Impact Report. FCS anticipates that the proposed project would further the goals, policies and programs of the Mariposa County General Plan and would be consistent with and would implement the Mariposa County General Plan's Circulation Goal 9-3: Create a bicycle, pedestrian, and equestrian system for recreation and transportation use. Additionally, the proposed project would be consistent with the noise, traffic and other construction-related policies in the General Plan. As such the proposed project would likely be exempt from further CEQA review as it is consistent with the General Plan and General Plan Program EIR.

Similarly, Section 15183 establishes a statutory exemption for projects that are consistent with the development density established by General Plan policies.

CEQA Exemption Section 15303(d) New construction or conversion of small structures applies to "construction and location of limited numbers of new, small facilities or structures", including but not limited to "water mains, sewage, electrical, gas, and other utility extensions including street improvements, of reasonable length to serve such construction."

CEQA Exemption Section 15304(a) Minor alterations to land applies to "Minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of mature, scenic trees except for forestry and agricultural purposes", including but not limited to:

- Grading on land with a slope of less than ten (10) percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard, such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist;

In addition to the potential exemptions listed above, CEQA Guidelines Section 15300.2 lists additional criteria that must be considered and evaluated to determine whether an exemption from CEQA review is appropriate. The criteria listed in Section 15300.2 are called exceptions, and include the following:

a) **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located - a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

b) **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

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c) **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

f) **Historical Resources.** The memorandum would include an evaluation of these exceptions to confirm whether any of them apply to the proposed project.

FCS will evaluate the project according to one or more of the listed exemptions, and will also evaluate whether any exceptions listed in Section 15300.2 would prohibit the project from qualifying for an exemption.

Based on the assumption that none of the 15300.2 exceptions would apply to the proposed project and that the proposed project would not have impacts beyond what was analyzed in the General Plan, FCS anticipates that a simple memorandum of no more than 10 pages will suffice in support of the Exemption.

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 5.1.1. 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 5.1.2. Project Description and Site Plan Review

Using the information obtained at the kickoff meeting, FCS will prepare a comprehensive Project Description for Mark Thomas' review and approval that clearly describes and illustrates the proposed development activity, required discretionary approvals, and other pertinent information. The approved Project Description will form the basis for evaluating the project in the CEQA document.

The Project Description will include all of the information required to define the project for purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the project, and clearly illustrated project primary components displayed in exhibits based on geographic information systems (GIS) data.

The Draft Project Description will be submitted to Mark Thomas for review and approval prior to the development of the Administrative Draft CE Memorandum. This scope of work assumes that Mark Thomas will provide focused changes/revisions and clear direction on the Administrative Draft Project Description and will approve the Project Description once FCS has incorporated these changes. Any changes to the Project Description made after the Applicant has issued their approval and work on technical analysis has been initiated will require a budget augmentation and may extend the project schedule.

Attachment: Mark Thomas Task Order No. 1 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

TASK DELIVERABLES

- Electronic version (via email) of the Administrative Draft Project Description in Word format.
- Electronic version (via email) of the Final Project Description in Word format.

Task 5.1.3. Preparation of Technical Studies

Based on the ultimate alignment determined to be needed for the sidewalk project, there is the potential for impacts to existing cultural/historic resources and to trees. Therefore, the following technical studies should be performed.

Task 5.1.3.1. Phase I Cultural Resources Assessment (PI-CRA)

FCS will assess the potential for existing and undiscovered cultural resources at the project site, the results of which will be compiled into a stand-alone Phase I Cultural Resources Assessment (PI-CRA). This document will meet the Office of Historic Preservation (OHP) standards for Phase I evaluations and can be used to support determinations in any additional CEQA reporting. The PI-CRA will detail the results of the field investigation, record searches, and any additional resources discovered as a result of the assessment, as well as any recommendations for further study and/or mitigation within the project area, as needed. Should any significant cultural resources requiring recordation or evaluation be discovered during the records search or pedestrian survey, they will be addressed in a separate scope-of-work as described below.

Record Searches

FCS will conduct a records search at the Northwest Information Center affiliated with Sonoma State University and located in Rohnert Park. The record search will include a search of previous studies and identified cultural resources within the project area and a 1/2-mile radius. The National Register of Historic Places, the California Register of Historical Resources, the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listings, the Historic Property Data File, the California Built Environment Resource Directory, historic maps and photographs will be consulted along with other pertinent historic data. FCS will also attempt to locate and contact local historical societies that may have additional information about the project area, or interest in the project.

A letter will be sent requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and provide recommendations on any Native American concerns and potential Tribal Cultural Resources (TCRs). From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting any additional information they may have about the proposed project area. Please note that this process is for information gathering purposes in order to support conclusions made within the Phase I Cultural Resources Assessment and does not satisfy lead agency consultation requirements pursuant to Public Resources Code Sections 21080.3.1 and 21080.3.2 (a.k.a. AB 52). Additional AB 52 consultation services beyond the current scope of work are available upon request.

Cultural Resources Field Survey

A field survey will be conducted for the project area by an FCS Project Archaeologist utilizing standard 15 meter transect intervals and will include all portions of the project area, where possible.

Initial review of historic aerials dating back to the 1940s indicate the project area may contain buildings or structures over 45 years in age. Properties over 45 years in age are considered potential historic resources under CEQA and may require determination as to (1) whether the property is a historic resource, and (2) whether the proposed project may cause a substantial adverse change in the significance of a historic resource.

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All previously unrecorded historic buildings/structures or archaeological sites will need to be initially evaluated for historic significance and recorded 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 will be addressed in a separate scope of work, if required.

Phase I Cultural Resources Assessment Report

FCS will compile the results of the records searches, pedestrian survey, NAHC and tribal outreach into a PI CRA that will meet Office of Historic Preservation (OHP) standards for Phase I Cultural Resource studies under CEQA. The Phase I Report will include an analysis of existing and potential cultural resources and recommendations for further study and/or mitigation within the project area, as needed.

TASK DELIVERABLES

- Electronic version (via email) of the PI CRA.

Task 5.1.3.2. Tree Inventory Report

FCS has partnered with South Environmental to prepare a Tree Inventory report for the project, which will require the following tasks.

Conduct Tree Inventory

Two qualified biologists will inventory all trees with a trunk diameter of 4-inches or more that are within, or the canopy is within the proposed work areas. The survey will include recording the trunk location with a sub-meter accurate GPS, measuring canopy height and spread, assessing health and disease, and assessing potential impacts to the tree from construction. Each tree will be photographed. Up to 100 trees are included in the cost for this proposal and additional trees will require additional hours and costs.

Prepare Tree Inventory Report

South Environmental will prepare a written report describing the proposed project and background, the methods and results of the tree inventory. The report will include a map of the trees, canopies, and proposed construction impacts. An assessment of impacts to the trees on the project site will be included as will recommendations for avoiding or minimizing impacts to the trees.

TASK DELIVERABLES

- Electronic version (via email) of the Tree Inventory Report

Task 5.1.4. Preparation of 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.

Attachment: Mark Thomas Task Order No. 1 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

Task 5.1.5. 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 5.2. Environmental Permits

Due to the developed nature of the project site, environmental permitting is not anticipated.

TASK 6. FINAL DESIGN – PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

Task 6.1. Geometric Approval Drawings - 30% Plans

Task 6.1.1. 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. The plans will show sidewalk locations, lane and shoulder widths, retaining walls, hand rails, parking locations, curb ramps and driveway locations, crosswalks and corridor striping. This submittal will show the proposed improvements along Bullion St, 6th St, 7th St, and Jones St. The 30% Plan Submittal will be to 1 inch = 40 feet scale.

Task 6.1.2. Retaining Walls

Mark Thomas will prepare a Retaining Wall General Plan sheet for the proposed wall. The wall type will be determined based on site conditions, loading requirements and geotechnical recommendations. The General Plan sheet will show the layout, elevation view and typical cross section. For this scope, we assume one Standard Plan type retaining wall will be designed with an approximate length of 60 feet and approximate height of 4 feet.

Task 6.2. 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	5
Plan and Profile	1”=20’	6
Construction Details	Varies	10
Drainage Plans	1”=20’	6
Utility Plans	1”=20’	4

Attachment: Mark Thomas Task Order No. 1 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

Retaining Wall Plans	Varies	3
Construction Area Signs Plan	n/a	1
Traffic Handling Plans	1"=20'	2
Signing and Striping	1"=20'	4
Total Sheets		**43**

Task 6.2.1. 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 6.2.2. 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 6.3. 90% Plans

Task 6.3.1. 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 6.3.2. 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 6.4. 100% Plans

Task 6.4.1. 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.

Attachment: Mark Thomas Task Order No. 1 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

Task 6.4.2. 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 6.5. 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 6.6. 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.

Attachment: Mark Thomas Task Order No. 1 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

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

Attachment: Mark Thomas Task Order No. 1 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

EXHIBIT B

COST PROPOSAL FOR PROJECT SCOPE: Mariposa- Sidewalk Project

														Subconsultants			
MARK THOMAS		Sr. Engineering Manager $361	Sr. Project Manager $252	Project Manager $204	Technical Lead $204	Sr. Project Engineer $177	Project Engineer $157	Design Engineer II $135	Design Engineer I $110	Sr. Technician $138	Intern $63	Sr. Project Accountant $176	Total Hours	Total MT Cost	Northstar DBE	FCS DBE	Crawford DBE	TOTAL COST
PART 1	**DESIGN/DEVELOPMENT TASKS**																	
1.0	**PROJECT MANAGEMENT/COORDINATION**																	
1.1	Project Development Team Meetings		16				16						32	$6,544	-	-	-	$6,544
1.2	Client/Agency Coordination	4	8				24						36	$7,228	-	-	-	$7,228
1.3	Monthly Progress Reports		4				18					30	52	$9,114	-	-	-	$9,114
1.4	Quality Assurance/Quality Control		4		16		8						28	$5,528	-	-	-	$5,528
	Subtotal Phase 1	**4**	**32**	**0**	**16**	**0**	**66**	**0**	**0**	**0**	**0**	**30**	**148**	**$28,414**	**$0**	**$0**	**$0**	**$28,414**
2.0	**SURVEYS/MAPPING**																	
2.1	Data Gathering/Review						8	12	16				36	$4,636	3,738	-	-	$8,374
2.2	Subsurface Exploration												0	$0	27,792	-	-	$27,792
2.3	ROW Retracement Surveys												0	$0	7,857	-	-	$7,857
2.4	Prepare Landnet/Survey Control												0	$0	2,574	-	-	$2,574
	Subtotal Phase 2	**0**	**0**	**0**	**0**	**0**	**8**	**12**	**16**	**0**	**0**	**0**	**36**	**$4,636**	**$41,962**	**$0**	**$0**	**$46,598**
3.0	**FIELD INVESTIGATIONS/GEOTECH RESEARCH**																	
3.1	Site Reconnaissance, Project Preparation, Site Surveys and USA												0	$0	-	-	5,947	$5,947
3.2	Field Exploration												0	$0	-	-	2,262	$2,262
3.3	Laboratory Testing												0	$0	-	-	817	$817
3.4	Engineering Analysis												0	$0	-	-	3,620	$3,620
3.5	Draft and Final Reports		2	2			8						12	$2,168	-	-	6,016	$8,184
	Subtotal Phase 3	**0**	**2**	**2**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**12**	**$2,168**	**$0**	**$0**	**$18,662**	**$20,830**
4.0	**UTILITY COORDINATION**																	
4.1	Utility Coordination		2				20	40					62	$9,044	-	-	-	$9,044
4.2	Potholing												0	$0	6,512	-	-	$6,512
	Subtotal Phase 4	**0**	**2**	**0**	**0**	**0**	**20**	**40**	**0**	**0**	**0**	**0**	**62**	**$9,044**	**$6,512**	**$0**	**$0**	**$15,556**
5.0	**ENVIRONMENTAL PERMITTING**																	
5.1	**Environmental Revalidation**																	
5.1.1	Project Initiation			2									2	$408	-	870	-	$1,278
5.1.2	Project Description and Site Plan Review			2									2	$408	-	2,620	-	$3,028
5.1.3	Prepration of Techincal Studies												0	$0	-	-	-	$0
5.1.3.1	Phase 1 - Cultrual Resource Assessment			2									2	$408	-	7,730	-	$8,138
5.1.3.2	Tree Inventory Report			2									2	$408	-	7,785	-	$8,193
5.1.4	Preparation of Adminstrative Draft Exemption Memorandum			2			2						4	$722	-	6,365	-	$7,087
5.1.5	Final Exemption Memorandum						2						2	$314	-	1,700	-	$2,014
	Subtotal Phase 5	**0**	**0**	**10**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**14**	**$2,668**	**$0**	**$27,070**	**$0**	**$29,738**
6.0	**FINAL DESIGN - PLANS, SPECS & ESTIMATE (PS&E)**																	
6.1	**GEOMETRIC APPROVAL DRAWINGS (30%) PLANS**																	
6.1.1	30% - Roadway	4	40				80	100			80		304	$42,624	-	-	-	$42,624
6.1.2	30% - Retaining Walls		16			16		4		16			52	$9,612	-	-	-	$9,612
6.2	**60% PLANS**																	
6.2.1	60% - Roadway	4	40				80	100	100		80		404	$53,624	-	-	-	$53,624
6.2.2	60% - Retaining Walls		4			16		8		16			44	$7,128	-	-	-	$7,128
6.3	**90% PLANS**																	
6.3.1	90% - Roadway	4	40				80	100	100		80		404	$53,624	-	-	-	$53,624
6.3.2	90% - Retaining Walls		4			4		16	8	8			40	$5,860	-	-	-	$5,860
6.4	**100% PLANS**																	
6.4.1	100% - Roadway	4	10				40	50	40		40		184	$23,914	-	-	-	$23,914
6.4.2	100% - Retaining Walls		4			4		4	4	4			20	$3,248	-	-	-	$3,248
6.5	Special Provisions		4		8		20	40			40		112	$13,700	-	-	-	$13,700
6.6	Estimates		4		4		8	40			40		96	$11,000	-	-	-	$11,000
	Subtotal Phase 6	**16**	**166**	**0**	**12**	**40**	**308**	**462**	**252**	**44**	**360**	**0**	**1660**	**$224,334**	**$0**	**$0**	**$0**	**$224,334**
TASK 2	**BIDDING AND CONSTRUCTION SUPPORT**																	
2.1	**ASSISTANCE DURING CONSTRUCTION/BIDDING**																	
2.1.1	Bidding Assistance		2				20	14					36	$5,534	-	-	-	$5,534
2.2	**DESIGN SUPPORT DURING CONSTRUCTION**																	
2.2.1	Construction Support		4				16	16	32				68	$9,200	-	-	-	$9,200
2.2.2	Record Drawings						8	16					24	$3,416	-	-	-	$3,416
	Subtotal TASK 2	**0**	**6**	**0**	**0**	**0**	**44**	**46**	**32**	**0**	**0**	**0**	**128**	**$18,150**	**$0**	**$0**	**$0**	**$18,150**
TOTAL HOURS		**20**	**208**	**12**	**28**	**40**	**458**	**560**	**300**	**44**	**360**	**30**	**2060**					
OTHER DIRECT COSTS														**$23,070**	**$0**	**$0**	**$16,968**	**$40,038**
TOTAL COST		**$7,220**	**$52,416**	**$2,448**	**$5,712**	**$7,080**	**$71,906**	**$75,600**	**$33,000**	**$6,072**	**$22,680**	**$5,280**		**$312,484**	**$48,474**	**$27,070**	**$35,630**	**$423,658**

Attachment: Mark Thomas Task Order No. 1 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering Services)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3300	300	60156	Materials			$350,000
3300	300	80111	Transfer Out - General		$350,000	
5501	350	49101	Transfer In - General		($350,000)	
5501	350	70311	Roads and Bridges		$350,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$350,000	$350,000

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.

JUSTIFICATION: Civil Enggineering Agreement with Mark Thomas

DEPT HEAD SIGNATURE DATE: 2/9/23

APPROVED BY RES NO. CLERK DATE

3300 Roads

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY22-23 Fund 3300 Xfr to 5501 (RES-2023-98 : Approve Agreement with Mark Thomas for On-Call Civil Engineering

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-99

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with KPA Group for On-Call Facilities & Architectural Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services; Approve Task Order No. 1 for the Probation Department Space Analysis and Conceptual Design Project in the Amount Not to Exceed $67,135; 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 Facilities and Architectural Services from NJA and KPA Group. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to KPA Group. This firm will be used for Capital Improvement and work performed by the Facilities Division. Future tasks may include office additions and remodels.

Task Order No. 1 is for investigation of the existing facilities, space analysis, and concept drawings for a new facility for the Probation Department.

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.

ATTACHMENTS:
KPA Master Contract (PDF)

REF ID# 13819

KPA Task Order No. 1 (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

AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ___day of _____, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and KPA Group ("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

Attachment: KPA Master Contract (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

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.

Attachment: KPA Master Contract (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

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.

Attachment: KPA Master Contract (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

(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.

Attachment: KPA Master Contract (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

(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)

Attachment: KPA Master Contract (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

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.

Attachment: KPA Master Contract (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

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:
KPA Group
6700 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

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	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	KPA Group
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu, Clerk of the Board	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 Facilities and Architectural Services and Construction Support. Work to include:

- Project Development Support
- Programming and Feasibility Studies
- Space Planning
- ADA Design
- LEED and Sustainability Studies
- Building Evaluations
- Schematic Design
- Design Development
- Construction Documents

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Fee Schedule

KPA's breakdown of hourly rates for personnel to be assigned to the projects are proposed as follows:

PROFESSIONAL RATE

Category	2022	2023	2024
Principal	$235	$240	$240
Project Manager	$225	$230	$235
Registered Architect or Engineer	$200	$205	$210
Designer/Technical Professional	$185	$190	$195
CAD Technician	$150	$155	$155
Administrative	$100	$100	$105

Sub-consultant billing information aligns similarly to KPA's billing information above and will be provided upon contract award. Costs for expenses related to printing and travel are not marked up and may be provided based on individual projects or task orders. The KPA Group will maintain the above rates if additional overtime work is requested.

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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

Attachment: KPA Master Contract (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

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.

Attachment: KPA Master Contract (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

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.

Attachment: KPA Master Contract (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

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.

Attachment: KPA Master Contract (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

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

KPA Group Task Order No. 1 Date: _____

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (_____-_____) between Mariposa County ('County') and KPA Group ('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 concepts for the Probation Department. Work includes Project Management, Site Investigations and Existing Conditions Assessment, Space Programming, Concept Design and Construction Estimates.

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 $67,135.

Funding Source
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 Supervisors

CONTRACTOR

_____
KPA Group

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: KPA Task Order No. 1 (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

Attachment: KPA Task Order No. 1 (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

KPA
THE KPA GROUP
ENGINEERS
ARCHITECTS

January 3, 2023

Matt Hespenheide, County Engineer
County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

Subject: Mariposa Probation Department – Phase 1 Design Services

Dear Matt,

The purpose of this agreement is to establish a scope of services and fee for design services for feasibility analysis and concept development of improvements to Mariposa County's Probation Department located at 5901 Bullion Street. The KPA Group visited the Probation Department with County staff on December 15, 2022.

The Mariposa County Probation Department operates three facilities at the Bullion Street site with additional offices located adjacent to the County Jail. The Bullion Street site contains two historic facilities each built in the mid 1870s and an additional Juvenile Facility constructed in 1995. One of the historic facilities is utilized by Probation Department administration and contains the entrance and lobby area for intake, break space, offices and an all-gender restroom. The second historic facility has been recently re-roofed and houses Chief offices along with conferencing space and a restroom. The Juvenile Facility houses additional offices, storage, all-gender restroom and standalone 96-hour juvenile detention area the County wishes to maintain. This area contains two separate detention rooms, a dayroom, Kitchenette with laundry and a toilet room with shower. The three facilities are connected by a concrete walk. A secured outdoor area with basketball court is located behind the juvenile building. No county radio communication equipment is located onsite.

Project Understanding

The Bullion Street site houses approximately 15 employees with the remainder of staff working at the auxiliary location. The County and Probation Department wish to make improvements at the Bullion Street site to house all Probation Department staff in one location. New construction to provide office space for approximately 22 individuals is desired with secured parking for Probation Department vehicles. The Probation Department wishes to provide separate lobby entrances for juvenile and adult offenders. Other requested improvements include more storage space, separate male and female locker rooms, showers, drug testing area and site security.

The County of Mariposa wishes to obtain an understanding of existing facility deficiencies and space requirements to define possible options to reconfigure the Bullion Street Site. ADA improvements small be implemented to the final project design. Currently, Mariposa County has budgeted $1.7 million for a new Probation Department building with an additional $375,000 budgeted for the Juvenile Facility.

Scope of Services

This document provides a Scope of Services for design services for feasibility of improvements to the Mariposa County Probation Department.

The Phase 1 scope of services is organized into the following elements:

- Project Management and Coordination
- Site Investigation and Existing Conditions Assessment
- Space Programming

- Concept Formation
- Cost Estimating

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with the County of Mariposa, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout programming of improvements to the Mariposa Probation Department will be documented. The project manager will regularly coordinate the project and scheduling efforts and will lead the quality assurance process.

The KPA Group will meet with Mariposa County Public Works and Probation Department staff to discuss the needs and elements related to new construction and possible improvements. KPA will coordinate and communicate with Mariposa's project design team to align project goals with programming efforts. A meeting schedule for virtual and in-person meetings will be established at kickoff. KPA anticipates minimal involvement from mechanical, electrical or plumbing consultants during the initial project phase.

Site Investigation and Existing Conditions Assessment

We will visit the Mariposa Probation Department for a closer investigation of the site, existing building spaces, condition of building envelope and interior finishes, and existing equipment. Existing conditions will be documented in a field assessment checklist for various site and building elements including:

- Site
- Exterior Envelope
- Roofing
- Structure
- MEP Equipment
- ADA Compliance

KPA's field assessment checklist will rate specific building elements on a scale of 1 (critical condition) to 5 (excellent condition). Findings from the condition assessment will be documented and utilized for itemization of deferred maintenance. Deferred maintenance items will be prioritized and discussed with the County for inclusion into overall project design.

Utilities will be assessed for remaining service life and considerations for utility needs will be documented. Possible improvements include building envelope improvements, considerations for security cameras and for IT space conditioning.

Space Programming

KPA will assess needs of space for offices, meeting rooms, break areas, vehicle and equipment storage, parking, restrooms, private work areas, support spaces and other relevant spaces. We will obtain field verifications of dimensions in order to create accurate floor plans of existing department space distribution and a site plan to be utilized to illustrate possible areas of improvement. We will conduct space programming analysis to confirm or define space requirements for various Probation Department individuals.

Space Programming will begin with a KPA-conducted orientation meeting discussing current space deficiencies, possible workspace improvements, future staffing considerations and workspace changes. KPA will produce a worksheet to be completed by staff that describes different types of workspaces and potential deficiencies that exist at each space. The space planning worksheet separates typical administrative office spaces by type and size, and the worksheet allows for separate deficiencies related to spaces to be explained by staff and understood by KPA. Findings from discussion and completed worksheets will present an understanding of space requirements for various positions and employee spaces.

A space program will be developed showing necessary space requirements to be utilized for design of improvements to

Attachment: KPA Task Order No. 1 (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

the Bullion Street site. Square footages for programmed department spaces. Other space planning criteria including ADA requirements, exiting needs, fire and life safety considerations and other building code requirements will be considered and confirmed during this task. Findings from space needs discussions and survey will be reviewed by the County with KPA to identify areas of largest deficiencies and any over-utilized areas.

Concept Formation

Information obtained from Existing Conditions Assessment and Space Programming will be utilized during formation of possible improvements concepts. Concepts will incorporate sizing requirements for identified locations for department personnel. KPA will create three concepts for consideration by Mariposa County including a concept showing relocation of site access from Bullion Street to 10th Street and a concept utilizing the available adjacent land parcel across 10th Street. Support spaces, including public areas, conferencing space, lobby areas and other shared spaces will be programmed and incorporated into proposed concepts. Elements from individual proposed concepts may be combined into a final selected concept for further consideration and design. Elements illustrated in improvements concepts will include:

- Changes to site for improved ADA path of travel
- Code-required ADA improvements
- Changes to site for secured parking
- Options for lobby improvements and separate entrances
- Building additions and rehabilitations
- Reconfiguration of outdoor areas
- Reconfiguration of site pathways
- Increased land-use efficiency

Examples of concepts KPA may provide for consideration include:

1) Rehabilitation Concept – Retaining existing layout of facilities with new structures, ADA compliance and full modernization along with site improvements

2) Preservation Concept – Preserving existing layout of 1870s facilities with replacement or expansion of Juvenile Facility along with site improvements

3) Modernization Concept – Replacement of existing facilities with new facilities and site elements that align with current and future departmental needs

Concepts may illustrate new uses for the existing historic structures, including potential use by the Mariposa County Health & Human Services Agency.

Cost Estimating

KPA will provide cost estimates for individual deferred maintenance line items at existing facilities defined as part of Existing Conditions Assessment. We will also provide order of magnitude cost estimates that align with each of the provided concepts. Upon selection of preferred concept for design documents, KPA will refine and expand cost estimate for more detailed inclusions.

Deliverables

Site Investigation and Existing Conditions Assessment – Complete Condition Assessment Checklists including overall facility and site ranking; Deferred Maintenance Itemization; List of Recommended Inclusions into project; Photos in digital format

Space Programming – Floor plans of Existing Space Distribution; Department Survey Responses; Final Space Program for future needs

Concept Formation – Improvements Concepts – three (3); Preferred Concept – one (1)

Cost Estimating – Deferred Maintenance line-item costs; Order of Magnitude Concept costs; Refined Cost for selected concept

Attachment: KPA Task Order No. 1 (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

Next Steps

Upon completion of the Phase 1 Design Services and selection of an approved concept, the following are next steps required for project construction should the County choose to proceed:

- Construction Documents → Schematic Design (30% design documents), Design Development (60%) and Construction Documents (90% to 100%)
- Plan Review → Submit Construction Documents for review by Mariposa County Planning Department. Incorporate comments and prepare set for bidding
- Bidding and Bidding Support → Respond to bid questions and issue bid addenda if required. Assist Mariposa County in bid analysis
- Construction Administration → Provide services to respond to contractor Requests for Information (RFIs), review Shop Drawings, provide Construction Management support and attend Construction Meetings.

Owner Responsibilities

- Provide access to the existing facilities
- Provide as-built documents, PDFs or CAD files
- Provide County parcel maps for current site and adjacent 10th Street parcel
- Provide civil site survey with topography data
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connects and permitting

Compensation

The work described under the Scope of Services will be performed on a lump sum basis. The County of Mariposa will pay The KPA Group sixty seven thousand one hundred thirty five dollars ($67,135) as architectural and engineering fees for Phase 1 design work for the Mariposa Probation Department. Please see the attached compensation worksheet for a detailed breakdown of design tasks based on our current understanding of the project and scope of work.

Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on County of Mariposa desires of contracting.

Respectfully submitted,
The KPA Group

Paul W. Powers, AIA, NCARB
President
paulp@thekpagroup.com
(925) 872 - 0244

Attachment: KPA Task Order No. 1 (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

COUNTY OF MARIPOSA - Probation Department Design Services - Phase 1
Compensation Worksheet

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGNIEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$230.00	$205.00	$205.00	$190.00	$155.00	$100.00	
Project Management and Coordination								
1	Project management	8	2		8			$3,770.
2	Scheduling	2			8			$1,980.
3	Project meetings - recurring	2	4		8			$2,800.
4	QA/QC	4	4					$1,740.
SUBTOTAL		**$3,680.00**	**$2,050.00**	**$0.00**	**$4,560.00**	**$0.00**	**$0.00**	**$10,290.**
Site Investigation and Existing Conditions Assessment								
1	Kick-Off Discussion	1	2		8			$2,160.
2	Field Assessment Checklist		4	1	8			$2,545.
3	Deferred Maintenance Itemization	1	4	2	16			$4,500.
4	Utility Capacity		4	4	8			$3,160.
5	Considerations for Improvements	2	4		8			$2,800.
SUBTOTAL		**$920.00**	**$3,690.00**	**$1,435.00**	**$9,120.00**	**$0.00**	**$0.00**	**$15,165.**
Space Programming								
1	Existing space distribution - floor plans		8		8	12		$5,020.
2	Orientation meeting	1	8		8			$3,390.
3	Space needs worksheets		4		12		4	$3,500.
4	Final space program	1	4		8			$2,570.
SUBTOTAL		**$460.00**	**$4,920.00**	**$0.00**	**$6,840.00**	**$1,860.00**	**$400.00**	**$14,480.**
Concept Formation								
1	Improvements Concepts (3)	2	16	2	16	32	4	$12,550.
2	Applicable codes review and discussion		2		4			$1,170.
3	Refine selected concept	1	4	2	8	12	4	$5,240.
SUBTOTAL		**$690.00**	**$4,510.00**	**$820.00**	**$5,320.00**	**$6,820.00**	**$800.00**	**$18,960.**
Cost Estimating								
1	Deferred Maintenance costs		4	4	12			$3,920.
2	Concept Order of Magnitude Costs	1	2		8			$2,160.
3	Selected Concept - Refine Cost	1	2		8			$2,160.
SUBTOTAL		**$460.00**	**$1,640.00**	**$820.00**	**$5,320.00**	**$0.00**	**$0.00**	**$8,240.**
TOTAL HOURS		**27**	**82**	**15**	**164**	**56**	**12**	**3**
TOTAL COST		**$6,210.00**	**$16,810.00**	**$3,075.00**	**$31,160.00**	**$8,680.00**	**$1,200.00**	**$67,135.**

Attachment: KPA Task Order No. 1 (RES-2023-99 : Approve Agreement with KPA Group for On-Call Facilities & Architectural Services)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-100

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve Assumption of Risk and Release of Liability Agreement for Retired Sheriff's K9

RECOMMENDATION AND JUSTIFICATION:
Approve Assumption of Risk and Release of Liability and Defense and Indemnification Agreement for Retired Sheriff's K9 Niko and his current handler.

Sheriff's Office K9 Niko has been retired from duty. His current handler William Atkinson would like to retain possession of Niko. William Atkinson has been Niko's only handler, they have worked together for over 5 years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors previously approved agreements in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not approved the Sheriff's Office will need to find another owner for Niko willing to accept the liability of a retired canine used for law enforcement purposes.

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
Niko Agreement (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

Office of the Sheriff-Coroner Public Administrator

Jeremy R. Briese
Sheriff-Coroner-Public Administrator

Kevin M. Packard
Undersheriff

ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, AND DEFENSE AND INDEMNIFICATION AGREEMENT

I, William Atkinson, am accepting ownership of Niko , a retired dog previously owned and used in law enforcement by the Mariposa County Sheriff's Office (hereinafter the "dog").

I understand that my ownership of the dog involves inherent and other risks of death and injury to person and property. I voluntarily agree to expressly assume all risks of death or injury to person or property that may result from my ownership of the dog.

I agree to release the County of Mariposa, County of Mariposa Sheriff's Office, Mariposa County Sheriff and all other Mariposa County officers and employees from all liability for death or injury to person or property that results from my ownership of the dog.

I further agree to defend and indemnify the County of Mariposa, County of Mariposa Sheriff's Office, Mariposa County Sheriff, and all other Mariposa County officers and employees for any loss or damage arising from claims or lawsuits for death or injury to person or property related to my ownership of the dog.

Dated : 11/19/22 _____ _____
(Signature)

WITNESSED BY:

Dated : 11/19/22 _____ M. Charman #19
(Signature)

P.O. BOX 276 **Mariposa, CA 95338** **209/966-3615** **FAX 209/742-5090**

Attachment: Niko Agreement (RES-2023-100 : Approve Assumption of Risk and Release of Liability Agreement for Retired Sheriff's K9)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk · (209) 966-2007

RESOLUTION - ACTION REQUESTED 2023-101

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Courtney Morrow, Chief Deputy County Clerk - Elections

RE: Approve a License Agreement with Megabyte Systems, Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve the purchase of an additional module with Megabyte Systems for TOT processing ($25,000); approve an automatically renewing license agreement ($3,283.83 annually); and Authorize the Board of Supervisors Chair to Sign the Agreement

Megabyte Systems, Inc. is the Tax Collector's current property tax management software.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Megabyte Systems, Inc. has been the Tax Collector's property tax management software since 2019 and the department has experienced good success with the program's ease of use and efficiency

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Tax Collector's office will continue to utilize current software, proven to be ineffective for the management of the growing number of TOT certificates in Mariposa County.

FINANCIAL IMPACT:
There is no financial impact to the general fund

ATTACHMENTS:
Mariposa TOT Proposal (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

REF ID# 13832

Attachment: Mariposa TOT Proposal (RES-2023-101 : Approve a License Agreement with Megabyte Systems, Inc.)

County of Mariposa **September 7, 2022**

Application: MPTS Transient Occupancy Tax Module (TOT).

Background: The MPTS Transient Occupancy Tax (TOT) is a tax that is collected from the owners/operators of hotels or rental properties for the rent received from non-residents (stays shorter than 30 days). The tax is collected at the time that payment is made for the accommodation, and it is then remitted by the lodging operator to the county.

TOT Scope of Service: The TOT application has the following features.

- Intuitive, easy to navigate interface
- Flexibility in county setup (defining fiscal year start month, return due dates and penalties/fees)
- Ability to define multiple TOT rates and local (tourism) charges, calculated as a dollar amount per room sold or percent of receipts
- Ability to link properties to MPTS Assessment data
- Create and manage new TOT certificates, as well as certificates for existing TOT registration numbers
- Generation of quarterly TOT Return forms, registration certificates and letters
- Linking multiple certificates to a single filing agent
- TOT Return processing (including web portal for on-line filing of returns).
- Multiple returns can be filed for the same certificate and reporting period
- Process payments and deposits (including on-line credit card payments)
- Allowing partial payment of returns
- Various reports: non-payment, delinquency letter, financial reports

Megabyte Systems will import data for the certificates that have already been issued by the county. This includes the certificate number, operator name and address, property assessment number, name (optional) and address. If the property has a filing agent filing returns for the certificate, then the name and address of the property agent will be included. This does not include data for returns entered prior to going live with MPTS or any delinquent amounts owed against an existing certificate. Any historical data desired by the County will be converted at the hourly rate of $150. An estimate can be given after a full data review has been performed.

TOT application training and setup will be provided by Megabyte via the internet.

The installation of this product will be performed by Megabyte Systems, Inc.

The source code / programs remain the property of Megabyte Systems, Inc.

The cost of the TOT module is $25,000. This application has an annual licensing and support fee currently set at $3,283.83 for FY-2022/23. Annual licensing and support fee will begin on July 1, 2023. Beginning on July 1, 2023 the licensing and support fee will be subject to annual increases, in accordance with the percentage increase in the Consumer Price Index for the Pacific Cities and U.S. Cities Average published for the previous December of each year.

County of Mariposa **September 7, 2022**

Application: MPTS Transient Occupancy Tax Module (TOT).

This application is provided to the County under the terms and conditions set forth in the Software License Agreement entered into by the County of Mariposa and Megabyte Systems, Inc. on October 8, 2019.

County of Mariposa:

_____

By:_____

Date:_____

Megabyte Systems, Inc:

_____

By: Nicholas M. Betts, President

Date:_____

Attachment: Mariposa TOT Proposal (RES-2023-101 : Approve a License Agreement with Megabyte Systems, Inc.)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-76

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Resolution and Tile Plaque Pete Judy Retirement

RECOMMENDATION AND JUSTIFICATION:

Resolution and Tile Plaque Recognizing Pete Judy, Upon His Retirement as Chief Probation Officer (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors typically recognizes retiring department directors with 6 or more years of service.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize an employee upon their retirement.

ATTACHMENTS:
Pete Judy (DOCX)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY RESOLUTION NUMBER 2023-

A RESOLUTION RECOGNIZING PETE JUDY FOR OUTSTANDING SERVICE TO THE COUNTY OF MARIPOSA

WHEREAS PETE JUDY began working for San Diego County at the age of 16 as a custodian; and

WHEREAS PETE, at the age of 21 became a Probation Officer for San Diego County and for the next 25 years made his journey rising through the ranks; and

WHEREAS PETE, was appointed Chief Probation Officer in Mariposa County from December 1999 to March 2002; and

WHEREAS PETE, spent several years in Stanislaus County as their Deputy Chief Probation Officer and returned as Chief Probation Officer for Mariposa County in 2010; and

WHEREAS PETE, would spend the next 12 years successfully managing and showing true dedication to the probation department of Mariposa County; and

WHEREAS PETE, often used sayings that guided his decision-making process such as, "Family First!", and considers himself a blessed man to have crossed paths with the woman of his dreams and would later marry. He learned from his daughters Violet and Sam when they were young that we are stronger as a family when we don't take an "Only me" stance in life; and

WHEREAS PETE, in retiring has only one goal, to stay retired this time. He will be remembered long after he is gone as he historically hides his old business cards underneath objects, and for placing a time capsule that hangs from the supporters of the restored Milburn House.

NOW, **THEREFORE BE IT RESOLVED** by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that **PETE JUDY** is hereby recognized for his dedicated and outstanding service to Mariposa County as we extend our best wishes for continued success, and happiness in the years to come.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 28th day of February 2023, 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

Attachment: Pete Judy (RES-2023-76 : Resolution and Tile Plaque Pete Judy Retirement)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts from Public Comment Portion

Handouts from the Public Comment on Non-Agenda Items Portion of the February 21, 2023 Meeting:

Email from Karen Glendenning regarding brining back the public comment line.

ATTACHMENTS:
BOS Mtg Feb. 21 2023 PUBLIC COMMENTS - plz fwd to all BOS members (PDF)

RESULT: INFORMATION RECEIVED

Danielle Bondshu

From: Karen Glendenning <fishcamprocks@hotmail.com>
Sent: Tuesday, February 21, 2023 4:25 PM
To: Board Clerk
Subject: BOS Mtg Feb. 21, 2023 PUBLIC COMMENTS - plz fwd to all BOS members

Greetings All,

I would like to let you know that I usually listen to the BOS meetings via the county sponsored computer access.

Listening via phone is a "pain" in my neck. I usually listen over the computer... and there is a delay between what is being said and what is going out over the computer feed. By the time I pick up my phone and get *6 punched, the "Public Comments via the phone" is closed. This has happened numerous times to me. Rather frustrating. Miles and Rosemarie know me and know that I frequently ask questions.

TODAY I was attending an online class sponsored by the California Special Districts Association, CSDA, on **Customer Service**. It was held from 10:00 to 12:00, so I missed a bulk of the meeting. I had to leave, while you were holding the retirement reception for Pete Judy, so I could download the course resources. I am currently listening to today's BOS meeting this afternoon.

Your action to remove the phone number from public access is **not customer service**. Chair Menetrey asked for public comments about your action today. Please be advised this is a "public comment" against the removal of the phone access line.

I am a former District 5 resident and now I am a District 1 resident and the mileage between Fish Camp and Mariposa has not changed. It is an hour plus travel time. The online access to the BOS meetings helps to make me feel like have access to the county. Having the phone call-in line also helps to make me feel like I have access to the county.

PLEASE restore the phone number to enable the public's participation.

Thank you for reading my diatribe.
Karen Glendenning
Private Citizen of Fish Camp

Attachment: BOS Mtg Feb. 21 2023 PUBLIC COMMENTS - plz fwd to all BOS members (14117 : Handouts from Public Comment Portion)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-102

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Allocation of Four New Additional Allocations in the Health & Human Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve Four New Additional Allocations; One Full-Time Senior Administrative Analyst; One Full-Time Administrative Analyst I/II; and Two 0.5 FTE Permanent Part-Time Program Specialist in the Health & Human Services Agency, Public Health Division Budget; Effective Immediately.

On January 17, 2022, the Board of Supervisors approved the Future of Public Health Funding (FoPH) Annual Certification Agreement in the amount of $421,193 with Board Resolution 2023-12.

The Future of Public Health (FoPH) initiative aims at transforming and modernizing California to be able to handle public health threats. Each Local Health Jurisdiction (LHJ) must dedicate at least 70 percent of the funding to support recruitment of new permanent LHJ staff supporting public health activities; therefore we are requesting the four additional allocation in the Public Health Division. One Full-Time Senior Administrative Analyst and One Full-Time Administrative Analyst I/II will be assigned to the Quality Assurance Unit. One .5 FTE Permanent Part-Time Program Specialist will be assigned to the Health Education Unit and one .5 FTE Permanent Part-Time Program Specialist will be assigned to the Environmental Health Unit.

With acceptance of the new FoPH funding, the Health and Human Services Agency, Public Health Division will have sufficient funding to accommodate the new position allocations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Changes to the employee allocation schedule require Board approval. The Board has approved allocation changes that will ultimately increase the level and quality of services provided to the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this action as recommended. Existing staff will have to perform and oversee the duties to the best of their ability.

FINANCIAL IMPACT:

There is no financial impact to the County General Fund. The Future of Public Health (FoPH) Grant for Fiscal Year 2022-2023 has allocated $421,193 for public health workforce and infrastructure. Revenue and corresponding appropriations were included in Budget Action for fund 3533-401 for Fiscal Year 2022-2023 on January 17, 2023 with Board Resolution 2023-

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-103

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire Survivors

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with BOP, a Joint Venture for Debris Removal for Oak Fire Survivors; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Reducing General Fund and Contingency to Balance the Fund ($5,092,591).

Debris removal costs were significantly higher than anticipated, so the contract needs to be amended to cover those costs.

The Fee Waiver application was approved, so Mariposa County is responsible for 1% of total costs. The attached budget action recognizes the Mariposa County portion of the Oak Fire recovery costs being transferred from the general fund and the contingency being reduced to balance the fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 22-579: Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Debris removal costs have already been incurred, and 99% of costs are covered by California Office of Emergency Services, so there is a very small cost to the general fund for providing these services to Oak Fire victims.

ATTACHMENTS:
BOP Amendment (PDF)
BOP Budget Action (PDF)
Resolution_2022-579 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13728

Attachment: BOP Amendment (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

FIRST AMENDMENT TO AGREEMENT FOR OAK FIRE DEBRIS REMOVAL

THIS FIRST AMENDMENT TO AGREEMENT FOR OAK FIRE DEBRIS REMOVAL, is made and entered into this 21st day of February, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and BOP, A Joint Venture, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 4th, 2022 wherein **Contractor** agreed to provide Oak Fire Debris Removal services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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:

"TERM," is hereby amended to extend the term of the Agreement to June 30, 2023.

"COMPENSATION," is hereby amended to provide that an additional $3,753,140 will be added to the original amount of $ 7,996,860 making the total compensation paid to **Contractor** the not to exceed amount of $11,750,000.

Except as herein amended, the Agreement dated October 4th, 2022 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 Menetry, Chair Board of Supervisors	Nathan Bamford, JV Manager BOP, A Joint Venture
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: BOP Amendment (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3545	0102	45201	CDAA California Disaster Assistance Act		(4,917,591)	
3545	0102	49101	Transfer in		(175,000)	
3545	0102	60301	General Professional Services		5,092,591	
1001	0100	80111	Transfer Out		175,000	
1001	0100	92001	Contingency Designation			175,000
				TOTALS	175,000	175,000

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

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

Attachment: BOP Budget Action (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-579

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal

---

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with BOP, A Joint Venture for Oak Fire Structural Debris and Hazard Tree Removal Operations in an Amount Not To Exceed $7,996,860 Pending Receipt of Required Insurance Bonding Documents; Approve Associated Budget Action; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Documents Pertaining to This Agreement (Subject to Approval as to Legal Form by County Counsel).

On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

On July 22nd, 2022, the County Health Officer declared a local health emergency under California Health and Safety Code Section 101080.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring a local emergency.

127 homes and 66 outbuildings were destroyed. This resolution is submitted to approve an agreement with the successful bidder for structural debris and hazard tree removal.

The CDAA will fund between 82.5% and 100% of the expenses associated with these services. A determination has not been made on a waiver of the 17.5% of expenses for which the County is responsible under CDAA guidelines. A portion of County costs will be represented by salaries and benefits associated with managing Oak Fire response and recovery. For these reasons, the budget action associated with this board item establishes the fund from which expenses can be paid and revenue can be received, but it does not identify the source of the County match. With clarity on the above outstanding questions, Administration will return to the Board with an amended

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

budget associated with this project.

The request for a waiver of Mariposa County fees is attached for reference.

This item is being submitted prior to the receipt of required contract documents, to ensure that Mariposa County is doing everything possible to expedite recovery efforts.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency, and ratifying a Proclamation of the existence of a local health emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Could result in delays and / or failure to provide essential structural debris and hazard tree removal from the Oak Fire burn scar.

ATTACHMENTS:
Oak Fire Contract (PDF)
Exhibit A, Scope of Work(PDF)
Exhibit A.1, Special Provisions (PDF)
Exhibit B - Budget Detail and Payment Provisions (PDF)
Exhibit B. 1 - BOP Cost Proposal (PDF)
Exhibit C - FEMA PA Provisions (PDF)
Attachment C - Refrences (PDF)
Exhibit D - Request For Proposals (PDF)
BA Oak Fire Debris Removal (PDF)
Request for Waiver Local Cost Share - signed (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3545	102	45201	California Disaster Assistance Act Funds		(6,597,409)	
3545	102	60301	General Professional Services		6,597,409	
				TOTALS	0	0

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 10/5/22

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. 22-579 CLERK _____ DATE 10.5.22

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

AGREEMENT FOR OAK FIRE DISASTER DEBRIS AND HAZARD TREE REMOVAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and BOP, a Joint Venture ("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 March 31st, 2023, whichever is earlier.

2. SERVICES

Contractor shall perform disaster debris and hazard tree removal services on parcels affected by the 2022 Oak Fire as described in Exhibit A, "Scope of Work," Exhibit A.1, "Special Provisions," Exhibit C, "Required Clauses for FEMA Public Assistance Program Contracts," Attachment C, "Reference Documents," and Exhibit D, "Request for Proposals," 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 $7,996,860 as set forth in Exhibit B, "Budget Detail and Payment Provisions," and Exhibit B.1, "BOP Cost Proposal," which are attached hereto and incorporated herein by reference. 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 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 $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.

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

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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 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

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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.

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:
JV Manager
BOP, A Joint Venture
4740 Rocklin Road
Rocklin, CA 95677

COUNTY:
County Administrative Officer
County of Mariposa
5100 Bullion Street/P.O. Box 784
Mariposa, CA 95338

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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,

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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, 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.

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.

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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.

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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.

31. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: Agreement (this document); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit A.1 – Special Provisions; Exhibit C – Required Clauses for FEMA Public Assistance Program Contracts; All Reference Documents

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

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COUNTY OF MARIPOSA

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Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

7F90B473CB7
Nathan Bamford
ZorroSign

Nathan Bamford, JV Manager
BOP, A Joint Venture

COUNTERSIGNED:
(Government Code §25103)

7F90B473CAD
DanielleYBondshu
ZorroSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

7F90B473C99
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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EXHIBIT A

SCOPE OF WORK

1. BOP, A Joint Venture (hereinafter referred to as “Contractor”, “Disaster Debris and Hazard Tree Removal Contractor”, or “DDHTR Contractor”) shall provide Disaster Debris and Hazard Tree Removal Services to Mariposa County (hereinafter referred to as the “County”) as described herein.
2. The Operation Coordinators during the term of this Agreement will be:

Mariposa County Contract Manager

Name: J. Dallin Kimble
Phone: 209-966-3222
Email: dkimble@mariposacounty.org

Direct all Agreement inquiries to:

Mariposa County Contract Analyst

Contracts Unit
Attention: Luis Mercado, County Auditor
Address: 4982 10th Street
Mariposa, CA 95338
Phone: 209-966-7606
Email: lmercado@mariposacounty.org

3. BACKGROUND

The Oak Fire in Mariposa County destroyed a significant quantity of structures and damaged many trees, which now pose a hazard. The County of Mariposa will manage the coordinated removal of structural debris and hazard trees from the Oak Fire by implementing a county-led Consolidated Debris Removal Program. This agreement aims to provide structural debris removal and hazard tree removal services in Mariposa County.

The estimated number of residential properties destroyed in the Oak Fire is 127, and the estimated eligible hazard trees is around 4,500. The estimates above are only preliminary estimates; actual quantities are not guaranteed and may vary from the estimates substantially, either higher or lower, after the Contract is awarded.

Participation in the county clean-up program is generally voluntary for property owners whose properties are located within the delineated disaster area and who have qualifying debris. They are obliged to remove the structural debris and certain hazard trees on their properties but are not required to join the County program.

Property owners can choose to contract privately and separately for structural debris and hazard tree removal or remove their structural debris and hazard trees themselves, pursuant to Mariposa County protocol.

Mariposa County is responsible for soliciting, obtaining, and processing Right of Entry Permits (ROEs) from each property owner who wants to participate in either or both the County’s

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Structural Debris Removal and the Hazard Tree Removal functions. Mariposa County may also abate properties that do not comply with debris removal requirements. Abated properties may be cleaned through the County Program under this agreement. Public entities, such as municipal governments, school districts, and state agencies, may also enroll parcels in the clean-up Program.

The County of Mariposa does not control the ultimate number of property owners who enroll in the clean-up Program. As a result, none of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by Mariposa County. The scheduled duration of the work is also not guaranteed by Mariposa County. The quantity of Structural Debris and/or Hazard Trees removed as part of these Operations and applicable to this RFP may change, based on the discretion of Mariposa County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County Program, and other unanticipated factors. Potential bidders are advised to submit bid schedules accordingly, as no rate changes will be allowed for quantity variations.

The response to and recovery from these fires will be managed according to the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). All work under this agreement will be achieved in accordance with the Incident Command System (ICS). The County of Mariposa will stand up an Incident Management Team (IMT), which will oversee and direct all aspects of the work in support of the Contract Manager, as described more fully herein. The Contractor should be familiar with all relevant components of the ICS, including Incident Action Plans (IAPs), Incident Action Planning Process, and ICS organizational charts. An Incident Action Plan is a written plan that sets forth the incident objectives and reflects the tactics necessary to manage an incident during an operational period. The Contractor will be expected to actively participate in the ICS process, including at Tactics and Planning Meetings and through the development of IAPs.

The sample titles of the Incident Management Team Member positions are listed below. They are used throughout this Agreement for bid, evaluation, and identification purposes and may vary based on the specifics of this incident.
Using different titles, as Mariposa County dictates, shall not affect the required qualifications or rates of the various Contractor staff.

Single Incident Title	
Incident Commander	
Deputy Incident Commander	
Operations Section Chief	
Deputy Operations Section Chief	
Branch Director	
Division Supervisor	
Task Force Leader	
Task Force	
Environmental Group Supervisor	
Planning Section Chief	
Deputy Planning Section Chief	
Finance Section Chief	
Deputy Finance Section Chief	
Logistics Section Chief	

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Single Incident Title	
Deputy Logistics Section Chief	

DDHTR Contractor shall work in close proximity to numerous other parties, such as utility companies, local and State government agencies, other County contractors, and private party structural debris removal and/or hazard tree removal contractors. The DDHTR Contractor shall coordinate with these other parties, in conjunction with the IMT, to minimize impacts or delays, including but not limited to full or partial availability of operationally key roadways (public and private), availability of water and other necessary utilities, and direct access to County program properties and their debris and hazard trees.

5. ORDER OF OPERATIONS

The Disaster Debris and Hazard Tree Removal Services shall follow a sequenced, systematic approach to removing debris and hazard trees from each property, as described in more detail in Section 6 and the Special Provisions (Exhibit A.1), with the major responsibilities of the DDHTR Contractor, noted below. DDHTR Contractor shall work simultaneously with a separate contractor hired by Mariposa County to perform Disaster Debris Removal and Hazard Tree Removal Assessment and Monitoring Services, referred to below as “Mariposa County’s A&M Contractor” or “A&M Contractor.” The following describes the overall sequence of operations to provide structure and context for the DDHTR Contractor tasks and responsibilities described in Section 7.

4.1. Prior to Work

- Prepare Site-Specific Health and Safety Plans
- Prepare Hauling and Reuse/Disposal Plans and Hazard Tree Removal Work Plans to be approved by the IMT
- Review the Environmental Protection Plan, file appropriate environmental permits and timber harvest documents, and develop Environmental Work Plans
- Identify, prepare required documentation for, and secure applicable permits for temporary facilities and end-use facilities, to be approved by the County
- Train project personnel

4.2. Debris Removal

- Remove asbestos-containing material as directed by the A&M Contractor, including knocking down chimneys and fire-damaged walls
- Conduct Debris Removal Pre-Work Inspection (“360 Site Walk”) with the A&M Contractor on all properties prior to any work commencing
- Fell and remove “danger trees” that are preventing debris removal operations
- Remove pre-existing erosion control Best Management Practices (BMPs)
- Recycle burned vehicles adjudicated by law enforcement prior to crew arrival, transport vehicles offsite for adjudication by law enforcement (if applicable), or stage vehicles on plastic, outside the burn footprint, for future adjudication by law enforcement (if applicable), to be subsequently removed and recycled, as directed by the IMT
- Remove and recycle metals, dispose of ash and debris, recycle concrete, dispose of 3-6” of contaminated soil from debris footprints
- Finish grading/smoothing surface
- Remedy any nonconforming work identified by the A&M Contractor during the Debris Removal Interim Site Walk
- Rescrape additional soil from the property if necessary to meet clean-up goals

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- Implement erosion control
- Remedy any nonconforming work identified by the Operations Section Chief (OSC) or designee during the Debris Removal Final Site Walk, which may occur subsequent to hazard tree removal

4.3. Hazard Tree Removal

- Inspect hazard trees marked by the A&M Contractor and determine felling methods
- Conduct Hazard Tree Removal Pre-Work Inspection ("360 Site Walk") with the A&M Contractor on all properties prior to any work commencing
- Mark and photograph pre-existing downed timber and relocate on-site as necessary
- Fell, process, and remove hazard trees
- Apply erosion control
- Remedy any nonconforming work identified by the A&M Contractor during the Hazard Tree Removal Interim Site Walk (prior to crew mobilizing to next site)
- Remedy any nonconforming work identified by the OSC or designee during the Hazard Tree Removal Final Site Walk

5. DDHTR CONTRACTOR TASKS AND RESPONSIBILITIES

The IMT will manage the Operation in the field and operate under the ICS. Through Work Orders and Incident Action Plans, Mariposa County will direct the DDHTR Contractor when and where these services are necessary. No work shall occur without a written and executed Work Order or Incident Action Plan.

The IMT will generally provide specific work assignments to the DDHTR Contractor through Incident Action Plans (IAP). The IMT will identify incident objectives for the next operational period through the incident action planning process. DDHTR Contractor may provide input and recommendations on incident objectives prior to execution of the IAP. DDHTR Contractor is responsible for completing all work specified in the IAP within the timeframe identified in the IAP. The DDHTR Contractor shall complete all work assignments on parcels and/or segments of the public right of way identified in executed IAPs or executed Work Orders to the satisfaction of the County. At its sole and exclusive discretion, Mariposa County shall determine and establish the scope of work necessary to properly remediate each parcel, as monitored by the A&M Contractor and informed by confirmation soil sampling.

DDHTR Contractor shall complete the following tasks:

5.1. PRIOR TO BEGINNING WORK

5.1.1. Site-Specific Health and Safety Plan

DDHTR Contractor shall, at all times, operate equipment and perform labor safely and professionally to ensure the safety of its employees and the public. DDHTR Contractor shall pay particular attention to operations around local roads and take all necessary precautions. DDHTR Contractor shall note the number of power lines crossing the site, dead trees, chimneys, and all underground utilities.

The DDHTR Contractor shall prepare a site-specific health and safety plan (H&SP), prepared and signed by a Certified Industrial Hygienist (CIH) or other certified health and safety professional (CSP). This H&SP shall be prepared and implemented for the DDHTR Contractors and subcontractors' field staff in coordination with County Health and Safety

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professional(s). The H&SP shall address the hazards described in the Scope of Work and the Special Provisions. The CIH/CSP will also review and approve a personal protective air monitoring plan, ensure its proper implementation, and review and approve a final report summarizing the air personal protective monitoring data, assessment, and results for the protection of the DDHTR Contractor's debris removal crews. DDHTR Contractor shall designate eating areas and supply hand and eye washing stations and mobile sanitary facilities for each project site.

The Site-Specific Health and Safety Plan shall also consider and address the COVID-19 (COVID) pandemic and how the DDHTR Contractors' crews will protect themselves and the community from contracting and spreading the virus. This includes activities both during operational workdays and after hours. This plan shall also consider and address the local and State public health agencies' COVID-19 protocols at the time of operation. At a minimum, Contractor's Health and Safety Plan shall include:

Contractor shall monitor www.covid19.ca.gov daily for updates and resources related to COVID.
Contractor shall ensure all updated CDC and relevant County guidance are implemented as appropriate.
Contractor shall comply with all Cal/OSHA requirements specific to worker safety.
The DDHTR Contractor shall at all times be responsible for the protection of its employees, subcontractors, and members of the public impacted by the operation. A review of the DDHTR Contractor's H&SP by County staff shall in no way relieve the DDHTR Contractor of responsibility for compliance with all Federal, State, and local laws pertaining to health and safety.

The DDHTR Contractor's Project Manager and the assigned Safety Manager (can be the same person) shall be within the operational area whenever work is being performed unless otherwise authorized by the County. Given that ash may contain elevated levels of heavy metals and/or asbestos, the DDHTR Contractor shall set up an exclusion zone(s), including a "Hot" zone and "warm" zone, as much is feasible, around each debris removal site before removal and leave in place until the OSC signs off the site as clean. All personnel entering and leaving the exclusion zone shall be required to wear level "C" protective attire.

Those working outside but near the exclusion zone may be allowed to wear level "D" with N95 masks and coveralls depending on the work zone and hazard level, as described in the DDHTR Contractor's health and safety plan.

5.2. Prior to site entry, the DDHTR Contractor shall ensure that:

Adequate work planning, health and safety evaluation of the proposed work scope, safety planning (including an H&SP signed by an appropriate safety professional and reviewed by Mariposa County safety professionals), and operating procedures review has been completed.
All personnel have been properly trained and briefed on hazards and procedures for the site to be entered.
Equipment and materials are on-hand to complete the work safely and efficiently.
Proper site access authorization has been obtained.
Proposed operation employees have read and signed the H&SP.
The site has been wetted down between 24 hours and 48 hours prior to structural debris removal activities.

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All site personnel and superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with 29 C.F.R. section 1910.120 and 8 CCR section 5192. The site superintendents shall have appropriate experience to perform the tasks outlined above adequately.

The H&SP shall direct the preparation of personal air monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury in the operator's breathing zone.

5.3. Environmental Protection Plan

The County will prepare an Environmental Protection Plan (EPP), developed to ensure that the structural debris removal and hazard tree removal functions are compliant with applicable local, State, and Federal laws, International Treaties, regulations, Executive Orders, statutes, permits, and policies not waived per the Proclamation, as agreed upon by the Secretaries of the California Environmental Protection Agency (CalEPA) and California Natural Resources Agency (CNRA) including, but not limited to, the California Environmental Quality Act, AB-52 Tribal Consultation, California Forest Practice Rules, the Federal National Environmental Policy Act (NEPA), Endangered Species Act Section 7, and National Historic Preservation Act Section 106 requirements. The EPP presents Best Management Practices (BMPs) and Avoidance and Minimization Measures (AMMs), respectively, for compliance with applicable state and federal environmental laws and regulations to expedite disaster recovery. An example EPP, addressing both structural debris removal and hazard tree removal functions, similar to the EPP anticipated for these operations, is included as part of this solicitation, Attachment C (for reference only). DDHTR Contractor shall implement the BMPs and AMMs described in the EPP throughout the Operation. The EPP will be included as an attachment to the RFP.

5.4. DDHTR Contractor Technical Specialists

5.4.1. Environmental Compliance Liaison

The DDHTR Contractor will assign an Environmental Compliance Liaison (ECL) who is responsible for ensuring that the DDHTR Contractor meets all of the environmental permit requirements and all EPP BMPs and AMMs are properly implemented across the Operation, including at all of the DDHTR Contractor's temporary facilities (including but not limited to: laydown yards, log processing and storage yards, materials processing, and transfer facilities, vehicle adjudication facilities, California Department of Transportation (DOT) inspection yards, and other temporary facilities as required for the Operation). The ECL shall also oversee the implementation of BMPs and AMMs for watercourse crossings and road improvement work. The ECL is responsible for preparing and overseeing the appropriate implementation of the respective State and Federal BMPs and AMMs as specified in the EPP and as specified in other permits obtained by the DDHTR Contractor from local agencies for temporary facilities. The ECL shall also coordinate and implement necessary compliance actions throughout the life of the permit, as directed by the regulatory agency. The ECL is also responsible for terminating permits with the permitting agency and notifying the IMT when each permit is terminated.

5.4.2. Stormwater Specialist

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The DDHTR contractor will also assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities. They will manage NPDES compliance and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

5.5. A&M Contractor Technical Specialists

The A&M Contractor will provide resource monitors, including Registered Professional Foresters, biologists, and archaeologists, to assist in the oversight and implementation of the EPP and Timber Harvest Plan Exemptions during the Operation(s) for the purpose of protecting the environmental and cultural resources present. Local tribal nations may provide tribal monitors to assess for native artifacts that DDHTR Contractors' ground-disturbing activities may unearth. The DDHTR Contractor must follow the guidance of the resource monitors, as directed by Mariposa County to protect natural and cultural resources.

5.6. Environmental Work Plans

The DDHTR Contractor shall prepare Environmental Work Plans (EWPs) for specific projects or components of projects detailing the planned means and methods and how those means and methods will comply with applicable BMPs and AMMs, as may be identified by the A&M Contractor or the IMT. Requirements for EWPs include, but are not limited to:

Site location, by APN and street address, and site access and areas of environmental sensitivity (e.g., water courses, topography, special status species, and potential cultural resources).
Narrative description of work to be performed, including types of equipment and specific methods to be employed, and estimated start date (if known).
Maps and sketches showing the work site and planned operations with sufficient detail to identify access to the enrolled parcel, the parcel's boundaries, and watercourse crossings necessary to reach work sites. GIS mapping products may also be required.
Description of how, when, and where BMPs and AMMs will be implemented.
Contingency plans in the event a planned BMP or AMM is not able to be successfully implemented, a new resource is identified, or other unforeseen circumstance arises.
DDHTR Contractor shall prepare and submit EWPs within seven (7) calendar days of notice by the A&M Contractor or IMT that such a plan is required. DDHTR Contractor may coordinate with the A&M Contractor but bears ultimate responsibility for preparing and implementing the plan. DDHTR will promptly respond to any feedback on the plan provided by the A&M Contractor or IMT and issue revised versions within the timeline prescribed by the IMT, which is not expected to exceed seven (7) calendar days.

5.7. Forest Practice Rules Requirements

5.7.1. Timber Harvest Documents

DDHTR Contractor, as the Licensed Timber Operator (LTO), shall be responsible for reviewing, signing, and implementing Timber Harvest Plan Exemptions, drafted by the A&M

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Contractor's RPF. Removing hazard trees from public ROWs and adjacent to private roads (if applicable) within these areas will require DDHTR Contractor to submit and sign a Timber Harvest Plan Exemption to CAL FIRE for each exemption area identified within the Forest Practice Rules.

5.7.2. DDHTR Contractor's Liaison to the Registered Professional Forester

Forest Practice Rules do not require the use of an RPF for the submittal or operations of the above identified Exemption Notices; however, there are specific Forest Practice Rule regulations (per 14 CCR sections 1038(b) and 1038.1, and 14 CCR section 1104.1) which prevent the use of the Exemption Notice in certain environmental situations. Since this Operation is being coordinated with other regulatory agencies, DDHTR Contractor shall provide an RPF who shall be responsible for preparing and submitting the Notices of Exemption. Disputes between DDHTR RPF and A&M Contractor's Lead RPF shall be resolved in favor of the A&M Contractor's Lead RPF.

The DDHTR Contractor's RPF shall oversee, monitor, and manage the hazard tree removal operations and related activities, and assure the Operation follows the Forest Practice Rules and the Public Agency, Public and Private Utility ROW Exemption documents. The DDHTR Contractor's RPF is expected to sign and file on behalf of the Department, the Public Agency, Public and Private Utility ROW Exemptions for public agency removal of timber per 14 CCR section 1104.1 relating to conversion exemptions of the Forest Practice Rules. Upon execution and submittal of valid Public Agency, Public, and Private Utility ROW Exemptions to the appropriate Cal Fire RPF, DDHTR Contractor RPF's or Environmental Compliance Liaison shall provide written notification to the appropriate California Regional Water Quality Control Board (RWQCB) and the IMT.

5.8. Hauling and Reuse/Disposal Plans

The DDHTR Contractor shall prepare and submit a Hauling and Reuse/Disposal Plan (HRDP) as specified in the Operational Milestones. The IMT must approve the plan prior to starting structural debris removal operations in the specified area. The HDRP must account for the expected crew mobilizations described in later milestones. The DDHTR Contractor shall consider and, if directed to do by the IMT, adjust its plan based on Traffic Management Plans or Assessments prepared by third parties such as the California Department of Transportation (Caltrans) or the A&M Contractor. This may include prohibiting or restricting hauling operations on certain roads or highways. The IMT, at its exclusive discretion, may direct the DDHTR Contractor to adjust hauling plans during the Operation if an unforeseen traffic or safety concern arises. No compensation shall be provided as a result of such changes. Each plan shall address the following:

Proposed primary and alternate end-use locations for all waste streams (except timber).

Proposed locations and site plans for any Temporary Debris Management Sites or other temporary facilities (including facilities for segregated materials, such as ash and debris, concrete, and metal recycling).

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Haul routes from the disaster area to the temporary facilities and end-use locations are presented as map graphics and GIS datasets. Haul routes must be identified with sufficient detail to permit the A&M Contractor to perform pre-work assessments.

Listing of planned trucking resources to support the Hauling and Reuse/Disposal Plan.

Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes.

5.9. Hazard Tree Removal Work Plans

DDHTR Contractor shall submit a Hazard Tree Removal Work Plan (HTRWP) to the IMT describing its proposed approach for hazard tree removal operations in specific areas of the County as directed by the IMT. The IMT may direct that a single HTRWP be submitted for the entire Operation or that individual HTRWPs be submitted for specific geographic areas.

The HTRWP shall include the following:

Description of proposed means and methods, including types of equipment to be used

Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew

Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions

Listing of proposed end-use facilities

Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

5.10. Water Source

DDHTR Contractor shall obtain any necessary water use permits, comply with permit conditions, and monitor water usage from hydrants using a meter or other required and approved method of tracking water usage. DDHTR Contractor shall pay connection fees, water meter fees, and use fees charged by water purveyors.

5.11. Underground Utilities

DDHTR Contractor shall notify Underground Services Alert (USA) at least 48 hours prior to conducting any ground-disturbing activities, such as debris removal. DDHTR Contractor shall also check for underground utilities by using an independent private utility locator service for private ROWs, if necessary.

5.12. Secure Lodging

Bidders may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall bear the cost of such lodging choice. Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and Exhibit A.1. Further, Contractor shall maintain records of all costs incurred for operating any such temporary housing facility (such as invoices, purchase orders, and receipts), and provide these records to Mariposa County upon request. This documentation must sufficiently allow for the cost of operating a temporary housing

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facility to be segregated from other operational costs and shall include a summary spreadsheet clearly showing these costs.

5.13. Identify material disposal and recycling options

DDHTR Contractor shall identify all material disposal and recycling facilities used during debris and hazard tree removal, subject to approval by Mariposa County. Ash, debris, and contaminated soil shall be disposed of at Class III lined landfills approved by the Regional Water Quality Control Board and CalRecycle, in its regulatory capacity. Contractor shall be responsible for coordination with all landfills, including fulfillment of waste characterization requirements. Metals and concrete shall be taken to recycling facilities unless otherwise directed by the County.

5.14. Identify and establish temporary facilities

DDHTR Contractor shall identify and establish temporary facilities. A temporary facility is any facility established by the DDHTR Contractor (or any subcontractor of the DDHTR Contractor) during the course of this agreement for the purpose of supporting work conducted under this agreement. Temporary facilities include, but are not limited to, equipment staging areas, material staging areas, Central Vehicle Adjudication Facilities, material staging/processing sites, Temporary Debris Management Sites, Temporary Log Storage, and Processing Sites, and basecamps. Before use, all temporary facilities must go through the Cal OES Environmental and Historic Preservation (EHP) review processes and/or local environmental permit review. Where applicable, DDHTR Contractor shall consult with Cal OES EHP to determine if the proposed action is considered a temporary facility subject to the requirements below or should be addressed through an Environmental Work Plan. When requesting a new temporary facility, the DDHTR Contractor shall provide:

Site-Specific Plan, which includes:

- Address/Location
- Aerial map with topographical features that illustrates property boundaries and land uses
- A description of the site
- A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.
- A description of necessary Best Management Practices to be deployed.
- Coverage under the appropriate National Pollutant Discharge Elimination System Permit - Industrial General Permit or Construction General Permit (as appropriate) from the Regional Water Board, and develop a Storm Water Pollution Prevention Plan (SWPPP)
- Caltrans Encroachment Permit if ingress/egress will be made from a State Highway
- County or Municipal Encroachment Permit if ingress/egress will be made from a county or municipal roadway
- County permits secured (Zoning, Conditional Use, Administrative Use, Grading, etc.) and confirmed with County
- Other County requirements, as applicable by ordinance (air quality control plan, dust control plan, etc.)

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H.2.c

- If applicable, due to work in a wetland, or watercourse, any Section 404 and 401 of the Clean Water Act permit, Fish and Game Code Section 1600 Lake and Streambed Alteration Agreement (if not suspended), as well as provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains N/A
- Documentation that the site is not on the Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) “Cortese list.”
- Additionally, the DDHTR Contractor shall assist the A&M Contractor in performing and documenting in the IMT-designated database the following:
- Site assessment by a qualified biologist for Federal Endangered Species Act and California Endangered Species Act
- Provide CNDDB and ECOS Critical Habitat review
- Provide documentation of a field visit with photographs and notes
- Proof of any consultation with the CA Department of Fish and Wildlife
- Proof of any applicable permits (for example, Regional General Permits for Clean Water Act Sections 401 and 404, California Department of Fish and Wildfire Lake and Streambed Alteration Agreements)
- Documentation of an archaeological site assessment by a Qualified Secretary of Interior Archaeologist. If necessary, applicable tribal nations shall also review the proposed temporary facilities.
- Additional requirements for Temporary Facilities are provided in Exhibit A.1 Special Provisions. DDHTR Contractor is responsible for implementing requirements for Temporary Facilities as listed in both this Exhibit and the Special Provisions.

5.15. Establish Central Vehicle Adjudication Facilities (CVAFs)

While Mariposa County does not anticipate the need for a CVAF, if requested by the IMT, the DDHTR Contractor shall provide the County with one or more locations where the state or local government can safely verify VINs for each vehicle as described in the Special Provisions (Section 4.10). These facilities shall be referred to as “Central Vehicle Adjudication Facilities.” Vehicles removed from the public right of way, or as otherwise directed by law enforcement, shall be stored separately from private property vehicles, shall be retained on-site for a period of time (as established by the IMT, but generally, fifteen days), and may be recovered by the property owner from the CVAF if permitted by law enforcement. If necessary, the DDHTR Contractor shall assist property owners in recovering vehicles, such as by loading them onto trailers.

Each CVAF needs to be sized to accommodate vehicle storage to support the following:

1. Vehicle delivery rate,
2. Vehicle abatement rate,
3. Vehicle removal rate for recycling.

For this solicitation, it is assumed that the DDHTR Contractor shall provide a vehicle capacity of up to 200 vehicles to be temporarily stored on-site.

5.16. Inspect Trucks

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DDHTR Contractor shall have all operational trucks (including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project) inspected by A&M Contractor's DOT truck inspectors prior to use on the Operation. After each 30-day period, 10% of the commercial trucks (as selected by Mariposa County or it's A&M Contractor) will be re-inspected per DOT Level 1 requirements.

DDHTR Contractor shall provide a safe location for all DDHTR Contractor's trucks and road equipment to be DOT inspected by A&M Contractor's DOT Inspectors. DDHTR Contractor shall also provide basic facilities, such as portable restrooms, for the DOT Inspector's use.

5.17. Mobilization

DDHTR Contractor shall mobilize each Debris Removal Crew or Hazard Tree Removal Crew to the project site, including all personnel, equipment, supplies, portable restrooms, hand sanitation stations, maintenance crews, water tenders/buffalos, haul trucks, overhead/management personnel, and support crews for the duration of the project, as outlined in Section 11 "Operational Milestones, Mobilization Requirements, and Metrics," or as otherwise directed by the IMT.

5.18. Training

Health and Safety
The DDHTR Contractor's health and safety officer and supporting team shall provide health and safety training for all incoming debris removal and hazard tree removal crews prior to their being deployed into the field. The training will be reviewed prior to its presentation to the crews by the IMT's Health and Safety (H&S) Officer. The IMT's H&S Officer shall be present for these kickoff safety trainings.

Debris Removal Crews
Prior to commencing debris removal, each debris removal crew will be trained by the DDHTR on the order and required methods of debris removal described in this Scope of Work and the Special Provisions. The training shall be pre-approved by the OSC or designee. The OSC may elect to personally deliver or participate in the training or identify a designee. Of key importance is when and how the initial soil scrape is conducted. Crews that do not follow the order and methods described in the training, without cause, will be removed from the Operation at the direction of Mariposa County.

6. Functions:

6.1. Structural Debris Removal

6.1.1. Overview

DDHTR Contractor shall safely remove and recycle or dispose of burned structural debris (including asbestos), burn ash, recyclable metals, vehicles, concrete, and contaminated soil, as well as provide related support services, such as dust control, traffic control, installation of erosion control, and the removal of trees hazardous to the structural debris removal crews specifically. The structural debris removed from properties shall be segregated on each property, loaded into trucks containing only one material type, and transported to designated end-use/disposal facilities. Ash and debris will be disposed of at IMT-approved landfills

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capable of and permitted for disposing of such wastes. DDHTR Contractor shall select the disposal facility, subject to approval by the IMT, and be responsible for the disposal of all ash and debris in compliance with all applicable laws. If the DDHTR Contractor proposes to use a landfill outside of California, it must provide evidence that the disposal of fire debris at the requested facility is allowable under the receiving state's laws. The IMT will not negotiate with out-of-state landfills on the DDHTR Contractor's behalf. All other reusable or recyclable materials will be taken to recycling facilities determined by DDHTR Contractor, subject to approval by the IMT. Each material type shall be tracked separately (material quantities and costs by the A&M Contractor) to meet the overall objectives of this Operation and to track costs incurred to clean up each property.

The types and quantities of structural debris removed and disposed of vary depending on the actual property size, use, and site characteristics. These quantities are not guaranteed, and variance from these quantities, whether on an individual parcel or in aggregate, shall not be considered grounds for a change order or additional compensation.

Exhibit A.1, Special Provisions, details some of the means and methods that the DDHTR Contractor is expected to carry out. The overall structural debris removal function, including the management and tracking of materials removed and recycled or disposed of from each property, is listed below.

6.1.2. Specific Tasks

6.1.2.1. Utility Location

Check for underground utilities by alerting Underground Service Alert (USA) for public right of way

If necessary, check for underground utilities by using an independent private utility locator service for private right-of-way.

6.1.2.2. Asbestos Abatement

Knock down chimneys and/or partial walls, as directed by the OSC or designee, to allow safe access to the debris footprint for CAC/CSST to assess for asbestos-containing material (ACM) in the debris.

Remove gross asbestos-containing materials for those properties where asbestos is found or suspected, as identified by the A&M Contractor's CAC/CSST.

If necessary, prepare Asbestos Abatement Work Plans for review and approval by the IMT and/or regulatory agencies. Coordinate with regulatory agencies as needed, make all required notifications, and file all necessary permit documentation for demolition and asbestos abatement.
DDHTR Contractor shall complete asbestos abatement operations on each parcel that asbestos abatement is required on within seven (7) working days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. The IMT may provide exceptions to this requirement during project startup if a significant quantity of parcels are ready for asbestos abatement at the time of NTP. However, in such an event, DDHTR Contractor shall address the backlog and become compliant with the seven (7) day metric within three (3) weeks of NTP. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

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6.1.2.3. Structural Debris Removal

Prior to any structural debris removal activities, DDHTR Contractor shall conduct a 360 degree Site Walk with the A&M Contractor's TFL and DS to review any comments or special requests from the property owner on the ROE and verify the extent of the property with a review of the Site Assessment Report, point out locations of items to protect or stay away from (septic tanks, leach fields, water wells, mines, drop-offs, large propane tanks, etc...). The property owner may also participate in the Site Walk. Unless otherwise directed by the IMT, the DDHTR Contractor shall comply with all requests made by the property owner on the ROE to the extent these requests are intelligible. If the DDHTR Contractor has a question or concern about a request on the ROE, it must notify the A&M Contractor's TFL and request guidance on how to proceed.

Determine how and where to load the trucks. Determine the limits of an exclusion zone.

Stake and tape off exclusion zones and maintain until all areas within the exclusion zone have met the clean-up goals.

Fell danger trees that are an imminent threat to the County Debris Removal Operation. For the purposes of the Structural Debris Removal Function, a "danger tree" (also referred to as a "potentially dangerous tree") is defined as a tree that poses a risk to or prohibits access for the A&M Contractor, the Structural Debris Removal contractor or their sub-contractors.. The felling of these trees is included in Bid Item #2 and not separately compensable under the Hazard Tree Removal Bid Items.

Collect, consolidate, and remove erosion control BMPs (wattles, etc.) placed post-disaster, remove ash and debris sediment collected by them, and dispose of with ash and debris.

Remove burned vehicles for recycling or disposal. Vehicles may have been previously adjudicated, in which case they may be crushed on-site and transported for recycling. Alternatively, vehicles may need to be transported to a Central Vehicle Adjudication Facility for adjudication prior to recycling. These vehicles cannot be crushed and may need to be carefully handled or towed intact to preserve VINs, per the direction of the County. Alternatively, vehicles may need to be placed onto plastic outside of soil sampling footprints and left on-site for future on-site adjudication and subsequently removed by the DDHTR Contractor. DDHTR Contractor shall complete vehicle removal at any point during the Operation, as directed by County. DDHTR Contractor shall not receive additional compensation for variations in sequencing/timing of vehicle removal due to delays caused by law enforcement. The IMT may also direct the DDHTR Contractor to remove vehicles from the public right-of-way. These vehicles must be tracked separately. Vehicle removal is described more fully in Special Provisions Section 4.10.

Collect, consolidate, remove, and transport metals for recycling, including burned tanks (for example, propane tanks) of any size. As necessary, de-valve and make tanks safe prior to disposal, which may require specialized training or equipment.

Collect, consolidate, remove, and transport ash and debris for disposal. DDHTR Contractor's equipment operator shall minimize the mixing of ash, debris, and concrete with the underlying soil.

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Collect, consolidate, remove, and transport concrete for recycling

Collect, consolidate, and remove 3-6 inches, as determined by the County Engineer or OSC, of residual ash-impacted soil from the debris site for disposal to remove fire-caused contamination. Contaminated soil from the ash and debris footprint shall be removed for disposal or landfill reuse for cover soil.

All Debris Removal Crews shall be properly equipped and supported by sufficient haul trucks to be productive for the duration of the operational hours on each workday. Each Debris Removal Crew is expected to off haul approximately 200 tons of metals, ash and debris, concrete, and/or residual ash impacted soil per workday. The IMT will compare each Debris Removal Crew's daily off haul, as recorded by the A&M Contractor, against this benchmark to determine if, in general, the Debris Removal Crew is performing to the satisfaction of the County. It is understood that certain necessary tasks, such as establishing access, on-site sorting, and consolidation, provision of property owner assistance, or implementation of BMPs and AMMs, may result in reduced off-haul on certain days. The IMT, in its sole and exclusive discretion, shall determine whether a Debris Removal Crew has good cause not to meet this benchmark. An inability by the DDHTR Contractor to provide sufficient trucks shall not be considered a good cause. As necessary to meet this benchmark, the DDHTR Contractor shall negotiate extended working hours with end-use facilities, propose extended operational hours to the IMT, and/or establish pre-load/truck staging yards (with the pre-approval of the IMT). If the IMT determines a crew is not consistently meeting this benchmark without good cause, the IMT may order the Debris Removal Crew demobilized from the project, and a new Debris Removal Crew mobilized in its place. Repeated failure to meet this benchmark shall be considered a breach of this agreement.

Cap all opened or damaged sewer lines, wells, and/or water lines. Cover all exposed septic tanks with plywood, and if applicable, for health and safety purposes, fence off with a temporary safety fence, as described in the Special Provisions.

Finish grading/smoothing ground surface (if applicable). Multiple burned areas should not be smoothed together to avoid cross-contamination of soil.

Once the DDHTR Contractor believes all the above-listed tasks are complete, they will notify the A&M Contractor's TFL. The A&M Contractor TFL, together with DDHTR Contractor's foreman, shall walk the debris footprint area to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. Once the foreman and TFL concur that work appears complete, the TFL should notify the A&M Contractor DS and/or Branch Director (BD) to conduct the Debris Removal Interim Site Walk (ISW), which will confirm whether the site is sufficiently clean and cleared for soil sampling. If any remaining work is identified during the ISW, the DDHTR Contractor shall immediately remedy it. Once the site has passed the ISW, the DDHTR Contractor's crew shall mobilize to the next assigned site on the County Planning Section Chief's (PSC's) runway. The DDHTR Contractor should expect to experience some delays while awaiting A&M Contractor and IMT personnel to respond and conduct the ISW. No compensation shall be provided for this delay.

The determination of a "legacy trash" site (an on-property dump site that was present prior to the wildfire incident) will be determined at the sole discretion of the OSC.

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Prior to forecasted storm events, the DDHTR contractor shall install temporary BMPs on active properties near stormwater conveyances, as directed by the OSC. Document the placement of these BMPs in coordination with the A&M Contractor.

DDHTR shall be prepared for and provide all equipment, personnel, and training necessary to respond to a spill or leak, including erosion/sediment control materials, PVC pipe fittings, associated tools, and spill kits that can handle a spill of up to 1,000 gallons of any material. Spills and leaks may include but are not limited to broken water lines, trucks turned over in a water course, or broken fuel/hydraulic lines. If directed by the IMT, the DDHTR Contractor shall provide water quality and soil testing as part of the spill response. The DDHTR Contractor shall be responsible for the cost of such testing if the A&M Contractor's material testing services are utilized. The DDHTR Contractor is also responsible for notifying the IMT of the spill and, if directed to do so by the IMT, notifying the California State Warning Center.

DDHTR Contractor shall provide Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the DDHTR Contractor's Health and Safety Plan.

6.1.2.4. Conduct Rescrapes

a. The A&M Contractor will conduct confirmation soil sampling of the parcel. If the results indicate that the soil clean-up goals are exceeded, the OSC or designee will direct the DDHTR Contractor to remove and dispose of another layer of soil from the specific area(s) that exceeded these goals. The OSC or designee will provide exact specifications as to how much soil the DDHTR Contractor is to remove and from which areas. These areas will then be re-sampled by the A&M Contractor. DDHTR Contractor shall not be compensated for costs associated with delays in the soil sampling process.
b. The DDHTR Contractor will only be eligible for compensation for up to one (1) re-scrape per parcel. By no means shall County reimburse the DDHTR Contractor for rescrapes that exceed 25% of the total number of parcels subscribed to the program. These compensation limitations do not apply to parcels where the County determines that clean-up goals cannot be met due to site conditions unrelated to the disaster, at the sole and exclusive discretion of the County.
c. DDHTR Contractor shall complete rescrape operations on each parcel that a rescrape is required on within seven (7) days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

6.1.2.5. Implement Erosion Control

a. Once Mariposa County has deemed the property ready for erosion control, The DDHTR Contractor shall remove the exclusion zone delineation (red tape and stakes) and prepare the site for final erosion control.
b. DDHTR Contractor shall provide all materials and labor for all placement and installation of erosion control devices and hydromulching after each property has

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been cleared of structural debris and approved by the OSC, or designee, for erosion control, as identified in the EPP and the Special Provisions.

c. Application of erosion control shall follow Natural Resource Conservation Service recommendations:
    i. The type and amount of mulch and tackifier are selected to provide a minimum of 70% surface cover that will remain in place for at least one growing season.
    ii. Application rates in the range of 2,000 to 3,000 pounds of wood fiber mulch and 75 to 100 pounds of Guar (or equal product that provides sufficient, biodegradable, and environmentally safe alternative, as approved by the IMT) based tackifier per acre are typical.
    iii. Use of weed-free straw may be used by permission of the OSC where hydromulch proves impractical or impossible to apply. Crimping or a tackifier will need to be used to make the straw an effective alternative.
d. DDHTR Contractor shall complete erosion control operations on each parcel where erosion control is required within seven (7) days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

6.1.2.6. Final Site Walk

The OSC or designee will conduct a Final Site Walk of each parcel. The Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Final Site Walk, the DDHTR Contractor shall promptly remedy the deficiency to the OSC's satisfaction.

6.1.2.7. Considerations for Commercial and Public Properties

Commercial and public properties, including businesses, industrial sites, mobile home parks, and facilities owned by public agencies, can be included in the County Program. The A&M Contractor shall identify hazardous levels from commercial properties by a waste profile. Profiles are done to determine the debris classification, which determines the end-use facility. The results from the profile determine whether they shall be designated as residential waste, California Hazardous Waste (Cal Haz), or California Hazardous and Resource Conservation and Recovery Act (RCRA) waste. Then DDHTR Contractor shall coordinate with the California Department of Toxic Substance Control (DTSC), United States Environmental Protection Agency, or any other entity directed to assist in the removal of the hazardous waste.

DDHTR shall create a work plan that defines the tasks to be performed by DDHTR, A&M Contractor, and DTSC and present the sequencing so that the building debris is properly removed and disposed of in an efficient manner with the completion of confirmation soil sampling to document the successful removal, to be approved by the Contract Manager.

The DDHTR Contractor shall be responsible for removing all non-RCRA hazardous waste. The DDHTR Contractor shall provide appropriate training and PPE to facilitate their role in the Operation, which may include working in proximity to hazardous waste operations conducted by others. The Special Provisions provide additional requirements for the

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management of hazardous wastes.

6.2. Function 2 - Hazard Tree Removal

6.2.1. Overview

The Hazard Tree Removal Function's purpose is to protect the general public, public infrastructure on public properties, public ROWs, and other areas approved by County. DDHTR Contractor shall perform all hazard tree felling, processing, and transport to DDHTR Contractor-sourced and IMT-approved TLSPS and/or directly to the end-use facilities, including all supporting services, as required by applicable local, state, and federal laws. DDHTR Contractor shall transfer ownership of the tree materials to the end-use facility. The DDHTR Contractor shall comply with all applicable Forest Practice Rules. The Public Agency, Public and Private Utility Right of Way Exemption may apply to Hazard Tree Removal activities.

The Hazard Tree Removal Function will be completed in a manner that does not negatively impact the Structural Debris Removal Function. Hazard trees shall not be felled into or dragged through debris fields or active soil sampling decision units. As directed by the IMT, this may result in the Hazard Tree Removal Function being completed after the confirmation soil sampling process is complete on a parcel if hazard trees cannot be felled and removed without disturbing the sampling footprints. Alternatively, the Functions may be completed concurrently if they will not negatively impact one another.

The requirements for Hazard Tree Removal are described more fully in Exhibit A.1 Special Provisions, Section 8, Hazard Tree Removal Operations.

Contractor's failure to perform any Hazard Tree task(s), as set forth below, shall render the Contractor ineligible for Hazard Tree unit compensation (for example, use of unpermitted end use facilities, use of unapproved equipment, or no pre-approval of TSLPS).

6.2.2. Specific Tasks

6.2.2.1. Pre-Inspection

a. Follow the Public Agency, Public, and Private Utility Right of Way Exemption requirements under the Forest Practice Rules and any local ordinances that specifically address the debris and or hazard tree recovery efforts.
b. Conduct pre-inspection tasks, as described in Special Provisions Section 8.5, to include:
    i. Verify clear access to trees on each assigned property prior to sending Hazard Tree Removal Crews to the assigned property.
    ii. Determine if any trees require specialty equipment for removal and notify the OSC or designee prior to sending Tree Removal Crews to the assigned property.
    iii. Identify and notify the OSC or designee if there are watercourses that either need to be crossed to access a property or are near any trees to be removed on a property for which the IMT has received a valid ROE.
c. Support work management process and conduct all tasks identified through work management tasks in the timeframes prescribed by the IMT, as described in Special Provisions Section 8.4.

6.2.2.2. Felling and Removal

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Conduct all-hazard tree felling and removal tasks, as described in Special Provisions Section 8.6.

a. Conduct pre-work walk (360 site walks) with A&M Contractor TFL, as described in Special Provisions Section 8.6.1
b. Provide reasonable access to the A&M Contractor to perform their tasks, as specified in the Special Provisions or as otherwise directed by County. Provision of this reasonable access may impact the DDHTR Contractor's operational efficiency.
c. Document and mark all downed hazard trees, timber, or other woody material on-site prior to the start of hazard tree felling, such as material resulting from utility line clearance operations or work conducted by the landowner. DDHTR Contractor is not responsible for removing this material but is responsible for handling and relocating it on-site as required to fell, process, and remove eligible hazard trees.
d. Fell, process, and remove all hazard trees, as specified in Special Provisions Section 8.6.3. As described in the Special Provisions, felling, processing, and removing hazard trees must be conducted as part of a singular operation rather than multiple discrete steps, as described in Special Provisions Section 8.6.3 and unless otherwise authorized by County. Depending on the voltage, all trees will be felled within the public utility prescribed distances from a public utility power pole or power line.
e. Apply erosion control to the site as necessary to comply with California Forest Practice rules, permit(s) requirements, the EPP, best management practices, industry practices, and the directions of the IMT. Erosion control methods must be appropriate for site conditions. If requested by the IMT, DDHTR Contractor shall provide evidence as to why the proposed erosion control method is appropriate for the site based on the above-listed criteria. Methods may include the application of chipped slash, lop and scatter, water breaks, or slash packs. Wood chips should not be used on slopes, especially near watercourses. When wood chips are used, the wood chips should be produced in a manner that keeps the material long and fibrous such that it binds together. The IMT or A&M Contractor's Registered Professional Foresters may provide specific direction on a site-by-site basis.' If wood chips are used, the depth shall not exceed two (2) to three (3) inches.
f. No removal of stumps or roots unless authorized by the County OSC. Cut stumps flush (within 6-inches) to the existing terrain surface.
g. DDHTR Contractor shall minimize ground surface disturbances as part of the hazard tree removal function. Tree access road building is prohibited unless authorized by the County in writing, prior to construction.
h. In some instances, the DDHTR Contractor may be directed to leave a felled tree(s) and limbs on the property on which they were felled. In these instances, the DDHTR Contractor agrees not to recover any credits for Hazard Tree wood material or any other wood material left behind on the site.
i. If the DDHTR Contractor believes unmarked trees must be removed for marked trees to be safely felled and/or removed, the Operations Section Chief or designee must pre-approve its removal. The tree would be documented as an "incidental tree" prior to tree felling at the OSC's direction. The DDHTR

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Contractor will then be allowed to remove such “incidental trees” at the DDHTR Contractor’s cost without additional compensation.

j. Once all on-site work, including hazard tree felling, processing, removal, and application of erosion control, is complete, the A&M Contractor’s TFL and the Hazard Tree Removal Crew will conduct the Hazard Tree Removal Interim Site Walk as described in the Special Provisions (see “Post Tree Felling and Removal Site Walk”). If any remaining or non-compliant work is identified during the Interim Site Walk, the Hazard Tree Removal Crew shall immediately remedy it. Once the Interim Site Walk is complete, the Hazard Tree Removal Crew shall mobilize to the next scheduled parcel.

k. After the Hazard Tree Removal Crew’s mobilization, the OSC or designee shall conduct the Hazard Tree Removal Final Site Walk. The Hazard Tree Removal Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Hazard Tree Removal Final Site Walk, the DDHTR Contractor shall promptly remedy the deficiency to the OSC’s satisfaction.

6.2.2.3. Process, Hauling, and End Use

a. DDHTR Contractor is responsible for transporting all hazard trees to an IMT-approved end-use facility. DDHTR Contractor may identify, establish, and operate one or more Temporary Log Storage and Processing Site (TLSPS) if pre-approved by the IMT. A TLSPS is any area where hazard trees, timber, or other woody material is stored, staged, handled, or processed after being removed from the parcel where the hazard tree was rooted.

b. Prior to establishing any TLSPS, the DDHTR Contractor must submit a written request to the IMT and a site plan describing the proposed site and its operations, as described above (see “Identify and establish temporary facilities”). The Special Provisions also provide additional information on this process.

c. DDHTR Contractor shall develop and execute lease agreements for TLSPS used to fulfill this Agreement. Copies of executed lease agreements shall be provided to County. Any subsequent changes to executed lease agreements shall also be provided to County.

d. DDHTR Contractor shall provide adequate space for truck weigh scales, provided by the DDHTR Contractor, at each log storage and processing yard and allow space for County’s A&M Contractor and the OSC and/or the OSC’s authorized representatives to determine truck weights entering the yard loaded from the tree felling operation and leaving the yard loaded heading for the end-user facilities. DDHTR Contractor shall allow physical space and time for truck queueing in the yard, both inbound and outbound. DDHTR shall provide stairs or a platform for truck inspection pictures by the A&M contractor.

e. DDHTR Contractor shall negotiate with permitted and operational wood materials end-use facilities (as described in the RFP, Additional Bid Requirements, Commitment Letter(s), and Letter(s) of Interest) that meet all local, State, and Federal requirements and regulations. DDHTR shall not operate or establish end-use facilities under this agreement.

f. County requires that all wood materials from this Operation be reused as lumber,

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firewood, energy generation, wood chips, mulch, or other environmentally friendly uses that encourage reuse. In the event wood materials cannot be delivered to a higher best-use facility, wood material may be delivered to a landfill at County's sole discretion and only with written approval from County. DDHTR contractor may not under any circumstance burn wood, such as by a curtain burner. To utilize landfills, the following process shall be followed:

i. DDHTR Contractor documents, in writing, the necessity for landfill(s) and the reason why DDHTR Contractor cannot use the higher best use facility and makes a request for landfill use to the Finance Section Chief.
ii. Finance Section Chief notifies County.
iii. If County approves landfill use, the Finance Section Chief informs the IMT.
iv. DDHTR Contractor, with OSC or OSC designee, contacts the local Regional Water Quality Control Board, Air District, County, and Solid Waste Local Enforcement Agency (Control Agencies) to discuss the use of the landfill.
v. Control Agencies provide guidance to DDHTR Contractor and County OSC on how to proceed with landfilling material.

g. DDHTR Contractor is responsible for all operational, permitting, fixed, and labor costs and shall be entitled to retain any revenue generated from the sale to end-use facilities. Wood materials become the property of the end-use facility once received. Any rebates, credits, or savings derived from the legal use of those wood materials should be described in agreements between the DDHTR Contractor and the respective end-use facilities. Any revenue obtained by the DDHTR Contractor through these agreements must be disclosed to County on a regular basis, per the direction of the County Contract Manager. DDHTR Contractor shall report all revenues generated to the Finance Section Chief.
h. The DDHTR Contractor shall agree, in writing, with each end-use facility the point where the logs/wood materials will become the property of the end-use facility.

6.3. Support Tasks

DDHTR Contractor shall perform additional major items of work in support of both the Operation's functions. These are anticipated to include, but are not limited to:

6.3.1. Traffic Control

a. For Structural debris removal, DHTR Contractor shall provide community traffic control, as directed by Mariposa County Public Works. one (1) for each tree felling crew, and for any crews that might partially or fully block public and/or private roadways while conducting work.
b. DDHTR Contractor shall obtain and follow all encroachment permit requirements issued by the cities, counties, Caltrans, or any other agency having jurisdiction over DDHTR Contractor-impacted roads. Traffic control crews may be required to implement additional traffic control needs pursuant to requests or directives from other entities (e.g., Cal OSHA, local authorities, etc.) and directed by the OSC and/or County.
c. Traffic control crews may also be required to implement Operation specific traffic control plans, as directed by the OSC.

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d. Traffic control crews shall include two (2) traffic control trained crew members, required equipment and supplies, mobilization and demobilization, and communication equipment. The traffic control crews shall be trained in the principles of the DOT Revision 6 (Rev 6) of the 2014 MUTCD prior to commencing their work.

6.3.2. Community Services

a. DDHTR Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters, fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT. This may include general dust suppression in disaster areas not directly connected to specific debris removal crews or other operations.

b. DDHTR Contractor shall also provide community street sweeping, including sweepers, drivers, fuel brushes, and appropriate disposal of collected road debris and dirt, as described in the Special Provisions.

c. DDHTR Contractor shall provide sufficient transport trucks (for example, “lowboy” trailers) to redeploy heavy equipment between job sites. Under no circumstances shall steel-tracked heavy equipment, including but not limited to excavators, skid steers, feller bunchers, and heel booms, operate on asphalt, concrete, or other non-earth road surfaces without the explicit permission of the OSC or designee. If the DDHTR Contractor fails to comply with this requirement, it will be responsible for repairing or remedying any damage caused by the heavy equipment to the satisfaction of the County, in consultation with the road owner.

d. DDHTR Contractor shall provide and service portable restrooms and hand washing stations for use by DDHTR Contractor, A&M Contractor, and IMT personnel use. Portable restrooms and hand washing stations shall be provided at all work sites for Debris Removal Crews and Hazard Tree Removal Crews. Additionally, DDHTR Contractor shall provide and service up to three (3) additional sets of portable restrooms and handwashing stations to be stationed throughout the disaster area for use by project personnel, as directed by the IMT.

6.3.3. Site Access and Temporary Bridges

a. DDHTR Contractor shall provide or create physical access to all County Program participating parcels both in residential tract areas on relatively small, relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long, poorly maintained, or non-maintained gravel or otherwise non-paved roadways; and/or have larger lots, sometimes exceeding 100 acres. DDHTR Contractor shall prepare Environmental Work Plans where applicable.

b. As necessary to access some properties, DDHTR Contractor shall obtain and provide permits to install temporary bridges, as described in Special Provisions Section 6.27. The DDHTR Contractor will coordinate with the A&M Contractor for supporting documentation as needed.

c. DDHTR Contractor shall work with the IMT PSC to permit and schedule debris removal from properties requiring bridge access near the beginning of the operations to avoid accessing these properties at the end of the operations.

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d. DDHTR Contractor shall provide all materials and labor for the placement and removal of such temporary bridges and return the areas where the bridges were installed to pre-existing conditions.
e. DDHTR Contractor shall provide up to three (3) bridges of up to 50 feet per bridge to be installed simultaneously to ensure that the overall debris and hazard tree removal operations' productivities are not negatively impacted from meeting the operational schedule.
f. DDHTR Contractor shall provide all materials and labor for the placement of rip-rap rock, temporarily placed culverts, and required BMPs installed for temporary creek crossings (including but not limited to; watercourses, ravines, trenches, or ditches).
g. DDHTR Contractor shall provide all materials and labor for placement of base rock and or crushed rock to improve uneven, rutted, or poor-quality roads for truck and/or equipment access as described in the Special Provisions.
h. DDHTR Contractor shall provide all materials and labor for placement of all steel trench plates required for truck or equipment access, where deemed necessary by the DDHTR Contractor.

6.3.4. Other

a. DDHTR Contractor shall provide all labor, materials, staff, equipment, transportation, licenses, permits (traffic encroachment, land use, operational, environmental, etc.), and every other item of expense necessary unless otherwise stated for completing all the DDHTR Contractor's tasks during the Operation.
b. DDHTR Contractor shall provide all training and attendance of key DDHTR Contractor personnel at all relevant Incident Action Planning, Operations, and Tactics meetings. All DDHTR Contractors' personnel shall attend weekly All Hands Safety Meetings. All Hands Safety Meetings may be held online or at a physical location determined by the IMT, at the discretion of the IMT. The DDHTR Contractor shall compel required staff attendance at all online training, meetings, and gatherings.
c. DDHTR Contractor shall obtain and provide a copy of any land Lease Agreement(s) obtained to the CM prior to commencing the use or development of the property(ies) for reference purposes only. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid and will not be reimbursed by the County.
d. DDHTR Contractor shall provide all materials and labor for all necessary safety fencing, as specified in the Special Provisions, around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined in writing by the OSC or designee when demobilizing from the property once the site has been cleared for soil sampling.

7. REPORTING & TRACKING

DDHTR Contractor shall be responsible for coordinating with the IMT and County's A&M Contractor, providing information as required to document material quantities and project costs allocable to each type of material by residential parcel, and providing information as required to document hazard trees removed, including coordinates, detailed tree information, and photos. The method and detail of the material and cost tracking information by parcel will be jointly developed by the IMT and the County's A&M Contractor, with County final approval.

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DDHTR Contractor shall prepare and provide the following Daily, Monthly, and Quarterly Summary Reports of Structural Debris Removal and the Hazard Tree Removal function activities and status, as summarized below:

7.1. Daily Dispatch Reports shall include the following:

A tally of predicted street sweeping activities (identification of the specific street sweeper, the identity of the operator, gallons of water used, mileage driven, and relevant daily GPS data), traffic control (identification of each traffic control crew personnel and the location(s) and duration(s) of each respective daily assignments), water trucks, personnel, asbestos removal crews, Structural Debris Removal crews, Hazard Tree Removal crews, all other operating resources, and other metrics as required by the IMT.

The Daily Dispatch shall be provided to the IMT by 1800 on the day prior to the date of work.

7.2. Daily Operations Reports shall summarize the daily work for structural debris removal and hazard tree removal. The format of the report shall be approved by the County. The Daily Operations Report shall include the following:

Quantities by material type removed, APNs of properties in progress and completed, identification numbers of ROW segments in progress and completed, and other metrics determined by the IMT.

The Daily Operations Reports shall be provided to the IMT by 1800 on the day of work.

7.3. Monthly Summary Reports shall be delivered by the 3rd day of every month. Monthly Summary Reports shall detail the number of properties completed, quantities of structural debris for each material type, hazard tree quantities of timber and wood materials delivered to each end-use facility, and other metrics determined by the IMT.

7.4. Disposal /Recycling fees: Itemized reports of actual costs of recycling and disposal at the receiving, recycling, and end-use facilities for the various materials generated from the overall Operation, including any adjustments to regular rates for material facilities to accommodate extended operating hours and special handling. DDHTR Contractor shall pay all disposal costs. Any recycling or disposal that results in a profit (usually metal recycling and wood materials at end-use facilities) should be offset against other recycling and disposal costs.

The method, detail, and adequacy of material and cost tracking information by property and/or segment of public ROW will be jointly developed by County and County's A&M Contractor(s). DDHTR Contractor shall adopt this tracking and reporting system.

7.5. Monthly Socioeconomic Affirmative Steps Report: By the third day of every month, the DDHTR Contractor shall provide a status report regarding the affirmative steps it has taken as required by 2 C.F.R. § 200.321(b)(1) – (5), which are listed below for reference. For each required step, DDHTR Contractor shall provide a narrative description of the actions it has taken, the results of said actions, and any relevant summary data or charts. County may direct the DDHTR Contractor to include specific data points or other items as necessary to demonstrate compliance.

7.6. AFFIRMATIVE STEPS REQUIRED BY 2 C.F.R. § 200.321(b)

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

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c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. GENERAL EXPECTATIONS

8.1. Identification of DDHTR Contractor Employees

DDHTR Contractor shall be responsible for furnishing an identification badge to all personnel (DDHTR Contractor and sub-contractors) prior to the employee working on-site. DDHTR Contractor shall be responsible for ensuring each employee engaged in work displays a badge that includes the name of the DDHTR Contractor or subcontractor and the employee's name. Employees shall make available on their person a valid state driver's license or other Government-issued photo identification card. All contract personnel attending meetings, answering Government telephones, and working in other situations are required to identify themselves as such to maintain the distinction from Government officials. All documents or reports produced by DDHTR Contractor shall be marked as DDHTR Contractor products in accordance with Government Code section 7550. Badges or other identification of DDHTR Contractor employees shall not include the seals or logos of the County, the California Environmental Protection Agency, Cal OES, the State of California, or any other government agency without the permission of the County.

8.2. Identification of DDHTR Contractor Vehicles and Equipment

Trucks and all other equipment designated for use under this Contract shall be equipped with a clearly visible sign identifying the vehicle as part of the project. This includes pickup trucks or other vehicles used by DDHTR personnel, debris hauling trucks, water trucks, and heavy equipment (if practicable). The IMT shall provide the design of the sign. Production, distribution, and attachment of signs to vehicles shall be the responsibility of the A&M Contractor. Additional signage may be required to facilitate County's A&M Contractor's Automated Debris Management System. Upon demobilization from the Operation, the signage shall be removed from the vehicle.

DDHTR Contractor agrees that all trucks used during this Operation are subject to GPS tracking and hereby consents to place a GPS device in each truck by County's Assessment and Monitoring A&M Contractor. DDHTR Contractor shall be responsible for charging, maintaining, and operating the GPS device throughout the duration of the Operation. Failure to charge, maintain, and operate the GPS device shall result in non-payment of bid items completed by non-compliant operation of truck(s).

Trucks or equipment designated for use under this Contract shall not be used for any other work during working hours under this Contract. DDHTR Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the DDHTR Contractor mix debris hauled for others with debris hauled under this Contract. DDHTR Contractor and subcontractors may not play music or radio broadcasts during the performance of this Contract that may generate noise complaints.

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8.3. DDHTR Contractor Equipment

DDHTR Contractor shall provide its staff (DDHTR Contractor and subcontractor) with all necessary equipment, including but not limited to equipment and truck maintenance (including but not limited to tires, lubricants, fuel), materials, tools, supplies, health and safety equipment, health and safety compliance monitoring of personnel and equipment, appropriate clothing, cell phones, two-way radios, satellite phones (if necessary), computers, computer tablets, laptops, internet access, temporary field offices, permits, licenses, supervision, project management, administrative staff costs, home office overhead.

Professionalism of DDHTR Contractor Staff

County expects all DDHTR Contractor personnel, including subcontractor personnel, to appear and behave professionally at all times. Any DDHTR Contractor personnel who does not act in a professional manner shall be subject to immediate removal from work associated with this Operation, at County's discretion, upon written notification from County.

DDHTR Contractor shall be responsible for performing all work in a safe, professional, efficient, and satisfactory manner. The IMT and County shall review all work and determine whether work is satisfactory. The IMT may consult best practices, prior project performance, federal technical assistance teams, or other resources to determine whether work is satisfactory. The IMT shall, at all times, have safe access to the work and shall be furnished with every reasonable facility for ascertaining that the materials and the quality are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to IMT and County's inspection and approval.

9. CONTROL OF WORK

County has the sole discretion and authority to determine the quality and acceptability of the following:

a. Work to be performed.
b. Rate and progress of work performed.
c. Fulfillment of the tasks and work performed by DDHTR Contractor.
d. Compensation for tasks and work performed by DDHTR Contractor.

9.1. Work Orders

The DDHTR Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order or directed in the Incident Action Plan (IAP). The DDHTR Contractor shall immediately notify the County and the IMT of any condition or event that may interfere with the completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. County will, in a reasonable time, provide written direction to the DDHTR Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work or changes and additions not pre-authorized in writing by the County CM may not be considered for compensation.

9.2. Change Orders

DDHTR Contractor may notify the County of DDHTR Contractor's request for a change order for work outside the scope of this SOW. If authorized, County, at its sole discretion, may issue a Change Order dictating the terms of the additional work. All Change Orders will be incorporated into this Agreement via Amendment(s). Work authorized by a Change Order

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shall be in accordance with the terms and conditions therein and may proceed prior to the Amendment(s).

9.3. Audits and Inspections

At its sole discretion, County may inspect the labor, materials, tools, equipment, data management, books, and records of the DDHTR Contractor to monitor compliance with this Agreement. DDHTR Contractor shall promptly remedy any violation identified by County. The fact that County inspects, or fails to inspect, or has the right to inspect DDHTR Contractor's labor, materials, tools, equipment, data management, books, and records does not relieve DDHTR Contractor of its responsibility to comply with rendering timely performance under the terms of this Agreement.

10. OPERATIONAL MILESTONES AND MOBILIZATION REQUIREMENTS

County intends to complete this operation rapidly and efficiently to ensure public health and safety hazards are promptly addressed, and community recovery is expedited. The below milestones represent County's expectations for the DDHTR Contractor's mobilization. The IMT may adjust the milestones due to inclement weather, unforeseen circumstances, rate of ROE collection, progress of site assessment and asbestos assessment, or other operational needs.

The IMT will advise the DDHTR Contractor of any changes to the milestones in writing.

Changes to the operations schedule and milestones are at the exclusive discretion of the IMT.

DDHTR Contractor understands and agrees that a substantial number of work plans are required to be submitted, and many of these work plans will need to be drafted and adjusted concurrently.

DDHTR Contractor shall ensure sufficient project management staff members are available to complete work plans based on the milestones below and promptly respond to any feedback from the IMT to ensure the overall Operation remains on schedule.

10.1. Notice-to-Proceed (NTP) Milestones – Structural Debris Removal

County anticipates issuing NTP shortly after the contract award.

10.1.1. Milestone 1-1: Mobilization of Incident Management Team

a. Timeframe: Within three (3) calendar days of NTP
b. Description: DDHTR Contractor shall deploy its key project management personnel to the Operational Area, who shall be available to participate in meetings with the IMT and/or A&M Contractor.

10.1.2. Milestone 1-2: Submission of Hauling and Reuse/Disposal Plan

a. Timeframe: Within three (3) calendar days of NTP
b. Description: DDHTR Contractor shall submit to the IMT for review and approval a Hauling and Reuse/Disposal Plan for debris removal operations. The plan should account for the expected crew mobilizations described in later milestones. The plan shall address the following:
    i. Proposed primary and alternate end-use locations for all waste streams (except timber)
    ii. Proposed locations and site plans for any Temporary Debris Management Sites or other temporary facilities (including facilities for segregated materials, such as ash and debris, concrete, and metal recycling)
    iii. Listing of planned trucking resources to support Hauling and Reuse/Disposal Plan

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iv. Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes

10.1.3. Milestone 1-3: Mobilization of up to Four (4) Asbestos Abatement Crews

a. Timeframe: Within five (5) calendar days of NTP
b. Description: DDHTR Contractor shall mobilize up to four (4) Asbestos Abatement Crews to immediately commence asbestos abatement tasks. The IMT shall determine the work locations of each crew. Following this initial deployment, DDHTR Contractor shall continually evaluate asbestos assessment results and mobilize additional asbestos abatement crews at a rate sufficient to support the debris removal crew mobilization milestones listed below.

10.1.4. Milestone 1-4: Mobilization of up to Five (5) Debris Removal Crews

a. Timeframe: Within five (5) calendar days of NTP
b. Description: DDHTR shall mobilize up to five (5) debris removal crews to sites throughout the County. The IMT will select sites. All debris removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hauling and Reuse/Disposal Plan.

10.1.5. Milestone 1-5: Mobilization of up to Five (5) Additional Debris Removal Crews

a. Timeframe: Within ten (10) calendar days of NTP
b. Description: DDHTR shall mobilize up to five (5) additional debris removal crews to sites throughout the County. The IMT will select sites. All debris removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hauling and Reuse/Disposal Plan.

10.2. Initial Hazard Tree Removal Work Order (IHTRWO) Milestones – Hazard Tree Removal

When the IMT elects to commence the Hazard Tree Removal Function of the Operation, the IMT will issue an IHTRWO. Unless otherwise directed by the IMT, the DDHTR Contractor shall provide the following services following this IHTRWO:

10.2.1. Milestone 2-1: Submission of Hazard Tree Removal Work Plan

a. Timeframe: Within three (3) calendar days of IHTRWO
b. Description: DDHTR Contractor shall submit a Work Plan to the IMT describing its proposed approach for hazard tree removal operations throughout Mariposa County. The Work Plan shall include the following:
   i. Description of proposed means and methods, including types of equipment to be used
   ii. Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew
   iii. Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions
   iv. Listing of proposed end-use facilities
   v. Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

10.2.2. Milestone 2-2: Mobilization of Three (3) Hazard Tree Removal Crews

a. Timeframe: Within five (5) calendar days of IHTRWO
b. Description: DDHTR Contractor shall mobilize three (3) hazard tree removal crews throughout the county, The IMT will select sites. All hazard tree removal

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crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hazard Tree Removal Work Plan.

10.2.3. Milestone 2-3: Mobilization of Additional Two (2) Hazard Tree Removal Crews

a. Timeframe: Within ten (10) calendar days of IHTRWO
b. Description: DDHTR Contractor shall mobilize an additional two (2) hazard tree removal crews throughout the county. The IMT will select sites. All hazard tree removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hazard Tree Removal Work Plan.

10.3. Mobilization of Additional Resources

The IMT, through the Incident Action Planning Process, shall notify the DDHTR contractor when additional Asbestos Abatement Crews, Debris Removal Crews, and Hazard Tree Removal Crews, differing from the milestones in section 11.2 are to be mobilized. DDHTR Contractor shall be provided seven (7) calendar days from notice to mobilize the requested crew(s). All required health and safety and operational training must be completed in advance of the ordered mobilization date.

Contractor crews will be demobilized at the discretion of the IMT. Depending on workload requirements, sustained inclement weather, or other factors, crews may be demobilized and subsequently remobilized later when their services are required. The DDHTR Contractor will be provided up to seven (7) calendar days to remobilize crews upon direction from the IMT.

The expected maximum number of structural debris removal crews to be provided under this Contract is ten (10). The expected maximum number of hazard tree removal crews to be provided under this Contract is five (5).

11. Contractor's Responsibility

The Contractor shall be responsible for all work, and all persons and entities engaged in the performance of work, pursuant to this Agreement, including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services. The Contractor shall be responsible for responding to any claims, controversies, and disputes arising from its contracts for work on the Operation, including the costs of attorney or legal fees. Additionally, in the event that Mariposa County determines the Contractor is responsible for any unapproved delay, loss, harm, or other damages to Mariposa County, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor's sole expense. Mariposa County reserves the right to retain withheld funds in order to remedy any unapproved delay, loss, harm, or other damages it determines attributable to the Contractor.

PROPERTY DAMAGE: Contractor shall be responsible for repairing, at its expense, all damaged to improved property resulting from the Contractor's negligence. Mariposa County, at its sole discretion, shall determine whether property damage resulted from negligence. If Contractor disputes the conclusions of Mariposa County, it must provide all relevant supporting information within the timeline prescribed by the County Contract Manager. Contractor shall repair or otherwise remedy, to the satisfaction of the County, all property damage within thirty (30) calendar days of a notice being provided by the County. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the

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County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy property damage. The County may deduct the cost of the repair or remedy from the Contractor's compensation.

ROAD DAMAGES: General maintenance of roads or repair of damage to roads resulting from overall disaster response and recovery operations is not the responsibility of Contractor. Contractor shall be responsible for repairing, at its expense, all damaged to roads resulting from the Contractor's negligence. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy road damage. The County may deduct the cost of the road repair or remedy from the Contractor's compensation.

12. Subcontractors

All Subcontractors previously identified in the proposal are considered to be acceptable to Mariposa County. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or their designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager immediately. If Mariposa County or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, the Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Mariposa County and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to Mariposa County for the acts and omissions of its Subcontractors 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 Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

If a subcontractor was used to comply with the requirements of the Request for Proposal, such as if the subcontractor was used to meet the Licensed Timber Operator requirement or the hazard tree removal project reference, the subcontractor must remain on the project for the duration of the project, or, if the subcontractor is to be replaced, the prime contractor must provide a replacement subcontractor which complies with the same requirements within seven (7) calendar days. For example, if a subcontractor was used to comply with the reference requirements, the proposed replacement subcontractor must have completed a project that meets the requirements of the reference project.

13. Special Provisions

Exhibit A.1, "Special Provisions", provides additional requirements for the performance on this Scope of Work. In the event of any conflict between Exhibit A.1 and this exhibit, this exhibit shall be controlling. All references to "User Agency" in Exhibit A.1 shall be understood to mean Mariposa County. Additionally, any references to or description of State-managed debris removal operations, Cal OES mission resource tasks, or similar shall be ignored.

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Exhibit A.1

DISASTER DEBRIS AND HAZARD TREE REMOVAL – SPECIAL PROVISIONS

5/4/2022

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Acronyms and Abbreviations

ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act
AQMD	Air Quality Management District
BMP	Best Management Practices
CAC	Certified Asbestos Consultant
CalEPA	California Environmental Protection Agency
Cal OES	California Office of Emergency Services
CalRecycle	Department of Resources Recycling and Recovery
CARB	California Air Resources Board
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CIH	Certified Industrial Hygienist
CM	Contract Manager
CSST	Certified Site Surveillance Technician
DDHTR	Disaster Debris and Hazard Tree Removal
DFW	Department of Fish and Wildlife (California)
DOT	Department of Transportation
DMV	Department of Motor Vehicles
DROC	Debris Removal Operations Center
DTSC	Department of Toxic Substances Control
EPA	Environmental Protection Agency
EPP	Environmental Protection Plan
FEMA	Federal Emergency Management Agency
FSC	Finance Section Chief
GPS	Geographic Positioning System
HAZWOPER	Hazardous Waste Operations and Emergency Response
HHW	Household Hazardous Waste
IC	Incident Commander
ICS	Incident Command System
ICT	Incident Command Team
IMT	Incident Management Team

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LTO	Licensed Timber Operator
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
Operations Team	Debris Removal Operations Team
OSC	Operations Section Chief
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
PSC	Planning Section Chief
Proclamation	Proclamation of a State of Emergency
RFP	Request for Proposals
ROE	Right-of-Entry
RPF	Registered Professional Forester
SEMS	Standardized Emergency Management System
USA	Underground Service Alert
USEPA	United States Environmental Protections Agency
UXO	Unexploded Ordinance

Reference Documents

Attachment A, Wildfire-Damaged Structures Asbestos Site Assessments SOPs for the "California Wildfire Asbestos Survey" (http://www2.calrecycle.ca.gov/docs/web/119346).

- Attachment B, "Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires" (https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/ehd-docs/zogg-fire/fire-damaged-concrete.pdf?sfvrsn=71d5f589_2).

Attachment C, "Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California" (Geosyntec for DTSC 2015), (https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/Disaster-Documents-2015yr-FireSample.pdf).

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NOTE: This Special Provisions document was developed by the California Department of Resources Recycling and Recovery (CalRecycle). It is included here in the interest of aligning Oak Fire recovery operations with best practices. Certain references to CalRecycle, the State of California, or other State Agencies may not be applicable. In the event of any conflict between this document and Exhibit A, Exhibit A shall control. References to "User Agency" shall mean Mariposa County.

1. INTRODUCTION

The purpose of these Special Provisions is to provide the Disaster Debris and Hazard Tree Removal Contractor (DDHTR Contractor) and the Assessment and Monitoring Contractor (A&M Contractor) with a detailed understanding of the extent of services required by the State of California, Department of Resources Recycling and Recovery (CalRecycle), or the User Agency, for emergency debris removal Operations. Not all emergency debris removal Operations in California are conducted by the State. For the State to respond to a State proclaimed emergency, the Governor of California issues a Proclamation of a State of Emergency (Proclamation), which proclaims a state of emergency in specific Counties with provision to include State agency and contract resources.

In the process of developing the overall response to an emergency, a series of actions are taken at different levels of government before agency and contractor work takes place. At the County level, the County Health Officers issues a Proclamation of a Local Health Emergency and, if necessary, requests State assistance. Once the Governor's Proclamation is issued and may include provisions for all agencies of the state government to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities related to this State of Emergency consistent, with the direction of the California Governor's Office of Emergency Services (OES) and the State Emergency Plan. Additionally, the President of the United States of America may approve a Major Disaster Declaration for California, which allows federal disaster assistance through the Federal Emergency Management Agency (FEMA), which will include both federal funding and potentially additional federal contracting and procurement requirements.

The State Proclamation typically suspends, to the extent they apply, the following activities:

A. Removal, storage, transportation, and disposal of hazardous and non-hazardous solid waste and debris resulting from a disaster in affected Counties and that are subject to the jurisdiction of agencies within the California Environmental Protection Agency (CalEPA) and the California Natural Resources Agency (CNRA).

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B. Necessary restoration and rehabilitation of timberland, streams, rivers, and other waterways.

Such State statutes, rules, regulations, and requirements are hereby suspended, only to the extent necessary for expediting the removal and cleanup of debris from the fire and for implementing any restoration plan by the affected County(ies). User Agency will typically receive signed waivers from the Secretary of the CalEPA and Secretary of CNRA, which are supported by an Environmental Protect Plan (EPP) prepared by the State or in coordination with the A&M Contractor or by other designated agencies. The EPP is written to summarize and address the potential environmental and historic preservation areas of concern provided by the resource agencies responsible within the defined Disaster Area. Then the EPP delineates the specific Disaster environmental and historic preservation requirements necessary to be implemented. The DDHTR Contractor will be required to be aware of and implement the best management practices (BMPs) and the Avoidance and Minimization Measures (AMMs) listed in them.

Additionally, if the Operation is Federally funded, certain environmental and historical preservation measures are needed to comply with Federal and state laws, such as the National Environmental Policy Act (NEPA), the Federal Endangered Species Act, and the National Historic Preservation Act (NHPA). User Agency will work with A&M Contractor to evaluate the environmental, historical, prehistoric, Tribal, and cultural artifact protection concerns in the disaster area(s) for state and federal endangered species, endangered species habitat protection, and streambed crossings (among other areas) that will require state and federal emergency permits and/or protections. These evaluations and permitting actions will commence prior to and during the site and asbestos assessments and may extend into the early asbestos and debris removal process. Properties will not be entered, for any of these activities, until the state Incident Management Team (IMT) has received approved copies of the individual property Right-of-Entry (ROE) forms from the affected County(ies) and “Access Only” ROEs when needed.

The Proclamation may also suspend compliance with applicable provisions of the California Government Code and the Public Contract Code for state contracts, including but not limited to travel, advertising, and competitive bidding requirements to assist with procuring materials, goods, and services necessary to quickly remove dangerous debris and repair damaged resources. Lastly, the Proclamation may also state that State agencies shall work with local officials to design and implement a comprehensive disaster debris removal plan.

In response to the Proclamation that includes State resources, OES typically issues a mission request task to CalRecycle, to enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly remove dangerous debris from private property resulting from a disaster in the affected Counties. OES and CalRecycle will work with the affected County(ies) to clear the debris, provide state certification of cleanup for the individual sites, and track and provide costs to the County(ies) for insurance recovery on a per lot basis.

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This set of Special Provisions may only be updated pursuant to the terms of the contract, such as an Amendment Process.

1.1 Purpose

The purpose of these Special Provisions is to describe a detailed approach to managing the assessment, monitoring, and removal of structural and vegetative debris. It also describes a detailed approach to the removal of asbestos-containing material (ACM), metals, vehicles, ash and debris, hazard trees, contaminated soil, and other hazardous material resulting from a proclaimed disaster. These Special Provisions are based on CalEPA's "Guidance for Conducting Emergency Debris, Waste and Hazardous Material Removal Actions Pursuant to a State or Local Emergency Proclamation," dated October 7, 2011 (https://calepa.ca.gov/wp-content/uploads/sites/6/2019/06/Disaster-Documents-2011yr-GuideRemoval.pdf). This guidance document identifies best management practices (BMPs) for undertaking the removal of debris and hazardous materials (including asbestos) from residential structures. These BMPs and Special Provisions provide a consistent approach to conducting removal and cleanup actions to protect response personnel, the surrounding community, public health, and the environment. This document does not specifically address the removal of debris from non-residential (i.e., commercial, industrial, public) properties; however, depending on the type of debris, the methods and procedures can be the same. If non-residential properties are added to the list of eligible properties, special considerations will be taken into account as described in these Special Provisions.

1.2 Objective

The objective of these Special Provisions is to meet the above-stated purposes and to detail processes and procedures for debris removal operations and will provide both the A&M Contractor and the DDHTR Contractor guidance for state-sponsored Disaster Debris Removal Program and to mitigate known hazards and dangerous conditions to limit the impacts to the public, the affected County(ies) and the surrounding environment.

2. PROGRAM OVERVIEW

2.1 Site Description

Debris generated by the disaster and within the disaster area described in the Operation Specific Scope of Work and the Contract documents generally consist primarily of residential disaster and hazard tree vegetative debris. This debris may also be sourced from non-residential properties, as included by the User Agency.

2.2 Site Eligibility

The intent of the disaster debris removal program is to remove destroyed single-family homes, residential structures, and other eligible debris destroyed by the

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declared fires so that the property owner can rebuild on their property. The User Agency, with input from the state, may deem other structures to be destroyed on a case-by-case basis.

Mobile Home Parks are not automatically part of the Debris or Tree Removal Operations. They may be included in the program on an as-approved basis. If mobile home parks are deemed eligible by the User Agency, then each mobile home park will be considered for compensation based on the User Agency's bid schedule for the DDHTR Contractor.

The debris program does not cover structures smaller than one hundred, twenty (120) square feet, fencing, trees other than those described in the "Hazard Tree Assessment" section, a single vehicle with no other debris fields or structures, or other debris less than ten (10) cubic yards unless approved in advance by the User Agency. The debris program also does not cover cannabis, greenhouses, or other structures related to cannabis growing, drying, or processing unless approved in advance by the User Agency. The program also does not cover illegal dumps, landfills, other disposal areas unless approved in advance by the User Agency.

Only parcels for which the property owner has submitted an ROE permit will be included in this program unless otherwise designated by the State IMT and local government. Public rights-of-way (ROWs) may also be included for the purposes of hazard tree removal if approved by the State IMT.

Non-residential, commercial, industrial, and public properties (i.e., schools, local and state parks, camps, and other public structures) may be included in this operation, as determined by the User Agency, on a case-by-case basis. If such facilities are determined to be included in this program, the User Agency will compensate the DDHTR Contractor based on the User Agency's bid schedule. For mixed-use or changed use of properties (e.g., former commercial properties converted to residential or other such circumstances), the User Agency will make the final determination as to whether the property is to be reimbursed as a residential, public, or commercial property.

Non-residential Parcels may also require waste profiling and characterization prior to debris removal. The A&M Contractor will be responsible for conducting any required waste profiling and characterization if requested by the User Agency, as described in Section 5.4.

In certain limited scenarios, the User Agency may direct the DDHTR Contractor to provide demolition services. For the purposes of this operation, demolition is defined as the removal of structures with more than one wall standing. If demolition is authorized, the A&M Contractor shall track all costs and work associated with the parcel where the demolition occurred separately. The demolition of structures, including dropping standing walls, is included within the scope of this agreement, subject to the site-specific approval of the User Agency.

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2.3 Site Characterization

Based on past studies of burned residential homes and structures from large-scale wildland fires, the resulting ash and debris from residential structures burned by fires can contain toxic concentrated amounts of heavy metals such as antimony, arsenic, cadmium, copper, lead, and zinc. Additionally, the ash and debris may contain higher concentrations of lead if the home was built prior to 1978, when lead was banned from household paint in the United States. These heavy metals are discussed in numerous studies, including Attachment C, "Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California" (Geosyntec for DTSC 2015). The presence of these heavy metals can have significant health impacts on individuals, individual properties, local communities, and watersheds if the ash and debris are not removed promptly.

The residual materials, including, but are not limited to, stucco, roofing, floor tile, linoleum, fireplaces, furnaces, vinyl tiles and mastic, sheetrock and joint compound, cement pipe, exterior home siding, thermal system insulation, concrete and mortar, and other building materials commonly used in homes built before 1984 may also contain other chemicals of concern such as asbestos.

Additionally, wildland fires can kill or seriously damage a great number of trees, resulting in a significant risk to the public as the impacted trees are more likely to fall onto public thoroughfares and other infrastructure.

2.4 Known Hazards

The type and number of known hazards will depend on specific conditions of each incident and each property within the incident, such as how much of the structure is remaining, age of the structure, building materials used, and damage level of the site trees on-site. If only ash and debris are present, the site is expected to contain elevated levels of heavy metals and possibly asbestos.

The California Department of Toxic Substances Control (DTSC) or the United States Environmental Protection Agency (US EPA) will conduct a Phase 1 – Assessment and Removal of Household Hazardous Wastes prior to Phase 2 – Disaster Debris and Hazard Tree Removal Program Operation that these Special Provisions contemplate. A part of Phase 1 work includes the preliminary hazardous waste assessment for asbestos-containing material (ACM) and removal of bulk quantities of ACM in the impacted area soon after the fire. ACM has been commonly found in debris removal Operations, especially in structure construction that precedes the mid 1980's. If DTSC/USEPA finds possible ACM and/or removes bulk ACM and/or other hazardous materials on individual properties, they will report these findings directly to User Agency. User Agency will, in turn, notify the A&M Contractor and DDHTR Contractor's ACM Removal Crews of these findings prior to crews being deployed to these properties. All responders should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

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The ACM found in the disaster debris will likely be highly friable, which allows asbestos fibers to be more easily released into the air during windy conditions and debris removal operations. Other hazardous materials will likely include heavy metals concentrated in the ash and debris and silica dust released when working around and removing concrete slabs and foundations. Silica is known to be a human carcinogen. Its potential presence must also be taken into consideration when developing a Health and Safety Plan for the Operation and the local Community.

All personnel should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

Therefore, worker safety statutes and regulations for handling ash with heavy metals, such as lead and asbestos, shall be followed at all times.

2.5 Worker Safety

All A&M Contractor, DDHTR Contractor, and subcontractor personnel shall prepare and operate under their own Site Specific Health and Safety Plan developed and signed by a certified industrial hygienist, or other registered safety professional, working for or hired by the A&M Contractor and separately the DDHTR Contractor. The presence and disturbance of asbestos and heavy metals are the primary health hazards that need to be addressed in these Health and Safety Plans. Also, the falling of damaged and potentially dangerous dead and dying trees and limbs impacted by the fires is expected to be another major safety issue.

Fall hazards are present on sites with chimneys, partially remaining structures, and burned trees. Physical hazards (i.e., slips, trips, and falls) are also present from exposed foundations, glass, metals, and debris. Additional hazards may be present if hazardous materials or medical wastes are discovered during the removal. Utilities such as (i.e., electrical, gas, cable, telephone, dead/dying or damaged trees, and sewer) are unmarked and must be accounted for during debris removal operations. Sometimes, wildfires may even burn out underground tree root systems resulting in dangerous underground holes that could collapse when loaded by personnel and/or equipment. The weather may also pose hazards from excessive heat, lightning, rain, and high winds.

Site personnel shall operate vehicles and equipment in a safe manner to ensure the safety of its employees and the public, pay particular attention to operations around local roads, and take all necessary and reasonable precautions. Site personnel must identify and document the number and location of downed power lines, dangerous trees, chimneys, and underground utilities.

Since fire debris removal Operations contain ash with elevated levels of heavy metals, silica, and/or friable asbestos, an exclusion zone must be established around each site during removal by the DDHTR Contractor. All personnel entering and leaving the exclusion zone shall be Hazardous Waste Operations and

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Emergency Response (HAZWOPER) trained and certified, respirator trained and medically cleared to use respirators, and to wear Level C protective personnel equipment (PPE), including Tyvek coveralls depending on the work zone and hazard level. Other PPE required for working in heavy equipment worksites should be worn as designated in the A&M Contractor's and DDHTR Contractor's Health and Safety Plans. To reduce exposure, site personnel shall use designated eating areas exterior to the exclusion and transition work zone and handwashing stations.

The DDHTR Contractor shall also be aware of and prepared for providing instruction and necessary PPE for other hazards such as pandemics (i.e., Covid-19, etc.) and other local or regional health concerns.

2.6 Operation Cost Tracking

Operation costs that can be directly attributed to an individual property shall be tracked by both A&M Contractors and DDHTR Contractors on a per Assessor's Parcel Number (APN) basis. These are designated as "individual property costs." Other costs that cannot be directly attributed to an individual property but are necessary as part of the success of the operation, such as IMT approved community cost, include, but are not limited to the following:

A. A&M Contractor and DDHTR Contractor Delays and Non-Workdays,

B. Operational Crew Mobilization/Demobilization,

C. Operation management,

D. Community health and safety activities, and

E. Community air monitoring activities.

In the event costs are incurred relating to public properties such as government buildings, certain schools, and institutions, those costs will be tracked pursuant to written direction provided by the User Agency's Contract Manager (CM). In all cases, A&M Contractors and DDHTR Contractors are required to track costs with a sufficient level of detail, redundancy, and integrity necessary to meet the provisions in the User Agency Contract.

2.7 Operation Roles and Responsibilities

The debris removal operation will be managed per the User Agency Contract and, in particular, by these Special Provisions set as part of the Contract. This Operation will be managed in accordance with the Standardized Emergency Management System (SEMS), utilizing the Incident Command System (ICS) for field response. ICS is the model management tool used in disaster response and recovery scenarios for the command, control, and coordination of all agencies and/or private entities working on an incident. The User Agency and/or other State Agencies will likely fill all of the following positions (listed in these Special Provisions), including

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Incident Commander (IC), Planning Section Chief (PSC), Finance Section Chief (FSC), Operations Section Chief (OSC). The A&M Contractor will likely fill the following positions: Branch Directors (BDs), Division Supervisors (DSs), Task Force Leaders (TFLs), and other specific positions used to manage these operations. User Agency's CM will directly manage the A&M Contractor and DDHTR Contractor.

During the course of this operation, the Joint Field Office (JFO) Planning Section, in coordination with the PSC, will publish the Incident Action Plan (IAP) once every operational period. The length of an operational period is determined by need, as determined by the State Coordinating Officer. The IAP will contain the specific personnel assigned to the various roles in the operation. The IAP will contain the contact information for the personnel assigned to the operation.

2.8 Documentation

The A&M Contractor will document activities for each individual site according to the procedures established by the IMT and CM. Photographs taken before, during, and after debris removal shall include the property address, either by using the installed Operation sign or whiteboard with full address if the Operation sign is unavailable. Alternatively, the A&M Contractor shall include GPS coordinates affiliated with these photos. The TFL will document all relevant activities and property conditions, including issuing tickets for each truck that transports debris or other materials from the property on which debris removal is occurring.

The User Agency A&M Contractor(s) will collect and organize all site and administrative documentation and make the documents available electronically. The User Agency A&M Contractor(s) will also review the DDHTR Contractor invoices and recommend payment for User Agency. The tracking and documentation will be consistent with the current FEMA debris removal standard for reimbursement as practicable (whether or not this is a federally funded operation).

A. Electronically Collected Property and ROW Data

All A&M Contractor electronically collected data shall be compatible with existing State data management systems such as ArcGIS, ESRI products, etc. A&M Contractor databases should be available for integration and syncing with State systems via an API interface. Documentation of and data related to complete operational and financial work shall be retained until twelve (12) months after the termination of the A&M Contract and in a system that allows for State access and review within twenty-four (24) hours of data entry on a daily basis. Parcel-specific documentation and data will be robust enough to support:

1) Operational scheduling and project planning.

2) Public-facing information platforms such as maps and dashboards.

3) Requests for information from property owners.

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4) Cost recovery requirements.

B. Track and Log Each Truck

The DDHTR Contractor Debris Trucks. Water Trucks, Street Sweepers, and other operational equipment deemed appropriate by the IMT will be equipped with GPS devices and/or capabilities provided by the A&M Contractor. These devices shall be operational during the workday so that the DDHTR Contractor, the A&M Contractor, and the IMT can keep track of all DDHTR Contractor vehicles during the operation for safety purposes and to monitor productivity. The Trucks will be tracked to assure they are where they are expected to be per the properties and end use facilities that they have been directed to haul their loads to.

C. Record Trucks Identification Numbers

All DDHTR Contractor Trucks will be provided a placard or other visible means of identification as part of the Operation to be displayed prominently to identify trucks that are part of the operation. These placards shall be provided for each truck once they pass their DOT inspections, conducted as part of this operation. Trucks will also be given a barcode sticker to be placed externally on the truck in an easily accessed location by the A&M Contractor in order to more easily identify the specific truck as it enters a debris removal site and an end use facility. Placards shall be covered when a truck is being used for a non-DDHTR Contractor directed use.

D. The A&M Contractor shall collect and track renewable diesel fuel usage by the DDHTR Contractor on a monthly basis and keep the User Agency apprised on a regular basis.

E. The DDHTR Contractor commits to use only renewable diesel fuel with a minimum of ninety-five (95) percent renewable diesel for in-use off-road diesel-fueled vehicles and equipment subject to 13 CA Code of Regs § 2449. This requirement is described in further detail in Section D item 28) below.

F. Collect and Organize Debris Removal Documentation Through Web-Based Database

The A&M Contractors shall collect, organize, and maintain all project-related documentation utilizing GIS and other database software as described in the A&M Contractor Agreement “Scope of Work, Both Operations: Section A. GIS Services.”

G. Prepare Site-Specific Final Reports and Database

The A&M Contractor shall prepare final reports summarizing work completed on each property or ROW segment and provide a summary of costs incurred on that

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property as described in the A&M Contractor Agreement “Scope of Work, Section 5.E.2 Project Completion Documentation”.

Also, provide an overall operational report of work completed, including EPP compliance and any issues encountered and how they were addressed.

3. OVERVIEW OF OPERATIONS

3.1 Overview of Operations (DDHTR Contractor, A&M Contractor)

The operation will follow a systematic approach to removing debris off the property. The overall work in the operation will be divided up among technical A&M Contractors, local, State, and possibly Federal agencies, and DDHTR Contractors. The debris removal sequencing is outlined below, work outlined is delineated by the DDHTR Contractor described as and the A&M Contractor:

A. Initial Burn Scar Areas Reconnaissance:

1) Obtain, analyze, and evaluate burn scar area-wide background soil samples to inform the preparation of the operational cleanup goals (A&M Contractor).

2) Obtain, analyze, and evaluate background air quality to establish safe levels for the project (A&M Contractor).

3) Identify water (dust control and street sweeping, etc.) and electrical sources and obtain permits as required (DDHTR Contractor).

4) Identify equipment and material staging area (DDHTR Contractor).

5) Identify materials disposal and recycling options (DDHTR Contractor).

6) Identify and document immediate Erosion Control needs to protect waterways from contamination by hazardous ash and debris (A&M Contractor + DDHTR Contractor, County, and the State Watershed Task Force (SWTF)).

7) Perform Vehicle Identification Number verifications (or vehicle abatements or adjudications) prior to removal of burned vehicle hulks ((appropriate State or Local law enforcement or authorized public agency employees)).

8) If it is not possible to conduct such abatements on-site, then the DDHTR Contractor shall provide a permitted site at which such abatements can occur off the debris removal APNs where such abatements can occur safely, by the appropriate State or local law enforcement or authorized public agency employees.

9) Conduct initial visual and video survey of roadways and infrastructure along those roads that the debris cleanup operations could potentially impact. These videos will be used to compare with a visual review of the same

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roadways at the end of the operation; therefore, they must be of quality to assist in assessing the likely impact of the operation on these roadways. Prepare engineering reports of road conditions if requested to do so by the User Agency (A&M Contractor).

B. Initial Environmental Assessment of the Burn Scar Areas (State or User Agency or A&M Contractor as directed by the User Agency):

1) Evaluate Federal National Environmental Policy Act (NEPA – for Federally-funded operations or operations located on federal lands) requirements for the protection of the environment including, but not limited to surface water, endangered species, and cultural resources as required by law, consultation, and California Environmental Quality Act (CEQA) requirements and in the EPP. The EPP includes the required best management practices (BMPs) and Avoidance and Minimization Measures (AMMs) from Federal consultation to be implemented by the DDHTR Contractor as part of the Operation (State, User Agency, or A&M Contractor as directed by the User Agency).

2) Develop an Operation Specific EPP (User Agency or A&M Contractor as directed by the User Agency)).

3) Coordinate with local, state, and federal resources agencies with respect to these requirements when conducting work (DDHTR Contractor).

4) Develop an Operation Specific EPP (State's Environmental Task Force).

C. Individual Property Site Assessments, Asbestos Surveys, and Hazard Tree Assessments:

1) Install individual address signs for each property with a signed ROE. This new sign will assist in the accountability and direct emergency services to the proper address. A&M Contractor will also Contact Underground Service Alert (USA) or other utility locator service to verify the location of the sign will not impact local utilities (A&M Contractor).

2) If properties in the operational area are on septic systems, identify septic tank and leach field locations on each property (To be verified by: 1. Property Owner through ROE, 2. City/County, 3. A&M Contractor, and 4. DDHTR Contractor to mark). DDHTR Contractor is ultimately responsible for damaged septic tanks and leach field systems) (All).

3) Identify water wells on properties not serviced by the local water agency (1. Property owner, 2. City/County, 3. A&M Contractor).

4) Photograph each site from all sides to document all aspects of the property, both burned and non-burned items (A&M Contractor).

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5) Sketch property boundaries, including ash/structure footprints, and delineate locations of visible septic tanks, leach fields, water sources, imminent threat hazards to the DDHTR Contractor. Describe the type of foundation(s), sketch other hardscapes and vehicles (A&M Contractor).

6) Sketch and record ash footprints in addition to structures (i.e., vehicles, equipment, ATVs, trailers, recreational vehicles), creek beds, culverts, bridges, etc., (A&M Contractor).

7) Identify and photograph other property-specific hazards (i.e., swimming pools, retaining walls, basements, chimneys, partial walls, hazardous trees, large vehicles, propane tanks) (A&M Contractor).

8) Conduct Mercury and Radiological site survey sweeps, with ash and debris footprints on all program properties, using handheld equipment described in Sections 5.6 and 5.7 below.

9) Identify and contact the Owner of large partially damaged or undamaged propane tanks (A&M Contractor).

10) A&M Contractor's Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct surveys to identify, sample, and analyze results for suspected gross asbestos-containing materials, including concrete foundations and mortar (A&M Contractor).

11) If Chimneys or partial walls are to be knocked down for asbestos assessment crews to assess for ACM, Contact and obtain permits from the local Air Quality Management District (AQMD) or State Air Resources Board (ARB), whichever is the regulating agency, a minimum of one (1) week prior to knocking down chimneys or partial walls regarding NESHAP notification, if necessary. Document CAC clearance of abated parcels (A&M Contractor).

12) The A&M Contractor's Task Force Leader or Crew Leader assigned with the chimney tipping crew shall contact the property owner no less than twenty-four (24) hours prior to DDHTR Contractor tipping a chimney to verify if the property owner wants to be present or has any items to be saved. The A&M Contractor shall inform the Chimney tipping crew of any limitations or concerns prior to commencing with the chimney tipping.

13) Knock down Chimneys and/or partial walls for CAC/CSST to safely assess them for asbestos-containing materials (DDHTR Contractor).

14) Assess the parcel or segment of right-of-way (ROW) for eligible hazard trees, as described in the "Hazard Tree Assessment" section (A&M Contractor), and danger trees threatening the ability of the debris crew to work safely (DDHTR Contractor).

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15) Ensure placement of biodegradable erosion control BMPs for immediate protection of waterways, culverts, drainage inlets, etc., after debris and hazard tree (if any) removal (DDHTR Contractor).

16) If non-residential properties are added to the Operation, the A&M Contractor shall provide the following services for each such property:

a) Evaluate the property based on zoning.

b) If the presence of hazardous materials is clearly a concern or unknown, conduct an Envirostor search (DTSC website).

c) If the presence of hazardous materials is still unclear, conduct an Environmental Site Assessment (ESA) by soliciting historical parcel data from Environmental Data Resources, Inc. (EDR) or an equal provider.

If the results indicate the possibility of hazardous materials A&M Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. analyzing for all appropriate constituents of concern for purposes of proper disposal of materials removed.

D. Disaster Debris Removal (DDHTR Contractor, A&M Contractor).

1) Utilizing qualified biologists, assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, and stormwater (A&M Contractor).

2) Check for underground utilities by alerting Underground Service Alert (USA) for public right of way (DDHTR Contractor).

3) Check for underground utilities by using an independent private utility locator service for private ROW, if necessary (DDHTR Contractor).

4) Acquire necessary encroachment permits for work along public roadways from appropriate agencies, including California Department of Fish and Wildlife, Caltrans, County. City, Town, etc. (DDHTR Contractor).

5) Remove gross asbestos-containing materials for those properties where asbestos is found or suspected as identified by the A&M Contractor's CAC/CSST (DDHTR Contractor's ACM Removal entity).

6) Remove privately owned, fire-damaged propane tanks, less than thirty (30) gallons that have been marked as non-hazardous (DDHTR Contractor).

7) Remove privately-owned, fire-damaged propane tanks thirty (30) gallons or larger if directed to do so by the User Agency. DDHTR Contractor's safety officer shall prepare a detailed plan, to be approved by the IMT, describing

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the process of how the DDHTR Contractor will safely render thirty (30) gallon or larger fire damaged propane tanks non-hazardous and remove them for recycling after checking with the A&M Contractor and the IMT that the tank should be removed (DDHTR Contractor). The plan should include the removal of tanks that may have residual propane. These plans may include hiring a third party to assist in rendering the tank safe and tank removal.

8) Initiate contact with property owners twenty-four (24) to forty-eight (48) hours prior to commencement of debris removal and hazard tree removal to notify them of the estimated commencement of debris removal and hazard tree removal (if any) activities. If unable to establish contact, document the number of attempted contacts and who authorized debris removal to move forward (A&M Contractor).

9) Prior to any debris removal activities, A&M Contractor's TFL and DS to conduct a 360-degree Site Walk with the DDHTR Contractor's Crew Lead/Operator prior to commencing with any site work (including debris consolidation), review the property owner's ROE comments and requests, verify the extents of the property with a review of the Site Assessment Report, point out locations of items to protect or stay away from (septic tanks, leach fields, water wells, drop-offs, etc.), or that the property owner wishes to keep. A&M Contractor to mark such items clearly and, if applicable, relocate such items on top of plastic and away from the immediate on-property debris removal operational area. Determine how and where the operator intends to load the trucks. Determine limits of the Exclusion zone.

10) Fell danger trees that are an imminent threat to the Debris Removal Crew (DDHTR Contractor).

11) Remove any existing erosion control BMPs, such as wattles or compost socks and sediment collected. These BMPs must be removed with ash and debris loads, as they are presumed to have captured fire debris runoff from the structural debris footprint (DDHTR Contractor).

12) Remove vehicles for recycling or disposal in accordance with the IMT's direction on VIN verification. If VIN verification cannot be performed on the property, The DDHTR Contractor shall provide the state with one or more locations at which the state or local government can safely verify VINs for each vehicle, then transport vehicles for recycling or disposal (DDHTR Contractor).

13) The A&M Contractor shall open a ticket for each vehicle that is removed from the property and delivered to a separate VIN verification site. A vehicle ticket will be closed upon arrival of that vehicle at a recycling or end use facility (A&M Contractor).

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14) The DDHTR Contractor should take into consideration that the vehicles will not necessarily be abated/adjudicated on the same day it arrives at this(ese) locations. Therefore, these abatement locations may need to be sized to accommodate vehicle storage to support the vehicle:

    a) Delivery rate

    b) Abatement rate and

    c) The removal rate for recycling.

15) For the purpose of this MSA, it is assumed that for a:

    a) Category 1 Operation the vehicle capacity should be assumed to be fifty (50) vehicles.

    b) Category 2 Operation the vehicle capacity should be up to two hundred (200) vehicles.

    c) Category 3 Operation the vehicle capacity should be up to five hundred (500) vehicles.

16) Collect, consolidate, and remove metals for recycling (DDHTR Contractor).

17) Collect, consolidate, and remove ash and debris for disposal. The equipment operator shall take care to minimize the mixing of ash, debris, and concrete with the underlying soil (DDHTR Contractor).

18) Collect, consolidate, and remove concrete for recycling (DDHTR Contractor).

19) Collect, consolidate, and remove six (6) inches of contaminated soil from the ash and debris footprint for disposal or landfill reuse for cover soil, as determined by the CM, in support of the IMT (DDHTR Contractor).

20) Document all of the above-mentioned debris loads (metal, ash, debris, concrete, contaminated soil) by opening a load ticket for each load that leaves the property. Load tickets shall be issued at the parcel of origin and closed upon arrival at the end use facility. Load tickets shall include the parcel of origin APN, name of end use facility, tonnage, and date and time of departure from property and arrival at the end use facility (A&M Contractor).

21) Cap all sewer lines and/or water lines found open or damaged due to debris removal (DDHTR Contractor).

22) Finish grading/smoothing ground surface (if applicable). Multiple burned areas should not be smoothed together to avoid cross-contamination of soil (DDHTR Contractor, A&M Contractor to monitor).

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23) Place any remaining HHW on a sheet of plastic near the property entrance (DDHTR Contractor).

24) Contact the DTSC contact person to place such items on the DTSC "milk run" list for DTSC's contractor to pick up at their convenience (User Agency or A&M Contractor if directed by the User Agency).

25) A&M Contractor TFL, together with the DDHTR Contractor's laborers, shall walk the debris footprint area to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. If applicable, ensure that trip hazards are identified with brightly covered spray paint, impalement hazards are capped or cut to grade, and that temporary fencing is installed around any fall hazards or holes. Any damage to the property, utilities, or other private property caused during debris removal shall be documented by the A&M Contractor (A&M Contractor and DDHTR Contractor).

26) The TFL shall contact both the A&M Contractor DS (or designee) and the User Agency OSC, or designee, with at least an hour or more of lead time before they can conduct the intermediate site walk to confirm that the site is sufficiently cleaned of debris and should be cleared for soil sampling. Then the DDHTR Contractor's crew can mobilize to the next assigned site on the PSC's runway.

27) Prior to forecasted storm events, install temporary BMPs on active properties near waterways, as directed by the User Agency's OSC and approved by the IMT and the CM. (DDHTR Contractor).

28) The DDHTR Contractor shall use only renewable diesel fuel with a minimum of ninety-five (95) percent renewable diesel for in-use off-road diesel-fueled vehicles and equipment subject to 13 CA Code of Regs § 2449. This requirement:

   a) Applies to work that the DDHTR Contractor (including subcontractors) perform.

   b) Applies to heavy equipment, including but not limited to excavators, skid steers, cranes, specialized heavy-duty tree felling equipment, chippers, grinders, and other off-road diesel-fueled equipment.

   c) Applies to debris and woody materials on-road transport vehicles.

   d) Does not apply to vehicles registered to operate on public roads when those vehicles are used solely to deliver materials, supplies, or fuels to the job sites. Renewable diesel is a biomass-based diesel fuel that meets the ASTM D975 specification for diesel fuel.

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e) DDHTR Contractor shall provide, at a minimum, regularly scheduled reports documenting the satisfaction of this requirement. The DDHTR Contractor shall submit a final report providing cumulative data and reporting requirements prior to User Agency's Final Payment. DDHTR Contractor shall submit reports at regular intervals throughout the term of the Agreement based on the User Agency's Contract Manager's direction. The User Agency may choose to use the A&M Contractor to keep track of the renewable diesel fuel usage.

E. Confirmation Sampling (A&M Contractor):

1) Sample and analyze soil, as described in the User Agency Soil Sampling Plan (A&M Contractor).

2) Compare soil results to cleanup goals developed by the A&M Contractor (A&M Contractor and the User Agency's OSC or designee).

3) If results exceed cleanup goals, another layer of soil will be removed from the specific area that exceeded these goals, as directed by the User Agency's OSC or designee, for disposal (DDHTR Contractor) and the site re-sampled (A&M Contractor).

4) If applicable, other means and methods may be utilized to meet soil cleanup goals such as soil borings or X-ray fluorescence (XRF) analysis (A&M Contractor at the direction of the User Agency's OSC or designee).

F. Implement Erosion Control (DDHTR Contractor. A&M Contractor – monitors and documents).

1) If results are less than or equal to cleanup goals and are approved by the User Agency or designee, the DDHTR Contractor shall prepare the site for final erosion control (DDHTR Contractor) and certification (A&M Contractor).

2) Place required storm water best management practices to control sediment runoff from each remediated property, as identified in the EPP and Section 8.1 Erosion Control Methods, or as otherwise directed by the User Agency's OSC or designee. Typically, erosion control is placed on the downstream side of structure footprints where debris was removed, including the placement of wattles or compost socks and hydromulch (no seeds) (DDHTR Contractor).

G. Hazard Tree Felling

1) Review the hazard tree assessment prepared for each property with the A&M Contractor's Arborist and/or TFL to determine if prepared prior to commencing with the debris removal work. The hazard tree felling crew supervisor will decide how the tree felling will be accomplished and inform the

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TFL prior to commencing work. No hazard trees will be felled in structural ash and debris. If it is, the tree and all its cuttings and grindings shall be considered ash and debris and disposed of as such (DDHTR Contractor and A&M Contractor).

2) Submit permits required by forest practice rules for felling and transporting trees to end use facilities (DDHTR Contractor's LTO with support of the A&M Contractor's RPF).

3) Assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, Forest Practice Rules, and stormwater (A&M Contractor).

4) Fell hazard trees as identified and marked by the A&M Contractor's Arborist, stumps will be flush cut (within 6-inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre-approved/directed by the IMT (DDHTR Contractor).

5) Perform monitoring, oversight, and documentation of the felling and removal of every Hazard Tree removed. Open a ticket for each arborist marked hazard tree felled (A&M Contractor).

6) Document with the IMT approved GIS (ESRI) – or compatible data collection software, all hazard trees removed, to include the following items (A&M Contractor):

   a) Photograph after removal showing the identification number on the remaining stump.

   b) Date of removal.

   c) GPS coordinates of each tree felled.

7) Once the marked trees are felled, limbs and tops are processed as necessary and cleared off of each property; the TFL shall document and mark the tree stumps with their original markings (prior to cutting) and take a photo and GPS the stump location. This information shall be logged into the A&M Contractor database, undergo a thorough quality control check, and be accessible by the IMT by the next day (A&M Contractor).

H. Hazard Tree Removal.

1) Felled hazard trees and other vegetative debris will be collected and removed from the site within one (1) week (seven (7) days) of felling or as directed by the User Agency's Operations Lead (OSC or Debris Group Supervisor, as applicable). Trees may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to wood

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material end use facilities at the discretion of the DDHTR Contractor. A small amount of chips may be left on site for erosion control purposes as defined in the EPP and these Special Provisions. In some instances, at the discretion of the User Agency's OSC and State environmental lead, vegetative debris may be "lopped and scattered" if the process of removal may cause environmental harm. Such activities must meet the forest practice rules and the permit(s) requirements. (DDHTR Contractor).

I. Documentation Tracking and Consolidation (A&M Contractor).

1) Document all activities on each site, such as property owner interaction, daily truckloads, etc.

2) Track and log each truck used and the total quantities and types of materials transported to landfill or end use facility.

3) Record truck's identification numbers and type of material removed by each truck from each property.

4) Collect and organize DDHTR documentation through a web-based database.

5) Prepare site-specific final reports and database (at CM's direction) for delivery to User Agency. These reports shall be finalized within three (3) months after the final property sign-off (FSO) report has been signed by the User Agency's OSC or designee.

3.2 Incident Action Planning

During the course of this operation, the PSC will publish the Incident Action Plan (IAP) once every operational period. The length of the operational period will vary depending on the incident and can vary throughout the operation. The IAP will contain the incident objectives, specific personnel assigned to the various roles in the operation, work assignments, safety information, and contact information.

The Incident Action Plan will be developed pursuant to the Action Planning Process, which is summarized below:

A. Objectives Meeting: The IMT will review progress over the prior operational period, anticipated resource availability, limiting factors, and strategic goals to set objectives for the operational period. This meeting may be held informally or as part of other IMT meetings.

B. Tactics Meeting: The OSC and PSC will lead a Tactics Meeting with all Contractors (both A&M Contractor and DDHTR Contractor) to establish resource orders and work assignments necessary to meet incident objectives.

C. Planning Meeting: The OSC and PSC will present the Incident Action Plan to the IMT and stakeholders for comment, review, and approval.

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4. PRELIMINARY OPERATIONS

4.1 Permits

All on-site debris removal work will be performed between the hours of 7:00 a.m. to 6:00 p.m. PT, Monday through Saturday, or adjusted as specified by local noise ordinances. Debris removal crews may commence pre-work health and safety briefings at the beginning of a shift and post-shift meetings at the end of shift, outside of these allowed operational hours, which should not impact compliance with the noise ordinance.

Table 4 lists the requirements and permissions anticipated for the Operation.

Table 4. Summary of Permit Requirements

Requirement/ Permission	Entity Responsible for Obtaining	Comments
Property owner Site Access/ Authorization for ROE and Access only ROEs	Counties	Owners require executed forms before work can begin on their property.
Property owner Access only Agreement	Counties	Executed forms from non-User Agency program property owners to provide access to properties that are part of the User Agency program.
California Environmental Quality Act (CEQA)	Exempt	Operations undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed because of a disaster are exempt from CEQA. Public Resources Code, sections 21080(b) (3), 21172; see also, 14 CCR 15269(a).
Section 1602 or 1610 Streambed Alteration, California Department of Fish and Wildlife (CDFW)	CDFW; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and/or A&M Contractor will consult with CDFW for removal of dangerously burned trees. Typically, the Operation does not include work in, or through, a streambed. If a stream crossing is necessary to access and remove burned debris, User Agency

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
		will **c**onsult with CDFW to determine whether work is consistent with the EPP or will need to submit a Lake or Streambed Alteration Program Notification of Emergency Work Permit to CDFW within fourteen (14) days of commencing with streambed crossing.
Federally Funded or on Federal Property Follow National Environmental Policy Act (NEPA)	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will Consult with FEMA or Federal lead agency regarding the debris removal operation and potential impacts on federally protected resources (i.e., waters of the US, etc.) endangered species, and historical and cultural artifacts, etc. to be addressed and incorporated in the EPP.
Federally Funded or on Federal Property -- Federal Section 7 Permit for Federally Endangered Species	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will consult with FEMA or Federal lead agency regarding the debris removal operation and potential impacts on federally endangered species or endangered species habitat as described in the EPP. Including the submission of final reports per the direction of the FEMA consultation with USFWS and/or NOAA Marine Fisheries Service. Maps will be produced using GPS at sub-meter accuracy.
Federally Funded or on Federal Property – Section 106 National Historic Preservation Act assessments	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will consult with FEMA, who will consult with the State Historic Preservation Office (SHPO) to determine if there are any archeological sites of interest/concern within the footprint of the debris removal operation. If so, determine how to mitigate, as addressed in the EPP. A&M will provide Archaeologists to perform assessment and monitoring and draft and submittal of final reports per the direction of the

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
		FEMA consultation with SHPO. Maps will be produced using GPS at sub-meter accuracy.
Federally Funded or on Federal Property ---- US Army Corps of Engineers (USACE) Non-Reporting Nationwide 33 Streambed crossing or Regional General Permit to address Clean Water Act (CWA) Section 404 Regional General Permit for Clean Water Act Section permit	User Agency or its A&M Contractor	User Agency PSC, OSC, and/or its A&M Contractor will consult with the USACE regarding the applicability of the Nationwide 33 permit for the emergency response/recovery activities affiliated with the operation or whether a Regional General Permit to address CWA Section 404 is required. Permit applications will be submitted per February 10, 2016, Updated Map and Drawing Standards, including the use of sub-meter accurate GPS readings for the Ordinary High Water Mark. As addressed in the EPP, a 401 Permit approval from the local Regional Water Quality Control Board (RWQCB) may be required.
401 Permit	CalEPA State Water Resources Control Board; User Agency or its A&M Contractor	User Agency's PSC, OSC, Environmental Unit Lead, and/or A&M Contractor will consult with the RWQCB and submit the information required for review and approval as addressed in the EPP.
Laydown and storage yards and other necessary operations supporting facilities will likely require National Pollutant Discharge Elimination System (NPDES) Stormwater permits	DDHTR Contractor for support facilities. Some support by the A&M Contractor	DDHTR Contractor will coordinate with the landowner, the City or County land use municipality, and the RWQCB to apply for and obtain NPDES permits as required and install and maintain necessary BMPs.
Road Use or Special Permits for accessing private properties from roads on Federal	DDHTR Contractor for access across roads on federal lands. EHP	Permits will require biological and historical preservation assessments and likely BMP protections to be installed, maintained, and ultimately removed.

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
lands (BLM, USFS, etc.)	support from the A&M Contractor. Plus, it may require additional assistance from state agencies and User Agency CM and /or OSC or designee.	
CalFire Forest Practice Rules Permits for Timber Harvest activities (1104.1b, 1039g, 1052).	DDHTR Contractor's LTO to prepare, sign, and implement permit(s) and their requirements. May obtain assistance from A&M Contractor's RPF.	Prior to felling any Hazard Trees, the DDHTR Contractor shall confer with the CalFire Regional Office and the RWQCB representatives to confirm necessary permits and/or confirm applicable exemptions, then submit obtain and implement required BMPs and AMMs, under A&M Contractor Forester's oversight and support.
County Encroachment Permit	DDHTR Contractor (May be waived)	Use of temporary trailers or storage units on County ROW will require the submittal of an application.
County Demolition Permit	User Agency (may be waived)	Counties to issue a blanket permit to demolish all structures destroyed by the fire under this program.
Air District Asbestos Demolition Permit/ Notification	User Agency (may be waived)	User Agency or its A&M Contractor will make appropriate notification to local Air Quality Management District (AQMD), California Air Resources Board (CARB), and/or Federal EPA for demolition of any remaining standing structures and chimneys that fall under the requirement, as necessary.
Site Hazardous Waste Transport	User Agency	User Agency will submit an emergency Department of Transportation (DOT) waiver to allow for the transport and consolation of hazardous materials at a predefined staging area within the immediate burn scar area.

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
Traffic Control (city, county roadways, and state highways	DDHTR Contractor	User Agency DDHTR Contractors apply for and obtain all road and highway permits in support of these operations and will supply necessary signage as required by the permitting agency(ies).
Hazardous Waste Disposal	User Agency	User Agency will contact the DTSC if any household hazardous waste is found on properties. User Agency will direct DDHTR Contractors to place such materials at one location on each property and/or in an environmentally protective, safe, and secure storage area (as appropriate) and arrange for the DTSC to make special collection trips, "milk runs," to collect and appropriately transport and dispose of such materials.
Temporary Heliport Authorization	CalTrans	For temporary take-off and landing facilities related to debris or tree removal via helicopter.

4.2 Background Soil Assessment (User Agency/ A&M Contractor)

User Agency and its A&M Contractor will identify regions with potentially differing soil types within the footprint of the Incident. The A&M Contractor shall also review geologic maps and look for signs of anthropogenic disruptions such as mining operations, disposal sites, contamination from previous disasters, other such activities that could have an impact on the background soils sampling locations as well as on the confirmation soil sampling that will take place after the debris has been removed from program properties. A&M Contractor, with approval from User Agency, shall determine if levels above clean-up goals are the result of the incident fire ash and debris or from pre-existing conditions.

Soil samples in the vicinity but not in the ash impacted area will be collected and analyzed to establish the natural or anthropogenic occurring metal concentrations around the Incident. A California-certified laboratory will analyze these samples for California Code of Regulations (CCR) Title 22 metals. Samples will be collected. These samples will also be analyzed for moisture content which the A&M Contractor will use to correct the concentration of the metals to determine dry metals concentrations from analytical results.

In addition, if directed by the User Agency's OSC, baseline assessment samples shall be taken at truck staging areas and equipment yards. These samples shall be analyzed for CCR, Title 22 metals, Total Recovered Petroleum Hydrocarbons (TRPH), benzene,

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toluene, ethylbenzene, and xylene (BTEX) analysis by a California-certified laboratory. Results from these samples will be used to establish a baseline, and additional samples will be collected upon demobilizing to ensure no residual material or hydrocarbon spill was left behind. The DDHTR Contractor will be responsible for removing contaminated soils contributed by its operation in these staging areas, as verified by the A&M Contractor following appropriate predetermined soil sampling and analysis protocols.

4.3 Air Monitoring (A&M Contractor)

Prior to the commencement of debris removal, User Agency and its A&M Contractor will prepare an operation air monitoring plan that will be reviewed and approved by the User Agency's IMT. This plan shall follow all local, regional, state, and federal requirements for the types of activities included in these Special Provisions. The background, community, and debris removal property air monitoring will include particulate matter (PM 2.5), airborne metals, and asbestos.

Once the Air monitoring Plan is approved, the A&M Contractor shall collect background air monitoring samples to establish baseline levels for air contaminants collected from the community and highly sensitive receptor areas as determined by the User Agency's IMT or designee and the A&M Contractor. The A&M Contractor will include conducting debris removal property air monitoring on typically one-third of the properties that are actively having debris removed on a daily basis.

Once debris removal commences, ongoing air monitoring in the community and at the selected debris removal property will be performed as outlined in the User Agency's OSC approved Air Monitoring Plan. Community and selected debris removal property air sampling shall take place during debris removal operational hours only.

Air monitoring results shall be reviewed and submitted to the User Agency's OSC and/or Designee and the State H&S Officer within one (1) day of receipt of results from the analytical laboratory (on a maximum of seven (7) day turnaround schedule). The A&M Contractor shall flag any exceedances to the IMT.

4.4 Water Source (DDHTR Contractor)

The DDHTR Contractor will be responsible for obtaining water use permits, complying with permit conditions, and monitoring water usage from water hydrants or other approved and permitted water sources (i.e., lake, river, stream, etc.), using a meter or other required and approved method of tracking water usage. The State will identify a water source before DDHTR Contractor work commences.

4.5 Underground Utilities (A&M Contractor and DDHTR Contractor)

Notify Underground Services Alert (USA) at least forty-eight (48) hours prior to ground disturbing activities such as installation of the property address signs (A&M Contractor) and (DDHTR Contractor). Check for underground utilities by using an independent

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private utility locator service for private ROWs, if necessary (A&M Contractor and/or DDHTR Contractor).

4.6 Identify equipment and material staging area (DDHTR Contractor)

Each contractor will provide the location of their equipment/office staging areas and any additional temporary facilities that support debris and hazard tree removal operations. Depending on the burn area and complexities of remote operations, the DDHTR Contractor may determine those temporary facilities, such as Temporary Debris Management Sites (TDMSs), storage facilities, laydown areas, vehicle adjudication facilities, equipment maintenance yards, and housing base camps, may be required to efficiently meet operational goals.

The Environmental Protection Plan (EPP) waiver coverage shall not likely apply to debris removal operations activities, such as those mentioned above, for which local agency permits may be required. The local agencies for each county will likely require the need to obtain:

A. An Industrial General Permit from the Regional Water Board and develop a Storm Water Pollution Prevention Plan (SWPPP) and all applicable specific rules in the EPP.

B. May require a land use permit, depending on the property zoning and local agency requirements.

C. In some circumstances, soil sampling may need to occur before and after site usage.

D. If the Operation is either federally funded or the temporary facilities are intended to be located on federal land, the Contractors shall work with the User Agency to consider these facilities for compliance under the National Environmental Policy Act (this process could take two weeks to ninety (90) days).

    1) In this case, the Contractor(s) shall produce a site-specific plan to the User Agency's Environmental Lead, including:

        a) Address/Location.

        b) Aerial map showing the active use boundaries.

        c) Uses a description of the site.

        d) A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.

        e) Contractor(s) shill have a USFWS qualified biologist perform a desktop review and field evaluation of the work site for Section 7 of the Endangered Species Act.

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i. Provide CNDDB and ECOS Critical Habitat review.

ii. Provide documentation of a field visit with photographs and notes.

f) Contractor(s) shall have an SOI qualified archaeologist perform a desktop review and field evaluation of the work site for Section 106 of the National Historic Preservation Act.

i. Provide CHRIS review (keep confidential and forward to FEMA EHP).

g) If applicable, contractors will apply for Section 404 of the Clean Water Act permit, and provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains.

h) Contractors will document that the site is not on the Hazardous Waste and Substances sites from DTSC's "Cortese list."

2) Contractor(s) shall be prepared to allow Local, State, Federal, or Tribal representatives to conduct environmental evaluations or follow up inspections.

E. Consultation with ALL affected California Native Tribes, if any.

F. Permits will be collected for Public Assistance and Environmental and Historic Preservation Records (send them to the Environmental Lead).

4.7 Temporary Debris Management Sites (DDHTR Contractor)

Temporary Debris Management Sites (TDMSs) generally consist of a temporary ash and debris stockpile, a protective berm, and operational areas allowing for trucking access. The site shall be enrolled for coverage under State Water Resources Control Board Order WQ 2020-0004-DWQ (https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2020/wqo2020_0004_dwq.pdf), General Waste Discharge Requirements For Disaster-Related Wastes (General Order). A&M Contractor shall provide monitoring of Operations at TDMS, including community air monitoring services.

DDWTR Contractor shall note that the following conditions shall be enforced for the operation of the TDMS. The conditions are mandatory for its continued use. Violations of the conditions will be reported to the User Agency. If the IMT determines there is a violation, the DDHTR Contractor will be informed of such violations. A violation will incur a minimum delay in operations for twenty-four (24) hours. No inbound or outbound ash and debris transports can be processed during that time. Individual property ash and debris removal operations can continue but without the use of the TDMS. If a violation is not resolved within twenty-four (24) hours of notification from the Contract Manager, the closure plan will be triggered.

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Health & Safety: The ash and debris stockpile area will be defined as an exclusion zone. DDHTR Contractor shall follow all exclusion zone procedures for the ash and debris stockpile area.

Operating Limit: The User Agency will define the maximum operating limit for each TDMS. A variance of ten (10) percent from the operating limit will be permitted. Any exceedance of the ten (10) percent variance will trigger a delay in operations for three (3) working days in which no inbound materials will be accepted. Temporary scales are used to determine the weight of inbound and outbound trucks. Materials can be removed outbound if it complies with the Dispatch of Trucks requirements.

The Operating limit will be calculated based on the quantity delivered to the end use facility. When they arrive at the approved end-use facility, pre-loaded truck quantities are subtracted from the pile quantity.

Site Operations Exclusion Zone: Includes all areas within the perimeter berm, not including the truck dumping and transfer truck loading zones. Staked red tape will designate the hot zone and shall be maintained. Level C Personal Protective Equipment (PPE) requirements shall be enforced within the exclusion zone.

Loading Zone: Includes the length of the longest anticipated transfer truck and trailer anticipated to be used by the DDHTR Contractor. A yellow caution taped off area of fifteen (15) feet wide by sixty-five (65) feet long section will be staked and maintained to designate the loading zone. This area will be identified as the warm zone. No materials will be dumped on the ground in the warm zone. Transfer trucks will be backed into and loaded within the loading zone. Materials spilled in this zone will be cleaned up prior to the transfer truck leaving the area and the next loaded truck being allowed to enter. This area will be inspected and cleaned once each transfer truck is loaded and at the end of the daily operations. If the underlying material is contaminated, it will be removed and replaced. The loading zone is located furthest away from all residents, the general public, or workers not affiliated with the TDMS.

Decontamination Zone: Includes an area for workers to put on and take off PPE as required in the Hot Zone. Decontaminate equipment and PPE items as needed in the work process.

Dispatch of Trucks: All trucks inbound and outbound shall be issued and carry truckload tickets. Loads inbound are received and dumped at the external edge of the hot zone. Loaders will transport the ash and debris to the excavator's debris pile and load the outbound transfer trucks. Outbound transfer trucks will only be loaded in the designated loading zone. As described above, the loading zone shall be specified and identified within the perimeter berm. Outbound trucks will receive their scale and load tickets to bring with them to the designated landfill expected to arrive on that same day. Outbound trucks can also be sent to the designated and approved pre-load site for delivery the following day. Trucks will be issued load tickets the next day if there is no pre-load site and are not expected to arrive before the landfill closes.

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Minimum staffing: DDHTR Contractor shall make a minimum of two (2) personnel available to operate the TDMS. A loading operator and dust control laborer is required for loading. Two laborers can work together to complete tasks. If two personnel are not on-site, the TDMS will be considered inactive. A plastic cover shall cover the pile of material while the site is inactive, during non-work hours (overnight), and all days when work is not occurring. No unloading or loading of materials can take place while the TDMS is inactive.

The staff operates the equipment at the facility, which shall include the excavator used for loading, loader for managing the consolidating materials, and a water truck and water buffalo for dust control. Staff will also assist with backing up trucks for loading and unloading.

Transfer Trucks: Outbound transfer trucks must follow the truck loading requirements as described in this document. All trucks loaded with ash and debris shall be lined with plastic sheeting and "burrito wrapped" with the plastic as described herein:

A. All Ash and debris and contaminated soil loads must be well wetted and placed in six (6) to ten (10) mil plastic lined trucks and burrito wrapped to minimize any discharges on the roadways to the disposal site.

B. All loads shall be covered with a non-permeable tarp not less than fourteen (14) mil in thickness; this includes metal debris, contaminated soil, and concrete. Ash and debris loads will be placed in a plastic liner before being covered with a tarp. Tarps shall be secured with no less than six (6) anchors around the perimeter of the truck. Tarps shall be free of tears greater than six (6) inches and cover the entire load. No auto tarps will be allowed for this purpose.

This will ensure that materials and dust do not escape out of the truck. The User Agency will consider relaxing this requirement if DDHTR Contractor can demonstrate that the trucks are sealed and no leakage can occur.

Dust Control: Dust control shall be maintained during all hours of operation. This includes when inbound trucks are dumping their loads, outbound transfer trucks are being loaded, and all times in between.

Storm Water Protection Weather events: A weather event shall be classified as a prediction of rain of 0.25 inches for the general area within twenty-four (24) hours by the National Weather Service. The continuous exterior perimeter berm shall be maintained during weather events, and no breaches of the berm will be allowed. Water that accumulates within the berm will be kept within the berm and allowed to evaporate. Any water removed from within the berm shall be considered contaminated. The User Agency and the appropriate Regional Water Quality Control Board shall be notified prior to the removal of this contaminated water from within the berms. If DDHTR Contractor deems it necessary to remove this contaminated water from within the bermed area, it will require sampling, analysis, and storage while awaiting the results of the lab

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analyses. If deemed necessary, the water may also require treatment as indicated by the lab analysis and the A&M Contractor.

Perimeter Berm: Shall be comprised of clean fill materials. The berm height shall be a minimum of three feet tall when measured from the surrounding existing grade. A plastic liner shall be incorporated into the berm as well as under the entire bermed area to prevent leakage. Water shall not be allowed to leak from the perimeter berm. The perimeter berm shall also be treated for dust control. One access point shall be allowed through the perimeter berm, for inbound loads to dump and for the loading zone. The access shall be a maximum width of twenty (20) feet. The access point in the perimeter berm shall be filled in with a three (3) foot tall berm to fully enclose the transfer operations when there is a forecast weather event. Rumble strips will be placed across the entire entrance and exit of the transfer station area to knock off dirt and mud that may have accumulated from trucks as they leave the transfer station. This area shall be inspected and cleaned as necessary at the end of each operational day.

The TDMS shall be maintained as necessary. This includes sweeping asphalt surfaces outside of the perimeter berm daily to limit track-out from debris hauling trucks.

Air Monitoring: Air monitoring shall be conducted, by the A&M Contractors air monitoring crew, during normal work hours. Air sampling stations will be placed upwind and downwind of the operations, on the perimeter of the transfer station, and between the TDMS and the general public. Laboratory analysis of the air monitoring samples will be completed. Results will be reviewed by the A&M Contractor and shared with the User Agency for possible refinement of the dust control plan.

Closure Plan: The closure plan is the plan of ending operations of the TDMS. This will include removing all waste materials brought from the site, decontaminating equipment and materials used, and removing materials to create the TDMS to include the perimeter berm, sacrificial layer, and underlying plastic sheeting. Cleanup of existing asphalt and surrounding surfaces shall also be completed. This may include removal of areas determined to be contaminated by way of soils sampling and testing from soils underlying the exclusion zone operating area by the A&M Contractor. The DDHTR Contractor will fully complete the site closure plan and demobilize within twenty-one (21) days of the notice from the User Agency.

4.8 Identify material disposal and recycling options (DDHTR Contractor)

The DDHTR Contractor is responsible for identifying all material disposal and reuse/recycling facilities to be used during DDHTR operations. These facilities shall have all appropriate operating permits and be pre-approved by the User Agency.

4.9 Identify immediate erosion control needs (DDHTR Contractor)

The State Watershed Task Force typically works to identify the Values at Risk for life safety and address these concerns prior to debris removal. If the DDHTR Contractor

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identifies areas that need measures to protect waterways from contamination, they shall take immediate action to mitigate these concerns.

4.10 Perform Vehicle Identification Number (VIN) verifications (State or Local law enforcement or approved local agency staff)

Vehicles (e.g., automobiles, trailers) that are required to be registered with the Department of Motor Vehicles (DMV) and that have been destroyed by the fire must be adjudicated by the state highway patrol and/or local law enforcement or designated employee of an authorized public agency. While this process is preferred to occur onsite, burned vehicles may also be adjudicated at an offsite facility if approved by the Incident Management Team.

Burned vehicles shall be considered burned hulks per DMV regulations and may be drained of fluids onsite or at an approved metal recycling facility. Vehicles and burned hulks shall be bundled with a net/cover to prevent items from falling from the vehicles during transport (DDHTR Contractor).

If it is not possible for the VIN verifications to occur on each property, the DDHTR Contractor shall provide one or more locations at which State or local government can safely perform the VIN verifications. The State or local government will inspect each vehicle and fill out the appropriate paperwork prior to vehicles being disposed of by the DDHTR Contractor. If directed by User Agency to establish a vehicle adjudication facility, the DDHTR contractor shall provide all necessary equipment and personnel necessary to operate the facility for the duration of the contract, including but not limited to the following:

A. Sufficient physical space

    1) Estimated to be two (2) to five (5) acres

B. Federal, State, and Local permits and fees, cost of compliance

C. Required notifications and consultations

D. Heavy equipment, for example, forklift, dust control

E. Temporary facilities, for example: shipping containers, shade shelters, portable restrooms

F. Labor

G. Overhead, for example: insurance, mobilization, demobilization

Vehicles that the IMT directs the DDHTR Contractor to remove from a public right of way, to be adjudicated and/or recycled elsewhere, shall be removed and transported in such a way as to avoid crushing the vehicle allowing for vehicle owners to access these vehicles after relocation.

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4.11 Roadway Assessment and Documentation (A&M Contractor)

Video record pre-operational conditions of all County, City/Town, and private roadways on which program participating ROE properties reside, roadways necessary to access these ROEs, and roadways required to access the end use facilities. The A&M Contractor will also take field notes during the road evaluations. These shall be compared to post-operational evaluation for potential local agency reimbursement by state or federal funding agencies. Completed videos should be available at IMT request within forty-eight (48) hours of beginning recording either via electronic or hard drive access.

A&M Contractor shall also verify that any roads that are required to be used for hauling debris are private or not. The A&M Contractor shall investigate and then advise the CM and the IMT whether permission to use the private road(s) is/are required and how to obtain that permission. At the same time, the A&M Contractor shall inform the DDHTR Contractor(s) of a) the "Contractors Responsibility" clause and b) their responsibility to take reasonable precautions to maintain the integrity of the private road during the operation.

If directed to do so by the User Agency, the A&M Contractor shall prepare engineering reports documenting certain roads' pre-work and/or post-work conditions. Such reports shall be prepared to accepted industry standards and be sufficient to determine what damage or degradation to the road is attributable to debris removal operations and what was pre-existing. The reports shall also determine whether damage or degradation is due in whole or in part to poor design or construction, poor road maintenance, or the DDHTR Contractor's negligent actions. As appropriate, reports should include photographs of pre-work and post-work conditions and engineering drawings. The A&M Contractor should charge the Civil Engineer position identified in Exhibit B.1 – Rate Sheet, to prepare these plans, which are subject to approval by the User Agency.

4.12 Environmental Assessment (State's Environmental Task Force, User Agency, or other state agency)

User Agency and other State Agencies will develop an EPP (similar to the EPP sample (https://www2.calrecycle.ca.gov/Contracts/DownloadDocument/887)) to summarize the key areas and types of environmental and historical resources present in the vicinity of the Operations. The EPP will summarize the compliance procedures necessary for the DDHTR Contractor and A&M Contractor to be aware of when conducting each function as part of the overall Operation. All BMPs and AMMs, regardless of their timing before or after contract execution, will be implemented by the DDHTR Contractor.

5. SITE ASSESSMENT

User Agency's A&M Contractor will assess and document information prior to debris removal as described below.

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5.1 Address Signs

The A&M Contractor shall complete underground service alert (USA) assessments at the entrance to each property for which an ROE has been obtained and prior to or as part of conducting the initial site assessment for such property. Once cleared, the A&M Contractor shall install one reflective aluminum address sign that will be required to be installed per parcel. The sign dimension should be four (4) to six (6) inches in width and eighteen (18) to twenty-four (24) inches in height. The edges shall be round and free of sharp edges. The background shall be a reflective green and all text shall be reflective white. Each sign shall be mounted on a six (6) foot pre-drill, u-channel steel post. The numbering for the address shall be at three (3) to four (4) inches in height.

Address sign example (not to scale):



5.2 Identify Septic Tanks (A&M Contractors and DDHTR Contractors)

A&M Contractors shall identify, mark, and document septic tank and leach field locations, if possible, from the ROEs, from the County Environmental Health, contact with the homeowner, or via site assessments or other means. DDHTR Contractors shall confirm and be responsible for protecting both items on all properties on which they operate.

5.3 Operational Soft Starts

The User Agency may direct that the A&M Contractor and/or DDHTR Contractor conduct a “soft start” of any or all of the operations described in these Special Provisions (for example, Site Assessment, Asbestos Assessment, Structural Debris Removal, Confirmation Soil Sampling, Rescraping, Erosion Control BMP placement). A “soft start” is defined as a single day of the operation for the purpose of evaluating each contractor’s proposed methodologies and determining whether the methodologies are sufficient to commence full operations.

One purpose of a soft start is to evaluate the sufficiency of the A&M Contractor’s documentation processes. To assist the User Agency in determining the sufficiency of these processes, the A&M Contractor shall provide a presentation to the User Agency

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on a working day following a soft start, reviewing the operational protocols and processes and the resulting data.

The User Agency will determine whether the protocols, processes, and resulting data are sufficient for further assessments or operations. If the User Agency determines the results are insufficient, User Agency shall provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the User Agency determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the User Agency the day following the work. The User Agency may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

The DDHTR Contractor's soft starts would similarly be conducted in one (1) day for each type of soft start activity for the purpose of determining if the methodologies utilized are an effective and efficient means for completing the contracted operational tasks.

The User Agency may direct that soft starts for multiple phases of the operation (for example, site assessments and asbestos assessments) are conducted on the same day or may conduct soft starts over several days. Due to the preliminary nature of soft starts, the A&M Contractor and DDHTR Contractor should expect soft start days to be less operationally efficient than normal working days. The A&M Contractor and DDHTR Contractor should be prepared to mobilize and demobilize resources for soft starts and expect that resources may not be immediately employed in further operations depending on the results of the soft start.

Additional specifications for hazard tree assessment hazard tree removal soft starts are provided under Section 8.0, Hazard Tree Removal Operations.

5.4 Identify Water Wells (A&M Contractors and DDHTR Contractors)

A&M Contractors shall identify, mark and document water well and water pump locations, if possible, from the ROEs, from the County Environmental Health, contact with the homeowner, or via the site assessments or other means. DDHTR Contractors shall confirm and be responsible for protecting these items on all properties on which they operate.

5.5 Property Site Assessment (A&M Contractors)

Property site assessments will include, but not be limited to: approximate property lines (utilizing software such as LandGlide or similar program for handheld devices), sketching the foundation and hardscape footprints and debris field footprints, septic tank, and leach field locations (if applicable), sanitary sewer laterals, water lines, water wells, electrical lines, fuel tanks (i.e., fuel oil, kerosene, etc.), dead and dying trees in

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and around the debris field footprint (that could be a danger to the debris removal crew) possible environmental concerns (surface waterways, creeks, streambeds, or other pre-determined habitats of concern) and identifying property-specific hazards on a field data form. Oversized debris (i.e., burned cars, large appliances, water heaters, etc.), potentially hazardous materials (i.e., large propane tanks – greater than thirty (30) gallons, chemical containers, ammunition cases, etc.), and potentially hazardous conditions (unstable walls, exposed electrical lines, wells, cisterns, damaged trees, steep slopes, post tension concrete slabs, etc.) and access issues due to terrain, weather, or bridge crossings will be noted and mapped on the form. Photographs will be taken from each angle of the property and additional photographs should be taken to document hazards or other existing conditions, including non-burned items. Each property debris field shall have a unique number and be labeled on the assessment map.

A&M Contractor shall determine the owner (property owner or vendor) of large propane tanks (greater than thirty (30) gallons) that are partially damaged or undamaged that need to be removed or are or may be in the way of the Debris or Hazard Tree Removal Contractor's operations. The A&M Contractor shall contact the tank owner and ask them to have the tank removed (ideally) prior to the DDHTR Contractor commencing operations on the property.

If non-residential (i.e., commercial, industrial, public parks, or other public facilities) properties are added to the Operation, the A&M Contractor shall provide Waste Profiling sample and analyses services, including the following for each such property:

A. Evaluate the property based on zoning, what kind of use it had prior to the fire, and aerial photos, to determine if it is likely to have stored hazardous materials.

B. If the presence of hazardous materials is clearly a concern or unknown, conduct an Environmental Assessment by checking the property against Envirostor (DTSC website) to determine if it is known to be a contaminated site.

C. If the presence of hazardous materials is still unclear, A&M Contractor shall conduct an Environmental Site Assessment (ESA) prior to conducting an individual parcel site assessment by soliciting historical parcel data from Environmental Data Resources, Inc. (EDR).

D. If the results indicate the possibility that hazardous materials were used and/or stored on the property, Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. The analysis shall include:

    1) CAM 17 Metals

    2) Mercury

    3) DRO/MRO (diesel and motor oil range organics)

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4) GRO (gasoline range organics)

5) BTEX/MTBE

6) SVOCs

7) PCBs

8) Pesticides

9) Herbicides

10) Dioxins (as necessary)

11) TCLP/WET (as necessary)

5.6 Structural Engineering Assessment

If directed to do so by the User Agency, the A&M Contractor shall use Civil Engineers to perform structural engineering assessments of buildings impacted by the disaster, which may include damage from wildland fires, floods, earthquakes, or other hazards. These assessments shall determine and certify whether the structures are unsafe and pose an immediate threat to lives or public health and safety, as defined by FEMA's Public Assistance Program and Policy Guide, Version 4. Generally, these assessments are expected to be conducted following a Safety Assessment performed by the local building department. The User Agency or other relevant authority, such as a local building department, may provide specific criteria and instructions for the performance of these assessments, which shall be implemented by the A&M Contractor. User Agency may also direct the A&M Contractor to prepare a proposed technical assessment methodology based on established practices and site-specific conditions for review and approval by the User Agency.

The findings and conclusions of each assessment shall be documented in a Structural Engineering Assessment Report, which shall identify the A&M Contractor Civil Engineer(s) who performed the assessment. The structural engineering assessments shall also determine whether repairs or demolition is the more cost-effective option for each assessed structure and provide a recommendation on the subject on the User Agency. The final decision of whether a structure shall be demolished will be made by the User Agency. If the User Agency determined demolition is required, the A&M Contractor's Civil Engineers shall coordinate with DDHTR Contractor personnel to develop demolition work plans and oversee demolition operations.

5.7 Asbestos Assessment and Removal

To be protective of the workforce, public health, and surrounding community, User Agency has elected to perform an asbestos survey with laboratory analysis of samples collected on each site to evaluate each property for the presence of ACM for the need

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for removal. Additional scrutiny is placed on homes constructed before 1985 and debris sites with cement siding or vermiculite insulation.

Asbestos sampling will be conducted for suspected ACM materials which will include concrete samples. The goal of this survey is to reduce sending false positive ACM to the landfill and provide additional quality assurance and control that other bulk ACM was not missed in the initial surveys. The samples will be analyzed by polarized light microscopy or transmission electron microscopy using the methods described in the U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials EPA/600/R-93/116.

Full National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos surveys will be performed on partially burned structures and chimneys as long as they are structurally safe. A Certified Asbestos A&M Contractor (CAC) or licensed structural or civil engineer will determine if the partially burned structure is safe to perform asbestos removal on. Should the structure be deemed unsafe, the DDHTR Contractor will use wet methods and heavy equipment to eliminate the risks. Once the structure or chimney is safely on the ground, a NESHAP asbestos survey will commence. The samples will be analyzed by polarized light microscopy or transmission electron microscopy using the methods described in the U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials EPA/600/R-93/116.

5.8 California Wildfire Asbestos Survey Standard Operating Procedure

To reduce the exposure risk from bulk asbestos to the debris removal workers; incident management personnel; nearby residents and neighbors in the community; and others handling, transporting, and disposing of the debris, the IMT, and its A&M Contractors during the past five years of debris response have developed a standard operating procedure (SOP) for fire-related asbestos issues. This SOP, known as the “California Wildfire Asbestos Survey” (Attachment A), is more stringent than the current federal NESHAP requirements and was developed by ACs, Certified Site Surveillance Technicians (CSSTs), and Certified Industrial Hygienists (CIHs) with thousands of hours of field response. The California Wildfire Asbestos Survey presents procedures to identify, remove, and properly dispose of bulk asbestos from residential structures damaged by a wildfire.

The “Asbestos Site Assessments Standard Operating Procedure (SOP) - California Wildfire Asbestos Survey” will be followed during a coordinated structural debris assessment removal conducted by User Agency and its A&M Contractors. This SOP will be used, by the A&M Contractor, to establish minimum procedures to verify that the precision, accuracy, completeness, comparability, and representativeness of all data collected throughout the project duration is acceptable; and to ensure that all information and decisions are technically sound and properly documented to identify and remove bulk ACM.

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5.9 Radiological Site Survey (A&M Contractor)

While it is unlikely that radiological debris will be found, based on past debris removals, radiological surveys are necessary to prevent exposure. User Agency's A&M Contractor shall, as part of conducting the initial site assessment, perform a radiological survey around all destroyed structures and structural ash and debris fields on all approved ROE properties. Survey equipment should be designed for general radiological surveying, such as a Ludlum 2241 or equivalent.

The action level for this Operation is set at two times background. Should a level of 2x background be detected, the surveyor will isolate (i.e., cordon off) the area and notify the User Agency's OSC or Designee. The elevated reading(s) will be traced until the source is determined to be due to natural sources such as brick or geological formations. Should the reading not result from natural sources, the User Agency's OSC, or designee, will determine the location and rate and develop an action plan to secure the source as long as the reading does not exceed one milliroentgen per hour (1mR/hr) at one foot.

5.10 Mercury Site Survey (A&M Contractor)

While it is unlikely that mercury will be found in the debris, based on past debris removals, mercury surveys are necessary to prevent exposure. User Agency's A&M Contractor shall perform, as part of conducting the initial site assessment, a mercury survey around all destroyed structures and structural ash and debris fields on all approved ROE properties. Survey equipment should be designed for general mercury surveying, such as a Jerome 43-X Mercury Vapor Analyzer or equivalent.

The action level for this Operation is if the instrument detects any concentration of mercury. Should mercury be detected, the surveyor will isolate (i.e., cordon off) the area and notify the User Agency's OSC or Designee. The elevated reading(s) will be traced until the source is determined to be due to natural sources, on-site mine tailings, or another source. Should the reading not result from natural sources, the User Agency's OSC, or designee, will determine the location and rate and develop an action plan to secure the source. If the soil is tested and the concentration of mercury is five (5) mg/kg or greater, an outside agency such as the DTSC, USEPA, or the County Environmental Health may be contacted to assess and cleanup or otherwise deal with the area source.

5.11 Immediate Placement of BMP's

DDHTR Contractor shall place erosion control BMPs immediately around properties on which they are working, if rain is forecast that may stop work.

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6. DEBRIS REMOVAL OPERATIONS

6.1 Notifications

At a minimum, the following notices are required prior to the start of the Operation:

6.1.1 DDHTR Contractor

A. Underground Services Alert (USA) will be notified at least forty-eight (48) hours prior to debris removal.

B. Local utility providers (i.e., water, sewer, power) will be notified prior to removal of any damaged structure to ensure the utilities are secure and off.

C. Conduct an underground utility survey by a private contractor on private property if necessary.

6.1.2 A&M Contractor

A. The property owner will be notified twenty-four (24) to forty-eight (48) hours prior to any debris and/or hazard tree removal.

B. CARB Asbestos NESHAP Program, or local air district with delegated authority, will be notified of any demolition of a partially destroyed structure within one working day (as directed by User Agency). Notification form will be provided by the state or its A&M Contractor as directed.

6.2 Household Hazardous Waste Identification and Removal

Based on past experiences, additional household hazardous waste (HHW) may remain under the debris after DTSC/USEPA completes its Phase 1 hazard waste survey and removal. For smaller debris cleanup operations, the Local environmental health department, or their contractor, may complete this Phase 1 cleanup. Sometimes during Phase 1 HHW removal crew cannot remove all of the HHW since it may be partially buried. If the HHW removal crew discovers a questionable item, that crew will mark the item(s) as hazardous with bright orange spray paint to be checked by a qualified individual. If the qualified individual does not deem it a hazard (e.g., propane tank without a valve), then the item will be marked with bright green or white spray paint with the words “O.K.,” “MT,” an “X,” or two stripes indicating whether the item is to be removed as debris or recycled.

If the DDHTR Contractor identifies an item and deems it hazardous, the waste will be segregated by the removal team and either left on-site on a plastic sheet near the entrance of the property or taken to temporary on-site storage. DTSC, when contacted, will collect and transport the hazardous waste on one of their “milk runs” to an appropriate facility at no charge to the Operation.

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In an attempt to visually communicate hazards in the field, the guide shown below will be used to indicate if a hazard is or is not visually present. Each TFL will determine if any member has color perception issues.

Table 6. Hazardous Materials Marking Colors

Debris or Potential Hazard	Spray Paint Color
Household Hazardous Waste (HHW), Battery, Tank, Cylinder	Bright Orange
Possible ACM	Bright Pink
Material Safe for Normal Disposal	Bright Green or White

6.3 Asbestos-Containing Material Removal (DDHTR Contractor, Assessed and Documented by A&M Contractor)

The California Wildfire Asbestos Survey SOP will be followed during a coordinated structural debris removal conducted by the Asbestos Removal Contractor. This SOP will be followed by the Asbestos Removal Contractor throughout the project duration to ensure that all ACM, marked by the CAC and/or CSST, is properly removed from each property. At a minimum, the ACM removal Contractor will implement the following best management practices for removing ACM:

A. The A&M Contractor's CAC or (CSST will consult with a licensed ACM removal Contractor to identify the location and area of ACM to be removed (A&M Contractor).

B. The Contractor's registered ACM Removal Contractor will oversee and remove the ACM identified on-site by the A&M Contractor's CAC (ACM Removal Contractor).

C. All on-site personnel removing ACM must have received the necessary health and safety training for conducting asbestos removal activities pursuant to Occupational Health and Safety Administration (OSHA) 1910.100 and CCR Title 8, Section 5192, and will be required to wear Level C personal protective equipment (PPE) when working in the exclusion zone (ACM Removal Contractor).

D. All gross ACM that can be safely and easily removed from the site will be adequately wetted prior to being bagged to meet the NESHAP leak-tight requirement for removal. At a minimum, the plastic bags must be of at least 6-mil thickness, and the contents must remain wet (ACM Removal Contractor).

E. If bulk loading of ACM is utilized, the bin or container used for transport (e.g., end-dump trailer or roll-off box) will be tarped before transport. In addition, each load will be double-lined with ten (10) mil ply in such a way that once loaded both layers can be sealed up independently as required by the landfill (ACM Removal Contractor).

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F. All ACM must be sufficiently wetted forty-eight (48) to seventy-two (72) hours in advance of initiating the removal of the material. The water shall be applied in a manner so as not to generate significant runoff (ACM Removal Contractor).

G. ACM removed from the property must be manifested and transported for disposal by the asbestos removal contractor. An EPA Generator ID number will be assigned to this incident by the User Agency's OSC or the PSC (ACM Removal Contractor).

H. Prepare manifests and obtain User Agency's OSC or designee signature on the manifest when the ACM is ready to be transported to landfill permitted to accept ACM (A&M Contractor).

6.4 Appliance (White Goods) and Vehicle Recycling (DDHTR Contractor, Documented by A&M Contractor)

The DDHTR Contractor shall provide one or more locations at which State or local government can safely perform the vehicle (incl. automobiles, trucks, equipment, boats, trailers, recreational vehicles, motorcycles, all-terrain vehicles, etc.) VIN verifications and abatements. The State or local government will inspect each vehicle and fill out the appropriate paperwork prior to vehicles being disposed of by the DDHTR Contractor. These registration abatements will likely be conducted by the local law enforcement, the City/County, the California Highway Patrol, or another means, as determined by the User Agency's OSC and the IMT.

Materials that must be removed from appliances and vehicles (that are not completely burned) prior to crushing, baling, or shredding for recycling include, but are not limited to:

A. Used oils as defined in Article 13 of Chapter 6.5 of the Health and Safety Code (includes engine oil, lubricating fluids, compressor oils, and transmission oils)

B. Fuel

C. Chlorofluorocarbons, hydrofluorocarbons, and hydrochlorofluorocarbons used as refrigerants

D. Polychlorinated biphenyls known to be contained within motor capacitors and fluorescent light ballasts

E. Sodium azide canisters in unspent automobile airbags

F. Antifreeze in coolant systems

G. Mercury found in thermometers, thermostats, barometers, electrical switches, and batteries

H. Putrescent materials (i.e., decomposing food wastes, etc.)

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Records detailing removal and disposal operations involving all such materials will be recorded and manifested by the DTSC/USEPA or other agency responsible and/or permitted to manage their removal.

Appliances and vehicles that were completely consumed by the fire will likely not contain any of the above items. Appliances will be treated as metal debris and removed accordingly. Vehicles will be removed from the site and checked/processed for fluids before shipment to the recycling facility unless otherwise directed by the User Agency's OSC.

6.5 Storm Water Protection (DDHTR Contractor, Documented by A&M Contractor)

Best management practices (BMPs) will be employed to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. Potential sources of sediment from cleanup activities include vehicle and equipment tracking, exposed soil and slopes, export operations, disposal operations, and ash-filled topsoil stripping and stockpiling. Authorized non-storm water discharges anticipated for the Operation include water used to control dust, potable water, and uncontaminated excavation dewatering.

BMPs guidelines include, but are not limited to, the following:

A. Water to Control Dust: Dust control is of the utmost importance on this Operation. Adequate dust control is required on all parcels within the Operation scope until all burn ash and debris, concrete, and soil materials are removed. This includes parcels where the DDHTR Contractor is actively working and parcels awaiting remediation and gravel and dirt roads used to transport DDHTR Contractor debris truck traffic. The DDHTR Contractor is required to provide one (1) water buffalo (or equal) for every debris removal crew assigned to an operation.

   Dust control will be implemented when there is visible dust generated from the site using fire-grade nozzles, small diameter (3/4" to 1") fire or garden hose, or with a water truck depending on the area being serviced. Water to be used for dust suppression may only be from sources approved by the IMT. While the goal is to apply water spray for dust control to avoid surface runoff, dust control shall take precedence. In the event there is significant surface runoff, the DDHTR Contractor will control runoff with erosions control BMPs.

B. Good Site Management Housekeeping: Good site management measures include covering or berming loosely consolidated materials that are not actively being removed; storing any chemicals in watertight containers; controlling of off-site tracking of loose soils; preventing the disposal of rinse or wash waters into the storm drain system; ensuring containment of sanitation facilities; cleaning or replacing sanitation facilities by inspecting them regularly for leaks; and inspecting and keeping equipment in good working order to prevent leaks.

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C. Vehicle Washing or Decontamination: Wash vehicles in a manner as to prevent unauthorized non-storm water discharges from reaching storm drain systems.

D. Street Cleaning: Clean streets to collect tracked out sediment and operate street sweeping vehicles to prevent unauthorized non-storm water discharges from reaching storm drain systems. The DDHTR Contractor is to provide street sweeping on roadways throughout the Operation on which debris and other disposal materials are hauled and tracked off parcels within the operational area. The street sweepers are to be PM10 efficient street sweepers that are certified by the South Coast Air Quality Management District (SCAQMD) as meeting the testing and performance standards set forth in SCAQMD Rule 1186. The DDHTR Contractor is to provide the number of street sweepers as indicated in the User Agency Agreement.

E. Sediment Controls: Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water. Best management practices include the use of silt fencing, fiber rolls, and street sweeping to prevent sediment migration. All materials shall be certified weed free in an effort to control the spread of noxious weeds. Sufficient quantities of temporary sediment control materials will be maintained on-site throughout the duration of the Operation to allow implementation of temporary sediment controls in the event of significant rain.

F. Run-on and Run-off Controls: Run-on and run-off will be managed within the immediate vicinity of each property's debris footprint area and areas used for equipment and truck access.

G. Public Rights of Way: The DDHTR Contractor will be responsible for all storm water protection on public rights of way on which the DDHTR Contractor assigned debris removal properties.

6.6 Trackout Management (DDHTR Contractor, Documented by A&M Contractor)

The DDHTR Contractor will implement procedures to prevent or cleanup carryout and trackout of mud and soils as specified below. The use of blower devices or dry rotary brushes or brooms for removal of carryout and trackout materials from the heavy equipment on public roads is expressly prohibited. The removal of carryout and trackout from paved public roads does not exempt an owner/operator from obtaining state or local agency permits, which may be required for the cleanup of mud and dirt on paved public roads.

The DDHTR Contractor shall prevent carryout and trackout, or immediately remove carryout and trackout when it extends fifty (50) feet or more from the nearest unpaved surface exit point of a site and, at the minimum, remove all other visible carryout and trackout at the end of each workday.

Cleanup of carryout and trackout shall be accomplished by:

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A. Manually sweeping and picking up; or

B. Operating a rotary brush or broom accompanied or preceded by sufficient wetting; or

C. Operating a PM10-efficient street sweeper.

Waste from a street sweeper during this operation shall be disposed of as contaminated soils and transported directly to the landfill or covered in a waste hauler.

6.7 Traffic Control (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Traffic control is required for these Operations, and traffic control crews are required to provide traffic control throughout the Operation as required for safety and as approved by the IMT. The traffic control crews shall be trained in the principles of the California Department of Transportation (Caltrans) Revision 6 (Rev 6) of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) (https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev6/camutcd2014-rev6.pdf), prior to commencing their work. The number of traffic control crews expected to be provided by the DDHTR Contractor is indicated by the User Agency.

Traffic controls and warnings standard to the construction industry and as required by the State of California motor vehicle code will be implemented on an as-needed basis. Vehicles utilized for debris removal will be of legal weight according to the CalTrans State Standard Specifications (2020 Edition) (https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/construction-manual/cmsearchabledoc.pdf), Chapter 3, Section 702 “Public Convenience,” Chapter 3, Section 703 “Public Safety,” and Chapter 4, Section 12 ”Construction Area Traffic Control Devices.”

Traffic signs will be placed at both entrances to the community as needed. Traffic control will be updated as needed to adjust for changing conditions on-site and in the community. Updated traffic plans will be prepared by the DDHTR Contractor and reviewed by the appropriate County representatives and User Agency’s OSC, and communicated to all Operation personnel at each Safety Meeting.

All construction equipment working within the residential zones shall maintain a speed of fifteen (15) mph or less.

The User Agency or designee, together with the User Agency’s Safety Officer, will establish additional traffic controls as needed for safety reasons as well as to control site vehicle traffic during specific site activities such as equipment movement, press events, or visits by dignitaries.

To help the User Agency or designee and DDHTR Contractor ensure commercial trucking resulting from this operation are conducted safely and not unreasonably

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disruptive to normal highway operations and impacted communities, the California Department of Transportation has prepared Traffic Management Analyses for certain portions of the operating area. The User Agency will direct the DDHTR Contractor on how and when to implement recommendations from these analyses.

6.8 Crew Signs (DDHTR Contractor)

To allow emergency responders and/or the IMT to quickly ascertain the location of the workforce in the disaster zone where address signs and house numbers have been destroyed, the IMT will require all ROEs sites to have address signs. Additionally, each crew will also display a portable two-sided A-frame sign with the assigned crew number to allow for emergency responders and trucking resources to easily locate each crew, and so the IMT can visually track the crews from the road. If the site is located off a designed private or public road where the crew is not visible, the sign shall be placed at the entrance of the driveway. The address sign will be placed at the beginning of the driveway. If the driveway is shared by multiple crews, then all the crews' signs will be placed on one side of the common driveway out of the truck path.

The crew sign will be constructed of rust-free, heavy gauge, durable aluminum with reflective sheeting with black outline, lettering, and numbering. The sign will have rounded edges with two mounting holes and measure twenty-four (24) inches in length and thirty (30) inches in height. In general, the lettering and numbering will follow a typical CalTrans specification for Speed Limit signs. The sign will be posted each day on an all-weather portable, two-sided A-frame sign holder.

6.9 Pavement and Drainage Protections (DDHTR Contractor, A&M Contractor – Monitors and Documents)

The DDHTR Contractor, at all times, will protect the edge of pavement and drainage features to the extent feasibly possible. The DDHTR Contractor will also protect other crossing such as cattle guards and bridges.

6.10 Community Health and Safety (User Agency, DDHTR Contractor, A&M Contractor)

A Community Health and Safety Plan will be prepared by the User Agency Health and Safety Professional. All site activities will be conducted consistent with this community plan and with consideration to the surrounding community and all citizens affected by the Incident. A copy of the Community Health and Safety Plan will be provided to the DDHTR Contractor and A&M Contractor.

6.11 Health and Safety (User Agency, DDHTR Contractor, A&M Contractor)

The debris removal operations, including A&M Contractors and contractors, will, at all times, operate equipment and perform labor in a safe manner to ensure the safety of its employees and the public. The team will pay particular attention to operations around local roads and take the necessary precautions. Prior to the start of debris removal, the

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contractors should note the number of power lines crossing the site, dead and dying trees, chimneys, mines, hand-dug wells, and all underground utilities.

Appropriate eating areas will be designated, hand and eye washing, and mobile sanitary facilities will be provided for each Operation site.

The contractors shall also be aware of, include in the Contractor's Health and Safety Plan, and provide instruction and necessary PPE for other local or regional health issues health issues such as pandemics.

Personnel assigned to each Operational site shall have the necessary equipment to conduct their work safely as outlined by these Special Provisions and the IMT and in the respective Contractors' Health and Safety Plan. This equipment can include but is not limited to four-wheel-drive vehicles, two-way radios, cell phones, and tablets.

6.12 Rope Access Work (DDHTR Contractor and/or A&M Contractor).

Steep slopes may require the use of ropes and repel gear to assess and remove debris. If ropes are necessary for access, the DDHTR Contractor will submit a Rope Access Plan per CCR, Title 8, Section 3270.1, Use of Rope Access Equipment. The DDHTR Contractor or A&M Contractor shall establish, implement, and maintain a written Code of Safe Practices for rope access work. The written plan shall include, but not be limited to the following elements:

A. Methods of rope access and anchorage used by the employer

B. Employee selection criteria

C. Equipment selection and inspection criteria

D. Roles and responsibilities of rope access team members

E. Communication systems

F. Employee training program

G. Rescue and emergency protocol

H. Identification of any unique site hazards that may affect the safety of employees using rope access methods

I. Prevention of rolling debris

J. Structure and infrastructure protection

This work plan, equipment, training, supplies, protection devices, any other material deemed necessary by the User Agency and the User Agency's Health and Safety

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Professional to implement this plan will be covered under a change order provided that the services are in Exhibit A – Scope of Work of the MSA.

6.13 Site Personnel and Community Air Monitoring (DDHTR Contractor – Personnel Air Monitoring, A&M Contractor – Community and Personnel Air Monitoring)

Personnel air monitoring for DDHTR Contractor debris removal crews will include monitoring for asbestos, silica, and heavy metals (at minimum arsenic, cadmium, chromium, (chromium +6 and mercury will be limited to the first ten (10) days of the initial personnel breathing zone samples or as directed by the User Agency's OSC based on site history and geological observations), copper, lead, manganese, nickel, silver, and zinc) per OSHA requirements for hazardous waste operations. Samples are not required during soil re-scrapes or any other work after debris materials have been removed. At a minimum, the DDHTR Contractor shall monitor one crew out of every five crews, or one crew if under five crews, two crews if under ten (10), three (3) crews of under fifteen (15), etc. Crews shall be monitored on a rotational basis during the workweek. The personnel air monitoring results shall be submitted to the incident management team no later than seven (7) days of the sample event. A&M Contractor shall conduct personnel air monitoring per A&M Contractor's Health & Safety Plan.

The A&M Contractor will develop a User Agency's OSC approved Community Air Monitoring Plan and implement the plan. Work sites will also be monitored on a User Agency's OSC or designee, the pre-approved basis for asbestos, heavy metals, and dust for the duration of the Operation or until such time the User Agency's OSC or designee determines that air monitoring may cease. The locations of the air sampling stations will be approved by the User Agency's OSC.

6.14 Debris and Ash Removal (DDHTR Contractor, A&M Contractor – Monitors and Documents)

A. The DDHTR Contractor shall conduct Debris removal, on each property, in the following order:

1) **As directed by the User Agency's PSC, the DDHTR Contractor will knock chimneys down to the ground level for Health and Safety reasons.** This will assist the A&M Contractor's asbestos assessment CAC to safely assess chimneys and other portions of the debris for ACM. All chimneys taken down will be done with proper dust control.

2) Likewise, as directed by the PSC, the DDHTR Contractor will knock down hazard vertical walls that pose an imminent threat to the asbestos or debris removal crews.

3) If ACM is found by the CAC, the DDHTR Contractor's licensed ACM abatement contractor will remove Asbestos removal prior to debris removal operations being scheduled by the PSC.

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4) Once the DDHTR Contractor Crew has been directed in the IAP and is slated on the crew's property runway, the DDHTR Contractor will mobilize to the property to commence operations.

5) Once there or prior to mobilization, the DDHTR Contractor's Excavator Operator and Superintendent will walk completely around the property (360-degree Site Walk) with the Division Supervisor and the TFL to acknowledge what is on the property to be removed, confirming what the homeowner has asked to be saved, the locations of utilities, septic tanks, and leach fields (to be protected by the DDHTR Contractor), power poles, above-ground fuel, and propane tanks, dead and dying trees, the location where the operator plans on staging and loading-trucks, planned truck ingress and egress for the property, and other operational concerns can be addressed prior to commencing with any work.

6) Segregate and remove and load out all metals onto metals trucks.

7) Remove ash and commingled debris and load out onto debris trucks.

8) Remove previously placed stormwater BMPs, placed by others, and the structural debris sediment trapped by them, assuming they are in proximity to burned structural debris.

9) Remove fire-damaged concrete foundations, walkways, etc., within the former footprint from the site and load out onto concrete trucks. Refer also to Attachment B, "Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires."

10) Remove six (6) inches of residual ash impacted soil from the debris site for disposal, as necessary to remove fire-caused contamination, unless User Agency prescribes a specific depth within that range.

11) The DDHTR Contractor, when collecting and loading various types of materials from each property, shall not mix unlike materials together in a truck load and shall comply with the following:

    a) A Mixed Load is any load of fire debris that has an unreasonable amount of other types of debris mixed with the truck load content as it is ticketed.

    b) An unreasonable amount is defined by the type of equipment being used and the ability of that equipment to differentiate the materials.

    c) A load that is ticketed as "Concrete" should not have an unreasonable amount of metal, ash, debris, or contaminated soil mixed with the concrete.

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d) A load that is ticketed as “Contaminated Soil” should not have an unreasonable amount of metal debris, concrete in chunks greater than twelve (12) inch diameter, or an unreasonable amount of ash and debris.

e) A load that is ticketed as “Metal” should have little or no contaminated soil, concrete, ash, and other fire debris.

f) A load ticketed as “Ash and debris” should not have an unreasonable amount of metal, contaminated soil, or incidental pieces of concrete greater than twelve (12) inches in diameter.

g) The determination of the load classification on-site will be made by the State's monitoring A&M Contractor’ TFL, as directed by the User Agency’s OSC or the OSC’s designee. Any disagreement will be adjudicated by the OSC or the OSC’s designee.

h) Cap all sewer lines opened/damaged due to debris removal (DDHTR Contractor).

i) Cover all exposed septic tanks with plywood, and if applicable, for health and safety purposes, fence off with a temporary safety fence described in Section 7.2 (DDHTR Contractor).

B. Additionally,

1) All materials removal equipment (i.e., track-mounted excavators or equal) should have glass enclosures and weigh less than sixty thousand (60,000) pounds. The goal is to use equipment that minimizes the impact on the local roadway while completing the removal. For example, excavators should be smaller than or equal to a three-hundred, twenty-five (325) Caterpillar or equivalent and front-end loaders should be small than or equal to a nine-hundred, fifty (950) Caterpillar or equivalent. However, certain operations may require large equipment.

2) A water fog will be used during debris handling and waste loading operations utilizing an excavator-mounted fogger (built-in for knocking down dust while excavating) or a fire-grade firefighting nozzle with shut-off valves for dust control. The fire nozzle shall have sufficient water pressure to generate a high mist fog stream. The fire nozzle should have an adjustable flow rate, preferably twenty (20) to sixty (60) gallons per minute.

3) All burn ash and debris must be sufficiently wetted forty-eight (48) to seventy-two (72) hours in advance of initiating the removal of the material. The water shall be applied in a manner so as not to generate significant runoff.

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4) All Ash and debris and contaminated soil loads must be well wetted and placed in six (6) to ten (10) mil polyethylene plastic lined trucks and “burrito wrapped” to minimize any discharges on the roadways to the disposal site.

5) All loads shall additionally be covered with a nonpermeable tarp not less than fourteen (14) mil in thickness; this includes ash and debris, metal debris, contaminated soil, and concrete. Ash and debris loads will be placed in a plastic liner before covering with a tarp. Tarps shall be secured with no less than six (6) anchors around the perimeter of the truck. Tarps shall be free of tears, holes, or rips greater than six (6) inches and shall cover the entire load. No auto tarps will be allowed for this purpose.

6) All waste material that is not loaded out at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants. No trucks can be pre-loaded with ash and debris.

6.15 Hazardous Waste Concrete Removal (Retaining Walls, Foundations and Slabs) (DDHTR Contractor, A&M Contractor – Monitors and Documents)

User Agency considers all structural foundations for residential structures to be destroyed by the heat from an unsuppressed structure fire. These slabs and foundations are no longer structurally sound and are consequently considered debris. Additionally, with the known amounts of carcinogens, heavy metals, and asbestos, structural slabs, foundations, and retaining walls shorter than four (4) feet tall (subjected to the wildfire and covered in structural debris) will need to be removed to assess the former building sites for residual ash contamination.

While some concrete structures such as retaining walls greater than four feet and piers, pilings, caissons, and horizontal structural will be left in place for slope stability, the IMT cannot guarantee these structures will be undamaged or are structurally sound. Such dual-function foundation and retaining walls will be removed or as determined by the IMT Operations Lead (Operations Chief or Debris Group Supervisor, as applicable) at no additional cost to the State. The property owner should consult a licensed civil or structural engineer to determine the proper course of action to rebuild any concrete structure left by the IMT. For a more detailed description of concrete foundation and retaining wall requirements, refer to Attachment B, “Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires.”

6.16 Hazardous Waste Operations Crews BMPs (DDHTR Contractor, A&M Contractor – Monitors and Documents)

These Crew BMPs should be undertaken to address the removal of hazardous materials, HHW, debris, asbestos-containing materials (ACM), and air monitoring and sampling from the disaster or incident site. The use of BMPs will also ensure the proper management and removal of hazardous materials, debris, burn ash, and other asbestos-containing materials in a manner that ensures protection of public health and the environment, as well as ensuring health and safety of on-site personnel.

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At a minimum, site personnel shall follow the following BMPs for undertaking debris removal activities:

A. All on-site personnel working in the exclusion zone (EZ) shall receive the necessary health and safety training and medical surveillance pursuant to OSHA 1910.100 and CCR Title 8, Section 5192. An exclusion zone contains areas where contamination is either known or likely to be present or, because of work activity, has the potential to cause harm to personnel. The exclusion zone is identified as the debris/ash footprint of each property.

B. All on-site personnel working in the EZ shall be required to wear Level C PPE when working in the EZ.

C. The contamination reduction zone (CRZ) is an area of the property not visibly contaminated with ash and debris. The contamination reduction zone will be used for removing PPE.

D. A support zone (SZ) may consist of any uncontaminated and nonhazardous part of the property. Donning of clean PPE is completed in the support zone.

E. The A&M Contractor will conduct on-site and off-site air monitoring and sampling for asbestos and heavy metals during all ACM and debris removal operations to demonstrate the effectiveness of engineering controls to protect cleanup personnel and the surrounding community.

F. All non-hazardous waste haulers shall stay in their vehicles during loading unless their trucks are being loaded with metals. When trucks are being loaded with metals, waste haulers shall stand away from their trucks outside of the “warm zone” loading area, and they must wear N95 masks and Tyvek coveralls. This also applies when haulers are covering (e.g., tarping) the trailer or container.

G. All landfill operators that may come in contact with the waste during off-loading operations should follow their facility's protocols for wearing PPE and respiratory protection.

6.17 Overview of Waste Types and Destination Facilities (DDHTR Contractor)

Structural debris removed during this operation shall be classified as one type listed below:

A. Metals

B. Ash and debris

C. Previously placed stormwater BMPs and upstream trapped debris and sediment

D. Concrete

E. Contaminated soil

F. Rescrape soil

G. Vegetative materials (shrubs and trees, etc. removed by debris removal crews)

H. Tree logs

I. Chipped/processed wood materials

The DDHTR Contractor is responsible for removing all qualifying debris, as determined by the TFL and the IMT, and transporting it to an IMT-approved end use facility that will accept it. At the time of loading, the onsite TFL will notate what debris stream is included in each truck load on the truck's load ticket. All loads will be subsequently weighed at the end use facility, and the weight information will be recorded with the load ticket.

All loads must be tracked per parcel, such that the total tonnage of debris removed from each parcel can be clearly accounted for. In certain circumstances, the User Agency's OSC may approve loads to contain debris of the same material type to be loaded from more than one property. For example, metals from multiple parcels could be loaded into the same truck if approved by the User Agency's OSC. The User Agency's OSC, in conjunction with the IMT, will consider whether such approval would provide significant efficiency and may provide such approval on a by-crew basis.

Quantities of metal and concrete that are recycled must be specifically tracked and reported to User Agency. The A&M Contractor shall institute additional controls, as directed by the IMT, to ensure that all qualifying debris is removed and transported to an appropriate end use facility.

The typical facilities that will be provided are listed below:

A. Landfills

To be determined by DDHTR Contractor and approved by the IMT.

B. Concrete Recycler

To be determined by DDHTR Contractor and approved by the IMT.

C. Metal Recycler

To be determined by DDHTR Contractor and approved by the IMT.

Table 6 provides waste types and destination information for a typical Incident.

Table 6: Waste Destination Summary

Material	Disposal Contact or Facility

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Ash and Debris	Approved Landfill
ACM	Name of Permitted Asbestos Receiving facility. Friable asbestos will be disposed of at an appropriate facility by the asbestos removal DDHTR Contractor under EPA Generator ID *[CASXXXXXXXXX*]. (Provided by User Agency)
Metal Debris	Metal may be recycled at a location to be determined by the Contactor and approved by the IMT.
Metal Discards (Appliances)	Freon Extraction is REQUIRED for refrigerators not impacted by the fire. DTSC has removed the refrigerant. The remaining metal will be recycled at [DDHTR Contractor to determine, with IMT approval.
Vehicles and Trailers	Vehicles and/or hauling trailers that did not sustain damage or vehicles and/or trailers that sustained minor damage will be left on the property. These vehicles and/or trailers may be moved by the debris removal team to ensure worker safety and, as needed to complete the debris removal. Other damaged vehicles and/or trailers will be removed by the DDHTR Contractor through a covered vehicle transporter or low bed or other User Agency's OSC-approved method.
Concrete	Concrete may be recycled at a location to be determined by the Contactor and approved by the IMT.
Tires	Tires will be shredded and disposed of at a facility to be determined by DDHTR Contractor and approved by the IMT.
Household Hazardous Waste (HHW)	DTSC/USEPA will collect and transport HHW.
Human Remains	User Agency will coordinate with the County Coroner, or other appropriate entity, on the discovery of human remains. If human remains are located, the work will stop, and the User Agency's OSC or designee will contact the County. Due care of the remains will be taken. EHP personnel will also be contacted upon finding such remains.
Dead Animals	If dead animals are discovered, the User Agency's OSC or designee will contact County Health and the Homeowner. These remains will be disposed of in accordance with the County health department requirements unless directed by the property owner. EHP personnel and A&M biologist will also be contacted upon finding non-domesticated animals.
UXO (Unexploded Ordinance)	If UXO is discovered, the User Agency's OSC or designee will notify the local Sheriff Department to arrange for proper disposal.
Radioactive Debris	If radioactive debris is encountered, the material will be removed and properly disposed of by DTSC.

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6.18 Commercial Department of Transportation (DOT) Inspections (A&M Contractor/DDHTR Contractor)

The A&M Contractor will hire an independent third-party DOT commercial truck inspector team. The inspector teams shall perform a level one inspection for all commercial trucks assigned to the incident. Inspections will include all haul trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the Operation. Water trucks used specifically on-site lots are not subject to inspection provided they are not carrying water loads on a public road. These water trucks are considered construction vehicles. Each commercial truck will display a disaster operation sticker, DOT inspection sticker, and/or other relevant operational placards for identification, verification, and tracking. These identification methods are to be provided by the DDHTR Contractor. After each thirty (30) day period, ten (10) percent of the commercial trucks will be re-inspected per Level 1 requirements.

The DDHTR Contractor will be responsible for providing a location(s) where the DOT inspections shall be conducted and coordinate closely with the A&M Contractor in order to conduct these inspections prior to deployment of each applicable vehicle to the operation.

6.19 Significant Archaeological and Tribal Resources and Human Remains Protocols (Awareness by all)

Based on past debris removals, culturally significant artifacts and/or remains are highly likely to be found. User Agency will work with the local culturally affiliated Native American tribe(s) within designated geographical areas of interest to ensure that artifacts are properly cared for per the tribe's policies and procedures.

In the event that Native American human remains are found during these activities, debris removal crews will immediately cease work on the site and contact the lead A&M Contractor Archaeologist, the User Agency's OSC, the IMT, and any applicable Tribal Monitor to come to view the find. The Archaeological and Tribal Monitors are empowered to recommend stoppage or relocate excavation activities for short periods of time to conduct further controlled excavation of inadvertently discovered cultural items for evaluation by an archaeologist. The User Agency CM should also be notified and kept apprised when such discoveries occur.

If Native American human remains are found, coordination of the treatment of Native American remains, funerary objects, and any cultural, archaeological, and ceremonial items will be conducted by the local tribe.

If necessary, a qualified archaeologist may be required to be present during grading activities to identify and/or ascertain the significance of any subsurface cultural resources or to aid in the avoidance of sensitive areas. It is agreed that the local tribe may select the archaeologist to ensure the archaeologist is familiar with the Tribes' indigenous lands. Tribal monitors must also comply with HAZWOPER requirements while on-site during debris removal operations.

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At the direction of the User Agency, the A&M Contractor's Archaeologist, in cooperation with interested tribal nations, shall provide tribal artifact sensitivity training either in-person or via on-demand video. A&M Contractor shall document and track all DDHTR field staff completion of said training. A&M Contractor shall provide documentation of and markers (such as hard hat stickers) to all DDHTR contractor staff who have completed this sensitivity training. The User Agency may prescribe specifications for the markers, such as by providing a design for hard hat stickers. The trained DDHTR Contractor staff shall display markers while working.

DDHTR Contractor shall report all new staff to the IMT and the A&M Contractor to assist in providing sensitivity training to untrained staff.

6.20 Driveways (DDHTR Contractor, A&M Contractor – monitors and documents)

Undamaged driveways shall be preserved to the extent practicable. The goal is to provide a stabilized construction entrance for reconstruction. If the driveway is damaged or contaminated by burned vehicles or by debris removal equipment or haul trucks to the extent that the driveway is unsafe, the driveway will be removed to the extent necessary. Remove the driveway to the nearest concrete joint or five feet if asphalt is outside the contamination or damage. All driveway cuts will be made using a concrete saw. Use appropriate PPE.

6.21 Pools (DDHTR Contractor, A&M Contractor – monitors and documents)

In general, pools are not eligible for removal and will not be drained by the DDHTR Contractor. The owner should contact the local government for assistance or evaluation of pools due to possible vector and health issues. Surface debris may be removed from the pool depending on on-site circumstances.

The DDHTR Contractor will place safety fencing (as per CalTrans 2018 Standard Specifications 16-2.03) completely around the pool where feasible. Should the pool be structurally built into the foundation/slab, the IMT will discuss removal options with the property owner and DDHTR Contractor to determine the course of action.

Burned/melted above-ground pools and Jacuzzi's may be removed if they are so damaged that they are unusable, and the property owner wants them removed. Pool water may be used as dust control, if feasible.

6.22 Survey Monuments and Markers

Some survey monuments may be at risk during the ash and debris and hazard tree removal operations. To the extent feasible, all DDHTR Contractors shall protect survey monuments and markers. The DDHTR Contractor shall mark with a standard lath any exposed monuments or mark with ribbon flagging. DDHTR Contractors should generally not work, park vehicles, or move equipment near the corners of the lot near such survey monuments.

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6.23 Identification and Removal of Danger Trees

Certain fire-damaged trees are so dangerous that they prevent the safe operation of the debris removal crew or other personnel. These trees should be removed prior to commencing debris removal operations. Note that these trees are different from eligible hazard trees, which must meet the criteria outlined in the "Hazard Tree Assessment" section and which are compensated separately. In the event a dangerous tree is both an eligible hazard tree and is prohibiting safe debris operations, the DDHTR Contractor should coordinate with the A&M Contractor to confirm an arborist has reviewed the tree, and all relevant documentation has been recorded prior to the tree's removal.

Trees should be felled in areas away from structural ash and debris, utilities, fences, or septic tanks. Should it be necessary to fall a tree in the ash, the tree shall be handled as impacted ash and debris. In some cases, it may be decontaminated, as approved by the User Agency's OSC or designee. All wastes generated from the removal of trees will be hauled to an appropriate waste or recycling facility.

6.24 Damage Claims from Public and Private Properties (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Damage claims that arise from Debris Removal or Hazard Tree Removal operations will be documented by the A&M Contractor(s). After a review of the details, from the documentation of the damage, the IMT will make a decision regarding the validity of the damage claim and who, if anyone, will be responsible for repairing the reported damage. The DDHTR Contractor may be liable to repair such damages as directed by the IMT.

Rural roads will be repaired, restored, and prepared for the winter period utilizing Best Management Practices specified by the Forest Practice Rules, as an example, the Handbook for Forest, Ranch, and Rural Roads provides specifics for preparing rural roads, Chapter 7 Section H. Winterizing Roads, (https://www.pacificwatershed.com/sites/default/files/RoadsEnglishBOOKapril2015b.pdf).

"Before winter or the wet season, all permanent, seasonal, and temporary roads should be inspected and prepared for the coming rains. Winterizing consists of maintenance and erosion control work needed to drain the road surface, to ensure free-flowing ditches and drains, and to open all culverts to their maximum capacity. On unsurfaced roads, water bars may be required at spacings dictated by the road gradient and the erodibility of the soil, as well as the proximity of the drainage structure to a stream (Table 3). Trash barriers, culvert inlet basins, and pipe inlets should all be cleaned of floatable debris and sediment accumulations. Ditches that are partially or entirely plugged with soil and debris should be cleaned, and heavy concentrations of vegetation which impede ditch flow should be trimmed. This is also the best time to excavate all unstable or potentially unstable road fills and side cast which could fail and be delivered to a watercourse during the coming wet season. All bare soil areas which were disturbed by maintenance work or other activities should be seeded and mulched with straw. Once seasonal and temporary roads have been winterized, they should be gated and closed to "non-essential" traffic."

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6.25 Dangerous Conditions

Wildfire disasters can uncover and cause a number of dangerous conditions that would otherwise go undetected. Besides the dangerous conditions from burned trees, past User Agency disaster Operations have also discovered hand-dug wells and cisterns, unsecured mine shafts and tunnels, and unsafe bridges. These items may need to be addressed by the DDHTR Contractor either using contract bid items, if applicable, or by working through a contract change order process to assess the costs and include them in the DDHTR Contractor's scope of work. Other unexpected dangers experienced include disgruntled and/or distraught property owners or neighbors. Care and respect shall be taken when approaching any local residents. If the A&M Contractor or DDHTR Contractor finds themselves facing an angry or distraught person, they should not engage, go to a safe location, and contact both health and safety officer and the User Agency's OSC asap to describe the circumstances and to await further instructions.

6.26 Temporary Bridges

Access to some properties may require placement/construction of temporary bridges (due to damaged, undersized, or non-existent bridges) across active or intermittent streams, ravines, or other waterways. The DDHTR Contractor shall be prepared and required to place/construct such temporary bridges up to fifty (50) foot spans, between the ordinary high-water marks, as part of these operations. Bridges necessary to span greater distances may be compensated separately. If necessary, as a crossing may fall within the ordinary high water mark, the contractor will work with the archaeologists, biologists, and stormwater staff to draft a Clean Water Act Section 404, 401, and Fish and Game Code section 1600 permit. The DDHTR Contractor will be responsible for submitting such necessary permits.

The DDHTR Contractor shall provide temporary bridges concurrent with IMT direction to maintain the pace of disaster recovery operations. At no point shall debris or hazard tree removal operations be delayed due to the DDHTR Contractor deploying a limited number of temporary bridges, contrary to the IMT's direction. DDHTR contractor shall be responsible for deploying temporary bridges within thirty (30) days of notice from the IMT. The DDHTR shall be responsible for providing a sufficient number of temporary bridges concurrently to ensure no delay to recovery operations. The A&M Contractor shall assist the IMT in determining the need for any temporary bridges and the appropriate span length of the temporary bridges.

All temporary bridges shall be removed by the DDHTR contractor once all parcels requiring the bridge for access are returned to the county.

6.27 Base Rock Placement

Base rock materials, used to assist the DDHTR Contractor to access ROE properties or to access debris piles on such properties, must meet the requirements of Section 26 of the 2018 CalTrans Standard Specifications for ¾" Class 2 Aggregate Base, placed at a nominal thickness of three (3) inches with a ninety-five (95) percent relative compaction.

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Recycled material that meets CalTrans specifications for Class 2 Aggregate Base is acceptable. Base rock should be deployed, when necessary, to make safe access to work sites.

7. POST DEBRIS REMOVAL OPERATIONS

7.1 Confirmation Sampling (A&M Contractor)

Confirmation sampling will be conducted after fire-related structural debris has been removed from a property. After the debris is removed, representative soil samples will be collected and analyzed to measure concentrations of constituents of concern. The number of soil samples collected per excavated area on a parcel will be determined based on the estimated square footage of the ash footprint; a minimum of one (1) composite sample will be collected from a footprint measuring approximately one hundred (100) square feet or less.

If the ash footprint is greater than five thousand (5,000) square feet, the A&M Contractor will prepare a sampling strategy such no five-point decision unit has any dimension greater than one hundred (100) feet. In general, a sampling strategy of one additional decision unit per one thousand (1,000) square feet if the ash footprint exceeds five thousand (5,000) square feet should be followed. All sampling strategies should use a five (5) point dice pattern for single, double, or irregular shape decision units. If two, five (5) point dice decision units are used, the adjacent five (5) point composite sample point shall be a minimum of twelve (12) inches away from the other decision unit. Each decision unit shall have a unique sampling location and should not be co-located. Contiguous decision units of (3) three or more should favor the use of a straight-line pattern.

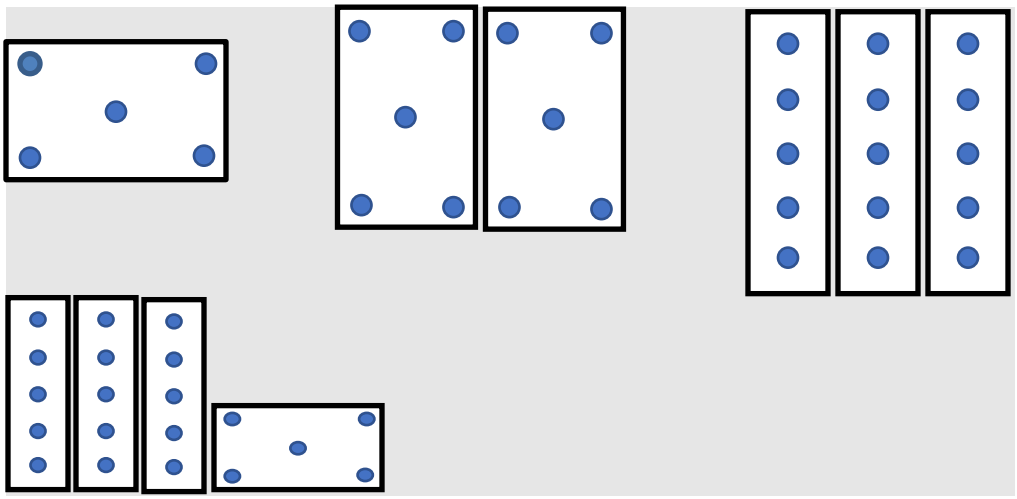
Table 7 below indicates the total number of five (5) point composite samples needed to be collected based on the estimated square footage of ash footprint.

Table 7. Confirmation Sampling Matrix

Estimated Square Footage of Ash Footprint (Decision Unit)	Number of 5-Point Aliquots
0 – 100 square feet	1
101 – 1,000 square feet	2
1,001 – 1,500 square feet	3
1,501 – 2,000 square feet	4
2,001 – 5,000 square feet	5
> 5,000 square feet	Sampling strategy will be discussed between the IMT and Environmental A&M Contractor.

Figure 7.1. Typical Confirmation Sampling Strategies for Decision Units

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All confirmation samples will be collected from a depth of zero (0) to three (3) inches using a dedicated four (4) ounce plastic scoop and placed in eight (8) ounce jars. Samples will be shipped to an approved laboratory for analysis for Title 22 Metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) by EPA Method 6020 and/or EPA Method 7471A for Mercury. Other analytes were not selected based on previous fire incident sampling (CalEPA 2015). Each aliquot location will be recorded on the site assessment log and physically marked with irrigation flags. A geographic positioning system (GPS) may also be used if sample locations are not easily determined.

If any of the areas exceed the site-specific screening levels, the aliquot (sample) locations will be evaluated, and it will be decided by User Agency and the A&M Contractor if a localized scrape or a full scape of the portion of the remediated footprint will be needed. Upon completion of this remediation, the A&M Contractor will collect the same five-point composite sample from the area and submit them for analysis as discussed above.

Confirmation sampling results will be compared to the project-established cleanup goals to assess the effectiveness of the ash and debris removal. The A&M Contractor will evaluate the analytical results by comparing the soil sampling results to the pre-determined background concentrations and cleanup goals. If any of the confirmation sampling results exceed cleanup goals, the parcel will be further excavated (Re-scraped) at the direction of the User Agency's OSC, and the A&M Contractor will collect additional confirmation soil samples after the excavation is complete.

All soil confirmation samples will go through a Level 2 verification process.

Once the samples pass the cleanup goals or site-specific goals, the DDHTR Contractor has placed the required and approved erosion control materials, and a final site walk conducted and approved by the User Agency's OSC or designee, a sample approval form will be forwarded to the local government so the property owner can begin the

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permit process. The property owner is not allowed to impact the sampling area until erosion control and the final site walk is complete.

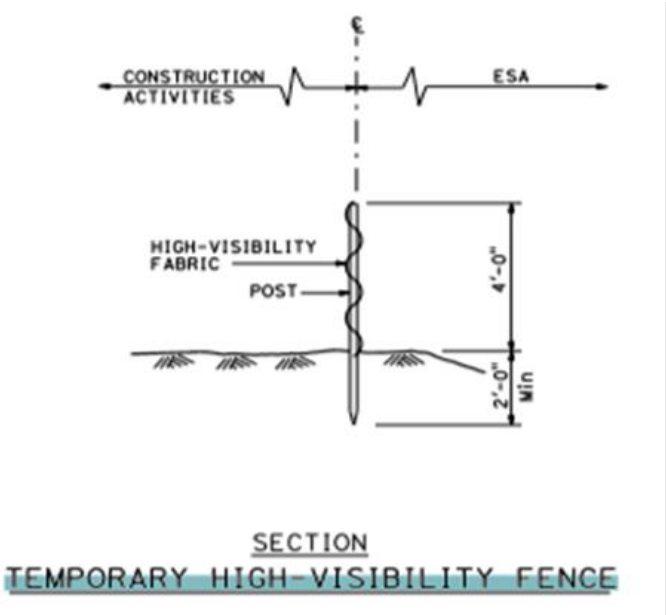
Cleanup goals will be established by User Agency with support from the A&M Contractor.

7.2 Temporary Safety Fencing Installation (CalTrans Type ESA) (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Temporary Safety fences, as described in the following paragraphs, will be installed around potential safety hazards, such as swimming pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined by the User Agency's OSC or designee. Sites on which fencing is to be placed will have been cleared of ash and or other debris as part of the overall debris removal operation. Fencing will be installed after the DDHTR Contractor has demobilized from the area and the property has passed its soil sampling and analysis testing. The fencing is intended as a safety precaution to indicate that there are nearby fall hazards after the debris removal operation has been completed. The fence is intended to minimize access in areas directed by the User Agency's OSC. This fencing will not be removed by the DDHTR Contractor.

A temporary fence shall be furnished, installed, and maintained (while the DDHTR Contractor is deployed to the Operational area and until the properties are signed off back to the County, in conformance with the details shown on the plans below (Figure 7.2, Temporary High Visibility Fence), as specified in these special provisions and as directed by the User Agency's OSC or designee.

Figure 7.2 Temporary High Visibility Fence



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Used materials may be installed provided that the used materials conform to these special provisions. Materials for temporary safety fence (Type - Environmentally Sensitive Area - ESA) shall conform to the following:

High visibility fabric shall be machine-produced, orange-colored mesh manufactured from polypropylene or polyethylene. High visibility fabric may be made of recycled materials. Materials shall not contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet resistant shall be a minimum of five (5) feet in width with a maximum mesh opening of two (2) inches x two (2) inches. High visibility fabric shall be furnished in one (1) continuous width and shall not be spliced to conform to the specified width dimension.

Posts for temporary safety fence (Type ESA) shall be of one (1) of the following:

a) Wood posts shall be fir or pine, shall have a minimum cross-section of two (2) inches x two (2) inches, and a minimum length of five (5) to six (6) feet the end of the post to be embedded in the soil shall be pointed. Wood posts shall not be treated with wood preservatives.

b) Steel posts shall have a "U", "T", "L," or another cross-sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of five (5) to six (6) feet. One (1) end of the steel post shall be pointed, and the other end shall have a high visibility colored top.

Fasteners for attaching high visibility fabric to the posts shall be as follows:

a) The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples or as recommended by the manufacturer or supplier.

b) Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. The maximum spacing of tie wire or fasteners shall be two (2) feet along the length of the steel post.

The temporary fence(s) shall be installed as follows:

1) All fence construction activities shall be conducted from outside the ESA as shown in the figure above or as staked.

2) Posts shall be embedded in the soil a minimum of one (1) foot. Post spacing shall be eight (8) feet maximum from center to center and shall at all times support the fence in a vertical position.

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8. HAZARD TREE REMOVAL OPERATIONS

If User Agency elects to include hazard tree removal in the Operation, the following section applies.

8.1 Eligibility

8.1.1 Hazard Tree Categories

For the purposes of these Special Provisions, hazard trees are classified into four categories. The User Agency will determine and advise the A&M Contractor what categories of trees are eligible for assessment. For all categories of hazard trees, refer to the "Criteria" section for additional requirements regarding which trees are eligible for removal.

A. Category 1 – Public Right-of-Way Tree: A tree rooted in the publicly owned or maintained right-of-way (ROW) of the local government, as defined by local California municipal code, not to include lands owned by the Federal Government.

B. Category 2 – Danger Tree: A tree on an enrolled private property that prohibits the safe operation of debris removal personnel, as determined by the DDHTR contractor. Removal of these trees is a component of the structural debris removal function and is not eligible for separate compensation.

C. Category 3 – PPDR Tree with Public Improved Property Target: Tree on an enrolled private property that is within striking distance of public ROW or other public improved property (for example: public schools, libraries, or other public buildings).

D. Category 4 – PPDR Tree with Private Road Target: Tree on an enrolled private property that is within striking distance of a private road (see "Road Types" for an additional definition of "private road").

E. Category 5 – Public Property Target: Tree on approved public agency property threatening public improved property.

8.1.2 Road Types

The following descriptions define whether a road should be considered "public" or "private" for purposes of determining whether a tree should be classified under Category 3 or Category 4 of the above section.

8.1.3 Public Roads

A. Public roads are legally defined by recorded map and include improved and unimproved land within a public right of way

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B. Public roads within the operational area that are owned and maintained by fee title or easement by the local government jurisdiction; public roads are intended for use as multi-modal transportation corridors for the mobility of people, goods, and services. Public roads serve vehicles, pedestrians, bicycles, mass transit, service companies, such as mail and package delivery, waste-haulers, and emergency responders.

C. For the purpose of the Operation, the public road right of way is generally determined and validated by the local agency

D. The public road right of way includes the roadway and the adjacent improved or unimproved portion of the roadside.

8.1.4 Private Roads

A. Private roads include improved and unimproved land.

B. Private roads within the operational area are generally owned and maintained as an easement by one (1) or more private property owners (see Civil Code section 845(b)). Such easements by use are generally recorded and defined by a title. Private road easements may be maintained by one or more property owners or by legal entities such as a Homeowner's Association by Covenants, Conditions, and Restrictions (CCRs), a non-profit corporation, or another corporate entity.

C. The private road right of way includes the road surface, such as pavement, gravel, or other road surface materials.

8.1.5 Criteria

Potential hazard trees will be identified as eligible utilizing the following criteria:

A. The tree is rooted on a private parcel with a Right-of-Entry permit or approved public lands (including Rights-of-Way).

B. The tree is dead or likely to die in the next five (5) years as a result of the declared wildfire, as determined by a Register Professional Forester or a Certified Arborist with a Tree Risk Assessment Qualification (TRAQ) certification.

C. The tree is standing and, as determined by the Registered Professional Forester or TRAQ Certified Arborist, presents a hazard to the public right-of-way, public improved property, or other IMT- designated eligible target. For the purposes of this Operation, to assist in the determination of whether the tree presents a hazard, the Registered Professional Forester or TRAQ Certified Arborist should consider the tree's distance from the target pursuant to U.S. Occupational Safety and Health Administration (OSHA) criteria for establishing work areas. This OSHA standard prescribes at least two (2) tree lengths (two

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hundred (200) percent the height of the tree) and a greater distance where conditions make rolling or sliding of trees reasonably foreseeable, or the grade of the land the tree sits upon is such that the tree could not reach the target (on a steep slope below the target).

D. The tree has a diameter of six (6) inches or greater, measured 4.5 feet above ground height.

8.1.6 Identification of Potentially Eligible Parcels (A&M Contractor)

The A&M Contractor is responsible for determining which enrolled private parcels could be potentially eligible for hazard tree removal and should be inspected by a Registered Professional Forester or TRAQ Certified Arborist through a desktop review.

Parcel eligibility for hazard tree removal will be determined using the “Buffer” analysis tool in ArcGIS (or equal compatible software as directed by the User Agency), an analytical tool that approximates which parcels are adjacent to rights of way. The result of this analysis will identify which parcels fall within the “public road buffer,” a geographic polygon extending on both sides of the centerline of the public road right of way. GIS shapefiles (or equal) identifying public roads shall be acquired from all involved local jurisdictions for this analysis unless otherwise provided or directed by the User Agency. The buffer distance for the public roads layer(s) shall be determined based on the height-distance to target criteria described in the “Criteria” (8.1.5) section of this plan and the expected height of trees in the area. The buffer should be applied to both sides of the centerline of the road right of way. Parcels that intersect with the public roads buffer should receive a hazard tree assessment. The IMT should appropriately consider scenarios where trees taller than the expected height are discovered and adjust assessment procedures where warranted.

8.2 Soft Start

To confirm the A&M Contractor and DDHTR Contractor’s readiness to conduct hazard tree removal operations, “Soft Starts” will be conducted at two (2) milestones:

A. Start of hazard tree removal assessment.

B. Start of the hazard tree removal.

8.3 Assessment and Monitoring (A&M) Activities (A&M Contractor)

Once directed to start work, the A&M consultant will perform one (1) full day of hazard tree assessments. They will also perform one (1) full day of video recording for the roadways within the burn scar. Once a full day of assessments has occurred, the A&M Contractor will provide a presentation to the User Agency, reviewing the assessment

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protocols and processes and the resulting data. The User Agency will determine whether the protocols, processes, and resulting data are sufficient to commence hazard tree assessment. If the User Agency determines the results are insufficient, it will provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the User Agency determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the User Agency the day following the work. The User Agency may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

8.4 Hazard Tree Removal (DDHTR Contractor and A&M Contractor)

All parties will be present to perform their function of the tree removal process, including, but not limited to, the pre-work site walk (referred to as the "360-degree Site Walk"), reviewing of documents via the consultant's platform, safety area establishment, ticket issuance, roles and responsibilities of all parties, communication between all parties including the DDHTR Contractor and the A&M Contractor, and traffic control. Following the completion of the soft-start day, the A&M Contractor will provide the User Agency with examples of the documentation collected. The User Agency will confirm the documented collected is sufficient to commence hazard tree removal operations. If the User Agency determines documentation is insufficient, the User Agency may direct that the A&M Contractor make adjustments to its documentation processes and conduct an additional soft start to evidence that all requested changes have been made. All adjustments must be made within five (5) working days.

8.5 Assessment (A&M Contractor)

Credentials:

Only a Registered Professional Forester or TRAQ Certified Arborist may perform hazard tree assessment. Additional staff may be assigned to assist in documentation, tagging, or other activities not directly related to assessing hazard trees.

8.5.1 Pre-Assessment Activities (A&M Contractor)

An assessment team will be composed of a Registered Professional Forester or TRAQ Certified Arborist and at least one (1) Crew Leader. The assessment team will be assigned to authorized, enrolled private properties or segments of the public right of way ("ROW Segments"). The Planning Group will provide the assessment team with a daily list of enrolled private properties and/or ROW segments to assess. The assessment team will review the Right of Entry Permit (ROE) prior to entering the property, which contains the address, the corresponding assessor's parcel number (APN), homeowner accounts and descriptions, and other pertinent site information. The assessment team will mobilize and, using the information provided in the ROE, confirm they are at the correct property. Parcel maps and

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GPS-equipped applications may also be used to help the assessment team confirm the property.

Prior to entering the property, the assessment team will conduct a health and safety review to communicate the site-specific emergency response plan, known or anticipated hazards (e.g., overhead lines), unusual conditions, and other information relevant to performing work on the property. The team will conduct a 360-degree Site Walk to identify additional, previously unknown hazards and mitigate them prior to entering the site.

8.5.2 Hazard Tree Assessment Process (A&M Contractor)

As described in Exhibit A, Section B., Item 14) “Development of a Hazard Tree Assessment Methodology," the A&M Contractor shall develop and present to the User Agency a technical methodology for identifying and assessing hazard trees. The methodology should account for all requirements herein and be used consistently throughout the Operation.

Additionally, the A&M Contractors hazard tree assessment process should account for the following:

A. Appropriate controls for ensuring all eligible targets are accounted for in the assessment.

B. Appropriate processes for accounting for other tree mortality factors, such as drought or insect infestation, and for ensuring that only trees that are dead or likely to die in the next five (5) years as a result of the declared wildfire are marked for removal.

C. Processes for a Modified Tree Assessment for steep slopes where standard assessment processes are impracticable or unsafe:

   1) GPS Coordinates will be located at the closest safely accessible area on the road to which its address or ROW segment is assigned.

   2) The diameter will be estimated remotely with the help of binoculars and a range finder. No photo of the tree diameter would be provided. The actual diameter of the tree will be determined when it is brought to a safely accessible area.

   3) No stump photo will be taken. If the tree must be brought off the slope, the arborist or TFL will take a photo of the cut face; however, no spray paint or tag will be affixed to the tree.

D. Other scenarios in which a standard tree assessment is impracticable or unsafe.

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8.5.3 Hazard Tree Assessment Documentation (A&M Contractor)

As part of the Strike Team, the Contractor Arborist shall mark and document all hazard trees with a User Agency approved Esri-compatible data collection software. The User Agency approved Esri-compatible data collection software shall be accessible and viewable by the User Agency at all times during the operation. Data collected shall include:

A. Unique identification numbers for all trees.

B. The number of trees (on the parcel or county road segment) on a SA map.

C. Each tree's species (as determined by the Arborist).

D. Tree height.

E. Tree diameter (at 4.5 feet above ground level).

F. The relative height of the tree is measured by a hypsometer or measuring tape and a clinometer or equal industry-standard method.

G. Tree GPS coordinates.

H. Distance of tree to eligible target measured by hypsometer or measuring tape.

I. Photographs of each tree before removal showing all of the following unless directed and approved by the User Agency:

   1) The unique identification number on the tree trunk prior to felling.

   2) The diameter on the measuring tape.

   3) The tree standing and in context (photo should be taken from sufficient distance away from the tree to show the tree alongside the rest of the parcel).

   4) The threatened public improved property or right of way from the perspective of the hazard tree.

A&M Contractor shall place all data and photographs collected (including the map prepared in "e)" below) in a database folder for each property by APN and available to the IMT electronically in the GIS management services database (refer to Section 5.B.11). Information shall be uploaded to the Contractor's database and accessible by the User Agency and IMT within twenty-four (24) hours of the day the tree was assessed.

A&M Contractor shall create a map showing the location of the trees included on the property or ROW. This survey map shall include a tree represented as a circle

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and tagged with a tree identification number. As necessary, A&M Contractor shall utilize Licensed Land Surveyor(s) (with all required survey equipment) as part of a two-person survey team(s) to delineate hazard tree locations with respect to property lines.

When necessary, the Strike Team shall mark approximate property boundaries if access to hazard trees that are marked to be cut may require access across such a boundary or if the trees may fall across such boundaries after being felled. Mark this possibility on the site map.

8.5.3 Hazard Tree Marking Specifications (A&M Contractor)

Contractor shall mark each hazard tree in accordance with the specifications provided below unless otherwise directed by the User Agency:

A. Three blue dots shall be painted with marking paint on the bole of the tree at breast height in a manner such that the dots will be visible from multiple angles.

B. A metal tag marked with both the Unique ID number of the hazard tree and a barcode connected to the Unique ID number should be affixed with a nail to the tree below the cut line (less than six inches from the ground). The metal tag should be circled with blue marking paint to ensure it is noticeable.

8.5.4 Boundary Trees (A&M Contractor)

A “Boundary Tree” generally refers to a tree that straddles a boundary line. The Professional Land Surveyor(s) are requested to locate and mark in the field and prepare a written report regarding certain Boundary Trees with respect to the relevant boundary line(s). At a minimum, the written report from a Professional Land Surveyor of Boundary Trees should include the following elements for each tree:

A. Tree ID
B. General tree type (conifer, deciduous)
C. Approximate tree diameter
D. Property Address(es)
E. Property APN(s)
F. Determine the relationship of subject trees to relevant boundaries
G. Map to scale of relevant boundary lines and tree(s)
H. Identify the surveyor, the surveyor's address, and license number; and
I. Identify the north reference and/or basis of bearings

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8.6 Work Management Planning

8.6.1 Prioritization Considerations for Runways (User Agency or Designee)

Parcels will be prioritized for hazard tree removal by the User Agency. The User Agency may consider a number of factors when prioritizing parcels and developing work schedules to meet operational needs to ensure parcels move expeditiously through the debris process so the property owner can commence rebuilding or protecting the public. At times this prioritization may impact contractor operational efficiency. Below are example priorities that the User Agency may elect to implement:

A. Imminent Dangerous Trees

Parcels with trees that, in the opinion of the User Agency or A&M Contractor, pose a more imminent risk to the public may be prioritized above others.

B. Debris Removal Properties Approved for Erosion Control

Prioritizing properties for which soil samples meet operational cleanup goals and are deemed ready for erosion control by the User Agency or designee will ensure that the hazard tree removal function can proceed expeditiously through the hazard tree removal process.

C. Hazard Tree Only

Properties that do not require structural debris removal generally have fewer dependencies, and hazard tree removal may be able to commence on these properties sooner than others.

D. Debris Containing Properties

These parcels have not yet been entirely cleared of debris or contaminated soil; however, the hazard trees can be safely felled if tree operations can be conducted without disturbing the debris and ash footprint.

E. ROW Trees

ROW Trees may be prioritized by the User Agency. These trees may be the highest priority if presenting an immediate threat to the traveling public.

8.6.2 Work Management Processes

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The User Agency shall establish appropriate work management processes or may direct the A&M Contractor to develop a work management process for managing hazard tree assessment and removal activities. The User Agency's work management process may define timelines under which the A&M Contractor and the DDHTR Contractor shall complete certain tasks. The User Agency may elect to divide the work into "Work Packages" as described below:

A. Available work (enrolled private parcels or ROW segments) will be divided into Work Packages.

B. A Work Package will be assigned to the A&M Contractor, who will complete all-hazard tree assessments (if not completed prior to Work Package development), biological inspections, archaeological inspections, and any other required pre-felling inspections. The User Agency may define the timeline by which these pre-felling inspections shall be completed for each Work Package, based on the size and complexity of the Work Package.

C. A Work Package will subsequently be assigned to the DDHTR Contractor for pre-inspection. During pre-inspection, the DDHTR Contractor shall determine and document the means and methods for felling and removal (such as type of equipment to be used, potential access issues, or any required permits or CAL FIRE regulatory documents).

D. Once the DDHTR Contractor has completed all pre-inspection tasks, that Work Package will be assigned to the DDHTR Contractor for hazard tree removal. The DDHTR Contractor will complete all felling and removal operations for the Work Package. The User Agency may prescribe expected or required timeframes for completing operations in the Work Package or may elect not to release additional Work Packages until prior Work Packages are complete. The intent is to prosecute the full scope of the work in a systematic and incremental manner.

E. The User Agency may direct the A&M Contractor to validate the completion of the Work Package or otherwise assist in determining that all needed hazard tree removal operations have been completed within a Work Package or set geographic area.

8.7 Pre-Felling Inspections (DDHTR Contractor)

8.7.1 Forest Practice Considerations

The DDHTR Contractor, as a California Licensed Timber Operator (LTO), is responsible for their compliance with the Forest Practice Rules. The DDHTR Contractor's Registered Professional Forester (RPF) is tasked with drafting and submitting permitting and regulatory documents and oversight of all aspects of a Timber Harvest activity, acting as a lead in interpretation of the Forest Practice

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Rules. In this capacity, the RPF will typically oversee the placement and mapping of the Watercourse and Lake Protection Zone (WLPZ) by determining stream class, slope, and other factors; supervise or determine the mortality of dead or dying trees; work with the archaeologists, or act in their capacity to determine and put in avoidance, minimization, and mitigation measures to protect significant cultural and prehistoric sites; working with biologists, or acting in their capacity to determine and put in avoidance measures to protect endangered or threatened species, and nesting birds; work with the CAL FIRE Unit Inspector to determine the best means and methods to fell trees near sensitive resources, and enforce all other aspects of the Forest Practice Rules.

The A&M Contractor's RPF(s) is/are responsible for assisting the User Agency in ensuring DDHTR Contractor's compliance with the Forest Practice Rules and overseeing hazard tree assessment operations.

8.7.2 Consultant Pre-Inspection (A&M Contractor)

Arborist Final Assessment

The User Agency may request that at least forty-eight (48) hours but no more than seven (7) working days prior to the beginning of the hazard tree removal, a final hazard tree assessment will be conducted by an RPF or TRAQ Certified Arborist certification to ensure all potential hazard trees have been assessed and all marked trees meet hazard tree eligibility criteria.

Final Biological Review

The User Agency may direct that the A&M Contractor perform a final biological review prior to felling. The need and specification for such a review are discussed in greater detail in the Environmental Protection Plan.

Data Validation

Prior to commencing hazard tree removal on each parcel or ROW segment, the A&M Contractor shall confirm that all hazard tree data and, if applicable, documented permits associated with the parcel or ROW segment are accounted for and match across all data sets. The A&M Contractor shall:

A. Confirm the appropriate hazard tree assessment is accounted for and accessible.

    1) Confirm the count of hazard trees identified in the assessment matches the count of unique tree photos in the assessment.

    2) Confirm the count of hazard trees identified in the assessment matches the count of hazard trees on the tree sketch.

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3) Confirm that all exception/incidental trees are identified and noted in the tree assessment and sketch.

B. Confirm that the count of hazards trees in the tree assessment matches the count in the approved database.

C. Confirm that the number of tree tags associated with this APN matches the count of trees identified in the hazard tree assessment.

D. Confirm that, if applicable, the required permits are associated with the correct APN and are documented properly in the approved database.

E. If any of the above criteria are not met, the discrepancies should be resolved via a desktop or physical site review prior to the parcel being assigned to a tree-felling crew or placed on a runway.

8.7.3 Contractor Pre-Inspection (DDHTR Contractor)

The DDHTR Contractor shall inspect the property prior to beginning tree-felling operations to determine the preferred means and methods, identify access issues, incidental trees (trees that inhibit the safe felling of eligible hazard trees), and any property owner issues or concerns. This information should be provided to the User Agency upon completion of pre-inspection on a parcel to ensure it can be accounted for in the User Agency and A&M Contractor's planning.

The DDHTR Contractor may also be required to physically mark timber onsite prior to the Operation's felling operation, such as with marking paint or flagging tape. The purpose of this marking is to delineate what timber must be removed by the DDHTR Contractor and what timber was pre-existing and will not be removed.

It is the DDHTR Contractor's decision to utilize an adjacent property to fell an eligible hazard tree. Where a DDHTR Contractor utilizes an adjacent property to fell, remove, or manage an eligible hazard tree, the DDHTR Contractor shall ensure the following minimum steps occur prior to commencement of felling activities:

A. Establish that a valid ROE Permit or Access ROE exists for the adjacent property.

B. Ensure all archaeological and biological protocols and protection measures are in place; and

C. Make reasonable attempts to notify the adjacent property owners. At a minimum, the DDHTR Contractor (or the A&M Contractor, if requested by the User Agency) must attempt to make contact with this adjacent property owner no less than twenty-four (24) hours before the start of work.

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In making a decision to utilize an adjacent property to fell, remove, or manage an eligible hazard tree, the DDHTR Contractor shall acknowledge:

1) Several factors including, property ownership changes, could affect the accuracy of available information relating to adjacent properties.

2) The A&M Contractor may not have accurate information to support the proposed activities on an adjacent property.

The DDHTR Contractor bears sole responsibility for all harm resulting from its decision to use an adjacent property to fell, remove, or manage an eligible hazard tree. To minimize these risks to the DDHTR Contractor, the DDHTR Contractor should incorporate the potential for felling eligible hazard trees into adjacent properties into the compulsory pre-inspection protocols and provide advance notice to A&M Contractor.

A&M Contractor personnel, to the best of their abilities and knowledge, should advise the DDHTR Contractor whether any of the DDHTR Contractors' proposed activities could result in harm to the Operation, including any available information relating to an ROE Form or the known archaeological and biological information for that immediate area. In doing so, the A&M Contractor personnel shall consider the specific circumstances where the DDHTR Contractors elects to use an adjacent property with approved ROE Forms to fell eligible hazard trees. The A&M Contractor personnel shall record all pertinent information.

8.8 Hazard Tree Felling and Removal

8.8.1 Pre-Work Walk (360 Degree Site Walk) (DDHTR Contractor and A&M Contractor)

This walk is conducted by both the DDHTR Contractor and A&M Contractor's TFL by walking the entire parcel to accomplish the following: Identify property boundaries, ingress and egress routes, anticipated felling techniques to be used, potential incidental trees to be taken, review the listing of eligible trees and site sketch against marked trees on-site and document changes such that it reflects what is observed, identify and mark (if not already marked) septic tanks, wells, utility connections, and other fixed structures that could be damaged, identify drop zone and mark the area, establish traffic control (see Traffic Control Guidance in Section 5.22), and physically mark trees which had already been assessed and determined to be eligible hazard trees which are no longer standing. For each 360-degree Site Walk, the DDHTR Contractor and A&M Contractor shall agree to the number of eligible hazard trees to be felled (prior to any actual tree felling), record the number of trees actually felled, reconcile any discrepancies, and report any disputes using the Chain of Command.

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8.8.2 Responsibilities of the A&M Contractor

Pre-Felling Documentation

The A&M Contractor shall photograph each tree immediately prior to, but no more than twenty-four (24) hours prior to, felling. This photograph must show that the tree is standing and has not been felled by others. If the tree has fallen naturally or appears to have been felled by a third party, the A&M Contractor should photograph the current condition of the tree (or stump) and notate the finding in its database.

The A&M Contractor should validate the GPS coordinates of each tree at the time of felling to ensure the coordinates reflected in the A&M contractor's database are accurate.

Post-Felling Documentation

The felled surface of each stump must be marked with the last three (3) numbers of its unique identification number with marking paint.

The A&M Contractor shall photograph each tree stump after the tree is felled. The photograph must show the tree tag and the painted number on the cut surface.

Any changes in the total tree count must be documented.

A final GIS site map, which includes GPS coordinates of each tree, shall be created.

At the User Agency's discretion, alternative forms of documentation may be followed to accommodate specific site conditions. Some examples include:

A. White paint marking an "X" for previously located stumps that have been removed during tree felling.

B. Documentary evidence captured concurrently with tree felling

C. Other assessment documentation methods that accommodate safety concerns, as determined by the User Agency

Archeological and Biological Monitoring

Consultants/Monitors will produce the assessment and monitoring post-felling reports for Endangered Species Act Section 7 and National Historic Preservation Act Section 106 compliance. The report will include all documents and will be sent to the Environmental Lead for review and final approval. Other guidance, direction, or requirements are outlined in the EPP.

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8.8.3 Responsibilities of the DDHTR Contractor

The DDHTR Contractor's Crew supervisor will decide how the tree felling will be accomplished and inform the TFL during the 360-degree Site Walk. All trees must be felled in a safe manner and in a manner that does not impact neighboring unenrolled parcels, public infrastructure, or improved property (including underground infrastructures, such as septic tanks, utility lines, etc.).

The DDHTR Contractor's Crews will fell hazard trees as identified and marked by the A&M Contractor's Arborist, and stumps will be flush cut (within six (6) inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre-approved/directed by the User Agency or designee.

The DDHTR Contractor must ensure reasonable access is provided to the A&M Contractor to perform their tasks, as specified in these Special Provisions, or as otherwise directed by the User Agency. Provision of this reasonable access may impact the DDHTR Contractor's operational efficiency.

Felled trees and other vegetative debris will then be collected and removed from the site. In some situations, the User Agency may direct that certain trees are lopped and scattered on-site or otherwise not removed for environmental protection or safety reasons. Trees and/or tops and limbs may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to end use facilities at the discretion of the DDHTR Contractor. If directed by the User Agency, the DDHTR Contractor will place no more than two (2) to three (3) inches of chipped slash on all areas greater than one hundred (100) contiguous square feet where the soil has been disturbed by the DDHTR Contractor's hazard tree removal operation. The User Agency may prescribe specific requirements for wood chipping, for example:

A. The Wood mulch shall be placed to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water.

B. The wood mulch shall be a maximum of ½ to 3 inches in length and an average thickness of 1/16 to 3/8 inches in any direction,

C. Efforts shall be made to preserve existing vegetation, if practicable.

It is expected that the DDHTR Contractor will complete all necessary felling, processing, chipping, and removal activities as part of a singular operation rather than multiple discrete steps unless otherwise authorized by User Agency. For example, the DDHTR Contractor shall not split hazard tree removal crews into multiple discrete units (for example, separate wood management, tree felling, and tree removal crew). Each Hazard Tree Removal Crew must include all required equipment and personnel to complete the full

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felling, processing, and removal process. Such equipment may include, for example:

A. One (1) crane or rubber tired and/or rubber tracker bucket rig

B. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher

C. One to two (1 – 2) laborers for processing fallen timber

D. One (1) skid steer or excavator for handling timber onsite

E. One (1) track or tow-behind chipper

F. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

The User Agency may approve alternate crew makeups if the DDHTR Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew consists of between two (2) and seven (7) DDHTR Contractor personnel. The DDHTR Contractor is responsible for providing all necessary equipment and personnel to safely fell, process, and remove all marked hazard trees and wood materials, which may exceed the equipment and personnel listed above. No additional compensation will be provided for additional equipment or personnel.

Wood material other than chips or mulch used for erosion control shall not be left on site after the demobilization of the Hazard Tree Removal Crew. With the approval of the User Agency, Hazard Tree Removal Crews may be permitted to work on multiple parcels concurrently (for example, the felling component of the crew may advance to the next scheduled parcel while the chipping and removal components are continuing work on the initial parcel). The User Agency may prescribe how many parcels may be actively worked per Hazard Tree Removal Crew. However, methodologies that bifurcate felling and removal operations as a standard practice are unacceptable unless specifically authorized by the User Agency. A Hazard Tree Removal Crew should demobilize from a parcel prior to removing all wood material only in cases where a weather standdown or other nonworking day is ordered.

8.9 Post Tree Felling and Removal Site Walk (DDHTR Contractor, A&M Contractor).

Prior to the Hazard Tree Removal Crew's demobilization, the A&M Contractor and DDHTR Contractor shall confirm the following and document on the A&M Contractor provided "tree felling, and removal site walk form/survey":

A. All marked hazard trees have been removed from the property.

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B. Any marked hazard trees that fell naturally or which appear to have been felled by others are documented (i.e., pictures or other evidence), with the tag removed and the marking paint concealed (Both A&M and DDHTR Contractors).

C. If applicable, tree erosion control (chips) has been applied to appropriate disturbed areas. Chipping complies with all contract specifications regarding size and depth and does not cover driveways, structure footprints, drainage features, or WLPZ zones.

D. If chips are not used for erosion control, hydromulch or other Forest Practice Rule BMPs shall be utilized and confirmed used for such disturbed areas.

E. No tree materials resulting from the Operation remain on-site unless otherwise directed by the User Agency.

F. If any property damage resulted from the Operation, the damage is documented by the A&M Contractor as prescribed by the User Agency.

9. FINAL EROSION CONTROL (DDHTR CONTRACTOR, A&M CONTRACTOR – MONITORS AND DOCUMENTS)

Erosion control measures will be implemented to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water bodies during debris removal after a disaster. Best management practices for erosion controls may include the use of fiber rolls, silt fences, erosion control blankets, hydraulic mulch, soil binders, and other mechanisms to reduce sediment. Erosion control plans will be developed by the User Agency's OSC or designee, with input from the A&M Contractor, for those sites requiring Level 3 erosion control. These erosion control levels are described below. Biodegradable erosion control shall be installed after each lot has met site-specific cleanup goals. Efforts should be made to preserve existing vegetation, if practicable. Once the removal has been completed, storm water control measures must be maintained by the property owner or local government. No seeds will be used for individual lots based on property owner concerns.

All erosion control methods, materials, and specifications will be described in the EPP or as directed by the User Agency's OSC or designee. Materials used for erosion control shall be placed at a minimum in accordance with the manufacturer's specifications. All materials shall be certified weed free in an effort to control the spread of noxious weeds.

9.1 Erosion Control Methods

Each residential parcel will receive one of the following measures, as determined by the User Agency's OSC or designee:

A. Level 1: Hydraulic mulch. Hydraulic mulch will include a wood base mulch along with an organic tackifier to cover the entire area impacted by the structural debris

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removal operations. No seeds will be used on this Operation. Level 1 applies to less than seven (7) percent slopes.

B. Level 2: Hydraulic mulch and bio-degradable straw wattles shall be a minimum of eight (8) inches to twelve (12) inches diameter and shall be staked and keyed in. Compost filter socks shall be a minimum of five (5) inches to eight (8) inches diameter and shall be sandbagged in place, as necessary. No staking or keying in will be necessary with Compost filter socks. Silt fences shall be wire-backed in snow zones and used in areas on slopes greater than seven (7) percent.

C. Level 3: Hydraulic mulch, non-synthetic compost filter socks and/or silt fence, and erosion control blankets (such as compost blankets, etc.). Level 3 erosion control applies to sloped areas greater than fifteen (15) percent**.**

Additional erosion control methods may be developed after consultation with regulatory agencies (see alternative products below).

9.1.1 Erosion Control Materials and Specifications

Materials used for erosion control shall be placed in accordance with these Special Provisions or as directed by the User Agency's OSC or designee. All materials shall be certified non-synthetic weed-free in an effort to control the spread of noxious weeds.

The following materials have been identified for the Operation:

A. Hydraulic Mulch – Hydraulic mulch or hydro-mulching is an erosion control process that uses a slurry wood fiber or wheat straw fiber and a tackifier. The slurry is transported in a tank, either truck or trailer-mounted, and sprayed on prepared ground. Each DDHTR Contractor will develop a submittal for the hydraulic mulch for approval by the IMT. The mulch design will be based on virgin wood or seed-free wheat straw and/or corn-based fiber and a non-toxic organic base tackifier. Application rates will also be submitted based on slopes.

B. Fiber Rolls/Straw Wattles – Fiber roll barriers (also called sediment logs or straw wattles) are commercially manufactured and usually consist of milled wood, or other natural fibers are sewn into a circular weave fabric. Fiber rolls are good perimeter protection, designed to slow stormwater runoff and trap small amounts of sediment. Fiber rolls shall be eight (8) inches to twelve (12) inches in diameter. Fiber rolls must be certified weed free.

C. Compost filter socks - Compost filter socks are a three (3) dimensional tubular sediment control and stormwater runoff filtration device typically used for perimeter control of sediment and soluble pollutants on and around construction activities. Compost filter socks trap sediment and soluble pollutants by filtering runoff water as it passes through the matrix of

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the compost filter socks. Compost filter socks shall be used on all hardscape areas for erosion control. These areas include driveways, hardscape features including concrete, brick, asphalt and gravel roads, lava cap soils, and areas directed by the IMT. Compost filter socks shall be five (5) inches to eight (8) inches in diameter.

D. Erosion Control Blanket – Erosion control blanket is a manufactured blanket or mat that is designed to hold soil and seed in place on slopes. It consists of biodegradable organic materials such as wood fiber, coconut fiber, or a combination of these materials. It is commercially manufactured and delivered to the site in rolls.

Erosion control blankets shall be one hundred (100) percent organic biodegradable (including parent material, stitching, and netting). The minimum thickness shall be 3/8" (9mm). The netting shall be stitched to prevent the separation of the net from the parent material. The netting shall be capable of withstanding moderate foot traffic without tearing or puncturing. Neither the blanket nor netting nor the installation shall pose a safety risk to people walking on/crossing over it or pose a hazard to wildlife such as birds, reptiles, and amphibians.

Appropriate products include, but may not be limited to:

1) Curled I Fiber net (American Excelsior)
2) Curled II Fiber net (American Excelsior)
3) AEC Premier Straw Fiber net (American Excelsior)
4) S 75 BD (North American Green)
5) S 150 BN (North American Green)
6) SC 150 BN (North American Green)
7) C125 BN (North American Green)
8) Excel S-2 All Natural (Western Excelsior)
9) Excel SS-2 All Natural (Western Excelsior)
10) Excel CS-3 All Natural (Western Excelsior)
11) Excel CC-4 All Natural (Western Excelsior)

E. Silt Fence – Silt fence consists of a permeable filter fabric that is keyed into the ground and staked beyond the toe of a slope. The fabric pools runoff,

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causing entrained sediment to settle out behind the fence while the water slowly filters through the fabric.

F. Anchors – Anchors are devices that secure erosion control materials such as fiber rolls, erosion control blankets, and silt fences.

For erosion control blankets, anchors shall be completely biodegradable, environmentally safe, and have no potential for soil and/or water contamination. Steel wire pins or staples may be approved by the User Agency's OSC if the alternative is not available or not functional. Petroleum-based plastics or composites containing petroleum-based plastics will not be approved. Materials deemed to present a hazard from splintering or spearing will not be approved. Wood stakes or stakes manufactured from wood byproducts may be approved.

Appropriate products include, but may not be limited to:

1) E-Staple (American Excelsior)

2) CF Bio Staple (CFM Corp)

3) Green Stake (Green Stake)

4) Bio-Stake (North American Green)

5) Enviro-Stake (ODC Inc.)

For silt fence, anchor posts shall be at least thirty-six (36) inches long. Steel posts should weigh no less than one (1) pound per linear foot.

For fiber roll barriers or compost filter socks, stakes shall be wooden and at least eighteen (18) inches long.

G. Netting – Netting is a manufactured product intended to secure wood chips or pine needle mulch to the soil surface.

Netting shall be one hundred (100) percent organic biodegradable and may consist of paper, jute, cotton, or wood fiber netting. Netting material shall be approved by User Agency staff prior to installation.

H. Gravel Bags – Gravel bags are intended to slow stormwater flows and trap sediment on paved surfaces.

Gravel bags shall be filled with ¾" to 1½" washed rock. Bags filled with sand will not be approved.

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9.2 Installation Standards

A. Erosion control BMPs installation shall consist of furnishing and applying erosion control materials. The work includes proper material handling, area preparation, and proper application of erosion control materials and structures.

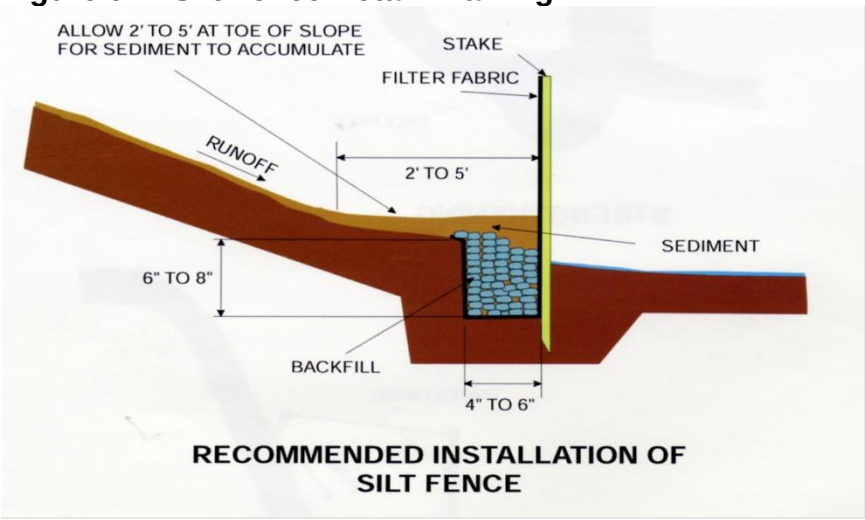
B. Area Management – Construction/demolition materials shall be stored to the maximum extent possible on paved surfaces. When this is not possible, construction/demolition materials shall be stored in areas where a future structure or other hard impervious surfaces will be constructed, such as a future building foundation or driveway.

C. Compost filter socks and fiber roll barriers – Install five (5), eight (8), or twelve (12) inch diameter compost socks as directed by User Agency's OSC. Compost socks may require stakes/anchors, depending on the application, as directed by the User Agency's OSC. Compost socks do not require trenching when used to interrupt sheet flows on asphalt, concrete, or other impervious surfaces.

D. Construction/demolition vehicles shall remain on paved surfaces to the maximum extent possible. When this is not possible, construction/demolition vehicles shall be used in areas where a rebuild of impervious surfaces will occur, such as building foundation or driveway locations.

E. Silt Fence – Install silt fences as directed by the User Agency's OSC. Six (6) inches of the fence shall be buried in a trench along the base of the fence. The posts shall be spaced a maximum of ten (10) feet apart and driven eighteen (18) inches into the soil or to refusal. Sediment shall be removed from the up-slope side of the fence when it reaches 1/3 the height of the fence. Refer to Figure 9-1 below.

Figure 9-1. Silt Fence Detail Drawing



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F. Erosion Control Blanket – Install erosion control blankets as directed by the User Agency's OSC. Starting at the top of the slope, anchor the blanket in a six (6) inch trench, backfill, and securely tamp the backfilled soil. Unroll the blanket downslope, overlapping parallel and subsequent blankets a minimum of four (4) inches. Secure blankets with anchors along with the overlaps and place a minimum of three (3) anchors per square yard. DDHTR Contractor shall determine if more anchors are required and shall be responsible for installing the erosion control blanket so that it will stay in place.

G. Fiber Roll Barriers – Install eight (8) or twelve (12) inch fiber roll barriers as directed by the User Agency's OSC. Place the fiber roll barrier in a two (2) to four (4) inch trench perpendicular to the flow path of stormwater. Drive stakes perpendicular to the ground. If required on steep slopes, drive stakes on either side of the roll and bind together with baling wire. Weighted rolls may be used as appropriate, especially on driveways. Refer to detail Figure 9-2 below. Typical installation spacing for the fiber rolls will be as follows:

1) Ten (10) feet apart for slopes steeper than 2:1 (horizontal: vertical)

2) Fifteen (15) feet apart for slopes from 2:1 to 4:1 (horizontal: vertical)

3) Twenty (20) feet apart for slopes from 4:1 to 10:1 (horizontal: vertical)

4) Fifty (50) feet apart for slopes flatter than 10:1 (horizontal: vertical)

Figure 9-2. Fiber Roll Detail Drawings for Steep Slopes, Fiber Roll Installation

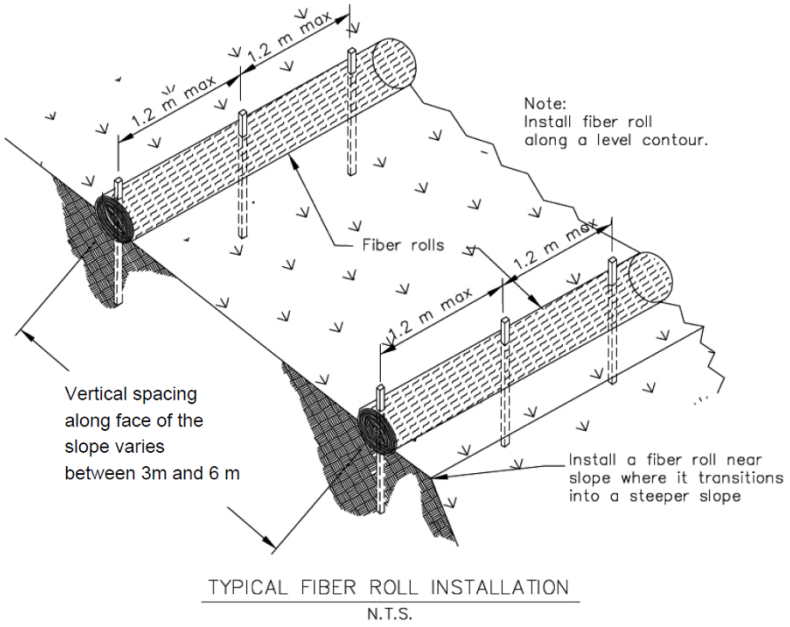
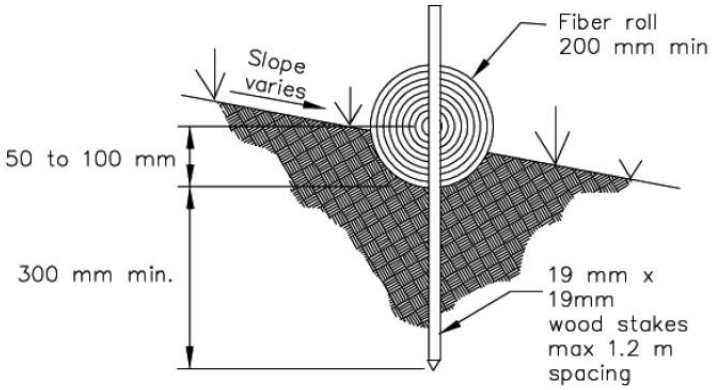


Figure 9-3. Fiber Roll Detail Drawings for Steep Slopes, Entrenchment

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ENTRENCHMENT DETAIL
N.T.S.

H. Compost filter socks - The sock shall be installed downslope of any disturbed area requiring erosion and sediment control and filtration of soluble pollutants from runoff. Compost filter socks are effective when installed perpendicular to sheet or low concentrated flow and in areas that a silt fence is normally considered appropriate. Acceptable applications include:

1) Site perimeters.

2) Above and below disturbed areas subject to sheet runoff, inter rill, and rill erosion.

3) Above and below exposed and erodible slopes.

4) Along the toe of stream and channel banks.

5) Around area drains or inlets.

6) On compacted soils where trenching of silt fence is difficult or impossible.

7) Around sensitive trees where trenching of silt fence is not beneficial for tree survival or may unnecessarily disturb established vegetation.

8) On the frozen ground where trenching of silt fence is impossible.

9) On paved surfaces where trenching of silt fence is impossible.

10) As a slope interruption device to slow runoff and reduce soil erosion.

11) As a check dam in a swale, ditch, or channel.

12) Areas where post-fire stormwater pollutants are a concern.

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I. Gravel Bags – Gravel bags or weighted fiber rolls shall be placed on the downslope edge of impervious surfaces, such as driveways. Place gravel bags in a double row in a “U” shape.

9.3 Site Approval and Final Reports (User Agency, A&M Contractor – Monitors and Documents)

Following the placement of erosion control, the User Agency’s OSC or designees will conduct final site walks of each property. The site walk will consist of a review of the ROE, Site Assessment Report, debris removal information, and other relevant information, and then conducting a site visit to verify all work has been completed to the specifications outlined herein and in the contract. The User Agency’s OSC or designee will prepare a final site walk checklist/report with sign-off signature and submit it to the County.

Additionally, the A&M Contractor will prepare a final completion report package for each property to the affected Counties that includes a copy of the initial property site assessment documents, pre-removal site photographs, final site condition photographs, certified laboratory data for the confirmation samples, and tabulated laboratory data comparing the confirmation sample results to the established cleanup goals. The report will describe the work conducted, the results of asbestos surveys/sampling, and confirmation sample results. Reports will be signed by a Certified Engineering Geologist, Professional Geologist, or Professional Engineer licensed in the State of California.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. For services satisfactorily rendered and upon receipt and approval of the invoices, the County agrees to compensate the Contractor for completed work in accordance with the rates specified herein. Contractor agrees to submit all required invoices related to this Agreement no later than 90 (ninety) days after contract expiration.

B. Itemized invoices shall be submitted with one set of supporting documentation (i.e., receipts, timesheets, etc.) not more frequently than monthly in arrears to:

Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95388

C. The Contractor agrees to send all preliminary invoice packages to Mariposa County's Assessment and Monitoring Contractor prior to submission to Mariposa County. Only one (1) county may be billed per invoice. Mariposa County's Assessment and Monitoring Contractor provides invoice package quality assurance and examination services. The Contractor and Mariposa County's Assessment and Monitoring Contractor shall resolve all deficiencies in the Contractor's invoice packages prior to submission to Mariposa County. Refer to Attachment G, Standard Invoice Template. Mariposa County will not process incomplete invoice packages. Each complete invoice package submitted to Mariposa County must include the below information:

1. Contractor's company name and address
2. Date invoice was submitted
3. Billing Period
4. Incident Name
6. Specified invoice number containing a unique ID sequence. (If there is a revision due to a dispute, a new invoice number will be required upon resubmission to the County, including a reference to the original invoice number.)
7. The overall total of invoice (Including retainage if applicable. Retention invoices must reference invoice numbers for which retention was withheld.)
8. Contract line item number/ID
9. Contract line item description
10. Work Order No. for which the cost is authorized
11. Change Order No., if applicable, for which the cost is authorized.
12. Quantity of contract line item
13. Rate of contract line item
14. Overall total of contract line item (for services billed within invoice period)

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15. Clear scanned copies of all tickets and other supporting documents relating to costs billed. Optical Character Recognition (OCR) is preferred for all PDF formatted documents
16. One (1) Copy of Excel format, one (1) copy of PDF format
18. Payment Recommendation Report by Mariposa County's Assessment and Monitoring Contractor
19. Invoice Certification Statement, signed under penalty of perjury by a duly authorized representative

2. COST BREAKDOWN

See Exhibit B.1 attached hereto.

3. PAYMENT WITHHOLD: The provisions for payment under this Agreement will be subject to a ten percent (5%) withholding. Contractor acknowledges that this Agreement is subject to ten percent (5%) withholding pursuant to Public Contract Code (PCC) section 7201. The withheld payment amount will be included in the final payment to the Contractor. The 5% withheld amount will only be released upon Mariposa County's verification of completion of all work, to the satisfaction of Mariposa County. Under no circumstances shall the withheld payment be released prior to Mariposa County's verification of Contractor's services satisfactorily rendered.

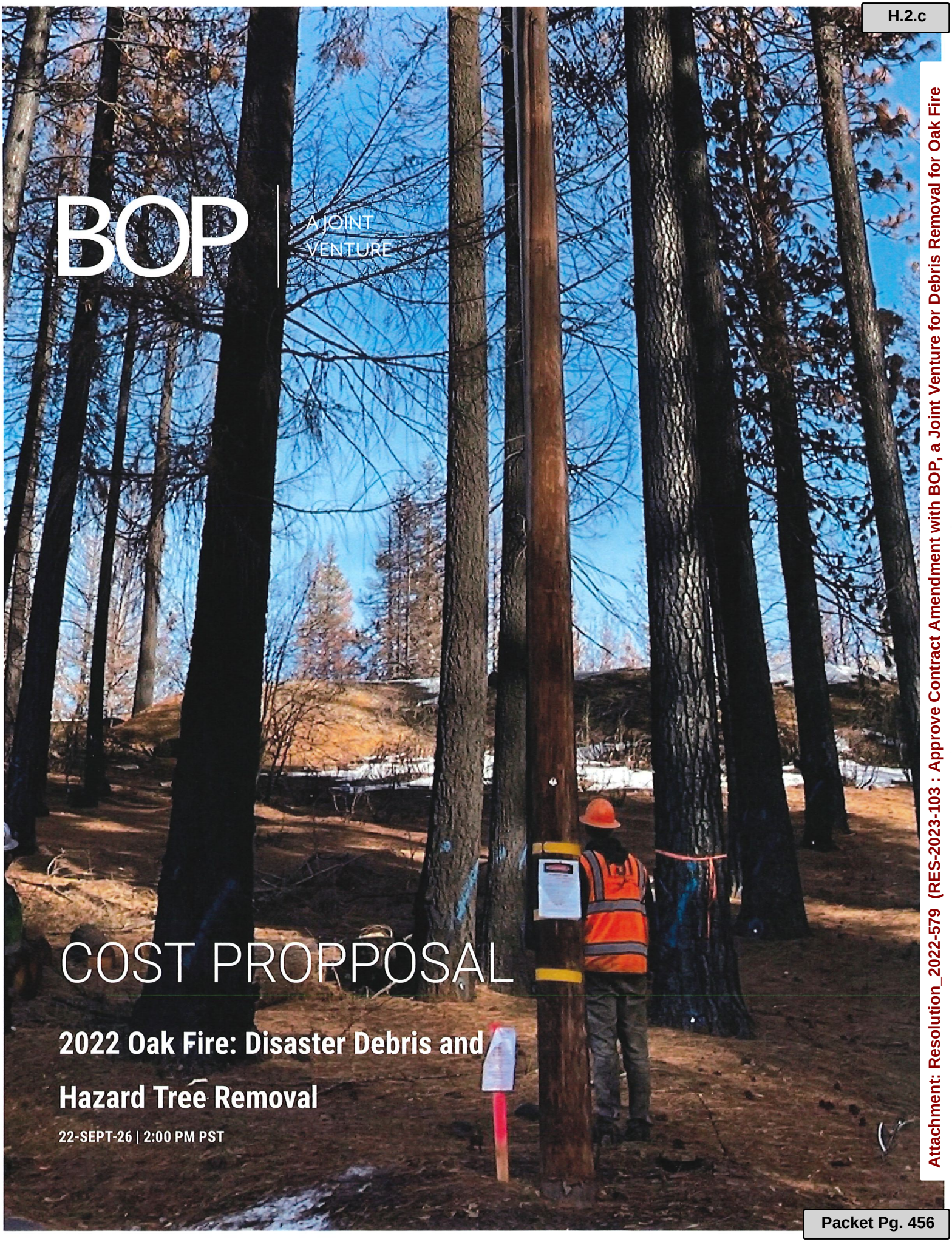
4. PAYMENT MILESTONES: Partial payment before the completion of line items will not be issued. Contractors may invoice Mariposa County only upon completion of each unit, to the satisfaction of Mariposa County. Payment Milestones represents when Mariposa County can verify that the Contractor has satisfactorily rendered services, subject to the "Payment Withhold" provisions.

Bid Item	Bid Item Description	Payment Milestone	Exhibit A Citation
1a	Mobilization (Debris Crew)	Completion of pre-deployment training and complete mobilization to the satisfaction of CalRecycle	6.17
1b	Mobilization (Tree Crew)	Completion of pre-deployment training and complete mobilization to the satisfaction of CalRecycle	6.17
2	Per Parcel Ash/Debris/Metal/Soil	Final Site Walk	7.1.2.6

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3	Per Parcel Asbestos	Interim Site Walk (ISW)	7.1.2.3, Item N
4	Rescrape	Final Site Walk	7.1.2.6
5a	Vehicles (On Parcel)	Final Site Walk	7.1.2.6
5b	Vehicles (Off Parcel)	Final Site Walk	7.1.2.6
6	Per Parcel Concrete	Interim Site Walk (ISW)	7.1.2.3, Item N
7	Tonnage Rate	Final Site Walk	7.1.2.6
8	Asbestos Yard Rate	Interim Site Walk (ISW)	7.1.2.3, Item N
9	Temporary Long Bridges	Final Site Walk	7.1.2.6
10a	NWD – Debris Crew	Upon approval of contractor's request for an NWD	refer to Bid Description 10a
10b	NWD – Tree Crew	Upon approval of contractor's request for an NWD	Refer to Bid Description 10b
11a	Delays – Debris Crew	Upon approval of contractor's request for a delay	Refer to Bid Description 11a
11b	Delays – Tree Crew	Upon approval of contractor's request for a delay	Refer to Bid Description 11b
12a	Hazard Tree Removal	Hazard Tree Removal Final Site Walk	7.2.2.2, Item K
13	Property Owner Assistance	Upon written authorization by the Debris Group Supervisor	Refer to Bid Description 13

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COST PROPPOSAL

2022 Oak Fire: Disaster Debris and Hazard Tree Removal

22-SEPT-26 | 2:00 PM PST

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BOP | A JOINT VENTURE

4740 Rocklin Road
Rocklin, CA 95677
916.251.5500

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Attachment

01 Cost Proposal

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ATTACHMENT 1 – COST PROPOSAL SCHEDULE

Cost Proposal Schedule
2022 OAK FIRE: STRUCTURAL DEBRIS REMOVAL & HAZARD TREE REMOVAL SERVICES

Complete this form and submit the original in accordance with the requirements of this RFP. Separate invoices itemizing all costs are required for all work performed under each Work Order.

*This bid represents and is to include all elements as described under "**Description Cost Proposal Schedule – Bid Items**" in Section 2.

** Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR website (https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html) for General Prevailing Wage Rates as currently determined by the August 2021 DIR prevailing wage published rates. Contractor shall be responsible for any future adjustments to prevailing wage rates, including but not limited to base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the Structural Debris and Hazard Tree removal program, or other factors.

ITEM	Description	Est quantity	Unit price		Total
1	**Mobilization and Demobilization to/fromOperational Area**				
1a	Disaster Debris Removal Crews	10	8000	Per Crew	$80,000
1b	Tree Removal Crews	5	6000	Per Crew	$30,000
2	**Per Parcel Ash, Debris, Metals, and Incidental Soil**	127	33,300	Per Parcel	$4,229,100
3	**Per Parcel Asbestos Removal and Disposal**	13	14,500	Per Parcel	$188,500
4	**Soil Removal, Re-Scrape**	30	4,225	Per Parcel	$126,750
5	**Vehicles (Burned Hulks) abatement**				

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ITEM	Description	Est quantity	Unit price		Total
5a	Vehicles Adjudicated on Parcel	276	1,250	Per Vehicle	$345,000
5b	Vehicles Adjudicated Off-site	5	1,500	Per Vehicle	$7,500
6	**Per Property Concrete**	116	2,100	Per Parcel	$243,600
7	**Tonnage Rate for Debris, Ash, Metals, Soil, and Concrete Removal from Commercial and Public Parcel**	1560	500	Per Ton	$780,000
8	**Asbestos Abatement from Commercial and Public Parcels**	24	1,780	Per Cubic Yard	$42,720
9	**Temporary Long Bridges:**	1	=1.5X Line 2	Per Bridge	$49,950
10	**Non-Working Days:**				
10a	Debris Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	$4,995
10b	Hazard Tree Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	$4,995
11	**Delays:**				
11a	Debris Removal Crews:	75	150	Per Crew/Hour	$11,250
11b	Hazard Tree Removal Crews:	50	350	Per Crew/Hour	$17,500
12	**Hazard Tree Removal:**				

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ITEM	Description	Est quantity	Unit price		Total
12	*All Hazard Trees removed*	4500	400	Per Tree	$1,800,000
OTHER PER PROPERTY SERVICES:					
13	Property Owner Assistance:	100	350	Per Hour	$35,000
			GRAND TOTAL		$7,996,860

Acknowledgment/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for Mariposa County to award an Agreement. Additional acknowledgment is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in Mariposa County documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by Mariposa County in the verification of the recitals comprising this Bid and also hereby authorizes Mariposa County to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative: Nathan Bamford Partner

Contractor Name: BOP JV

Address: 4740 Rocklin Rd.

Telephone #: 916-251-5500

City, State Zip: Rocklin, CA 95677

Email: nbamford@bamfordinc.net

Signature of Authorized Representative: NATHAN

Date Signed: 9/23/22 nch

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Attachment

02 Bidders Bond

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Joseph H Weber, Bill Rapp, Renee Ramsey, Elizabeth Collodi, Phil Watkins, Mindy Whitehouse, John J Weber, Jason March, Matthew Foster, Sara Walliser, Jennifer Lakmann, Breanna Boatright, Jessica Monlux, K Corey Ward, Deanna Quintero, Samantha Watkins, Mary Collins, Brad Espinosa, Paula Senna, Pamela Sey, Tony Clark, Kathleen Le Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of September, 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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 Placer)

On 9/26/2022 before me, Alana Banayat-Forney, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Nathan Bamford
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.

ALANA BANAYAT-FORNEY
Comm. #2398212
Notary Public · California
Placer County
Comm. Expires Mar 23, 2026

Signature Alana Banayat Forney
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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Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Bid Bond

CONTRACTOR:
(Name, legal status and address)
BOP, A Joint Venture
4740 Rocklin Road
Rocklin, CA 95677

SURETY:
(Name, legal status and principal place of business)
Zurich American Insurance Company; Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196
Western Surety Company
151 N. Franklin St., 17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Mariposa County
4639 Ben Hur Road
Mariposa, CA 95338

BOND AMOUNT: Ten Percent of the Amount bid (10% of amount bid)

PROJECT:
(Name, location or address, and Project number, if any)
2022 Oak Fire: Debris & Hazard Tree Removal Services

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of September, 2022

BOP, a Joint Venture
(Principal) *(Seal)*

(Witness)

(Title)

Zurich American Insurance Company; Fidelity and Deposit Company of Maryland; Western Surety Company
(Surety) *(Seal)*

(Witness)

(Title) Attorney In Fact
Elizabeth Collodi

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

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Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

BOP | A JOINT VENTURE

Rocklin, CA

EXHIBIT C

REQUIRED CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE PROGRAM CONTRACTS

If the President of the United States authorizes the FEMA Public Assistance Program for the 2022 Oak Fire, the following clauses shall apply to this Agreement unless California law imposes a more restrictive standard.

A. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding *paragraph (1) and the provisions of paragraphs (1) through (8)* in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

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Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

1. ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of twenty-seven dollars ($27) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. ***Withholding for unpaid wages and liquidated damages.*** The State of California shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. ***Subcontracts***. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. CLEAN AIR ACT

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1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.
2. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to Mariposa County, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars ($150,000) financed in whole or in part with Federal assistance provided by FEMA.

D. THE FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq.
2. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to Mariposa County, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars ($150,000) financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION CLAUSE

1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Mariposa County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Mariposa County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

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agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)

Contractors who apply or bid for an award of one-hundred thousand dollars ($100,000) or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf 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 accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand

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dollars ($10,000) and not more than one-hundred thousand dollars ($100,000) for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official Date

_____
Name and Title of Contractor's Authorized Official

G. PROCUREMENT OF RECOVERED MATERIAL

1. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions

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As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause.

2. Prohibitions

   a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   b. Unless an exception in paragraph 3. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

      i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

      ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

      iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

      iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions

   a. This clause does not prohibit contractors from providing—

      i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

      ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

   b. By necessary implication and regulation, the prohibitions also do not apply to:

      i. Covered telecommunications equipment or services that:

         1. Are not used as a substantial or essential component of any system; and

         2. Are not used as critical technology of any system.

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ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement

a. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph 4.a. of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph 4.b.i. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

J. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide Mariposa County, the California Governor's Office of Emergency Services, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.

3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

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4. In compliance with the Disaster Recovery Act of 2018, the Department of Resources, Recycling, and Recovery and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

K. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

L. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.

O. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1) – (5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

P. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Department of Resources, Recycling, and Recovery a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Department of Resources, Recycling and Recovery or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Department of Resources, Recycling, and Recovery data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Department of Resources, Recycling, and Recovery.

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ATTACHMENT C – Reference Documents
http://bit.ly/3KZcjsm

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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
www.mariposacounty.org

REQUEST FOR PROPOSALS
September 8, 2022

2022 Oak Fire: Disaster Debris & Hazard Tree Removal Services

NOTICE TO PROPOSERS

The County of Mariposa is seeking proposals from qualified contractors to review and respond to this Request for Proposal titled "2022 OAK FIRE: DISASTER DEBRIS AND HAZARD TREE REMOVAL SERVICES". The County anticipates awarding one (1) Agreement to perform work within Mariposa County.

EMERGENCY SOLICITATION: Mariposa County is soliciting this Agreement under the authority of Ordinance No. 1178 adopted August 30, 2022.

PROCESS SCHEDULE: This process will be conducted according to the following tentative schedule, where all times are Pacific Time:

SCHEDULE	DATE
Advertisement Date	September 8, 2022
Mandatory Pre-Proposal Conference @ 8:00 A.M.	September 15, 2022
Written Questions Due by 5:00 P.M.	September 20, 2022
Sealed Proposals Due before 2:00 P.M.	September 26, 2022
Public Cost Proposal Opening @ 2:00 PM	September 26, 2022
Notice of Intent to Award Announced (estimated)	October 4, 2022

SERVICES NEEDED: The County will manage coordinated Structural Debris and Hazard Tree Removal Operations in an expedited manner while protecting public health and safety and the environment.

Structural Debris Removal Function: This work will include the preparation, removal, transport, and recycling or disposal of metals, ash, debris, concrete foundations and flatwork, potentially dangerous trees, and contaminated soil on residential properties included in the Structural Debris Removal Function. For the Structural Debris Removal Function, a "potentially dangerous tree" is defined as a tree that poses a risk to debris removal and hazard tree removal crews. These trees are removed at the contractor's expense.

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Some commercial properties will also be included in this program at the direction of the County. These properties will be addressed in Item 7 and Item 8 of the Cost Proposal Items. Receiving facilities will be identified by the proposer. A list of landfills that are capable of accepting ash and debris from these Operations is included in Attachment C, Reference Documents. Even though the contractor may be engaged in making arrangements for using receiving facilities or temporary facilities, and providing recommendations on receiving or temporary facilities to the County, the County will ultimately be directing the use of receiving facilities for contractors to use on these operations.

Currently, the County estimates that 127 residences were destroyed in the Oak Fire. The estimated residential properties listed above are only preliminary estimates; actual quantities of structures are not guaranteed and may vary from the estimates substantially, either higher or lower, after the contract is awarded.

Hazard Tree Removal Function: In addition to the Structural Debris Removal Function, and for the purposes of addressing the immediate threat to public safety due to hazard trees, the County has also authorized a Hazard Tree Removal Function. For this program, a "Hazard Tree" is defined as stated in "Abbreviations and Definitions."

The County estimates that 4,500 hazard trees will be eligible for removal under this Function. This is only a preliminary estimate; actual quantities of hazard trees are not guaranteed and may vary from the estimates substantially, either higher or lower, after the contract is awarded. Some factors that may cause a change in hazard tree count include, but are not limited to:

- The number of hazard trees estimated is under or overestimated.
- The actual number of hazard trees to be removed will be determined by the County's Assessment and Management Contractor's arborists.
- The participation rate for private property owners in the Consolidated Debris Removal Program is less than 100 percent.
- Other unforeseen factors at the time of this RFP publication.

Combined Programs: Participation in the County's Consolidated Debris Removal Program (County Program) is voluntary. Property owners are required to complete and sign a Right of Entry (ROE) permit to participate in the County Program. The ROE permit is the enrollment mechanism and authorizes the County and its contractors to perform work. Public entities may also enroll parcels in the County Program. The County does not control nor guarantee the ultimate number of ROE permits received. As a result, the County also does not control or guarantee the number of enrollees in the County Program.

None of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by the County. The scheduled duration of the work is also not guaranteed by the County. The quantity of Structural Debris and/or Hazard Trees removed as part of these operations and applicable to this RFP is subject to change based on the discretion of the County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County program, and other unanticipated factors. Potential proposers are advised to submit proposal schedules accordingly as no rate changes will be allowed for quantity variations.

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The deployment of Structural Debris or Hazard Tree removal crews will be dictated by Mariposa County's Debris Removal Operations Center (DROC) based on the ROEs received and operational needs. The anticipated deployment schedule for these crews is listed in the Sample Standard Agreement (Attachment B), Exhibit A, Section 11 "Operational Milestones and Mobilization Requirements."

CONTRACT TERM: The term of the agreement will span approximately six (6) months and the anticipated start date is October 10, 2022, subject to the County's Notice to Proceed**.**

CONTRACT BUDGET: Subject to the availability of funds and approval by the County, the total estimated cost is $12,000,000.00.

The County reserves the right to amend the budget for the agreement represented by this RFP as needs arise.

QUALIFICATIONS: Proposer must demonstrate that proposer and proposers' firm (or joint venture) is qualified to perform the work as described herein, which includes, but is not limited to, prior project/work experience completing a minimum of three (3) projects of similar size (or larger) and scope within the previous five (5) years, performing as either a prime contractor or subcontractor. See Attachment(s) 6 and 7 to demonstrate this requirement.

DBE: The County affirms that in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this RFP.

LICENSES REQUIRED TO PROPOSE: All required licenses, certifications, and registrations must be current and active at the time of proposal submission. All required licenses, certifications, and registrations must be maintained in good standing throughout the term of the agreement. Lapses occurring after proposal submission may be grounds for disqualification or contract termination.

CSLB License: The prime contractor (the joint venture if the bid is submitted by a joint venture) must possess a valid and active Contractors State License Board (CSLB) General Class A, General Engineering license with a Hazardous Substance Removal Certification (HAZ) issued by the State of California. Subcontractors cannot be used to fulfill this requirement.

DIR Registration: The prime contractor (and each individual member of a joint venture, if the proposal is submitted by a joint venture) must be currently registered with the Department of Industrial Relations (Labor Code sections 1725.5, 1771.1).

LTO: The prime contractor or a subcontractor must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A"). If joint venture, a minimum of one individual member must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A").

Proposed subcontractors felling trees must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A").

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The LTOs must also be capable of directionally falling timber away from structures, power lines, and roadways in urban and semi-urban settings. If the LTO is required to fell trees in proximity to power lines, the LTO shall be pre-approved or pre-certified to do so by the local electric utility.

LTOs will be checked against CALFIRE License List (ca.gov). Proposers are advised to verify the listing prior to proposal submission.

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on the date and time indicated in the PROCESS SCHEDULE. Proposers must attend the entire meeting in order to be eligible to propose.

The mandatory pre-proposal conference will be held in-person at the Mariposa County Board of Supervisors Chambers, 5100 Bullion Street, Mariposa, CA 95338 in the conference room. Following the Pre-Proposal Conference, proposers are invited to survey the burned area from public roads (proposers may not enter private properties unless authorized to do so by the landowner).

SEALED PROPOSAL PACKAGE: The County will receive sealed proposal packages at the Mariposa County Board of Supervisors Chambers, 5100 Bullion Street, Mariposa, CAby the date and time indicated in the Process Schedule. Refer to Section 1, INSTRUCTION TO PROPOSERS for Proposal Package contents and submission instructions.
Mariposa County must receive packages delivered in person before the Sealed Proposal Package due date and time as noted in the Process Schedule section of this RFP.

It is the responsibility of the Proposer to ensure timely delivery of the proposal package Proposers hand-delivering their proposal package should allow extra time for potential delays, such as traffic and sparse parking. The proposals shall include all the requirements of this RFP and comply with any addenda issued prior to the proposal submission deadline.

PUBLIC COST PROPOSAL OPENING: A public cost proposal opening will be held on the date and time listed in the Process Schedule at the Mariposa County Board of Supervisor Chambers, 5100 Bullion Street, Mariposa, CA. At the public proposal opening, all qualified proposals received will be opened and recorded onto a Preliminary Cost Proposal Tabulation, which will be posted to the County's contracts website at https://www.mariposacounty.org/bids.aspx under the solicitation following the proposal opening.

WORK SCHEDULE: Contractors selected under this RFP shall be ready to commence mobilization upon issuance of a Notice to Proceed (NTP). The overall intent of the operation is toremove all eligible Structural Debris from private, commercial, and public properties with approved ROEs, and remove, process as necessary, and transport right-of-way and/or private property hazard trees to currently operating and permitted recycling, disposal, and wood materials end-use facilities permitted to receive the wood materials according to all applicable laws.

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The removal of bulk debris is anticipated to be completed by November 30, 2022, with remaining field work lasting an additional four (4) months for a total agreement term of six (6) months.

Structural Debris and Hazard Tree removal work will generally be authorized Monday through Saturday from the hours of 0700 to 1800 or as directed by the County. Every fifth Saturday will be a non-working day and considered a safety stand-down day. The parameters for workdays are further defined in the “Abbreviations and Definitions” section of this RFP.

AGREEMENT: The Contractor is required to deploy crews, as directed by the County, to meet the number of operational crews as listed in the Sample Standard Agreement (Attachment B) Exhibit A, Section 14 "Operational Milestones, Mobilization Requirements, and Metrics." If a contractor fails to provide the stated number of crews (for either Program), within the timeframe noted for each milestone or directed by the County, the County reserves the right to terminate the agreement and enter into a new agreement with the next lowest proposer. In the event that theCounty terminates an Agreement for causethe County reserves the right to contract with the next lowest proposer and charge the difference in price to the Contractor.

LABOR CODE: Where applicable, pursuant to California Labor Code, Section 1774, the contractor to whom the contract is awarded, and any subcontractor under them, shall pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract.

PAYMENT WITHHOLD: The provisions for payment under the agreement will be subject to a five percent (5%) withholding. Contractor acknowledges that the agreement is subject to five percent (5%) withholding pursuant to California Public Contract Code (PCC) section 10346. The withheld payment amount will be included in the final payment to the contractor. The 5% withheld amount will only be released upon the County’s verification of completion of all work, to the satisfaction of the County. Under no circumstances shall the withheld payment be released prior to the County’s verification of contractor’s services satisfactorily rendered.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA): If FEMA Public Assistance is authorized for the Oak Fire, the contractor shall comply with all FEMA Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 C.F.R. sections 200.317-327. The County will notify the Contractor if FEMA Public Assistance is authorized.

MARIPOSA COUNTY CONTACT INFORMATION: In the opinion of the County, this RFP is complete and without the need for explanation. However, if you have questions, or need any clarifying information, contact the contract administrator for this RFP as listed below.

Please note that no *verbal* information given will be binding upon the County unless such information is issued in writing as an official addendum.

Mailing Address
Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338
Attn: Engineering Division

RFP Contact
Matthew Hespenheide, County Engineer
Email: mhespenheide@mariposacounty.org
Phone: (209) 966-5356

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ABBREVIATIONS AND DEFINITIONS

General

Unless the context otherwise requires, wherever in this solicitation or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity and is intended to refer to persons of either sex.

ADA	Americans with Disabilities Act
APN	Assessor’s Parcel Number
Cal EPA	California Environmental Protection Agency
CCR	California Code of Regulations
C.F.R.	Code of Federal Regulations
CM	Contract Manager
DROC	Debris Removal Operations Center (interchangeable with “Incident Management Team”)
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
FPR	Forest Practice Rules
GC	Government Code
IMT	Incident Management Team (interchangeable with “Debris Removal Operations Center”)
LTO	Licensed Timber Operator
OSDS	The Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)
PCC	Public Contract Code
PPDR	Private Property Structural Debris Removal– a FEMA defined term
ROE	Right of Entry
SB	Small Business
SOW	Scope of Work
U.S.C.	United States Code

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Definitions

214 Forms (ICS 214 Forms): The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation and a reference for any after-action report.

Agreement: The written agreement covering the performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the Standard Agreement, RFP, Exhibits, Bid submittal, general and specific terms and conditions, Work Orders, and supplemental agreements, which may be required to complete the work in a substantial and acceptable manner.

Assessor's Parcel Number (APN): The unique number assigned to each parcel of land by the county tax assessors. Refer to *Site.*

Assessment & Monitoring Contractor (also A&M Contractor, A&M Consultant, or Consultant): The person or persons, firm, partnership, corporation, or his or their legal representatives or designee or combination thereof, which has entered into an Agreement with Mariposa County to assess and monitor the contractor(s) compliance with the Scope of Work.

Bay: Individual residence within an APN. Typically applies to mobile home/trailer park properties.

Cal EPA: The California Environmental Protection Agency.

Mariposa County Staff: Staff of the County of Mariposa.

Change Order: A change order is a legally binding document used to change the contract for revised scope of work and/or time. A valid, fully executed change order requires the signature of both Mariposa County and the Contractor signifying mutually agreed-upon terms.

Cleanup Goal Report: The A&M Contractor shall develop a cleanup goals report based on local soil samples to each burn scar included in each Operation and on state and federal standardized environmental cleanup requirements. Scope of Work consists of collecting soil samples from across the fire impacted areas. Background levels of heavy metals are considered when determining cleanup goals to ensure that resources are not allocated to removing soil concentrations that may be above the health-based standards but are not related to the debris from the incident.

Community Costs: Operational labor, materials, and other related costs that cannot be directly attributable to any specific property as part of the Operations.

Contract Manager (CM): A person designated by Mariposa County to manage performance under a contract.

Contractor: A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

Contractor's Environmental Compliance Liaison (ECL): DDHTR Contractor's staff responsible for ensuring that the DDHTR Contractor meets all of the environmental permit requirements and all EPP BMPs are properly implemented, as described in Exhibit A.

The ECL shall possess a Bachelor's Degree (or higher degree) in environmental science, geography, environmental engineering, or another applicable field of science.

Contractor's Registered Professional Forester (RPF) Liaison: The Contractor's RPF Liaison will oversee, monitor, and manage the hazard tree removal operations and related activities for the Contractor,

within their respective contract area, and make sure their Operation follows the Forest Practice Rules, all applicable timber harvest documents, and the EPP, as described in Exhibit A.

Crew:

Structural Debris Removal Crew: A "crew" is defined relative to a standard structural debris removal crew, which includes four (4) personnel (two operators and two labor personnel), all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

Hazard Tree Removal Crew: A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees.

One (1) crane or rubber tired and/or rubber tracker bucket rig

A. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher
B. One to two (1 – 2) laborers for processing fallen timber
C. One (1) skid steer or excavator for handling timber onsite
D. One (1) track or tow-behind chipper
E. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

Mariposa County may approve alternate crew makeups if the DDHTR Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew consists of between two (2) and seven (7) DDHTR Contractor personnel.

These crews will also include all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

Day: Unless otherwise indicated, a "day" or "days" refers to a working day(s), Monday through Saturday.

Disabled Veteran Business Enterprise (Certified): A business that has been certified by the State of California, Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as Disabled Veteran Business Enterprise (DVBE) as defined in Military and Veterans Code 999 et. seq. and 2 California Code of Regulation (CCR) 1896.60.

Disaster: "Disaster" means fire, flood, storm, tidal wave, earthquake, terrorism, epidemic, or other similar public calamities that the Governor determines presents a threat to public safety. (19 CCR section 2900(g))

Disaster Debris and Hazard Tree Removal (DDHTR) Contractor: The Contractor hired to remove disaster debris and hazard trees under this Agreement.

Duly Authorized Representative: Means the duly authorized employee of the Contractor that has the authority to represent the Contractor and sign documents pertaining to the Contracts and submit invoices to Mariposa County.

Easement: A legal right to cross or otherwise use another's land for a specified purpose. An easement may be expressed or implied.

Federal Assistance: "Federal Assistance" means aid to disaster victims or local agencies by the federal government pursuant to federal statutory authorities. (19 CCR section 2900(m))

Finance & Administration Team: Mariposa County staff responsible for finance and administration tasks related to this Agreement.

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Finance Section Chief/Finance Unit Leader: Mariposa County employee who tracks Operation-level costs and reimbursements for the Operation. The Finance Section Chief/Finance Unit Leader may also serve as the Contract Manager. One or more Deputy Finance Section Chiefs/Assistant Finance Unit Leaders may be assigned as needed.

Hazard Tree: A tree so damaged by a fire that it possesses an imminent threat of falling onto public Right-of-Way (ROW), other improved public property, or other infrastructure – as approved by the Incident Management Team (IMT). See the Special Provisions for additional criteria.

Holidays: Those days designated as State holidays in the Government Code.

Incident: See *Operation*.

Incident Action Plan (IAP): A formal plan which documents incident goals, operational period objectives, and the response strategy defined by incident command during response planning. It contains general tactics to achieve goals and objectives within the overall strategy, while providing important information on event and response parameters.

Incident Commander: The person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The incident commander sets priorities and defines the organization of the incident response teams and the overall incident action plan.

Incident Command System: A standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Incident Management Team (IMT): Designated personnel who provide support to incident management at the Incident or Branch Level. Includes the Director, Planner, Debris Group Supervisor, Finance Unit Leader, and Logistics Unit Leader, and their respective designees.

Individual Property Cost: Operational labor, materials, and other related costs that can be directly attributable to a specific property for which such costs were expended as part of the Operations.

Legal Holiday: See *Holidays*.

Lot: See *Site.*

LTO: Licensed Timber Operator

Notice to Proceed: A Notice to Proceed (NTP) is a notification from Mariposa County informing the Contractor it shall begin work under the Operation.

National Environmental Policy Act (NEPA): “NEPA” means the National Environmental Policy Act (Title 42 United States Code section 4321 et seq.). (19 CCR section 2900(s))

Operation: The full scope of work of Structural Debris Removal and Hazard Tree Removal services described in Exhibit A and the Special Provisions. May also be referred to as “Incident” or “Project”.

Operational permits enforced by CalFire: Forest Practice Rules (FPR) under 14 CCR 1104.1(b) (Public Agency, Public and Private Utility ROW Exemption) and 14 CCR 1038(b) (10% Dead, Dying, Diseased Trees) or the NEW 2020 Exemption 14 CCR 1038(g) (Post-Fire Recovery Exemption).

Operations Section Chief: Oversees and directs all tactical staff and operations for the Structural Debris and Hazard Tree Removal Operations throughout the Operational area. For this agreement, used interchangeably with Debris Group Supervisor (DGS).

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Operations Superintendent: Reports to the Contractor's field supervisor who is responsible for overseeing/directing and supporting multiple DDHTR crews, as determined by the Project Manager.

Over Excavation: "Over Excavation" occurs when the IMT designates a property as having had an unreasonable amount of material removed for site conditions. The IMT may base an Over Excavation determination upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and/or other available information.

Parcel: See *Site*.

Planning Section Chief: Works directly with the Incident Commander, to plan and coordinate Debris and Hazard Tree Removal resources for the multiple activities throughout the Incident Management Team. For this agreement, used interchangeably with Branch Planner (BP).

Programs: The Structural Debris Removal Program or the Hazard Tree Removal Program.

Project: Refer to *Operation*.

Program Manager: In addition to the responsibilities described in the Description of Work, the Program Manager is the DDHTR Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Program Manager prior to submittal to Mariposa County.

Property: See *Site.*

Public Cost Proposal Opening: A public meeting, where the sealed cost proposal is submitted by a Proposer on an advertised Operation, is opened, and a determination is made as to the apparent low proposer.

Rejected Load: A "Rejected Load" occurs when either: 1) A receiving facility refuses to accept a load as classified, or 2) the IMT designates a load as being misclassified. The IMT may base a determination of designation of a load as being "misclassified" upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and other available information.

Resource Monitors: Professional staff, including Registered Professional Foresters, biologists, and archaeologists, provided by the A&M Contractor that will assist in the oversight and implementation of the EPP and Timber Harvest Documents during the Operation for the purpose of protecting the environmental and cultural resources present. Local tribal nations may also provide tribal monitors to assess for native artifacts that DDHTR Contractors' ground-disturbing activities may unearth.

Right of Way (ROW): "Right-of-way" generally means that portion of real property granted to a public or quasi-public entity to utilize said property for public street, drainage, or utility purposes.

Right-of-Way Segment: A reasonable Operational portion of a public right of way.

Right of Entry (ROE): "Right of Entry" refers to the Operational staff to access private property (parcel of land) with permission via the ROE form.

Scope of Work: The description of work required of a contractor by the awarding agency.

Section 106: Section 106 of the National Historic Preservation Act and all associated statutes and regulations, including 36 CFR 61.

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Site: A building or facility, or group of contiguous buildings or facilities with common ownership and within a single APN. A Site may include a “Property,” “Lot,” “Bay,” or “APN” as defined in this Agreement (modified, 19 CCR section 2900(gg)).

Small Business (Certified): A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC section 14837 and 2 CCR section 1896.

State Contract Law: The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

State Eligible Costs: “State Eligible Costs” means all Operation costs eligible under Government Code sections 8680 et seq., and shared costs of Operations deemed eligible for federal public assistance, after offsetting applicable credits. (19 CCR section 2900(kk)).

Stormwater Specialist: The DDHTR contractor will assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities, will manage NPDES compliance, and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

Subcontractor: A person or entity which contracts with the Contractor to perform all, or a portion of the work as specified in the Scope of Work.

Task Force: Unit and organizational element having functional responsibility for a specific activity.

Title 22 Metals: California Code of Regulation (CCR) Title 22 (also known as the California Administrative Manual {CAM-17}) metals include: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.

Work Authorization: See *Work Order*.

Workday: For the purposes of this Operation, a workday includes reasonable time required to support daily on-site Structural Debris removal operations, including, but not limited to, health and safety briefings, beginning and end of shift briefings, and all-hands safety meetings.

The IMT will determine operational hours for each operational period. Generally, the operational hours will be 7:00 AM to 6:00 PM, unless otherwise designated by the IMT. Workdays are each day from Monday through Saturday except state holidays approved by the IMT and every fifth Saturday, which shall be a Safety Stand-down.

Work Order: A contract document Mariposa County uses to direct contractors on when and where services are necessary. Work Orders detail activities to be completed within the Scope of Work, not to exceed cost, and provide a schedule for completion. The Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order. A Work Order shall be executed according to the procedures of the “Work Authorization” clause of Exhibit D. The terms “Work Order” and “Work Authorization” are interchangeable.

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SECTION 1 – INSTRUCTION TO PROPOSERS

1. Introduction

There are conditions that this RFP, submitting Proposers, Proposals, and resulting Agreements are subject to and/or required to comply with. Proposer shall examine these instructions carefully and respond to the solicitation requirements prior to proposal.

All costs resulting from the Contractor's participation in the RFP process are at the Contractor's expense. No costs incurred by the Contractor participating in the RFP process will be reimbursed by Mariposa County.

Proposers shall be aware of the requirements of codes referenced in the Proposal Requirements and in the Contract documents. Proposers may access the codes included in State law through publications or through the internet at https://leginfo.legislature.ca.gov/faces/codes.xhtml

The terms "Bid/Bidder" are used interchangeably and are synonymous with the terms "Proposal/Proposer" for the functional purposes of document.

2. Commitment

Proposer acknowledges and commits that Proposer will, if awarded contract, be in full compliance with all items noted in this RFP and the following contract documents located in the Sample Standard Agreement attached hereto. These include:

- All items noted in the RFP documents
- Sample Standard Agreement, (Attachment B), Exhibits A through C
- Reference Documents, Attachments C

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposer that reserves a right to negotiate, submits a counteroffer, or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of Mariposa County and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

If the Proposer fails to meet any of the requirements or comply with Mariposa County requests, Mariposa County can reject, disqualify, or remove the firm from the process. Mariposa County is not committed to awarding an Agreement resulting from this RFP.

3. Competence of Proposers

3.1. Business Entity

Proposer and/or Proposer's firm must be in good standing and currently hold any/all required licenses and permits to perform/conduct business in the State of California. If a sole proprietorship, be registered with the city, county, or other local government entity in which the principal place of business is located.

3.2. License

Proposer may only propose work for which Proposer is properly licensed. Refer to NOTICE TO BIDDERS for License Requirements to submit a proposal.

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3.3. Suspension and Debarment

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Mariposa County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Mariposa County including but not limited to suspension and/or debarment.

The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions."

4. Proposer Considerations

4.1. Proposer Responsibility

Proposer shall carefully examine the Proposal Schedule and the Sample Standard Agreement (Attachment B), Exhibit A, Scope of Work.

By submitting a proposal, Proposer acknowledges that the Proposer understands the character, quality, and quantity of Work insofar as this information is reasonably ascertainable from inspection of the work site and Specifications. In addition, Proposer acknowledges that the mandatory pre-proposal conference and Q&A Period(s) offer Proposers timely opportunities to seek Mariposa County's clarification prior to proposal submission.

Failure of Proposer to acquaint themself with available information will not relieve the proposer from responsibility for estimating properly the difficulty or cost of successfully performing the work.

4.2. Mandatory Pre-Proposal Meeting

Proposers must attend the entire meeting as described in the NOTICE TO BIDDERS in order to be eligible to proposer.

4.3. Public Information

Upon final proposal opening, all documents submitted in response to this RFP will become the property of Mariposa County and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. Mariposa County cannot prevent the disclosure of public documents; however, the contents of all proposals, correspondence, agenda, Proposer's memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal shall be held in the strictest confidence until the contract is awarded. **Mariposa County will**

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disregard any language purporting to render all or portions of any proposal package confidential.

All information obtained or produced during the course of the Agreement will be made available to Mariposa County.

Any information obtained or produced during the course of the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Contractor prior to submission to Mariposa County.

Mariposa County will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the Contractor to the extent allowable by the California Public Records Act and the Public Contract Code

4.4. Electronic Waste Recycling

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

4.5. Use Tax

If during the course of the Agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of sections 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to section 10295.1 of the Public Contract Code.

5. Rules and Conditions

5.1. Written Questions and Answers

Proposers needing clarification of the requirements of this solicitation may submit questions to Mariposa County. Refer to the Process Schedule on the NOTICE TO BIDDERS for deadline requirements. All inquiries must be received no later than **Date and Time as indicated on NOTICE TO BIDDERS,** regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

Oral communications with Mariposa County officers and employees shall be non-binding on the County and shall in no way excuse the Proposer of any obligations as set forth in this package. If Proposers have any questions pertaining to this particular solicitation, all communication should go through Mariposa County's identified point of contact (see NOTICE TO BIDDERS)..

E-mails and/or faxes MUST be clearly marked:

"**Questions Relating to OAK FIRE DEBRIS REMOVAL SOLICITATION**"

The questions and answers will be published in an Addendum to the RFP.

5.2. Addenda

Mariposa County reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to Mariposa County prior to the deadline for submission of written questions. Mariposa County will issue addenda to address such issues. Addenda will be

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available on the Mariposa County webpage for this particular solicitation at https://www.mariposacounty.org/bids.aspx.

6. Proposal Package Submission

Failure to follow the instructions contained in this document may be grounds for the rejection of a Proposal. Mariposa County may reject any Proposal if it is conditional, incomplete, or contains irregularities.

Mariposa County may waive an immaterial deviation in a Proposal if deemed in the best interest of Mariposa County. Waiver of an immaterial deviation shall in no way modify the RFP requirements or excuse the Contractor from full compliance with the Agreement requirements.

6.1. Final Proposal Package Content

Proposer must submit the proposal information on the forms provided by Mariposa County (included in this RFP) or included by reference to downloadable form, as indicated on Attachment A, Required Proposal Package Checklist.

Proposal Packages not submitted on the provided forms will be considered non-responsive. All required signatures must be original "wet" signatures by the individual who is legally authorized to contractually bind the Proposer.

Additional Proposal Requirement Documents are supplied by the proposer to establish the responsibility of the proposer. See Section 2, Bid Submittal Items and Descriptions, for detailed additional bid information.

6.2. Proposal Package Submittal Instructions

It is the sole responsibility of the Proposer to see that its bid is received in proper time. Proposal Packages received after the scheduled closing time for receipt of proposals will be returned to Proposer unopened.

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

The remaining Bid Documents shall be submitted in the same order as they appear on Attachment A, Required Proposal Package Checklist.

Failure to submit any of the required documents may be deemed non-responsive, and the bid may be rejected. Deviation of the order of bid submittal documents may result in your bid being deemed non-responsive.

Proposal Packages shall be submitted under sealed cover, must clearly state that it is in response to this RFP. Attachment 1, Cost Proposal Schedule, and Bidders Bond shall be submitted under separate sealed cover.

Bid Packages shall be submitted as directed below:

SINGLE PACKAGE CONTAINING:

1. One (1) unbound reproducible original Proposal Package marked "Original" containing all Attachments and Additional Proposal Requirements **except Attachment 1, Cost Proposal Schedule and Bidders Bond.**
2. One (1) Electronic copy (USB flash drive) of Proposal Package in Adobe Acrobat format containing all Attachments and Additional Proposal Requirements**.** (Proposal is

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responsible for ensuring that the electronic copy is formatted in Adobe Acrobat Reader and viewable by Mariposa County. For any discrepancy, the original Proposal Package is considered the master.)

3. One (1)**, Attachment 1, Cost Proposal Schedule and Bidders Bond *UNDER SEPARATE SEALED ENVELOPE MARKED "COST PROPOSAL – DO NOT OPEN".*** Proposal Package must have the following identifier printed clearly on the package:

2022 OAK FIRE: DISASTER DEBRIS & HAZARD TREE REMOVAL SERVICES
COST PROPOSAL - DO NOT OPEN

Failure to do so may result in a premature opening or failure to open such a bid. Bid Packages improperly marked may be considered non-responsive. Bids received after the bid submission date and time deadline will be considered late and returned to the Bidder unopened.

6.3. Withdrawal and Modification of Proposal Package

Proposals may be withdrawn prior to the deadline for Proposal submissions noted in the NOTICE TO PROPOSERS, provided that a request in writing, executed by Bidder or Bidder's authorized representative, for withdrawal of such bid is filed with Mariposa County via electronic submission or to Mariposa County's physical address as listed in the NOTICE TO PROPOSERS. Withdraw of a proposal shall not prejudice the right of a Bidder to file a new proposal.

A Proposal Package submitted prior to the submittal deadline may be modified by the submitting Proposer. The Proposer must:

- Provide a written request to the contact person listed in the NOTICE TO PROPOSERS.
- The written request must identify the requesting individual and their association to the Proposer

Bids cannot be withdrawn or modified after the submittal deadline has passed.

6.4. Errors in Submittals

An error in a Proposal Package may be cause for rejection of that Proposal. Mariposa County may make certain corrections, if the Proposer's intent is clearly established based on a review of the complete Proposal.

7. Proposal Evaluation and Public Cost Proposal Opening

7.1. Public Cost Proposal Opening

At the date and time specified in the NOTICE TO PROPOSERS, Mariposa County will conduct the Public Cost Proposal Opening. The Public Cost Proposal Opening will be conducted at Mariposa County Public Works, 4639 Ben Hur Road, Mariposa, CA. Mariposa County will tabulate the results from the Public Cost Proposal Opening and determine who is the apparent low bidder.

7.2. Evaluation of Proposals

Following the Public Cost Proposal Opening, Mariposa County will evaluate each Proposal and determine whether the Proposal evidences that the Proposer meets the minimum qualifications of this RFP. Mariposa County will evaluate Proposals on a pass/fail basis. To receive a "pass" score and be considered responsive, the Proposal must comply with all requirements in this RFP. If a Bid package does not meet all of the requirements set forth

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in this RFP, it may be considered non-responsive and rejected from further competition. Once Mariposa County has completed the evaluation of all proposals, it will publish a Notice of Intent to Award signalling who the lowest cost responsive proposer is.

7.3. Rejection of Proposals

All proposals may be rejected whenever the determination is made that the proposals received are not competitive, when the cost is not reasonable, when the cost exceeds the amount expected, or when it is determined to be in the best interest of the County.

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal;
- The proposal submittal is unsigned;
- The Cost Proposal Schedule is not prepared as required by the RFP;
- Non-compliance with Labor Code section 1771.1(a) (DIR registration for Prime and Subcontractors required);
- Any items or information required by the RFP are not included with the submittal;
- All published addenda are not acknowledged;
- There are undisclosed, inaccurate, or incomplete disclosures of conflicts of interest.

Mariposa County reserves the right to reject a proposal as nonresponsive if the prices in the proposal are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the proposal will result in the lowest overall cost to the Mariposa County even though it may be the low evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

No proposal may be rejected arbitrarily or without reasonable cause.

8. Award of Contract

Award of these Agreements will be to the lowest responsive responsible Proposers meeting all of the RFP requirements.

Mariposa County reserves the right not to award an Agreement.

The deployment timeline for this Agreement, which is identified in Section 14, “Operational Milestones, Mobilization Requirements, and Metrics” of Exhibit A (Attachment B), will begin immediately upon delivery of the Notice to Proceed. The identified timeframes will be strictly enforced.

9. Post Award and Contract Execution

Awarded Contractor and the resulting contract will be subject to the provisions in this RFP and the Sample Standard Agreement (Attachment B).

9.1. Governance

If any provisions of the Agreement resulting from this RFP are found to be unlawful or unenforceable, then such provisions will be voided and severed from the Agreement without affecting any other provision of the Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

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The Agreement is governed by and shall be interpreted in accordance with the laws of Mariposa County and the State of California.

All proceedings concerning the validity and operation of this RFP, or the Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Mariposa County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and the place where the obligation is incurred is Mariposa County, California.

The person signing the Agreement on behalf of the Contractor must certify under penalty of perjury under the laws of California that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1 and is eligible to sign an Agreement with Mariposa County. This will be certified on Attachment 2, Bidder Certification.

9.2. Post Award Requirements

Upon Award, Awarded Contractor shall submit and comply with the following:

Performance and Payment Bonds

Awarded Contractor shall furnish bonds, each in the amount of 100 percent of the maximum contract amount, covering the faithful performance of the Contract and payment of obligations arising thereunder.

Insurance

Awarded contractor shall furnish to the County, concurrently with Award of the Contract, evidence of the required insurance meeting the conditions set forth in Sample Standard Agreement (Attachment B).

9.3. Contractor Signature

The Contract shall not be binding upon the County until it is executed by the Contractor and the County. Contract documents required for the execution of the Contract consist of the document included herein as Sample Standard Agreement (Attachment B).

Should the Contractor begin work in advance of receiving notice that the Contract has been approved, any work performed in advance of the date of Notice to Proceed (NTP) shall be considered as having been done at risk as a volunteer. In no event shall the Contractor commence work until the Contractor has received notification from the County that the certificate of insurance has been approved.

10. Bidder Certifications and Acknowledgements

By submitting a bid, Bidder certifies and acknowledges the terms, conditions, and/or requirements set forth in this RFP and the contract documents located in the Sample Standard Agreement attached hereto. The bidder is advised to read these provisions carefully prior to submitting a bid. Contract terms, conditions, and/or requirements are not subject to negotiation.

If the Bidder fails to meet any of the requirements or comply with Mariposa County requests, Mariposa County can reject, disqualify, or remove the firm from the process. Mariposa County is not committed to award an Agreement resulting from this RFP.

END INSTRUCTION TO PROPOSERS

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SECTION 2 – PROPOSAL SUBMITTAL ITEMS AND DESCRIPTION

11. Description of Proposal Package Forms

As indicated, Bid Package Forms are included as part of the RFP or included by reference to downloadable form.

Bid Package must contain the following:

Attachment 1 – Cost Proposal Schedule:

Complete and submit the included Cost Proposal Schedule.

Cost Proposal Schedule must be submitted *under a separate seal* with the Bid Bond. (See Section 2, Part 12, Description of Additional Proposal Requirements, below).

Attachment 2 – Proposer Certification:

Complete and submit the included Proposer Certification to acknowledge and certify to all items contained therein. Proposer Certification must be signed by the individual who is legally authorized to contractually bind the Proposer .

Attachment 3: Proposed Subcontractors Lists:

Complete and submit the included Proposed Subcontractors List to list the name, location, license number, and registration number of all subcontractors who will be employed and the kind of work which each will perform in the completion of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of total bid All subcontractor licenses must be current and active at the time of the bid. Listed subcontractors must be registered with the DIR in order to be listed for and to engage in the performance of the Work.

For listed LTO subcontractors, a copy of the LTO License must be attached as part of Attachment 3.

Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended):

Bidder is required to submit the included certification in compliance with 44 C.F.R. Part 18, Certification Regarding Lobbying. See Sample Standard Agreement (Attachment B), Exhibit G, for FEMA contract provisions and for more information.

Attachment 5 – Required Personnel Questionnaire, Organization, and Resumes:

Bidder Proposer shall complete the included Required Personnel Questionnaire documenting the professional qualifications and subject matter expertise of each required team member as listed in Attachment 5.

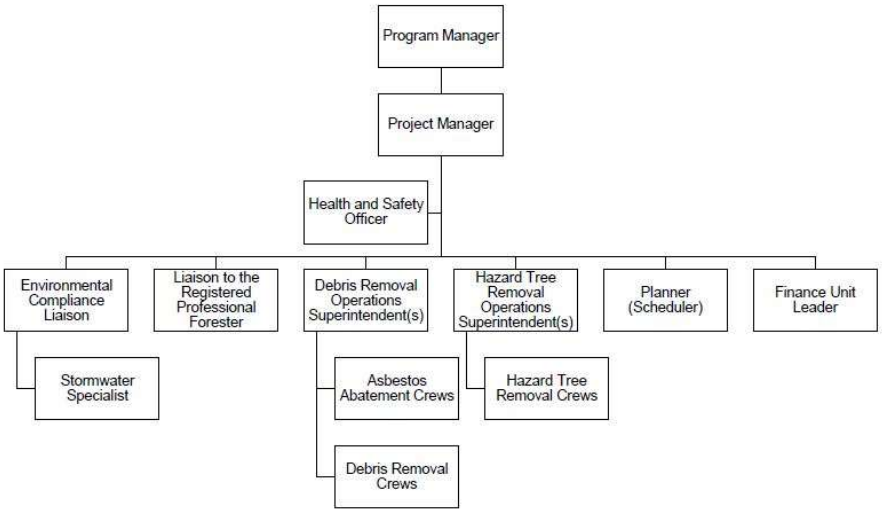
Proposer shall attach an Organizational Chart identifying each listed team member, a resume for each listed team member, and copies of HAZWOPER Certifications for applicable team members (as instructed in Attachment 5). Additional personnel may be included as instructed.

Proposer shall adhere to the below organizational chart structure (as an example) when completing this requirement:

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Example Organizational Chart:



Attachment 6 – Business Entity Requirement Questionnaire:

Proposer must complete the included Required Business Entity Questionnaire documenting the qualifications of the business.

The questionnaire summarizes the Contractor's (or the Joint Venture's) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations.

Attachment 7 – Customer Reference Form:

Proposer must demonstrate the required qualifications by submitting three (3) verifiable references for projects similar in size (or larger) and scope as described herein.

Proposer must complete Part 1 of the included Customer Reference Form for each reference. Proposer shall then supply the form to the Customer Reference, who shall complete Part 2 and return it to Proposer.

For purposes of References, work performed as a member of a Prime Contractor JV shall be considered work performed as a Prime Contractor.

References submitted on Attachment 7 shall conform to the below descriptions:

A. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor in an amount of at least $5,000,000.00.

   Project must be for one of the following types: Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up.

B. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor or subcontractor in an amount of at least $5,000,000.00.

Project must be for one of the following types: Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up.

C. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor or a subcontractor to the Prime Contractor, as listed on Attachment 3, if said subcontractor will perform at least 50% of the Hazard Tree Removal Function work of this Operation,in an amount of at least $1,000,000.00. The reference project may have been performed either as prime contractor or subcontractor.

Project must involve the removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company.

Mariposa County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Proposer are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Mariposa County's validation inquiries.

If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Mariposa County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Proposer's benefit to inform its references that they may be contacted by Mariposa County regarding this RFP during the anticipated review period, and their quick response would be helpful to the Bidder's cause

Darfur Contracting Act

Bidder must complete, as instructed, and submit the Darfur Contracting Act included by reference and available for download located at: http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

PCC section 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either: a) not a scrutinized company or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)) unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

California Civil Rights Laws Attachment

Bidder must complete and submit the California Civil Rights Laws Attachment included by reference and available for download at: https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation document attachments/California civil rights law.pdf

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Pursuant to PCC section 2010, any Proposer entering into or renewing a contract over one hundred thousand dollars ($100,000) on or after January 1, 2017, must certify to all the following:

1. That it is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
2. That it is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Proposal will result in the proposal being considered non-responsive.

Iran Contracting Act Verification Form

Proposers must complete and submit the Iran Contracting Act Verification Form included by reference and available for download at: http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

Pursuant to the Iran Contracting Act of 2010 (PCC sections 2200 through 2208, "the Act"), a Person, as defined in the Act, is ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars ($1,000,000) or more if the Person engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars ($1,000,000) or more, a person must complete and return the attached IRAN Contract Act Certification form with its proposal certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

12. Description of Additional Bid Requirement Documents:

Bidder is required to supply the following additional submittals as part of the Bid Package

Bidders Bond

Attachment 1, Cost Proposal, shall be accompanied by a Bidder's Bond, which shall be executed by an admitted surety insurer authorized to issue surety bonds in the State of California. Bonds shall be made payable to the County Contract Manager of Mariposa County. The security shall be in an amount equal to at least 10 percent (10%) of the bid amount.

Notarized Bondability Statement

Attach a notarized statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions, and provisions of this RFP and the resulting Agreement for one hundred percent (100%) of the total maximum contract amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to Mariposa County's Contract Manager. This statement must guarantee the Contractor's compliance with the terms of the Agreement and Work Order. This statement must be properly notarized and submitted as part of the Qualifications to meet the submittal requirements of this RFP.

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Insurance Experience Modification Rate (EMR)

The Bidder must provide their Cal/OSHA lost time injury/illness incidence, Cal/OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR). Bidder must meet the average EMR requirement of 1.0 or less. If a bidder is eligible for a Workers Compensation Insurance Rating Bureau of California (WCIRB) rating, the bidder shall provide a copy of bidder's worker's compensation insurance carrier's letter indicating it's WCIRB determined EMR rating for the last three premium years, plus a 3-year EMR average. If a bidder is not eligible for a WCIRB EMR rating, the bidder shall provide evidence of non-eligibility and proof that a unitary rating of 1.0 rating is applicable. If potential bidder has a National Council on Compensation Insurance (NCCI) EMR rating, bidder shall submit NCCI EMR rating if bidder is not eligible for a WCIRB EMR rating. If Mariposa County discovers after contract award that bidder failed to disclose WCIRB EMR rating, Mariposa County reserves the right to terminate the contract for cause, with appropriate enforcement remedies at the Contractor's expense.

If the Joint Venture was recently formed and has not had an EMR, the Joint Venture shall provide any EMR data available. If none is available, the Joint Venture should indicate that no EMR data is available in bid submission documents. However, all members of the Joint Venture must still meet the EMR requirement of 1.0 or less, as stated in the paragraph above.

Illness and Injury Prevention Program (IIPP) and/ Health and Safety Plan (HSP)

Bidders must submit current company IIPP that meets the requirements of 29 C.F.R. section 1910.120(b) and 8 CCR section 5192(b) or a sample of a recently prepared HSP environmental remediation/cleanup operation representative of the types of operations envisioned to be conducted included Sample Standard Agreement, Exhibit A, Scope of Work.

The HSP should include employees anticipated to be utilized under the Agreement. Bidders' attention is directed to the requirement that each Subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above. Subcontractor IIPPs are not a required bid submittal.

Letter(s) of Interest

In consideration of the recycling and disposal of materials removed, as part of the Operations, the Proposer shall submit, for each Operation:

1. Name(s) and Location(s) of Temporary Log Storage and Processing Facility(ies), Laydown Yard(s), Temporary Debris Management Sites, and/or Temporary Housing Facilities that the Contractor plans to use.

   Letter(s) of Interest(s) for #1: Proposer shall provide letter(s) of interest from property owners listed in response to #1 above stating that property owners are interested in pursuing the use of their property, by the Proposer, for the stated purpose in relation to this Operation. This requirement is applicable only if the Proposer intends to use such a temporary facility.

2. Name(s) and Location(s) of currently operating and permitted landfills, concrete, and metals recycling facilities, and wood materials end-use facilities (properly permitted to receive intended materials) that the Proposer plans to use.

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Letter(s) of Interest(s) for #2: Proposer shall provide letter(s) of interest from facilities listed in #2 above stating intent to enter into an agreement with the Proposer for the Proposer's utilization in anticipation of contract award. Facilities listed in #2 must be currently operational and permitted (with valid permits) at the time of proposer submission.

Proposer acknowledges that, if Awarded, Proposer will be required to obtain all relevant permits. All lease arrangements with the property owners for this(these) facility(ies) shall be the responsibility of the Contractor.

13. Description of Cost Proposal Schedule – Bid Items

13.1. Bid Assumptions

The following lists basic assumptions to be included in the DDHTR Contractor's bid items:

1. Proposal may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall solely bear the full cost of such lodging choice(s). Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and Exhibit A.1, Special Provisions.
2. All necessary support personnel, equipment, and services, including any costs associated with maintenance crews, water tenders, traffic control crews, and office support staff.
3. All crews that are necessary to complete all tasks listed in this Scope of Work, including asbestos abatement crews, vehicle removal crews, debris removal crews, rescrape crews, hazard tree removal crews, remediation (punch list) crews, and erosion control crews.
4. Inclement weather (rain, snow, high winds, etc.), poor air quality (including from wildland fires in the vicinity of work), and other impacts on work safety and effectiveness due to inclement weather (i.e., muddy parcels and equipment access conditions due to weather, etc.).
5. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid. The Contractor shall provide a copy of the Lease Agreement(s) to the CM prior to commencing the use or development of the property(ies) for reference purposes only.
6. Restrictions on commercial truck routes to disposal and end-use facilities. Changes in road routes made during the course of the Agreement shall not be eligible for additional compensation and the Contractor shall factor in such bid risks when submitting the Cost Bid Schedule, even if the Contractor incurs additional labor, equipment, or operating costs as the result of the changed route.
7. Bidder shall be responsible for any changes made to Hauling and Reuse/Disposal Plans, including any changes made based on the Traffic Management Plans or Assessments prepared by third parties (such as the California Department of Transportation, Caltrans) or the A&M Contractor. This may include prohibiting or

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restricting hauling operations on certain roads or highways. Changes may be required due to unforeseen traffic or safety concerns.

8. DDHTR Contractor shall assess all road surfaces anticipated to be used in these Operations, and their condition, including the potential need for reasonable road improvements to access properties or hazard trees and implement necessary repairs. Such as grading, widening, deployment of steel plates, or application of base rock, as described in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provision, and as approved by Mariposa County. After the completion of debris removal work the conditions will be compared with pre-work documentation of roads to determine if damage is from contract work. The contractor may be liable if excessive damage is caused by contract work. IMT may make requests for the DDHTR Contractor to use smaller equipment and/or equipment with non-metal tracks on roads. The contractors can choose whether to use smaller or alternative equipment on areas requested. They may also elect to use mitigation devices to eliminate damage to pavements and roads, such as wood plywood sheets and rubber mats may be used under equipment to prevent damage to pavement surfaces. The DDHTR contractor may be liable for excessive damage if the requests are ignored.
9. DDHTR Contractor shall also be prepared to use alternate means and methods, such as the use of off-road equipment or smaller equipment, to gain access to areas where work must be performed. Morooka carriers (or similar rubber tracked off road equipment) are available to transport debris in off-road conditions. Smaller equipment like Gators or quads may also be needed for off-road access and transportation of debris materials. Restrictions in access from tunnels, trees or narrow access road may require the use of smaller debris removal equipment or transport trucks. However, construction of new roads, including any construction requiring professional traffic engineering, shall not be included within the scope of this agreement. The decision of whether the construction of new roads is required is at the sole and exclusive discretion of Mariposa County
10. Environmental restrictions, including threatened and endangered species, nesting birds, setbacks from watercourse, and lake protection zones (WLPZ) as detailed in the Environmental Protection Plan, permits issued by State or Federal regulators, or other sources of criteria as identified by the IMT. DDHTR Contractor shall be responsible for additional costs or work needed to comply with applicable environmental requirements and implement mitigation measures, including but not limited to relocation of bird nests, recovery and transport of bird nests/eggs to authorized rehabilitation centers, alternate hazard tree felling/removal methods necessary to protect resources (such as tree climbing), and use of long-reach, cranes, or other necessary equipment required to remove hazard trees, structural debris, or other material from Equipment Exclusion Zones
11. Cultural resource restrictions, including tribal monitoring by tribal nations, within the burn scar. This bid risk includes the cost of any possible delays caused by deployment and utilization of Tribal Monitors. Additional costs associated with the identification, protection, and compliance of cultural and historical resources shall not be eligible for additional compensation, including costs of training DDHTR Contractor's personnel.
12. Costs associated with performing work around portions of damaged buildings, such

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as standing walls, including those that have been shored or otherwise reinforced by third parties, which may include the use of smaller equipment, long reach equipment, cranes, or hand work. DDHTR Contractor shall not be responsible for the actual installation of shoring or other reinforcement measures under this agreement.

13. Coordination with railroads or other modes of transportation (i.e., road, air, water, etc.).
14. California Occupational, Safety and Health Administration (Cal OSHA) standards, training, inspections, and corrections of any violations to Cal OSHA standards.
15. Delays for traffic control, highway or roadway maintenance, and cleanup or utility repair shall be considered as part of this contract and are to be expected. This includes activities conducted along all highways, local roads, and utility work such as roadway cleanup of trees and brush along highways, repair and replacement of highway facilities, and/or repair or replacement of utilities' facilities completed by other contractors.
16. DDHTR Contractor shall provide all traffic control crews necessary to provide public safety for both functions within both the Operational Areas.
17. Maximum daily receiving limits of ash and Structural Debris, metals, concrete, and contaminated soils.
18. Maximum daily receiving limits for timber and wood materials.
19. Availability of local Temporary Log Storage and Processing Facilities. Contractor shall be solely and exclusively responsible for availability of temporary log storage and processing facilities, and the capacity of end use facilities throughout the term of the Agreement. Adjustments that may be necessary to such facilities, including, but not limited to, adjustments related to facility capacity, market fluctuations, and other reasons outside of the Contractor's control, shall be at the Contractor's sole expense and ineligible for additional compensation from Mariposa County.
20. California Department of Forestry and Fire Protection (CAL FIRE) Forest Practice inspections or inspections by the Regional Water Quality Control Board.
21. California State Fire Marshall inspections, as necessary.
22. Costs, fees, permits, inspections, penalties, or cost of compliance incurred as the result of any local, state, federal, or tribal authorities.
23. All material and placement of rip-rap rock and temporarily placed culverts installed for temporary creek crossings. All costs related to any and all crossings, including but not limited to, water course, canyon, trench, or ditch. The costs shall be inclusive of properly implementing all required Best Management Practices (BMPs).
24. Mobilize/construct and deconstruct/demobilize temporary bridges up to 50-foot spans, between the ordinary high-water marks, as part of these operations. If necessary, as a crossing may fall within the Ordinary High-Water Mark, the contractor will work with the archaeologists, biologists, and stormwater staff to draft a Clean Water Act Section 404, 401, and Fish and Game Code Section 1600 permit. The DDHTR Contractor shall be responsible for obtaining any necessary permits.
25. DDHTR Contractor will not be compensated for any "access" trees or "incidental"

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trees (trees that must be cut because there's no other way to access marked Hazard Trees).

26. No Change Orders or cost adjustments will be considered for variations in quantities listed in the bid sheets – the unit costs listed are firm and binding regardless of actual quantities available. The quantities listed in the bid sheets and bid solicitation documents are only estimates for the purposes of bid evaluation and do not represent any guarantee from Mariposa County. Any potential costs associated with quantity variations shall be incorporated in bidder's unit price and will not be eligible for additional compensation beyond the unit prices submitted.
27. All costs under this Agreement will be paid at the unit rates bid multiplied by the quantities actually performed (as verified by Mariposa County's A&M Contractor, working under a separate contract). Various Structural Debris materials and other unit quantities will be verified by the A&M Contractor before payment is authorized. It is advised that the DDHTR Contractor work closely with Mariposa County's Contract Manager and the A&M Contractor at the beginning of and throughout the Operation to ensure that the unit cost tickets, and other costs are accurately tallied on a near-daily basis and invoices are appropriately formatted and documented to minimize delays after the DDHTR Contractor invoices the County. This will very likely expedite the timely payment of invoices.
28. No Change Order or adjustment in price will be granted based on the number of Structural Debris Removal Crews and/or Hazard Tree Removal Crews utilized or any other items that could be reasonably anticipated to complete the work described in each bid item, bid documents, and this Agreement.
29. Any rebates, credits, or savings derived from the legal use of wood materials should be included in the unit price of the trees, as well as any necessary taxes and fees that may be required to be paid as a result of this Operation. Under no circumstances will Mariposa County compensate the DDHTR Contractor for such taxes and fees, as this is the DDHTR Contractor's responsibility. Any revenue, such as rebates, credits, or savings obtained by the DDHTR Contractor through these agreements, must be disclosed to Mariposa County and documented.
30. DDHTR Contractor shall also not be eligible for any additional compensation, including potential loss of wood material credits, if DDHTR Contractor is directed to leave behind wood material at or near the tree felling site.
31. DDHTR Contractor acknowledges and agrees that the County will not provide the DDHTR Contractor any additional compensation in place of expected recycling revenue should the hazard tree wood material or any other wood material be left behind on the site, if directed to do so by the IMT.
32. DDHTR Contractor shall not be eligible for additional compensation based on market fluctuations of recycled materials costs.
33. The DDHTR Contractor shall provide dust control for both program properties as well as community roadways. DDHTR Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters and fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT.
34. Community Street Sweeping including sweepers, drivers, fuel, brushes, appropriate

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disposal of collected road debris and dirt.

35. All costs of water, permit fees, and connection/meter fees are charged by water purveyors. Contractor shall be responsible for any additional costs of water and associated fees of supplying water, even if water prices rise as the result of water supply shortages, government-declared droughts, or mandatory water supply restrictions.
36. All costs required to remobilize both Structural Debris and Hazard Tree Removal equipment and personnel between properties or to road segments will be borne by the Contractor. Mobilizations between properties or road segments are not eligible for compensation for Bid Item 1.
37. Truck inspection yards are necessary to conduct Department of Transportation (DOT) inspections by the A&M Contractor.
38. All DDHTR Contractor trucks shall be inspected by the A&M Contractor's DOT truck inspectors, including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project. Each commercial truck will display a disaster Operation sticker provided by Mariposa County's Consultant. After each 30-day period, 10% of the commercial trucks will be re-inspected per DOT Level 1 requirements.
39. All cost considerations for accessing and working on properties both in tract areas on relatively small relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long poorly maintained or non-maintained gravel or otherwise non-paved roadways and have larger 1-100 acre lots or more.
40. Other issues outside of the Contractor's or Mariposa County's control that restrict or reduce the productivity of Structural Debris or hazard tree removal crews and/or truck travel shall be considered and included in the bid items.
41. DDHTR Contractor shall include any and all costs associated with delays that may occur while awaiting A&M Contractor and IMT personnel to respond and conduct Initial Site Walks. DDHTR Contractor shall not be eligible for any additional compensation while waiting for third party verification of completed scope of work.
42. All necessary safety fencing, as specified in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provisions, around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined in writing by the Operations Section Chief or designee when demobilizing from the property once the site has been cleared for soil sampling.
43. The costs of the DDHTR Contractor's implementation of a health and safety plan, or costs associated with the health and safety of the DDHTR Contractors (including the DDHTR Contractor's subcontractors, if any) shall be included in the bid prices and not eligible for additional compensation. Examples include: Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the Contractor's Health and Safety

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Plan.

44. Installation of erosion control devices and hydromulching after each property has been cleared of structural debris and approved by the Operations Section Chief, or designee, for erosion control, per the Exhibit A.1 Special Provisions.

45. Removal of potential danger trees described in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provisions as trees that prove to be a danger to the Structural Debris removal crews and as identified by the County Operations Section Chief or designee. Such trees shall be removed at the Contractor's expense and will not be eligible for any compensation under Bid Item 12. This also includes trees that may not be potentially dangerous but prohibits access for the Structural Debris removal crews or Hazard Tree removal crews.

13.2. Description of Cost Proposal Schedule – Bid Items:

Each bid item is noted as either community costs or individual property costs (based on APNs). This is necessary when compiling the operational costs for each parcel for both cost recovery and insurance reimbursement purposes.

Item 1 – Mobilization and Demobilization to/from Operational Area:

One-half of this bid item will be paid as a crew is mobilized, and one-half will be paid as the crew is demobilized. This bid item is intended to be a one-time fee per crew for the duration of the operation – mobilization and demobilization for days of no work are described in Item 8- Non-Working Days. However, in the event that Mariposa County directs additional crews to mobilize to the job after demobilizing crews from the job, this item will be paid again.

Item 1a – Disaster Debris Removal Crews:

This per crew unit bid item includes the mobilization of one disaster debris removal crew to the Operational Area, including:

- Personnel, which shall consist of two operators and two labor personnel
- Equipment, including at least one (1) excavator and (1) skid steer
- Supplies such as water buffalos, male and female portable restrooms, and stand-alone hand sanitation stations for the duration of the overall operation.

Ancillary crews, such as rescrape crews, erosion control crews, or asbestos abatement crews, are not considered Disaster Debris Removal Crews for the purposes of this line item, and their mobilization shall not be separately compensated.

This is a community cost

Item 1b – Hazard Tree Removal Crews:

This per crew unit item cost includes the mobilization of one hazard tree removal crew to the Operational Area, including all personnel, equipment, supplies, male and female portable restrooms, stand-alone hand sanitation stations, maintenance crews, water tenders/buffalo, and support crews for the overall project such as traffic control crews, for the duration the overall operation. A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees. Hazard tree removal crews shall consist of either a crane or rubber-tired and/or rubber tracked bucket rig, and a feller buncher, chipper, processing equipment, forklift,

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hauling equipment, and all required labor, operators, materials, and equipment to fall, process, and transport wood materials to end-users. The base unit personnel for a Hazard Tree Removal Crew is a maximum of seven (7) personnel and a minimum of two (2) personnel and relates to assigned crew numbers regardless of how the DDHTR Contractor utilizes its resources.

This per crew unit cost item also includes the mobilizing Log Deck/Yard Processing crew(s) to either of the Operational Area Divisions including all personnel, temporary scales, equipment, supplies, male and female portable restrooms, stand-alone hand sanitation stations, maintenance crews, water tenders/buffalo, and support crews for the overall project, such as traffic control crews, for the duration of the overall operation. A Log Deck / Yard Processing crew includes all personnel required to operate a permitted Temporary Log Storage and Processing Site/Staging Area. Temporary Log Storage and Processing Site/Staging Area Crews also include all personnel required to monitor, track, and process hazard trees at a Temporary Log Storage and Processing Site. The base unit for a Log Deck / Yard Processing Crew is 1 unit per Temporary Log Storage and Processing Site/Staging Area. Stair Platform, Ladders or lifts needed for truck load inspections shall be provided at Storage /Processing sites and end use facilities.

This Item also includes all supporting environmental and land use permitting, labor, equipment. This is a community cost.

Item 2 – Per Parcel Ash, Debris, Metals, and Incidental Soil:

This item includes the removal, transport, and disposal of surface ash, which includes 3-6 inches of incidental soil (within the structural ash and debris footprint). It also includes the removal, transport, and disposal of burned debris, which consists of the burned home remains, including burned or partially burned furniture, personal belongings, metals (such as white goods, household appliances, and patio furniture, etc.), and unsupported walls, potentially dangerous trees, or chimneys that are hazardous to debris removal crews. This bid item does not include burned or partially burned stone, concrete, landscaping features, or statues. This bid item includes trench plating as needed to protect existing culverts and other improvements from damage by the DDHTR Contractor's equipment and trucks.

This is an individual property cost.

Item 3 – Per Parcel Asbestos Removal and Disposal:

This item includes the removal, transport, and disposal of asbestos and ACM. This Item is per APN for a fully equipped, three-person asbestos abatement crew to remove, transport, and dispose of the asbestos identified by the A&M Contractor's Certified Asbestos Consultant (CAC) and/or Certified Site Surveillance Technician (CSST). This item includes labor, personal protective equipment (PPE), appropriate protective temporary storage, disposal fees, truck rental, temporary storage box(es), mobilization and demobilization, travel-time, per diem, and fuel.

This is an individual property cost.

Item 4 – Soil Removal, Re-Scrape:

This item includes the removal, loading, and disposal of additional soils from an individual parcel that has been determined to be still contaminated with ash and Structural Debris. In accordance with the Special Provisions and direction from Mariposa County, this soil is removed from specific decision units or areas pre-marked

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by the A&M Contractor to meet the operation-specific cleanup goals described in the Special Provisions. The bid unit is per APN. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading trucks with contaminated soil at the site and includes trucking and receiving facility fees.

DDHTR Contractor shall perform a re-scrape at the direction of Mariposa County on any parcel where cleanup goals have not been met, including re-scraping parcels multiple times.

Regardless of the number of re-scrapes required or the quantity of soil removed, this bid item will be paid only once per parcel and for no more than 15% of the total number of parcels where debris removal is performed. If Mariposa County elects to accept “Hazard Tree Only ROEs”, defined as enrolled parcels where no structural debris removal is conducted, such parcels will not be included in the total number of parcels for rescrape percentage purposes. Further re-scrapes necessary, as determined by Mariposa County, shall be performed without compensation. These compensation limitations do not apply to parcels where Mariposa County determines that cleanup goals cannot be met due to site conditions unrelated to the disaster, at the sole and exclusive discretion of Mariposa County.

This is an individual property cost,

Item 5a and 5b – Vehicles (Burned Hulks) abatement:

This item includes providing adequate equipment and an operator to abate vehicles (burned hulks) and recycle them, which may include adjudicating vehicles onsite or transporting burned vehicles to an off-site collection point to adjudicate vehicles, draining and disposing of the fluids to an approved hazardous waste facility (if and as necessary), and ultimately transporting the vehicles to an approved recycling facility. The vehicles shall not be crushed prior to adjudication. If vehicles are to be hauled whole,they shall be bundled with a net to prevent items from falling from the vehicles into the roadway during transport. Abatement of vehicles from public rights-of-way may be requested by the County, if so, it may require coordination with traffic authorities, such as the California Highway Patrol, local law enforcement, or local code enforcement, such as scheduling of work based on availability of traffic authorities. Additionally, the abatement of vehicles from public rights-of-way may require traffic control. This item is for any vehicle legally required to be registered with the State of California, including, but not limited to, passenger vehicles, light trucks, sport utility vehicles, motorcycles, all-terrain vehicles, utility and boat trailers, recreational vehicles, buses, boats and vessels, and construction and farm equipment. The bid unit is per vehicle removed, abated, and recycled.

Item 5a – Vehicles Adjudicated on Parcel:

This is a per-unit vehicle cost item for vehicles adjudicated by CHP or state or local government on the parcel, allowing the vehicle to be abated by the DDHTR Contractor during the typical course of debris removal operations, including transport to the receiving facility.

Includes receiving facility fees.

Item 5b – Vehicles Adjudicated Off-site:

This is a per-vehicle cost for vehicles required to be transported to DDHTR Contractor’s central consolidation and inspection site for adjudication by CHP or state or local

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government and then to the receiving facility, including any necessary storage and multiple instances of transportation prior to final transportation to the receiving facility. Includes receiving facility fees. Vehicles shall not be crushed prior to adjudication and may require Contractor to transport vehicle intact by towing to ensure preservation of VINs, based on the direction of the Mariposa County Contract Manager.

This is an individual property cost.

Item 6 – Per Property Concrete:

This item includes the separation and loading of all eligible concrete from an individual property in accordance with the Special Provisions and direction from Mariposa County. The bid unit is per APN. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading concrete and reinforced concrete at the site into trucks and includes trucking and receiving facility fees. The concrete may include foundations, flatwork, driveways, OSC approved retaining walls, tanks, and other miscellaneous concrete items as required by the OSC. Includes sizing concrete to receiving facility specified size and cutting of protruding rebar pieces, as required by the receiving facility. Includes receiving facility fees.

This is an individual property cost.

Item 7 – Tonnage Rate for Debris, Ash, Metals, Concrete, and Soil Removal from Commercial and Public Parcels:

This per unit ton cost item includes the removal, transport, and disposal of debris, ash, metals, concrete, and soil described in Item 2 from commercial or public parcels. The Contractor will be required to segregate, weigh, and report on the waste streams in accordance with the Special Provisions but the unit rate paid per ton shall be the same for all materials removed. This Bid Item also includes all erosion control hydromulch and straw wattles required per the Special Provisions, Section 9.1. Bid Item #7 includes parcels requiring the removal of non-Resource Conservation and Recovery Act (RCRA) hazardous waste, as defined by 22 CCR section 66261.101.

For the purposes of this agreement, a commercial parcel shall be defined as a parcel:

1. Associated with a business enterprise licensed by the California Secretary of State (or other government entity, as determined by the IMT) or a nonprofit organization recognized by the State of California's Franchise Tax Board (or other government entity, as determined by the IMT, with verification through the California Department of Justice as necessary.)
2. Where business or nonprofit activities were actively being conducted at the time of the fire, which destroyed the structure.

Mobile home parks shall be considered commercial parcels for the purpose of this bid item.

For the purposes of this agreement, a public parcel is defined as a parcel owned and operated by a public agency that was not primarily used as a residence.

The determination of whether a parcel meets the definition of a commercial parcel or public parcel is at the exclusive discretion of Mariposa County.

This is an individual property cost.

Mariposa County anticipates the possible inclusion of one (1) Not For Proffit parcel.

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Item 8 – Asbestos Abatement for Commercial and Public Parcels:

This per-cubic yard cost includes the removal, transport, and disposal of asbestos and ACM, as described in Item 3, from commercial and public parcels, as described in Item 7.

This is an individual property cost.

Item 9 – Temporary Long Bridges:

Bridges that the IMT agrees are necessary and are greater than fifty (50) feet in length, as determined by the ordinary high-water marks (as determined by the permitting agency(ies)) or existing damaged bridge pre-fire length, shall be paid by Mariposa County at 1.5 times the flat per parcel cost listed by the DDHTR Contractor as Bid Item No. 2 per IMT approved bridge setup. (Contractor shall be compensated pursuant to Bid Item #9 only once per bridge, regardless of how many parcels are accessed by the bridge). This cost includes mobilization, permitting costs, labor, materials, and equipment required for setup, takedown, and demobilization.

This may be either an individual property cost if only to access one property or a community cost if used to access multiple properties.

Item 10 – Non-Working Days:

This per crew unit cost item includes the costs of mobilizing and demobilizing personnel from debris removal crews and hazard tree removal crews for days designated as non-working days by the IMT. Do not count Sundays, every fifth Saturday, and Holidays as part of this bid item as they will not be compensated. This does not include days where work is impracticable due to weather conditions or other environmental factors. This will include unanticipated safety stand-down days as directed and authorized by Mariposa County.

The IMT shall notify the DDHTR Contractor of a Full Non-Working Day by 1700 on the calendar day prior to the calendar day of no work.

A partial Non-Working Day occurs when the IMT notifies the DDHTR Contractor after 1700 on the prior calendar day to the intended Non-Working Day, and the DDHTR Contractor has commenced with work on the intended Non-Working Day. A partial non-working day also occurs when the IMT notifies after 1700 on the prior calendar day to the intended Non-WorkingDay and the DDHTR Contractor has not commenced with work yet has mobilized in anticipation of the performance.

When a partial Non-Working Day occurs, the bid unit will be paid on a fractional hour basis where an eleven (11) hour working day correlates to 100 percent (100%) of the bid amount. Payment shall not be greater than 100 percent (100%).

Item 10a – Debris Removal Crews:

This per crew per day item covers costs only for Disaster Debris Removal Crews, as listed in item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for days of non-work.

This item is not individually bid and is instead fixed at 1.5 percent (1.5%) of Item 2 per debris removal crew per day.

This is a community cost.

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Item 10b – Hazard Tree Removal Crews:

This per crew per day item covers costs for Hazard Tree Removal Crews, as listed in item 1b. Other types of crews, such as Log Deck / Yard Processing Crews, support crews, and all other equipment, labor, overhead expenses, are not eligible for compensation under this bid item.

This item is not individually bid and is instead fixed at 1.5 percent (1.5%) of Item 2 per tree removal crew per day.

This is a community cost.

Item 11 – Delays:

For this bid item, a "Delay" results from factors beyond the DDHTR Contractor's control related to A&M Contractor error, unusual and unsafe materials discovered on the site, or other unforeseen environmental (discovery of cultural resource, discovery of proximity to unknown endangered species habitat, etc.) or imminent safety issues. These delays will be designated and approved by the IMT. Examples of unusual and unsafe materials include the discovery of radioactive Structural Debris, unexploded ordinance, explosives, hazmat spills or releases, mercury releases, unknown cylinders, dangerous or threatening residents or animals, or roadway accidents. The DDHTR Contractor shall notify the IMT within fifteen (15) minutes once the DDHTR Contractor becomes aware of a potential Delay. This bid item does not include weather impacts, which are not compensated.

Delays eligible for payment will be designated and approved by the OSC or designee, verbally or by electronic communication. These occurrences will be followed up with an email or other written correspondence before the end of the same working day. Delays eligible for payment will be designated and approved by the IMT in writing. Loss of productivity due to foreseeable conditions within the DDHTR Contractor's control including, but not limited to, weather, poor planning, DDHTR Contractor error, labor shortages, traffic, safety violations, or receiving facility (disposal, recycling sites, Temporary Log Storage and Processing Sites/Staging Areas or end use facility) wait times, are ineligible for payment as a "delay." Delays usually include a small percentage of the properties.

Item 11a – Debris Removal Crews:

This per crew per hour item covers costs only for Disaster Debris Removal Crews, as listed in Item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for delays.

Item 11b – Hazard Tree Removal Crews:

This per crew per hour item covers costs for Hazard Tree Removal Crews, as listed in Item 1b. Other types of crews, such as Log Deck / Yard Processing Crews, support crews, and all other equipment, labor, overhead expenses, are not eligible for compensation under this bid item.

The bid unit is per authorized delay per crew per hour and is intended to provide compensation for authorized Delays for up to 4-hours or while the crew mobilizes to a different property or leaves for the day, whichever represents less cost to the Operation. Mariposa County reserves the right to direct the DDHTR Contractor to reallocate the DDHTR Contractor's resources to other Operation needs rather than incur delay costs.

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This is a community cost.

Item 12 – Hazard Tree Removal:

This item includes the felling, processing, removal, transport to log processing and storage yard (when necessary), and to final end use facility for Hazard Tees, as described in this RFP and as identified by A&M Contractor Arborists. Hazard trees shall include so-called fire damaged “emergency trees” that Mariposa County may order removed before other trees due to immediate public danger, trees located on steep slopes or that may be difficult to access (for any reason), trees that may have been re-assessed for removal on properties that the DDHTR Contractor crews had previously completed hazard tree removal and subsequently mobilized to another property, or other such circumstance. Hazard Trees shall be paid for under one of two (2) bid items. This bid item shall also include any revenue anticipated to be realized by the DDHTR Contractor by the sale of all or any portion of these trees and the tree’s wood material. This bid item does not include the “potentially dangerous trees” identified by the debris removal contractor on debris removal sites.

OTHER PER PROPERTY SERVICES:

Item 13 – Property Owner Assistance:

This item includes over 30-60 minutes of time required for homeowner assistance. Homeowner assistance requiring less than 30 minutes at a site will not be compensated. Property owner assistance is for activities such as sifting through burned structural debris to locate valuables, protecting or relocating minor items prior to site remediation, working around stone driveways, etc. The bid unit is per APN and is intended to provide limited hand labor and the use of minor equipment, but usually no excavator use or trucking. Larger equipment will be on standby during this activity, which should be included in the unit cost. Property Owners Assistance shall be approved by the OSC or designee prior to commencing with such assistance. Such assistance shall be conducted at the sole discretion of the OSC or designee.

This is an individual property cost.

OTHER FINANCIAL PROVISIONS:

The DDHTR Contractor shall comply with the requirements below. Any costs to comply with the requirements must be considered as part of the bid rates; no separate or additional compensation will be paid for meeting these requirements.

The DDHTR Contractor shall not remove any tree that has not been previously identified, documented, and marked by Mariposa County’s A&M Contractor .If any such tree is cut down by the DDHTR Contractor or the DDHTR Contractor’s Subcontractors, the DDHTR Contractor shall forfeit ten thousand dollars ($10,000) per tree. If a Contractor does not fell Trees in accordance with the terms of this contract, Mariposa County reserves the right to exercise appropriate remedies (which, at a minimum, may include withholding any payment for Trees associated with the breach of contract). The DDHTR Contractor is further responsible for any and all applicable fines which may apply to unauthorized removal of a tree. Remedies for unauthorized removal of trees will be strictly enforced and repeated or extensive violations may result in termination of this contract.

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ATTACHMENT A - Required Bid Package Checklist

Prepare Required Bid Package Checklist to assist in the preparation of your Bid Package
Bid Package must be submitted in the sequential order listed below:

Bidder MUST submit on provided forms and/or forms included by reference

☐ Attachment 1 – Cost Proposal

☐ Attachment 2 – Proposer Certification

☐ Attachment 3 – Proposed Subcontractors Lists

☐ Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended)

☐ Attachment 5 – Required Personnel Questionnaire, Organization, and Resumes

☐ Attachment 6 – Business Entity Requirement Questionnaire

☐ Attachment 7 – Bidder Reference Form

☐ Darfur Contracting Act (Included by reference)

☐ California Civil Rights Laws Attachment (Included by reference)

☐ Iran Contracting Act Verification Form (Included by reference)

Additional Bid Requirements (Supplied by Bidder)

☐ Bidders Bond

☐ Notarized Bondability Statement

☐ Experience Modification Rate (EMR) documentation

☐ IIPP and/or Health and Safety Plan (HSP)

☐ Letter(s) of Interest

☐ Letter of Intent for Workforce Development

The following are Reference Documents and are not required at time of bid but must be adhered to by the successful Contractor during the contract period:

ATTACHMENT B – Sample Standard Agreement, including Special Provisions

ATTACHMENT C:

Reference Supplement 1 – Debris Operational Guidance, California Wildfire Asbestos Survey, 2021 Statewide Fires – Environmental Protection Plan*

Reference Supplement 2 – Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires (February 10, 2019) *

Reference Supplement 3 – 2022 Environmental Protection Plan (EPP)

*Included by reference to: https://www.calrecycle.ca.gov/disaster/wildfires/contractors/

Reference Supplement 4 - 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), California Department of Transportation (DOT) Revision 6 (Rev 6) available at the following link: https://dot.ca.gov/programs/safety-programs/camutcd

Reference Supplement 5 – 2022 List of Landfills.

Please note that if any of the items are missing from the Proposal Package, the package will be considered incomplete and will be disqualified from the process.

END OF CHECKLIST

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ATTACHMENT 1 – COST PROPOSAL SCHEDULE

Cost Proposal Schedule
2022 OAK FIRE: STRUCTURAL DEBRIS REMOVAL & HAZARD TREE REMOVAL SERVICES

Complete this form and submit the original in accordance with the requirements of this RFP. Separate invoices itemizing all costs are required for all work performed under each Work Order.

*This bid represents and is to include all elements as described under "**Description Cost Proposal Schedule – Bid Items"** in Section 2.

** Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR website (https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html) for General Prevailing Wage Rates as currently determined by the August 2021 DIR prevailing wage published rates. Contractor shall be responsible for any future adjustments to prevailing wage rates, including but not limited to base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the Structural Debris and Hazard Tree removal program, or other factors.

ITEM	Description	Est quantity	Unit price		Total
1	**Mobilization and Demobilization to/fromOperational Area**				
1a	Disaster Debris Removal Crews	10		Per Crew	
1b	Tree Removal Crews	5		Per Crew	
2	**Per Parcel Ash, Debris, Metals, and Incidental Soil**	127		Per Parcel	
3	**Per Parcel Asbestos Removal and Disposal**	13		Per Parcel	
4	**Soil Removal, Re-Scrape**	30		Per Parcel	
5	**Vehicles (Burned Hulks) abatement**				

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ITEM	Description	Est quantity	Unit price		Total
5a	Vehicles Adjudicated on Parcel	276		Per Vehicle	
5b	Vehicles Adjudicated Off-site	5		Per Vehicle	
6	**Per Property Concrete**	116		Per Parcel	
7	**Tonnage Rate for Debris, Ash, Metals, Soil, and Concrete Removal from Commercial and Public Parcel**	1560		Per Ton	
8	**Asbestos Abatement from Commercial and Public Parcels**	24		Per Cubic Yard	
9	**Temporary Long Bridges:**	1	=1.5X Line 2	Per Bridge	
10	**Non-Working Days:**				
10a	Debris Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	
10b	Hazard Tree Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	
11	**Delays:**				
11a	Debris Removal Crews:	75		Per Crew/Hour	
11b	Hazard Tree Removal Crews:	50		Per Crew/Hour	
12	**Hazard Tree Removal:**				

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ITEM	Description	Est quantity	Unit price		Total
12	*All Hazard Trees removed*	4500		Per Tree	
OTHER PER PROPERTY SERVICES:					
13	Property Owner Assistance:	100		Per Hour	
			GRAND TOTAL		

Acknowledgment/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for Mariposa County to award an Agreement. Additional acknowledgment is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in Mariposa County documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by Mariposa County in the verification of the recitals comprising this Bid and also hereby authorizes Mariposa County to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative: _____ Contractor Name: _____

Address: _____ Telephone #: _____

City, State Zip: _____ Email: _____

Signature of Authorized Representative: _____ Date Signed: _____

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ATTACHMENT 2 – BIDDER CERTIFICATION

MARIPOSA COUNTY

FROM: _____
(Name of Firm)

CONTRACTS UNIT

The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment and to perform all work required in the manner and time prescribed herein and in such addenda as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site (https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html).

IMPORTANT – READ BEFORE SIGNING: Bidder Certification must be executed in the same name style in which the bidder is licensed. Joint venture bidders must meet the requirements described in the solicitation package. If making a bid as a joint venture, each person submitting the bid shall provide the information required in Item 1 with respect to their licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Items 1 through 9 on the following pages. By signing, Bidder swears under penalty of perjury that the conditions of all Items below are true.

Legal Name of Bidder: _____

Federal I.D. #: _____ CSLB #: _____

DIR #: _____ LTO #: _____

Address: _____
(Street and/or P.O. Box) (City) (State) (Zip)

E-Mail Address: _____

Telephone #: _____ Alternate #: _____

Contact Person: _____ Telephone #: _____

E-Mail Address: _____

Admin. Contact: _____ Telephone #: _____

E-Mail Address: _____

Authorized Representative:

SIGN HERE -----> _____ Date: _____

Printed Name of Signer and Title: _____

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NOTE: The prime *must* have an LTO (whether an individual prime or a JV). If a JV, at least one JV member must also have an LTO (see Item 1, below)

ITEM 1 – BIDDER'S BUSINESS IDENTIFICATION

This Bid is submitted by (check one)

☐ Individual ☐ Partnership Business Entity Number: _____

☐ Joint Venture ☐ Corporation Place and Date of Incorporation: _____

☐ Sole Proprietor

NOTE: If Bidder is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth on Page 1 of Bidder Certification, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporations; if Bidder is a Partnership, the true name of the firm shall be set for the on Page 1 of Bidder Certification, together with the signature of a partner authorized to sign the contract in behalf of the Partnership; and if Bidder is an individual, that person's signature shall be placed on Page 1 of Bidder Certification. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with Mariposa County prior to opening bids or submitted with the bid; otherwise, the bid will be regarded as irregular and unauthorized. If the bid is submitted by a partnership or joint venture, the members are:

Members	SOS #	CSLB#	LTO (as applicable	DIR#

Include additional page(s) and attach if more space is needed. _____ # of Add'l Pages Attached

ITEM 2 – ADDENDA

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of any Addenda as may have been issued prior to the Public Bid Open date.

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

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ITEM 3 – COMPLIANCE WITH GOVERNMENT CODE SECTION 87100

Government Code section 87100 provides: No public official at any level of state or local government will make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know they have a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict-of-interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with Mariposa County. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by Mariposa County, or who may have a financial interest in the policies and programs of Mariposa County and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Contractor and its subcontractors (if any) will be required to file statements of economic interests with Mariposa County upon award of the Contract. Mariposa County will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

CURRENT CLIENTS MEETING ABOVE CRITERIA (Identify as “NA” if no conflict exists)

Client Name	Contract	Address	Phone

A determination by Mariposa County that a conflict of interest exists as a result of the disclosed relationships may be grounds for disqualification.

If no conflicts exist, by signing Bidder Certification, Bidder acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

ITEM 4 – SUSPENSION AND DEBARMENT

Bidder declares compliance 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Mariposa County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

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subpart C, in addition to remedies available to Mariposa County, the County may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions."

ITEM 5 – CERTIFICATIONS AND ACKNOWLEDGEMENTS

Bidder acknowledges and certifies to, under penalty of perjury, all the requirements and provisions as set forth in the Sample Standard Agreement, attached hereto.

Bidder swears under penalty of perjury under the laws of California that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1 and is eligible to sign an Agreement with Mariposa County.

Bidder certifies under the penalty of perjury under the laws of the State of California that the Contractor will, unless exempted, comply with the nondiscrimination program requirements of Government Code section 12990 and 2 CCR section 8103;

ITEM 6 – NONCOLLUSION AFFIDAVIT

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23, United States Code, section 112, and Public Contract Code section 7106 if federally funded, or Public Contract Code section 7106 if state funded, the Proposer 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 Proposer has not directly or indirectly induced or solicited any otherProposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, 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 Proposer 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 Noncollusion Affidavit is part of the Bid. Signing the Bidder Certification on the signature portion thereof shall also constitute a signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

SIGNATURE:

Signature of Authorized Representative	Printed Name and Title

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ATTACHMENT 3 – PROPOSED SUBCONTRACTOR LIST

Listed hereinafter are the name, location, license number, and registration number of all first-tier subcontractors who will perform work or labor or render service in the completion of the Work as described herein in an amount in excess of one-half of one percent (1/2 of 1%) of total bid, and the **kind of work** which each will perform if the contract if awarded to the Bidder. All required licenses and registrations must be current and active at the time of bid.

(Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform.)

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

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Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact		

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Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed				
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed			
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed			
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

<u>COPY OF LTO LICENSE MUST BE ATTACHED</u> AS APPLICABLE FOR EACH HAZARD TREE REMOVAL SUBCONTRACTOR

For more space, copy this page and attach it hereto to be made a part of the Bid Package: #____ Add'l pages are attached.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint

ATTACHMENT 4 – BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. SECTION 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

(1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf 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 accordance with the instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor’s Authorized Official Date

_____

Name and Title of Contractor’s Authorized Official

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ATTACHMENT 5 – REQUIRED PERSONNEL, ORGANIZATION, AND RESUMES

Bidder shall complete the information below and **MUST** attach the following documentation in support of Attachment 5:

1. *Organizational Chart indicating listed personnel (below) proposed role(s) are consistent with firm's organization.*
2. *Resume of each of the personnel listed below*
3. *Current HAZWOPER and/or Refresher Certification for Operation Superintendent(s) and Health and Safety Officer(s)*

Bidder must have, at a minimum, the personnel classifications in the below categories. Joint Ventures, as a whole, must collectively meet the required personnel requirement.

**If desired, bidders may list more positions via attachment; however, additional positions must be included and consistent with the organization chart attached hereto. A resume for each additional personnel must be attached. Personnel may not serve in multiple roles.*

Required Personnel	NAME	HAZ Attached	Resume Attached	Listed on Org Chart
Program Manager		NA		
Project Manager		NA		
Finance Chief		NA		
Operation Superintendent 1				
Operation Superintendent 2				
Health and Safety Officer				

_____ *Additional Personnel (with Resumes) have been included via attachment. Personnel are indicated on Organizational Chart.

Bidder shall indicate "yes" or "no" for each of the below required personnel:

PROGRAM MANAGER

Minimum five (5) years' experience managing, supervising, or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

☐ YES ☐ NO

Bachelor's degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

☐ YES ☐ NO

Attached resume demonstrates Program Manager's requirements.

☐ YES ☐ NO

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PROJECT MANAGER

Minimum five (5) years' experience managing or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

☐ YES ☐ NO

Bachelor's Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

☐ YES ☐ NO

Attached resume demonstrates Project Manager 1's requirements.

☐ YES ☐ NO

FINANCE CHIEF

Minimum five (5) years' experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

☐ YES ☐ NO

If "NO" immediately above, then four (4) year college degree (equivalent or higher) from an accredited institution in accounting, finance, business, civil engineering, construction management, or related disciplines. If "Yes" immediately above, then check "Not Applicable."

☐ YES ☐ NO ☐ Not Applicable

Attached resume demonstrates Finance Chief's requirements

☐ YES ☐ NO

OPERATION SUPERINTENDENT 1

Minimum five (5) years' experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters

☐ YES ☐ NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year form in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

☐ YES ☐ NO

Attached resume demonstrates Operation Superintendent 1's requirements

☐ YES ☐ NO

OPERATION SUPERINTENDENT 2

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Minimum five (5) years' experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters.

☐ YES ☐ NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

☐ YES ☐ NO

Attached resume demonstrates Operation Superintendent 2's requirements.

☐ YES ☐ NO

HEALTH AND SAFETY OFFICER

Minimum five (5) years' experience as a safety officer on construction, silviculture, forestry, debris removal, or disaster management operations.

☐ YES ☐ NO

Associate degree (equivalent or higher) in a discipline such as industrial or occupational health, timber harvest, disaster management, or related fields.

☐ YES ☐ NO

Attached resume demonstrates Health and Safety Officer 1's requirements

☐ YES ☐ NO

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ATTACHMENT 6 – BUSINESS ENTITY REQUIREMENT QUESTIONNAIRE

The following questionnaire summarizes the Contractor's (or the Joint Venture's) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations. Check one box after each question as it applies.

Proposer must have, at a minimum, qualified contract experience as described in the following:

1. Is the Prime Contractor, including each Member of a Joint Venture, currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?

   ☐YES ☐NO ☐NA

2. Is the Joint Venture currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?

   ☐YES ☐NO ☐NA

3. Are all subcontractors representing any portion of the work in excess of one-half of one percent (½ of 1%) of the prime contractor's total bid registered with the Department of Industrial Relations?

   ☐YES ☐NO ☐NA

4. Does the proposal package include (as additional bid submittal item) proof that the Bidder (except a newly formed Joint Venture without EMR history) meets the minimum Proposal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?

   ☐YES ☐NO ☐NA

5. If Proposer is a newly formed Joint Venture without EMR history, does the proposal package include (as additional proposal submittal item) proof that all Joint Venture members meet the minimum Cal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?

   ☐YES ☐NO ☐NA

6. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been a party in any civil litigation or administrative proceeding alleging violation of any of the following: contract antitrust statutes, racketeering statutes, safety and health regulations, environmental laws, laws banning workplace discrimination, laws governing wages, hours or labor standards, or laws involving misrepresentation, fraud, theft, or any other act of dishonesty?

   ☐YES ☐NO ☐NA

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

7. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been debarred, suspended, disqualified, denied a classification rating or pre-qualification, or otherwise been declared not responsible to or prevented from bidding or performing work on any public works contract or subcontract in the last five years?

   ☐YES ☐NO ☐NA

8. Within the past five (5) years, has the Proposer been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

   ☐YES ☐NO ☐NA

9. Within the past five (5) years, has any surety company made any payments on the Proposer behalf as a result of default to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a Debris Removal or Hazardous Tree Removal project, either public or private?

   ☐YES ☐NO ☐NA

10. Within the past five (5) years, has the California EPA or any Air Quality Management District or the State Water Resources Control Board or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which the Proposer was the contractor?

    ☐YES ☐NO ☐NA

11. If "yes" to any of the questions #6-10, has the bidder provided additional page(s) containing explanations, details, and supporting documents (if applicable)?

    ☐YES ☐NO ☐NA

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ATTACHMENT 7 – CUSTOMER REFERENCE FORM

INSTRUCTIONS

1. Proposers are instructed to complete Part 1 of the Customer Reference Form and certify that Proposer Firm has completed the work experience described.

   The customer reference email address must match and indicate the organizational entity's name. (e.g., If the organizational entity is the California Department of Motor Vehicles, the reference email must include @dmv.ca.gov, not @gmail.com).

   In the event the individual used for the customer reference has left the employment of the organizational entity at the time of validation, a person in a position to verify the entity's employees may verify the individual's past employment with that entity.

2. Customer Reference shall complete Part 2 of the Customer Reference Form.
3. Bidder must provide a minimum of three (3) qualifying experiences and references as described in the Instructions to Proposers.

VALIDATION

1. Mariposa County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Bidders are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Mariposa County's validation inquiries.
2. If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Mariposa County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Bidder's benefit to inform its references that they may be contacted by Mariposa County regarding this RFP during the anticipated review period and their quick response would be helpful to the Bidder's cause

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

CUSTOMER REFERENCE FORM

PROPOSER'S COMPANY NAME: _____

PART 1

Proposer to complete PART 1

CUSTOMER REFERENCE NUMBER: ☐Reference 1 ☐Reference 2 ☐Reference 3

Customer Reference Company Name:		
Location:		
Contact Person:		
Contract Amount:	**$**	
Date of Completion:		
Owner Contact (Reference)	**Telephone:**	
	Email:	
Secondary Reference (optional)	**Telephone:**	
	Email:	

1. What type of project (or similar) was performed by Proposer?

   ☐Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up as a Prime Contractor.

   ☐Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up as a Subcontractor.

   ☐Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as a Prime Contractor.

   ☐Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as Subcontractor.

2. How did the work performed meet the category indicated above? Please describe:

3. Start Date: _____

   Length of Services: ☐1-2 months ☐ 3-4 months ☐ 5-6 months ☐ More than 6 months

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

PART 2

Customers provide Part 2.

Customers provide their references via responses to the below questions. Mariposa County will contact references to verify information provided in Part 1 and Part 2.

1. Was the Proposer Company (named above) the Prime Contractor (named on Contract) or a Subcontractor (named in the Contract) that provided these services?

   ☐Prime Contractor ☐Subcontractor ☐Member of a Prime Contractor JV

2. Was the Proposer's team/personnel able to lead, coordinate, and perform structural debris and/or hazard tree removal operations with consistent maintenance and production of accurate financials, documentation, and reports?

   Check one box: ☐Yes ☐No

3. Did Proposer's initial mobilization actions meet the needs of the project?

   Check one box: ☐Yes ☐No

4. Was Proposer's quality of work and willingness to ensure the successful completion of the project satisfactory?

   Check one box: ☐Yes ☐No

5. Was Proposer's ability to cooperate and communicate during to term of the project satisfactory?

   Check one box: ☐Yes ☐No

6. Was Proposer's flexibility to address and successfully meet new and/or unexpected issues or expanded operational demands satisfactory?

   Check one box: ☐Yes ☐No

7. Were you satisfied with Proposer's overall performance?

   Check one box: ☐Yes ☐No

8. Additional comments to add to support the above:

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
10/7/2022

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 InterWest Insurance Services, LLC P.O. Box 8110 Chico CA 95927-8110 License#: 0B01094	**CONTACT NAME:** Denise Frye **PHONE (A/C, No, Ext):** 530-895-1010 **FAX (A/C, No):** 530-895-3165 **E-MAIL ADDRESS:** dfrye@iwins.com
INSURED BOP, A Joint Venture c/o Odin Construction Solutions, Inc. 4740 Rocklin Road Rocklin CA 95677 BOPAJOI-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Nautilus Insurance Company — 17370 **INSURER B :** Key Risk Insurance Company — 10885 **INSURER C :** Great Divide Insurance Company — 25224 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1965105047 **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	ECP203872410	10/7/2022	10/7/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible Cover A&B	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 50,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BAP203612910	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	**UMBRELLA LIAB** OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			FFX203872510	10/7/2022	10/7/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCA203612810	10/15/2021	10/15/2022	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	Contractors Pollution Liability			ECP203872410	10/7/2022	10/7/2023	Each Poll Condition Deductible	1,000,000 100,000

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

Additional Insured status applies to requested entities if required by written contract per the attached policy form/endorsement(s). Waiver of subrogation appli to requested entities if required by written contract per the attached policy form/endorsement(s). Primary non-contributory applies to requested entities if required by written contract per the attached policy form/endorsement(s).

Proof of Insurance- 2022 Oak Fire: Disaster Debris & Hazard Tree Removal Services Job

CERTIFICATE HOLDER

BOP JV

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

Craig M. Houck

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Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2038724-10	10/7/2022	10/7/2023	10/7/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Mariposa County	Mariposa County

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury** or **property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** or personal injury or advertising injury covered under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused 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. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. 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**.

II. 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:

a. 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

b. 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.

III. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**

b. We receive written notice of a **claim** or **suit** as soon as practicable; and

c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and

2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION -- COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2038724-10	10/7/2022	10/7/2023	10/7/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) And Description Of Completed Operations:
Mariposa County	Mariposa County

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury** or **property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** directly caused by **your work** at the location designated and described in the **SCHEDULE** of this endorsement performed for that additional **insured** and included in the **products-completed operations hazard.**

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. 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**.

II. With respect to the insurance afforded to these additional **insured**s, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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.

III. With respect to the insurance afforded to these additional **insured**s, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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apply to insurance on which the additional **insured** is a **Named Insured**, if the written contract or written agreement requires that this coverage be primary and noncontributory.

IV. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
DESIGNATED PERSON(S) OR ORGANIZATION(S) - COVERAGE A & B

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2038724-10	10/7/2022	10/7/2023	10/7/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name of Person(s) or Organization(s):	Mariposa County

I. The following is added to Paragraph **17. Subrogation** of **SECTION VII – CONDITIONS:**

We waive any right of recovery against any person(s) or organization(s) shown in the **SCHEDULE** above because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This endorsement applies only to the person(s) or organization(s) shown in the **SCHEDULE** above.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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Bond No. 9414107
Bond No. 30173549
Bond No. 30173550

Payment Bond

Premium is included in the performance bond subject to adjustments based on final contract price.

CONTRACTOR:
(Name, legal status and address)
BOP, A Joint Venture
4740 Rocklin Road
Rocklin, CA 95677

SURETY:
(Name, legal status and principal place of business)
Zurich American Insurance Company; Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

Western Surety Company
151 N. Franklin St.,
17th Floor
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Mariposa County
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: October 5, 2022

Amount: Seven Million Nine Hundred Ninety Six Thousand Eight Hundred Sixty Dollars ($7,996,860.00)

Description: 2022 Oak Fire: Disaster Debris & Hazard Tree Removal Services
(Name and location)

BOND
Date: October 7, 2022
(Not earlier than Construction Contract Date)

Amount: Seven Million Nine Hundred Ninety Six Thousand Eight Hundred Sixty Dollars($7,996,860.00)

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: BOP, A Joint Venture *(Corporate Seal)*

Signature: _____
Name Louay M. Owaidat
and Title: JV manager

SURETY
Company: Zurich American Insurance Company; Fidelity and Deposit Company of Maryland;Western Surety Company *(Corporate Seal)*

Signature: _____
Name Deanna Quintero
and Title:Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
InterWest Insurance Services, LLC.
8950 Cal Center Drive
Suite 200, Bldg 3
Sacramento, CA 95826
916-488-3100

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5. 1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

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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 Placer)

On 10/10/22 (Date) before me, Alana Banayat-Forney, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Lovay M. Owaidat (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.

ALANA BANAYAT-FORNEY
Comm. #2398212
Notary Public · California
Placer County
Comm. Expires Mar 23, 2026

Signature Alana Banayat Forney
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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Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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 Butte)

On October 7, 2022 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Deanna Quintero,
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.

SARA WALLISER
COMM. # 2291855
NOTARY PUBLIC · CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JUL 5, 2023

Signature _____ **(Seal)**

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John HOPKINS, Sara WALLISER, Renee RAMSEY, Jessica MONLUX, Elizabeth COLLODI, John J. WEBER, Deanna QUINTERO, Joseph H. WEBER, Matthew FOSTER, Mary COLLINS, Samantha WATKINS, Steven L. WILLIAMS, Phil WATKINS, Jennifer LAKMANN, Brad ESPINOSA, Paula SENNA, Pam SEY, Claudine GORDON, Kristie PHILLIPS, Michael K. FEENEY, Breanna BOATRIGHT, Kathleen LE, Sharon SMITH of Chico, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 16th day of September, A.D. 2022.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of September, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

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



By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zur ichna.com or 410-559-8790

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Joseph H Weber, Bill Rapp, Renee Ramsey, Elizabeth Collodi, Phil Watkins, Mindy Whitehouse, John J Weber, Jason March, Matthew Foster, Sara Walliser, Jennifer Lakmann, Breanna Boatright, Jessica Monlux, K Corey Ward, Deanna Quintero, Samantha Watkins, Mary Collins, Brad Espinosa, Paula Senna, Pamela Sey, Tony Clark, Kathleen Le Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of October , 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Bond No. 9414107
Bond No. 30173549
Bond No. 30173550

Performance Bond

Premium: $51,973
Premium is for contract term and is subject to adjustments based on final contract price.

CONTRACTOR:
(Name, legal status and address)
BOP, A Joint Venture
4740 Rocklin Road
Rocklin, CA 95677

SURETY:
(Name, legal status and principal place of business)
Zurich American Insurance Company; Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

Western Surety Company
151 N. Franklin St.,
17th Floor
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Mariposa County
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: October 5, 2022

Amount: Seven Million Nine Hundred Ninety Six Thousand Eight Hundred Sixty Dollars ($7,996,860.00)

Description: 2022 Oak Fire: Disaster Debris & Hazard Tree Removal Services
(Name and location)

BOND
Date: October 7, 2022
(Not earlier than Construction Contract Date)

Amount: Seven Million Nine Hundred Ninety Six Thousand Eight Hundred Sixty Dollars($7,996,860.00)

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
BOP, A Joint Venture

Signature: _____
Name and Title: Loyay M. Owaidat JV manager

SURETY
Company: *(Corporate Seal)*
Zurich American Insurance Company; Fidelity and Deposit Company of Maryland;Western Surety Company

Signature: _____
Name and Title: Deanna Quintero Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY— Name, address and telephone)
AGENT or **BROKER:**
InterWest Insurance Services, LLC.
8950 Cal Center Drive
Suite 200, Bldg 3
Sacramento, CA 95826
916-488-3100

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default**. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default**. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title: Louay M. Owaidat / JV manager		Name and Title:	
Address: 1740 Rocklin Rd. Rocklin, CA 95677		Address:	

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

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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 Placer)

On 10/10/22 (Date) before me, Alana Banayat-Forney, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Lovay M. Owaidat (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.

ALANA BANAYAT-FORNEY
Comm. #2398212
Notary Public · California
Placer County
Comm. Expires Mar 23, 2026

Signature Alana Banayat Forney
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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Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

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 Butte)

On October 7, 2022 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Deanna Quintero,
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.

SARA WALLISER
COMM. # 2291855
NOTARY PUBLIC · CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JUL 5, 2023

Signature _____ **(Seal)**

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John HOPKINS, Sara WALLISER, Renee RAMSEY, Jessica MONLUX, Elizabeth COLLODI, John J. WEBER, Deanna QUINTERO, Joseph H. WEBER, Matthew FOSTER, Mary COLLINS, Samantha WATKINS, Steven L. WILLIAMS, Phil WATKINS, Jennifer LAKMANN, Brad ESPINOSA, Paula SENNA, Pam SEY, Claudine GORDON, Kristie PHILLIPS, Michael K. FEENEY, Breanna BOATRIGHT, Kathleen LE, Sharon SMITH of Chico, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of September, A.D. 2022.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of September, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

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

SEAL SEAL SEAL

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Joseph H Weber, Bill Rapp, Renee Ramsey, Elizabeth Collodi, Phil Watkins, Mindy Whitehouse, John J Weber, Jason March, Matthew Foster, Sara Walliser, Jennifer Lakmann, Breanna Boatright, Jessica Monlux, K Corey Ward, Deanna Quintero, Samantha Watkins, Mary Collins, Brad Espinosa, Paula Senna, Pamela Sey, Tony Clark, Kathleen Le Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of October , 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Attachment: Resolution_2022-579 (RES-2023-103 : Approve Contract Amendment with BOP, a Joint Venture for Debris Removal for Oak Fire

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-104

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with TetraTech for Debris Removal for Oak Fire Survivors; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Reducing General Fund and Contingency to Balance the Fund ($5,900,000).

Debris removal costs were significantly higher than anticipated, so the contract needs to be amended to cover those costs. This item increases the agreed compensation by $900,000 for a total agreement amount of $5.9 million. The attached budget action recognizes the County's share of the Oak Fire recovery costs being transferred from the general fund and a reduction in contingency to balance the fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 22-500: Oak Fire Recovery Master Agreements

The County applied for and received a reduction in the cost sharing agreement under the California Disaster Assistance Act (CDAA). As a result, the Governor's Office of Emergency Services (CalOES) will cover ninety percent (90%) of these expenses and the County is responsible for the remaining ten percent (10%). In addition, CalOES will provide an amount equal to nine percent (9%) of these expenses (or ten percent of the grant amount) to support the administration of CDAA funds and services, leaving the County with a net or effective share equal to one percent (1%) of the total cost.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Debris removal costs have already been incurred. Not approving this item could result in legal and other consequences for the county as the vendor seeks payment for completed work.

ATTACHMENTS:
Tetra Tech Amendment (PDF)
Tetra Tech Budget Action (PDF)
Resolution_2022-500 (PDF)

REF ID# 13822

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Attachment: Tetra Tech Amendment (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

FIRST AMENDMENT TO AGREEMENT FOR OAK FIRE DEBRIS REMOVAL

THIS FIRST AMENDMENT TO AGREEMENT FOR OAK FIRE DEBRIS REMOVAL, is made and entered into this 21st day of February, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Tetra Tech, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 30th, 2022 wherein **Contractor** agreed to provide Oak Fire Debris Removal services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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:

"TERM," is hereby amended to extend the term of the Agreement to June 30, 2023.

"COMPENSATION," is hereby amended to provide that an additional $900,000 will be added to the original amount of $ 5,000,000 making the total compensation paid to **Contractor** the not to exceed amount of $5,900,000.

Except as herein amended, the Agreement dated August 30th, 2022 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 Menetry, Chair Board of Supervisors	Jonathan Burgiel, Vice President Tetra Tech, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Tetra Tech Amendment (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3545	0102	45201	CDAA California Disaster Assistance Act		(5,841,000)	
3545	0102	49101	Transfer in		(59,000)	
3545	0102	60301	General Professional Services		5,900,000	
1001	0100	80111	Transfer Out		59,000	
1001	0100	92001	Contingency Designation			59,000
				TOTALS	59,000	59,000

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

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

Attachment: Tetra Tech Budget Action (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-500

MEETING: August 30, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Oak Fire Recovery Master Agreements

RECOMMENDATION AND JUSTIFICATION:
Approve a User Agreement with Tetra Tech, Inc., for Assessment and Monitoring Services Related to Disaster Debris Removal and Hazard Tree Removal ($5,000,000); and Authorize the Board Chair to Sign the Agreement.

The California Office of Emergency Services (CalOES) has two master agreements related to disaster debris and hazard tree removal. Both agreements are necessary: one is for the debris and hazard tree removal itself and the other pertains to the necessary assessment and monitoring related to the removal of hazardous materials.

This user agreement is related to the assessment and monitoring for disaster debris and hazard tree removal. Pursuant to the master agreement negotiated by the State, the firm selected for this work is Tetra Tech, Inc. Tetra Tech performed similar work in Mariposa County following the Detwiler Fire and are familiar to our staff.

CalOES has verified that the County will be eligible for California Disaster Assistance Act (CDAA) funds that will pay for 75% of this cost. Staff has also indicated to CalOES that we will require 100% reimbursement, as was provided after the Detwiler Fire and in several other communities in recent years, in order to complete this project. Formal appeal of the reimbursement amount is concurrent and ongoing.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This process is significantly changed since the Detwiler Fire in 2017. At that time, CalOES contracted directly with Tetra Tech and handled the administrative aspects of debris cleanup. CalOES staff are embedded with County OES staff and guiding us through this process.

The Board has been generally supportive of disaster recovery efforts in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Debris cleanup efforts will be unable to proceed.

FINANCIAL IMPACT:

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

The not-to-exceed amount for this agreement is $5,000,000. CalOES will cover 75% of this cost and the County will appeal for CalOES to cover 100% as was done during Detwiler and other incidents across the state.

ATTACHMENTS:
User Agreement -- Mariposa County Compiled for TT_compressed (TT Signed) (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

AGREEMENT FOR ASSESSMENT AND MONITORING SERVICES FOR DISASTER DEBRIS AND HAZARD TREE REMOVAL

THIS AGREEMENT ("Agreement") is made and entered into this 30th day of August 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Tetra Tech, 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 the date first hereinabove written and shall continue until all authorized work is approved by County or May 31st, 2023, whichever is earlier.

2. SERVICES

Contractor shall perform assessment and monitoring services for disaster debris and hazard tree removal as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall also comply with Exhibit A.1, "Special Provisions", and Exhibit E, "Definitions" of Master Agreement 5-22-99-33-04, which are incorporated herein by reference. Further, Contractor's services shall be in accordance with Exhibit F, "Request for Services" and Exhibit G, "Response to Request for Services", both of 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 $5,000,000.00 as set forth in Exhibit B, "Payment and Budget Provisions," and Exhibit B.1, "Rate Sheet", of Master Agreement 5-22-99-33-04, both of which are incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance as specified in Exhibit D, "Insurance Provisions", which is attached hereto and incorporated herein by reference.

5. 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.

6. 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.

7. 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:
Betty Kamara
Contracts Manager
(407) 803-2551

TDR.Contracts@TetraTech.com

COUNTY:
Dallin Kimble
County Administrative Officer
dkimble@mariposacounty.org
(209) 966-3222

County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

8. 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.

9. 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. 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.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

10. 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. Additional provisions regarding termination for clause are provided in Exhibit C, "General Terms and Conditions" of Master Agreement 5-22-99-33-04, which are incorporated herein by reference.

11. 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.

12. 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.

Additional provisions regarding disputes are provided in Exhibit C, "General Terms and Conditions".

13. 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.

14. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

15. 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. All successors due to assignments or mergers are not binding until an amendment is made to Master Agreement 5-22-99-33-04 to reflect the company name of the successor. Once such an amendment is executed, an amendment to this Agreement shall be executed to reflect the successor company name.

16. 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.

17. 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.

18. 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.

19. 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

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

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.

20. 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

21. 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.

22. 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

7BA63A32BC1
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Jonathan Burgiel Digitally signed by Jonathan Burgiel
Date: 2022.08.25 17:11:18 -04'00'

Jonathan Burgiel, Vice President

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

County of Mariposa
and Tetra Tech, Inc.

COUNTERSIGNED:
(Government Code §25103)

7BA63A32BCB
Daniellegwardle
ZorroSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

7BA63A32BB7
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

EXHIBIT A
SCOPE OF WORK

Tetra Tech, Inc. (Contractor) agrees to provide Mariposa County (User Agency), with assessment and monitoring

The Project Coordinators during the term of this Agreement will be:

Mariposa County Contract Manager	Contractor
Name: Dallin Kimble	Name: Betty Kamara
Phone: (209) 966-3222	Phone: (407) 803-2551
Email: dkimble@mariposacounty.org	Email: TDR.Contracts@TetraTech.com

Direct all Agreement inquiries to:

Mariposa County Contract Analyst	Contractor
To Be Determined	*To Be Determined*

3. Work To Be Performed

The Contractor shall perform assessments, oversight, documentation, and reporting services of all Disaster Debris and Hazard Tree Removal performed by other contractors (hereafter referred to as DDHTR contractors) for all required parcel sites and hazard trees, in accordance with all Exhibits incorporated and made a part of this Agreement. Refer to Exhibit A.1 – Special Provisions for technical requirements.

ORDER OF OPERATIONS

Contractor shall follow the order of Operations as set forth in this Agreement and summarized below:

PLAN

I. Develop a mobilization and demobilization plan for the operation in consultation with and at the direction of the User Agency.

II. Receive Right-of-Entry (ROEs) permits from Counties for participating properties.

III. Organize, manage, and maintain data collected for each ROE.

IV. Track the Operational status of each parcel and road segment that is part of the Operation.

V. Determine the division of Operational areas for the program.

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VI. Prepare periodic Incident Action Plans (IAPs), situational status reports, planning meeting agendas, and meeting notes.

VII. Obtain and maintain daily Incident Command System (ICS) Activity Log (ICS 214) forms, or approved User Agency form, from all User Agency staff, Contractor staff (including any Subcontractors), and any supporting agencies' staff.

VIII. Provide training, office and equipment space, health and safety planning, and vehicles and safety equipment, including required Personal Protective Equipment (PPE).

IX. Provide temporary lodging. To assure that no disaster survivors are further displaced as a result of Contractor staff occupying hotels and short-term rentals, the Contractor may be directed by the User Agency not to house its staff, including subcontractors, in hotel rooms, motel rooms, or existing houses within a specified geographic area, generally within a certain distance from the incident location. Contractor may consider other lodging options, including, but not limited to, commuting, establishing a lodging base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall bear the cost of such lodging choice. Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in the User Agreement. At the sole discretion of the User Agency, any lodging restriction instituted may later be reduced or lifted during the contract term if adequate hotel capacity is available.

ASSESS AND MONITOR

I. Assess and document baseline conditions of debris routes.

II. Review or assist in developing the project's Environmental Protection Plan (EPP), conduct desktop evaluations of enrolled parcels, and conduct field site assessments of project work areas, to determine the presence of and potential impacts to jurisdictional waterways, special status species and their habitats, and cultural, archaeological, or tribal resources, in accordance with the EPP. Conduct biological and archaeological monitoring of work if determined to be required.

III. Implement environmental permit requirements.

IV. Provide Biologists (including specialists), Registered Professional Foresters (RPFs), Arborists, Archaeologists, Certified Asbestos Consultants (CACs) or Certified Site Surveillance Technician (CSSTs).

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V. Prepare soil sampling plans, operationalize cleanup goals, and prepare community air monitoring plans, based on the User Agency's guidance and subject to the User Agency's approval.

VI. Conduct California Department of Transportation (DOT) inspections on all DDHTR contractor trucks.

VII. Conduct pre- and post-operation soil sampling and analysis on DDHTR contactor laydown/equipment yards and temporary debris management facilities (i.e., transfer stations).

VIII. Assess parcels for debris and asbestos and, utilizing an Arborist or RPF, identify hazard trees that pose a threat to the public at large.

IX. Monitor the DDHTR contractor's progress in the removal of debris (including asbestos) and hazard trees, and placement of erosion control materials.

X. Verify property boundaries with property owners and/or the County as necessary and appropriate.

XI. Collect post-debris removal soil sampling.

XII. Issue tickets for work completed.

XIII. Review and confirm DDHTR contractor invoices for accuracy and completeness.

REPORT

Prepare final activity and overall operation cost reports for each parcel or Right-of-Way (ROW) segment.

Prepare final activity and overall operation cost reports for the operation, and an after-action review report.

Submit Quarterly Progress Reports to Chief Accounting Officer or designee detailing deliverables milestones, current challenges and financial forecast.

Set up a detailed database collection and management system to enhance the contactor invoicing, invoice review process, and audit capabilities, at the User Agency Finance Unit Leader's direction with concurrence of the Chief Accounting Office or designee. The database shall include, at a minimum, invoiced and actual payment financial data by invoice number and parcel. If applicable, database shall be broken out by Federal Emergency Management Agency (FEMA), eligible, ineligible, and community costs by invoice number and payment amount as directed by the User Agency

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Finance Unit Leader with concurrence of the Chief Accounting Officer or designee.

PROJECT-WIDE DOCUMENTATION

CRADLE TO GRAVE DOCUMENTATION

Project documentation shall be “cradle to grave” and reflect all work completed, on a per parcel basis. All Operation costs, including the costs of the DDHTR contractor, that can be directly attributed to an individual property shall be tracked by Contractor on a per Assessor's Parcel Number (APN) basis. These are designated as “individual property costs”.

Other costs that cannot be directly attributed to an individual property but are necessary as part of the success of the operation, such as community water tenders, street sweeping, air monitoring, operation management, community health and safety, or monitoring activities will be tracked as “Community Costs”.

Costs incurred relating to public properties, such as government buildings, certain schools, and institutions, must be tracked separately pursuant to written direction provided by the User Agency. In all cases, Contractor shall track and document costs with a sufficient level of detail, redundancy, and integrity necessary to meet the provisions of the User Agreement.

Contractor shall document the full life cycle of each parcel, in a method compliant with the terms and conditions of the User Agreement, from initial evaluation through site assessment, debris removal, hazard tree removal delivery of a clean, clear parcel, and transport and delivery of debris to end use facility. This shall include documentation of any parcel removed from the Program before all work is complete, in circumstances including, but not limited to, property owner withdrawal or property owner action rendering the property ineligible for the Program.

DATA RETENTION

Contractor shall retain all documents and data, including drafts, notes and summaries, for a period of seven (7) years from document creation, unless otherwise specified by the User Agency.

USER AGENCY ACCESS AND SYSTEM COMPATIBILITY

Upon request of User Agency, Contractor shall allow immediate access to any and all records, including notes, drafts, summaries and all documents required to be prepared and submitted.

All data systems utilized by the Contractor shall be made available to the User Agency and compatible with the User Agency’s database software, Incident Management Team (IMT), and any additional County staff requiring access.

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Access shall be granted to these systems prior to the commencement of any other activities.

TIMELINESS

Completed work shall be properly documented and uploaded into the required data collection systems as dictated by the User Agency, typically within twenty-four (24) hours unless otherwise specified.

OPERATIONAL, PUBLIC-FACING, AND COST RECOVERY NEEDS

OPERATIONAL

The data framework established by Contractor shall support the requirement of Operational, actionable, and real-time data by tracking all work performed by the County, Contractor, the DDHTR contractor, and other contractors in order to coordinate and schedule daily activities. Data may be collected automatically from the field through the Application Programing Interface (API) integration of software platforms (e.g., Field Maps, Survey 123, etc.) to the primary data repository (e.g., Esri products). Planning staff may also populate data collected on physical forms in the field and transfer that data into the data system. Planning staff shall have necessary, licensed accounts for applicable data repositories as mandated by User Agency.

Documentation of complete work shall be provided to support the requirement for public-facing data. Public-facing data must be available to the County for any public-facing maps/dashboard, at the request of the IMT, and available to both Contractor and User Agency call center staff.

COST RECOVERY

Contractor shall prepare and provide all documentation necessary for cost recovery of FEMA reimbursement, if applicable. Documentation required includes, but is not limited to:

Documentation of all work conducted on a property via assessment forms, sampling forms, sketches, photos, etc.

Documentation of all items that are removed from a property (may include types such as debris, including ash, trees, soil, vehicles, and concrete) to their facility via tickets, hauling logs, and Global Positioning System (GPS) documentation. Specific types of items to be documented shall be dictated by User Agency at the onset of the operation.

Documentation of staffing via Activity Log (ICS 214) form.

DATA COLLECTION TOOLS

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Contractor's data collection systems shall be able to operate both in areas with cellular service available and in areas without cellular service. All data systems shall be compatible with existing Geographic Information System (GIS) systems, currently provided by Esri or similar products. If the User Agency deems it necessary, the Contactor data system shall be able to rapidly integrate with the User Agency data systems via API integration.

CALL CENTER OPERATIONS

Contractor shall establish and operate a call center for the purposes of providing information to disaster survivors enrolled in the Program. The call center shall make phone calls to survivors based on phone numbers listed in the Right of Entry Permits provided by the User Agency prior to the commencement of structural debris removal, hazard tree removal, any other operational action as specified by the User Agency. The contractor shall maintain detailed records of each phone call, advise the User Agency of any property owner it is not able to contact, and record any special requests or instructions provided by the property owner, which shall be transmitted to field operations personnel. If directed by the User Agency, contractor shall use alternate communication methods to reach survivors, including but not limited to email, and postage.

The call center shall also receive incoming calls from survivors or other interested parties, and shall provide information on parcel status, the debris removal program, and other subjects as identified by the User Agency. The contractor shall provide all necessary office space and equipment for the call center, unless otherwise directed by the User Agency. To the extent practicable, the contractor shall utilize a local area code for call center operations. The Contractor shall utilize the Office Accounting and Administrative Staff classification for call center staff and the Deputy Planning Section Chief classification for the call center supervisor, if the User Agency determines a call center supervisor is needed.

Contractor shall be prepared to provide effective call center service to all survivors, including those with access and functional needs. The contractor must be equipped to provide services in the below languages, and any other language identified by the User Agency:

- English
- Spanish
- Chinese (simplified and traditional)
  - Mandarin
  - Cantonese
- Vietnamese
- Korean
- Russian
- Arabic
- Tagalog
- Polish

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French

Additionally, Contractor shall implement effective communication practices to serve survivors with disabilities, such as those who are deaf or hearing impaired, including using video remote interpreting (VRI), and/or a world language translation service.

INITIAL TASKS TO BE PERFORMED

Contractor shall complete the following tasks prior to the debris and hazard tree removal monitoring work:

STAFFING

Contractor shall deploy the following staff to the User Agency's designated incident field office within seventy-two (72) hours of receiving the notice to proceed (NTP): Incident Commander (IC), Planning Section Chief (PSC), Operations Section Chief (OSC), the Environmental Unit Manager/Senior Environmental Specialist and, if required by the User Agency, the lead RPF. Within the first week after the NTP is issued, the consultant shall send out the initial Site Assessment (SA) and Asbestos Assessment (AA) teams, the number of which is as specified by the User Agency in the table below. The deployment of additional and other staff will be as directed by the User Agency. All key staff supporting the Operation must be available during the IMT's working hours of 6:00 a.m. to 6:00 p.m. Pacific Time (PT) or as specified by the User Agency.

Personnel Designated	Post-Notice to Proceed Total Personnel*		
	3 Days	7 Days	10 Days
Incident Commander	1	1	1
Safety Officer	1	1	1
Planning Section Chief	1	1	1
Data Packet Manager	1	2	2
Operations Section Chief	1	1	1
Finance Section Chief	1	1	1
Environmental Unit Manager/Senior Environmental Specialist	1	1	1
Biologist	1	1	1
Archaeologist	1	1	1
Registered Professional Forester	1	1	1
Site Assessment Teams	1	3	5
Asbestos Assessment Teams	1	3	5
Background Soil Analysis Team	1	1	1
Totals represent initial estimates for planning purposes, subject to change based on operational requirements.			

User Agency intends to use the position titles listed herein for this incident. However, in the event User Agency subsequently elects to use different titles, the use of different titles shall have no effect on the required qualifications or rates of the various Contractor staff.

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TRAINING

Contactor shall provide and document the following training:

Accredited forty (40) hours of Hazardous Waste Operations and Emergency Response (HAZWOPER) training to Contractor's field staff (specifically staff that does or may enter disaster debris "hot zones"), including Task Force Leaders and all other personnel supporting structural debris removal operations in the field.

ICS-100 and ICS-200 training courses for all Contractor staff.

An operation specific training program, developed with the User Agency, detailing the Operational goals and the User Agency's expectations of how the operation will be managed and monitored by the Contractor staff, for all Contractor Operational staff.

A debris assessment team training, for all Contractor assessment staff.

An Arborist or RPF training, prepared and presented by the lead RPF, detailing the specific assessment methods to be used by all Arborists on the operation for consistency of assessment.

Hazard tree assessment strike team training, detailing how they will mark trees and document hazard tree assessments, and how they coordinate when conducting and documenting the Hazard Tree assessments.

International Society of Arboriculture (ISA) Tree Risk Assessment Qualification training for eligible personnel, if requested by the User Agency.

Any other necessary training as warranted for the specific operation, as directed by the User Agency.

PROVIDE TEMPORARY WATER TRUCK/DRIVER – DUST CONTROL

Within seven (7) days of receiving the NTP, Contractor shall secure a water source and provide water trucks for use throughout the Operational Area, as specified by the User Agency at the rates identified in Exhibit B.1 – Rate Sheet. Contractor's water trucks shall suppress dust from fire debris properties temporarily until the DDHTR contractor can mobilize water trucks to the Area.

The water trucks provided shall have a minimum five thousand (5,000) gallon capacity and include the water truck, driver, and all requirements for operations as identified in the User Agreement. The Contractor shall charge at the daily rate per truck per twelve (12) hour working day and includes water, fuel, hoses and fittings, and all items necessary to apply dust control water using truck mounted spray and manually applied dust control water as needed, and includes water truck mobilization and demobilization, the costs of permits, and use of agency meters.

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TRUCK INSPECTIONS, TRAFFIC MANAGEMENT PLANS, AND ROAD ASSESSMENTS

a) **DOT TRUCK INSPECTIONS**

Contractor shall provide a DOT commercial truck inspector with a two (2) person crew.

Contractor shall provide certifications and resumes indicating the crew's experience as truck inspectors to the User Agency for approval.

The inspectors shall have the necessary insurance, qualifications, and expertise to perform a Level One Inspection for all commercial trucks assigned to the operation.

Contractor shall provide as many such two (2) person crews as is determined by the User Agency to be necessary to confirm that all trucks pass safety inspections as required by the California Highway Patrol and applicable State and Local regulations.

Inspect all haul trucks, logging trucks, wood chip trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the project. Water trucks used specifically for on-site lots are not subject to inspection provided they are not carrying water loads on a public road; these water trucks are considered construction vehicles.

Contractor shall placard each and every truck that has passed inspection with a unique placard and bar-coded identification number.

Contractor shall re-inspect ten (10) percent of all previously certified trucks every thirty (30) days.

Contractor shall provide all inspection records, both pass and fail, to the IMT within twenty-four (24) hours of the inspection.

The DDHTR Contractor shall provide a location(s) for the DOT inspections to be conducted. Contractor shall coordinate closely with DDHTR contractor in order to conduct these inspections prior to deployment of each applicable vehicle the operation. All necessary facilities, including portable offices, restrooms, and shade shelters shall be provided by the DDHTR Contractor.

b) **TRAFFIC MANAGEMENT PLANS**

If directed by the User Agency, Contractor shall prepare a traffic management plan. The plan shall include an assessment of likely travel routes from the Operational area to the anticipated end use facilities, a summary of recent roadway traffic loadings on the anticipated routes, an assessment of the anticipated traffic impacts of the operation on those roadways, suggested

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temporary striping or roadway improvements, and temporary signalization or signage improvements that could minimize or reduce traffic impacts. The contractor should charge the Civil Engineer position identified in Exhibit B.1 – Rate Sheet, to prepare these plans, which are subject to approval by the User Agency.

c) EXISTING ROADWAY ASSESSMENTS & DOCUMENTATION

Contractor shall conduct an initial visual and video survey of roadways and infrastructure along those roads that could potentially be impacted by the debris and hazard tree removal Operations. Video recordings shall be of sufficient quality to assist in the post-operation assessment of the impact of the operation on these roadways. As described in the Special Provisions, Contractor shall also prepare engineering reports of road conditions if requested to do so by the User Agency.

OFFICE AND LAYDOWN YARD IDENTIFICATION AND ASSESSMENTS

OFFICE AND STORAGE FACILITIES

Within seven days of receiving the NTP, Contractor shall secure local office and equipment storage space to be used to support the Contractor throughout the duration of the Operation. The facility(ies) shall provide the Contractor (and its Subcontractors) a place to manage its tasks separate from the User Agency's Operations Center. The facility(ies) shall also be used to provide storage of all field and monitoring equipment, support equipment, computers, tablets, PPE, and materials. This facility or other site shall be approved by the OSC as a suitable location for the Contractor to conduct required trainings and daily safety briefings. The User Agency may direct that certain Contractor personnel work from User Agency facilities and/or embed with User Agency staff to ensure close coordination. Costs for these facilities shall not be reimbursable separately, and the Contractor's Exhibit B.1 – Rate Sheet shall be inclusive of these costs.

OTHER FACILITIES

Contractor shall develop and implement a soil sampling plan for facilities provided by the DDHTR contractor, including equipment laydown yards, temporary wood processing and storage yards, debris management facilities, and any other DDHTR contractor selected and permitted facilities approved by the OSC in support of the Operation. These plans shall be reviewed by the OSC prior to implementation.

Once approved by the IMT, the Contractor shall execute the plans and establish baseline soil assessments for each facility. These samples shall be analyzed for California Code of Regulations (CCR) Title 22 metals, Total Recovered

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Petroleum Hydrocarbons (TRPH), and benzene, toluene, ethylbenzene and xylene (BTEX) analysis by a California-certified laboratory.

Contractor shall collect and analyze additional soil samples upon demobilizing these facility sites to ensure no residual material or hydrocarbon spill was left behind. The DDHTR contractor shall be responsible for removing contaminated soils contributed by its operation in these staging areas, as verified by the Contractor, following appropriate predetermined soil sampling and analysis protocols.

Contractor shall also, if necessary and as directed by the User Agency, support the DDHTR contractor in obtaining all required local use permits for the development and operation of these facilities. Such permits may also require environmental evaluation requiring that the Contractor also conduct biological and archaeological assessments of proposed locations in accordance with the National Environmental Protection Act, the National Historic Preservation Act, California Environmental Quality Act (CEQA) and the Clean Water Act and report findings to the User Agency.

COMMUNITY AIR MONITORING PLAN

Prior to commencement of debris removal, Contractor shall prepare a draft community air monitoring plan for User Agency review and approval. The plan shall consider:

a) Where the debris removal Operations will take place.

b) Where the sensitive receptors are located that could be impacted by dust emissions from the operation.

c) Inclusion of an air monitoring program to measure air emissions upstream and downstream of active debris removal Operations for a representative one-third of the active debris removal crews.

Upon User Agency approval, Contractor shall collect background air monitoring samples to establish baseline levels for air contaminants collected from community and highly sensitive receptor areas as determined by the OSC, or designee, and Contractor. The background, community, and debris removal property air monitoring will include particulate matter (PM 2.5), airborne metals, and asbestos.

Once debris removal commences, Contractor shall implement the Air Monitoring Plan and perform ongoing air monitoring in the community and at the selected debris removal property, as outlined in the OSC-approved Air Monitoring Plan. The Contractor's Air Monitoring Plan shall include conducting debris removal property air monitoring at a rate specified by the User Agency, typically one-third of the properties with active debris removal activities on a daily basis. Community and selected debris removal property air sampling shall take place during debris removal operation hours only.

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BACKGROUND SOIL SAMPLING PLAN AND CLEANUP GOALS REPORT

Contractor shall identify regions with potentially differing soil types within the incident footprint. Soils in the vicinity but not in the ash impacted area shall be collected and sampled to establish the naturally or anthropogenic occurring metal concentrations around the Incident. These samples shall be analyzed for CCR Title 22 metals by a California Environmental Laboratory Accreditation Program. These samples shall also be analyzed for moisture content which the Contractor shall use to correct the metals concentration to determine dry metals concentrations from analytical results.

Contractor shall have a sufficient number of laboratories and Contractor staff available to support the number of air, soil, asbestos, and water samples anticipated throughout the operation to meet the required turn-around times. The turn-around time shall not exceed seven (7) calendar days unless otherwise specified by the User Agency.

Contractor shall:

a) Utilize laboratories that are appropriately certified throughout the operation.

b) Ensure that laboratories are geographically located to ensure reliable transportation of material samples.

c) Verify that laboratories have sufficient testing capacity to meet the operation's needs.

d) Ensure sufficient qualified staffing to review air, soil, asbestos, and water samples.

SIGNAGE

a) **PARCEL ADDRESS**

As part of the SA team activities (or by separate property scouting teams), Contractor shall install individual address signs for each property with a signed ROE. This new sign will assist in accountability and direct emergency services to the proper address. Contractor shall also Contact Underground Service Alert (USA) or other utility locator service to verify the location of the sign will not impact local utilities.

b) **TRUCK PLACARDS AND IDENTIFICATION NUMBERS**

Contractor shall provide the DDHTR contractor debris removal trucks a placard or other visible means of identification as part of the Operation. Contractor shall also place a bar-coded external sticker to each truck in an easily accessed location on the truck's exterior. The bar-coded sticker shall assist the

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Contractor with identifying specific trucks as each truck enters and leaves a debris removal site and/or end use facility.

c) **CREW SIGNS**

Contractor shall verify and report that the DDHTR contractor provides crew number signs for their Debris Removal Crews and for their Hazard Tree Removal Crews that meets specifications.

END USE FACILITY ASSISTANCE

Contractor shall coordinate with the DDHTR contractor-selected debris and tree materials end use facilities for locations at those facilities at which Contractor staff can conduct their tracking and monitoring of DDHTR contractor truck disposal weights/volumes received, so that completion tickets can be issued.

BIOLOGICAL ASSESSMENT

a) ENVIRONMENTAL PROTECTION PLAN
If the User Agency prepares an Environmental Protection Plan or other similar document, all work under this section shall be conducted in compliance with the Environmental Protection Plan (EPP), including but not limited to any relevant Programmatic Biological Opinion, Federal Consultations, or other applicable requirements, as identified by the User Agency. If directed to so by the User Agency, the Contractor shall assist in developing the EPP in coordination with Federal, State and Regional resource agencies

b) DESKTOP REVIEW
Contractor shall procure and review relevant background information, such as the California Natural Diversity Database, to develop a baseline understanding of what biological resources, such as sensitive species, may be encountered on enrolled parcels and throughout the project area. The results of this review shall be documented in a summary report authored by a Qualified Biologist, which shall be amended as needed throughout the project if additional parcels are enrolled. The results of this review shall assist and inform the biological site assessments described below.

c) BIOLOGICAL SITE ASSESSMENTS
Contractor shall assign a two (2) person team to assess each enrolled parcel. The team shall include one (1) biologist or senior biologist and one (1) Task Force Leader who shall assist in preparing documentation. The team will conduct a visual assessment of the expected work area, including the structural debris field, areas proximate to the right-of-way where hazard trees may be removed from, access routes, expected parking areas, and expected water crossings. The biological site assessment shall determine:

If any specific biological concerns exist on the site;

If any BMPs listed in the EPP are applicable to the site;

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If biological monitoring, as described in the EPP, is required during work.

These determinations shall be documented in a Biological Site Assessment Report, which shall identify the biologist who conducted the assessment and include any relevant photos. This report shall be made available to the User Agency within twenty-four (24) hours of completion of the site assessment in a User Agency-identified database system, and relevant information shall be uploaded to the designated information system within the same timeframe. Contractor shall ensure these biological site assessments are completed prior to structural debris removal or hazard tree removal operations on the subject parcel.

d) BIOLOGICAL MONITORING
If the Biological Site Assessment determines that onsite biological monitoring is required, in accordance with the EPP, for some or all of the work, the Contractor shall assign a biologist or senior biologist to monitor work completed by the DDHTR Contractor on the site. The biologist shall advise and instruct the DDHTR Contractor of any required BMPs and report any noncompliance to the IMT. The biologist shall prepare a Biological Monitoring Report which shall identify the biologist who conducted the monitoring and describe:

If all applicable BMPs identified in the Biological Site Assessment Report were properly implemented;

If any unexpected biological discoveries were made, and how they were managed;

If any impacts to biological resources were observed, and how they were mitigated, if applicable.

This report shall be prepared at the conclusion of work on the subject parcel, which shall be made available to the User Agency within completion of work.

ARCHAEOLOGICAL ASSESSMENTS

a) ENVIRONMENTAL PROTECTION PLAN
If the User Agency prepares an Environmental Protection Plan or other similar document, all work under this section shall be conducted in compliance with the Environmental Protection Plan (EPP), including but not limited to any relevant Programmatic Agreements, Federal Consultations, Tribal Consultations, or other applicable requirements, as identified by the User Agency. If an Archaeological Treatment Plan (ATP) is prepared for the project, Contractor shall also comply with all relevant requirements stipulated in the ATP. If directed to so by the User Agency, the Contractor shall assist in developing the EPP or other documents, such as the ATP, in coordination with Federal, State and Regional resource agencies.

b) DESKTOP REVIEW

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Contractor shall procure and review relevant background information to develop a baseline understanding of what archaeological and cultural resources, such as historic properties or resources, may be encountered on enrolled parcels and throughout the project area. The results of this review shall be documented in a summary report authored by a Secretary of Interior Qualified Archaeologist, which shall be amended as needed throughout the project if additional parcels are enrolled. The results of this review shall assist and inform the archaeological site assessments described below.

c) ARCHAEOLOGICAL SITE ASSESSMENTS

Contractor shall assign a two (2) person team to assess each enrolled parcel. The team shall include one (1) archaeologist or senior archaeologist and one (1) Task Force Leader who shall assist in preparing documentation. The team will conduct a pedestrian survey of the expected work area, including the structural debris field, areas proximate to the right-of-way where hazard trees may be removed from, access routes, expected parking areas, and expected water crossings. The archaeological site assessment shall determine:

If any specific archaeological concerns exist on the site;

If any BMPs listed in the EPP are applicable to the site;

If archaeological monitoring is required during work.

These determinations shall be documented in an Archaeological Site Assessment Report, which shall identify the archaeological who conducted the assessment and include any relevant photos. If the report contains legally confidential information, the report shall be marked “Confidential” and appropriately protected from disclosure. This report shall be made available to the User Agency within twenty-four (24) hours of completion of the site assessment in a User Agency-identified database system, and relevant information shall be uploaded to the designated information system within the same timeframe. Contractor shall ensure these archaeological site assessments are completed prior to structural debris removal or hazard tree removal operations on the subject parcel.

d) ARCHAEOLOGICAL MONITORING

If the Archaeological Site Assessment determines that onsite archaeological monitoring is required, in accordance with the EPP, for some or all of the work, the Contractor shall assign an archaeologist or senior archaeologist to monitor work completed by the DDHTR Contractor on the site. The archaeologist shall advise and instruct the DDHTR Contractor of any required BMPs and report any noncompliance to the IMT. The archaeologist shall prepare an Archaeologist Monitoring Report which shall identify the archaeologist who conducted the monitoring and describe:

I. If all applicable BMPs identified in the Archaeological Site Assessment Report were properly implemented;

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II. If any unexpected archaeological discoveries were made, and how they were managed if applicable;
III. If any impacts to archaeological resources were observed, and how they were mitigated, if applicable.

This report shall be prepared at the conclusion of work on the subject parcel, which shall be made available to the User Agency within completion of work.

DATA MANAGEMENT SYSTEM ESTABLISHMENT AND OPERATION

Contractor shall provide and perform the following information, data management services (GIS services), and tasks in support of User Agency planning, environmental, and Operational needs prior to the Operational startup:

ESTABLISH GIS AND DATA MANAGEMENT SYSTEM

Contractor shall establish a system to manage all Disaster Debris Operations data and Hazard Tree Removal Operations data, including all project related data requirements as specified by the IMT, with ESRI compatible software or as approved by the User Agency. The Contractor may be required to inventory, evaluate, and integrate GIS products or data from the User Agency or third parties. Contractor may be required to investigate the integrity of this data and identify and resolve any discrepancies, with input from the User Agency.

DEVELOP ROW MAP SEGMENTS

If directed by the User Agency, Contractor shall identify all public roads within the Operational area. The Contractor shall then divide the road network "Right of Way Segments" within the GIS system, for the purposes of managing hazard tree assessments of the right of way. Each Right of Way Segment should include one quarter centerline mile, unless otherwise specified by the User Agency. Certain segments may need to be shorter or longer in length, such as add the terminus of a road.

ADMS INTEGRATION

Ensure licensed Automated Data Monitoring System (ADMS) software and platforms integrate Operational, planning, and environmental needs information directly with data management system(s) as specified by the User Agency, such that the data recorded through ADMS software integrates with the Contractor's GIS database (e.g., trees plotted according to their coordinates, with all recorded information and photos included). Contractor's GIS responsibilities include the support, management and maintenance of other Agency databases as directed by the User Agency (e.g., Cal OES or DTSC). If required, Contractor shall prepare a GIS transition plan.

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Investigate and highlight discrepancies between various agency datasets, including GIS errors and APN discrepancies to allow reconciliation of datasets.

If necessary, repair coding scripts in data management system(s) as specified by the User Agency.

Connect the User Agency's data management system(s) to the Contractor's ADMS, allowing for real time updating of the User Agency's data management system(s) and any Public Facing Map (PFM).

Update parcel status after ROEs have been received and entered into the ROE collection tool. Contractor shall regularly update tracking of individual APN's as each parcel progresses through Operational steps, including the cross referencing of the Debris Removal and Hazard Tree Removal Functions identified in this SOW.

DATA RETENTION

Contractor shall retain all documents and data, including drafts, notes and summaries, for a period of seven (7) years from document creation, unless otherwise specified by the User Agency.

USER AGENCY ACCESS AND SYSTEM COMPATIBILITY

Upon request of User Agency, Contractor shall allow immediate access to any and all records, including notes, drafts, summaries and all documents required to be prepared and submitted.

All data systems utilized by the Contractor shall be made available to the User Agency, IMT, and any additional County staff requiring access. Contractor's software shall be compatible with the User Agency's database software. Access shall be granted to these systems prior to the commencement of any other activities covered by this Agreement.

TIMELINESS

Completed work shall be properly documented and uploaded into the required data collection systems as dictated by the User Agency, typically within twenty-four (24) hours unless otherwise specified.

OPERATIONAL AND PUBLIC-FACING NEEDS

OPERATIONAL

The data framework established by Contractor shall support the requirement of Operational, actionable, and real-time data by tracking all work performed by the County, Contractor, the DDHTR contractor, and other contractors in order to coordinate and schedule daily activities. Data may be collected

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automatically from the field through the Application Programing Interface (API) integration of software platforms (e.g., Survey123) to the primary data repository (e.g., Esri products). Planning staff may also populate data collected on physical forms in the field and transfer that data into the data system.

DOCUMENTATION

Documentation of complete work shall be provided to support the requirement for public-facing data. Public-facing data must be available to the County for any public-facing maps/dashboard, at the request of the IMT, and available to User Agency call center staff.

DATA COLLECTION TOOLS

Contractor's data collection systems shall be able to operate both in areas with cellular service available and in areas without cellular service. All data systems shall be compatible with and able to rapidly integrate with User Agency data system. If the User Agency deems it necessary, the Contactor data system shall be able to rapidly integrate with the User Agency data systems via API integration. Data collection tools for monitoring hazard tree removal Operations must have the ability to scan the barcodes affixed to hazard trees to ensure efficient data capture.

RIGHT-OF-ENTRY FORM COLLECTION AND TRACKING

The Contractor shall receive and process ROE forms as follows:

Mariposa County will receive and review ROE forms submitted by property owners that elect to have their properties cleaned up by the User Agency's disaster debris and hazard tree removal program. Those ROEs that meet with County requirements will be delivered to the IMT for inclusion in the Operation. Contractor shall incorporate IMT-approved ROEs in its GIS database system and verify street addresses and locations to ensure unique and verifiable parcels are not duplicative. If there are duplicates or APNs that cannot be located, Contractor shall coordinate with the IC and the County to rectify the situation. Contractor shall also set up a system to acknowledge the withdrawal of an ROE parcel owner from the program and note what stage of the operation at which that property left the program, and to track properties deemed ineligible and reason for the ineligibility.

Update parcel status after ROEs have been received and entered into the Contractor's data management system, and as each parcel progresses through Operational steps, including the cross referencing of the Debris Removal and Hazard Tree Removal Functions identified in this SOW.

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Update parcel status after the completion of a Site Assessment and required EPP assessments (biological, archaeological) in preparation for Disaster Debris or Hazard Tree Removal.

Conduct and maintain an inventory of County provided surveys, dashboards, groups, and GIS layers.

Manage data access to ensure User Agency, Contractor, DDHTR contractors and Tribal staff have proper access. User Agency shall have full access to data throughout the operation.

Contact property owners to verify the ROE content.

HISTORICAL AND CULTURAL PRESERVATION MONITORING INITIAL TASKS

As specified by the User Agency, consistent with applicable law, prior to Operation startup, and under the direction of the Contractor's Lead Archaeologist, the Contractor shall facilitate historical and cultural preservation monitoring.

Contractor shall maintain confidentiality of Tribal resources upon request of Tribe(s) and shall perform the following tasks:

The Contractor will conduct a historical records search for native and non-native past findings within the operation covered burn scar(s) within the region and determine most likely areas within each burn scar that historical artifacts have been or may be found. As a result of good-faith and reasonable efforts to identify and protect cultural resources, Tribal Monitoring may be a possible mitigation outcome of the Section 106 consultation for the Private Property Debris Removal (PPDR) Operation within a region.

Based on the historical records search, Contractor shall provide the findings to the User Agency. If Tribal Monitoring services are needed, User Agency approval is required before the Contractor can proceed.

Set-up and convene an initial Tribal Consultation meeting with both federally and non-federally recognized Tribe(s) to provide an overview of Operations and ability to engage in mitigation, avoidance, minimization treatment measures to protect cultural and historical artifacts, which may include Tribal Monitoring.

Provide administrative, logistical and programmatic support staff for the User Agency's government-to-government consultations with federally and non-federally recognized Tribe(s). Consultations with individual Tribe(s) may be required as part of the government-to-government consultation process.

Draft scope of work (SOW) for mitigation, avoidance, and minimization treatment measures to protect cultural and historical artifacts, which may include Tribal Monitoring work, with the approval of the User Agency.

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In cooperation with the Tribes that will be a part of this operation, develop and present a Tribal/cultural sensitivity training to all the Contractor's Operations staff, User Agency's staff, DDHTR contractor's staff, and other field support staff participating in this Operation.

DEVELOPMENT OF A HAZARD TREE ASSESSMENT METHODOLOGY

Within seven (7) days of receiving the NTP, the Contractor shall develop and present to the User Agency a technical methodology for identifying and assessing hazard trees. As described in the Exhibit A.1 – Special Provisions, Section 6.23, for the purposes of the Operation, hazard trees are trees that are so damaged by the declared incident that they pose an imminent or immediate threat of falling on public improved property or rights of way or pose a hazard to other targets as prescribed by the User Agency. The technical methodology shall describe how the Contractor's Arborists will determine which trees meet the User Agency's definition of a hazard tree and that the is a hazard as a result of the declared incident.

This technical methodology must be based on:

Established standards, academic papers, or guidance from the California Department of Forestry and Fire Protection (CAL FIRE) and the United States Forest Service, and/or other reputable sources;
Standards and guidance set forth in Federal Emergency Management Agency (FEMA) policy including:

The Public Assistance Program and Policy Guide, such as V3.1's (2018) page 49-50;

44 CFR section 206.224 (a)(1)-(4);

44 CFR section 206.221(c);

44 CFR sections 206.220 – 206.228.

Any other relevant Federal standards.

The methodology should describe the specific factors an Arborist will consider when assessing whether a tree poses a threat of falling on public rights of way or other improved property, for each species identified in the Operational area.

Upon approval by the User Agency, the methodology should be implemented within the Contractor's electronic assessment tool for field use by Arborists.

If the Contractor elects to utilize a technical methodology and electronic assessment tool developed by a third party, the Contractor must submit to the User Agency a proposal evidencing what reputable sources support the third party's methodology and tool. The User Agency may accept or reject the proposed methodology or may direct that changes be made to the methodology or tool.

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Implementation of any User Agency-directed changes shall not be grounds for additional compensation.

DEBRIS REMOVAL FUNCTIONS

The following is a summary description of the tasks the Contractor shall perform in implementing the Debris Removal Operation. The actual interpretation in implementing the Operation is at the discretion of the IMT in accordance with the User Agreement, including Exhibit A.1 – Special Provisions. The User Agency will direct the Contractor when and where these services are necessary.

INDIVIDUAL PROPERTY SITE ASSESSMENTS, ASBESTOS ASSESSMENTS, AND ENVIRONMENTAL AND HISTORICAL ASSESSMENTS

Contractor shall perform assessments as specified below and in accordance with Exhibit A.1 – Special Provisions:

a) **SITE ASSESSMENTS**

If no address signs are present, Contractor shall install individual address signs for each property with a signed ROE. This new sign will assist in the accountability and direct emergency services to the proper address. Contractor shall also contact USA or other utility locator service to verify the location of the sign will not impact local utilities.

If properties in the Operational area are on septic systems, Contractor shall identify septic tank and leach field locations on each property.

Contractor shall identify water wells on properties not serviced by the local water agency.

Contractor shall photograph each site from all sides to document all aspects of the property both burned and non-burned items.

Contractor shall sketch property boundaries including ash/structure footprints and any debris fields, delineate locations of visible septic tanks, leach fields, water sources, and imminent threat hazards to the DDHTR contractor. Contractor shall describe the type of foundation(s) and sketch other hardscape and vehicles.

Contractor shall sketch and record ash footprints in addition to structures (e.g., vehicles, equipment, ATVs, trailers, recreational vehicles), creek beds, culverts, bridges).

Contractor shall identify and photograph other property-specific hazards (e.g., swimming pools, retaining walls, basements, chimneys, partial walls, hazardous trees, large vehicles, propane tanks).

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Contractor shall also document any existing erosion control BMPs, such as wattles or compost socks and sediment collected on each property that may have or could catch structural ash and debris sediment.

Contractor shall conduct Mercury and Radiological site survey sweeps, using handheld equipment described in Exhibit A.1 – Special Provisions, Sections 5.7 and 5.8.

Identify and contact Owner of large partially damaged or undamaged propane tanks.

Contractor shall identify and document any household hazardous waste (HHW) that may remain on the property and notify the User Agency for need of its removal by others (such as DTSC).

If non-residential properties (i.e., commercial, industrial, public properties, etc.) are added to the Operation, Contractor shall provide the following services for each such property:

Evaluate the property based on zoning.

If the presence of hazardous materials is clearly a concern or unknown, conduct Envirostor search (DTSC website).

If the presence of hazardous materials is still unclear, solicit historical parcel data from Environmental Data Resources, Inc. (EDR) or equal provider. Contractor shall review and assess the report and provide recommendations to the User Agency as to next steps to be taken. Contractor shall be eligible for reimbursement of EDR (or equal) report, and its review, as identified in Exhibit B.1 – Rate Sheet.

If the results indicate the possibility of hazardous materials, the Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1, analyzing for all appropriate constituents of concern for purposes of proper disposal of materials removed.

ROPE ACCESS PLAN PREPARATION AND TRAINING

The Rope Access Plan will be prepared for specific needs of specific properties. These operations typically require a unique plan for one or very few properties. If the plan for one property does not directly apply to another property, then a separate Rope Access Plan and required training may need to be prepared and implemented. It is unclear at this time the number of staff that will require such training. That will be determined on an as required basis, therefore for purposes of this MSA:

Up to ten (10) maximum employees will require training and gear.

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Contractor shall determine, as part of its Rope Access Plan, whether a rescue team is required by reviewing applicable OSHA and Cal/OSHA regulations. Contractor is expected to provide a rescue team if one is required by regulation. User Agency may assist in coordinating with local government for a rescue team if applicable.

That two hundred fifty (250) foot ropes will be required.

Steep slopes may require the use of ropes and rappelling gear to assess and remove debris. If ropes are necessary for access, Contractor will submit a Rope Access Plan per Title 8, CCR, Section 3270.1, Use of Rope Access Equipment. Contractor shall establish, implement, and maintain a written Code of Safe Practices for rope access work. The written plan shall include, but not be limited to the following elements:

i. Methods of rope access and anchorage used by the employer;

ii. Employee selection criteria;

iii. Equipment selection and inspection criteria;

iv. Roles and responsibilities of rope access team members;

v. Communication systems;

vi. Employee training program;

vii. Rescue and emergency protocol;

viii. Identification of any unique site hazards that may affect the safety of employees using rope access methods;

ix. Prevention of rolling debris;

x. Structure and infrastructure protection.

This work plan, equipment, training, supplies, protection devices, any other material deemed necessary by the User Agency and the User Agency's Health and Safety Professional will be paid at the rate identified in Exhibit B.1 – Rate Sheet.

b) **ASBESTOS ASSESSMENTS AND ABATEMENT**

I. Contractor shall coordinate with the OSC and PSC in obtaining National Emission Standards for Hazardous Pollutants (NESHAPs) authorization from delegated regional air quality management districts, or the California Air Resources Board (ARB), whichever applies, to prepare, submit, and gain agency permit approval prior to knocking down any chimneys or walls. As

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part of the permit application, Contractor shall develop a submittal protocol for reporting properties requiring knocking down chimneys and/or partial walls.

II. Contractor's Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) shall conduct surveys to identify, sample, and analyze results for suspected gross asbestos containing materials, including concrete foundations and mortar. Asbestos sample analysis shall be completed within seven (7) working days unless otherwise specified or approved by User Agency. If necessary, the DDHTR contractor will be directed by the IMT to knock down Chimneys and/or partial walls for Contractor's CAC/CSST to safely assess and sample all of the ash and debris footprints for asbestos containing materials.

III. Contractor shall notify the air agency, a minimum of 1 week prior to DDHTR contractor knocking down chimneys or partial walls as part of NESHAP notification, or as directed by the User Agency.

IV. Contractor shall monitor and confirm the DDHTR contractor's removal of Asbestos Containing Materials (ACM) for those properties where asbestos is found or suspected, as identified by Contractor's CAC/CSST.

V. Contractor shall document CAC clearance of abated parcels.

c) **ENVIRONMENTAL ASSESSMENTS**

I. Contractor, through its Environmental Unit Manager/Senior Environmental Specialist or designee, shall confirm that the DDHTR contractor is properly installing the required environmental BMPs and AMMs, as well as removing BMPs and AMMs if required. If not, Contractor shall immediately instruct the DDHTR contractor to do so.

II. Contractor's Environmental Unit Leader shall notify the Environmental Unit Manager/Senior Environmental Specialist, the OSC, and the PSC if there are any unforeseen issues or concerns that the DDHTR contractor is not following the EPP as required.

III. Throughout the whole debris removal Operation, Contractor, utilizing US Fish and Wildlife Service (USFWS) Qualified Biologists shall assess, monitor, and document identified endangered species, nesting birds (during season), water quality permits, and stormwater. Contractor shall report daily and prepare summary reports prior to each IMT planning meeting.

IV. All EHP data and documentation shall be uploaded to the DDHTR contractor database for planning section review within twenty-four (24) hours of work.

d) **HISTORICAL PRESERVATION ASSESSMENTS**

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I. Contractor shall provide monthly (or as otherwise specified) status reports to the User Agency containing actions completed for the preceding month, actions projected for the coming month, and any issues that must be addressed regarding Tribal Monitoring activities.

II. Contractor shall develop contract(s) with the Tribe(s) to conduct Tribal Monitoring. Upon approval of the User Agency, Contractor shall enter into contract(s) with Tribe(s) to implement Tribal Monitoring Program(s), consistent with applicable law.

DEBRIS REMOVAL PHASES

a) **PREPARATION FOR DEBRIS REMOVAL**

After an APN's pre-operation assessments have been completed, the APN has been listed on the debris crew planning runway and listed on the IAP as needing property owner notification, Contractor shall initiate contact with property owners twenty-four to forty-eight (24-48) hours by phone and e-mail prior to planned commencement of debris removal or as otherwise specified by the User Agency. Contractor shall notify the property owners of the estimated commencement of debris removal. This notification shall be documented and placed on the tracking system.

b) **MONITORING**

During debris removal, Contractor shall monitor the DDHTR contractor's activities, including:

AIR MONITORING

Once debris removal commences, Contractor shall conduct ongoing air monitoring in the community and at selected debris removal properties, as outlined in the OSC-approved Air Monitoring Plan.

Contractor shall conduct debris removal property air monitoring on approximately 1/3 of the properties that are actively having debris removed on a daily basis.

Community and debris removal property air sampling shall take place during debris removal Operational hours only.

Contractor shall provide all air monitoring equipment to be used for community air monitoring per the requirements in Exhibit A.1 – Special Provisions.

Contractor's standard air monitoring stations shall perform real-time monitoring of airborne fine particulate matter concentrations (particulates

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with an aerodynamic diameter of 2.5 µm, PM2.5) and air sampling for CAM-17 metals, excluding mercury and beryllium.

Contractor shall perform particulate monitoring and metals sampling at community locations during working hours for the duration of the Operation, or until such time the OSC determines that air monitoring may cease.

Contractor shall direct laboratory to run advance air sample analysis, including asbestos (NIOSH Method 7400 and NIOSH Method 7402), mercury, silica, and hexavalent chromium in air samples, as directed by the User Agency.

Air monitoring equipment will be paid at a daily rate as identified in Exhibit B.1 – Rate Sheet, that includes all items required for the complete placement, maintenance, repair, operation of the air monitoring equipment. The daily rate is to include the rental of the equipment, generator, all laboratory costs, and fuel. These laboratory costs include PM10 and PM2.5 and CAM 17 heavy metals analyses (minus Mercury and Silica) on air monitoring sample particulates, if the particulate level warrants the analyses.

TRIBAL MONITORING

Contractor shall:

In cooperation with the Tribes that will be a part of this operation, develop and present a tribal/cultural sensitivity training to all the Contractor's Operations staff, User Agency's staff, DDHTR contractor's staff, and other field support staff participating in this Operation.

Draft scope of work for mitigation, avoidance, and minimization treatment measures to protect cultural and historical artifacts, which may include Tribal Monitoring work, with the approval of the User Agency.

Coordinate with Tribe(s), under contract, to conduct daily Tribal Monitoring activities in accordance with the Incident Action Plan (IAP), to be issued twice a week or as specified by the User Agency. Provide logistical and programmatic support for the User Agency's government-to-government consultations with federally and non-federally recognized Tribe(s). Consultations with individual Tribe(s) may be required as part of the government-to-government consultation process.

If requested by the User Agency, Contractor shall coordinate a kickoff meeting via phone or in-person to discuss Tribal Monitoring compliance requirements. If an in-person meeting is required, the User Agency will determine the location. The User Agency will identify the parties or individuals that need to be included in the kickoff meeting. The parties or

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individuals may include the Tribe(s), the California Governor's Office of Emergency Services (Cal OES), FEMA, the User Agency and other parties as specified by the User Agency.

Provide bi-weekly or as specified by the User Agency, monitoring summary reports to ensure Tribal Monitoring requirements are fulfilled.

Review Tribe's daily Activity Log (ICS 214) form or approved User Agency form that documents the properties monitored and hours worked that day.

Direct each Tribe to prepare a draft monitoring post-implementation summary report to be reviewed and finalized by the Lead Archeologist. Each Tribe's report shall supplement the Contractor's Monitoring Summary Report.

Contractor shall prepare a Monitoring Post Implementation Summary Report to be submitted to the User Agency as a supplemental document to the State Historic Preservation Officer at the conclusion of the Operations. The monitoring report shall include:

Summary of monitoring activities performed in the field.

Summary of observed impacts to sites of cultural or religious significance to Tribe(s).

Summary of mitigation, avoidance, minimization treatment measures applied.

Summary of protocols followed during field Operations.

Document agreed-upon labor rates (established through government-to-government consultations outside of the MSA) and other Tribal subcontract terms with each Tribe that will be participating as Tribal Monitors in the Operational area.

Contractor shall not offer Tribal Monitoring Services under this MSA for User Agencies unable to accept the compensation model as described in Exhibit B.1 – Rate Sheet. User Agencies reserve the right to contract directly with Tribes for Tribal Monitoring services at any time during the term of MSA.

DEBRIS REMOVAL MONITORING

Contractor, through its TFLs, shall monitor debris removal in accordance with Exhibit A.1 – Special Provisions, and as follows:

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1. For each APN at which the TFL is providing monitoring services, the TFL shall have all documentation collected for the APN (including ROE, Site Assessment, other homeowner requests etc.) as hard copies or downloaded pdfs on a tablet or phone that are readable and usable.

2. Along with the TFL and DDHTR contractor's Crew Lead, the TFL shall review the property owner's ROE comments and requests, verify the extent of the property, review the SA Report, and point out locations of items to protect or stay away from (e.g., septic tanks, leach fields, water wells, drop offs, etc.) or that the property owner chooses to keep.

3. Conduct a comprehensive site walk of the full work area ("360 Degree Site Walk") with the those present for the document review in "b" above. Confirm that DDHTR contractor's Crew Lead is aware of all marked septic systems and leach fields, is aware and will comply with requests from the Property Owner, and all other relevant details prior to commencing Operations.

4. The TFL shall also indicate to the DDHTR contractor any existing erosion control BMPs, such as wattles or compost socks and sediment collected to be removed with ash and debris loads, as they are presumed to have captured fire debris runoff from the structural debris footprint.

5. The TFL shall determine with the DDHTR contractor Crew Lead how the site debris will be cleared, order of debris piles, and where the operator intends to load the trucks. They will also agree upon the location(s) of the Exclusion Zone(s). The DDHTR contractor will be responsible for staking and taping off these areas.

6. The TFL shall document every truck that enters and exits the APN with a load of debris materials, note the type of debris (i.e., danger trees, ash and debris, metals, vehicles, concrete, contaminated soil, etc.), the truck identification number, and the time that the truck leaves for the disposal site or end use facility.

7. Contractor shall document any vehicle that is removed from an APN, whether taken directly to an end use facility or to an independent location set up by the DDHTR contractor specifically for the State or Local Government to safely verify VINs for vehicles included in the Operation.

8. Contractor shall provide TFLs to track vehicles taken to and from this VIN identification processing facility in "7." above.

9. Contractor shall check that the DDHTR contractor has removed approximately six (6) inches of soil from below each and every debris pile on the property.

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10. Contractor shall verify that the DDHTR contractor crew has removed any previously placed stormwater BMPs, whether placed by the DDHTR contractor or others, and any structural debris sediment trapped upstream of them.

11. Once the DDHTR contractor Crew Lead has indicated that the debris has been sufficiently removed from the APN, the Contractor TFL shall alert the Contractor's Division Supervisor (DS) and the User Agency's OSC or designee with at least two (2) hours or more of lead time that they may be needed for an intermediate site walk.

12. The TFL, together with the DDHTR contractor's crew laborers, shall conduct a site walk to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. Contractor shall confirm that, visually, all debris has been removed from the site and is ready for confirmation soil sampling.

13. If applicable, Contractor shall verify that the DDHTR contractor has identified any on-site trip and fall hazards and marked them with a brightly covered spray paint, impalement hazards are capped or cut to grade, and that temporary hazard fencing is installed around any fall hazards or holes.

14. The Contractor's DS (or designee) and the User Agency OSC (or designee) shall conduct the intermediate site walk to confirm that the site is sufficiently cleaned of debris and should be cleared for soil sampling. Then the DDHTR contractor's crew can be directed to mobilize to the next assigned site on the PSC's runway.

15. Contractor shall provide TFLs at all of the DDHTR contractor's designated disposal sites and end use/recycling facilities to document DDHTR contractor trucks by scanning their bar-codes. Contractor shall document arrival times, weights or load volumes, and, if possible, the time each truck leaves the facility.

16. TFLs shall issue a ticket for each DDHTR contractor's truck entering one of these facilities.

17. **DAMAGE CLAIMS**

The TFL shall document any property damage occurring during the Operation, whether witnessed by the TFL or brought to the TFLs attention. Documentation shall include a written description of what happened, a description of the damage, who was present, date and time, witnesses (and contact information), photographs of the damage, and any other relevant information. This includes any damage, whether accidental, negligent, or intentional, including, but not limited to, damage to environmental BMPs, private property

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(whether in or out of the Program), roadways, or bridges, that has occurred on-site or due to the DDHTR contractor's Operations or other source. Any such damages shall be reported to the Contractor's DS and to the User Agency, following the User Agency's damage claim protocols. The User Agency may direct that specific forms, such as Incident Report Forms, are utilized for the completion of this task.

After User Agency and IMT review of the documentation, the User Agency and IMT will make a decision regarding the validity of the damage claim and who, if anyone, will be responsible for repairing the reported damage. The DDHTR contractor and/or the Contractor may be liable to repair such damages as directed by the IMT.

c) **SOIL SAMPLING AND RESCRAPES**

Upon satisfactory completion and approval of the Interim Site Walk inspection by the User Agency OSC, Contractor shall perform soil sampling at each property. Contractor shall:

Sample and analyze soil, as described in the User Agency-approved Contractor Soil Sampling Plan.

Samples must be collected within five (5) working days of the DDHTR contractor completion debris removal, unless otherwise directed or approved by the User Agency.

Compare soil results to cleanup goals, developed in the Soil Sampling Plan. Contractor must ensure the laboratory turnaround time for soil confirmation samples does not exceed seven (7) working days from time of sample collection, unless otherwise directed or approved by the User Agency.

If results exceed cleanup goals, another layer of soil will be removed from the specific area that exceeded these goals (by the DDHTR contractor, while monitored by a Contractor TFL), as directed by the OSC or designee. The decision unit(s) (DUs) will then be re-sampled under the direction of the User Agency.

If the User Agency determines that there is an indication of higher background concentrations of local metals, the Contractor shall collect soil borings outside of the debris footprint but in proximity to the DUs in question, at the direction and discretion of the User Agency.

If the User Agency determines that contamination on the property results from a source other than the structural fire, the property may be returned to the County without meeting the Operational Cleanup Goals, at the discretion of the User Agency.

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Once the samples pass the cleanup goals or site-specific goals, at the direction of the User Agency, Contractor shall document that the APN is ready for the DDHTR contractor to place erosion control.

As necessary, when determined by the Contractor and approved by the User Agency, the Contractor shall provide and operate X-Ray Fluorescence (XRF) and or soil boring equipment to assist in assessing if the property has been sufficiently cleaned, prior to sending samples to the laboratory. Contractor shall be eligible for reimbursement as identified in Exhibit B.1 – Rate Sheet.

d) **EROSION CONTROL**

Contractor shall notify the DDHTR contractor within twenty-four (24) hours when APNs are approved for erosion control to be implemented.

Contractor's Water Quality Environmental Unit Leader will direct the TFLs to oversee and inspect, direct, and document the DDHTR contractor's erosion control crew during erosion control installation on each APN.

e) **FINAL SITE WALK**

Contractor shall prepare a final site walk checklist/report for the User Agency to review and use for conducting final sign-off inspections and reporting.

Following placement of erosion control, the User Agency or designees will conduct final site walks of each APN. The site walk will consist of a review of the ROE, SA Report, debris removal information, and other relevant information, and a site visit to verify all work has been completed to the specifications outlined in this Agreement and Exhibit A.1 – Special Provisions.

If the User Agency is not satisfied that the APN is ready to return to the County, Contractor shall notify the DDHTR contractor of the deficiencies.

Once the deficiencies are addressed by the DDHTR contractor (under the monitoring of a Contractor TFL), Contractor shall notify the User Agency that a subsequent site walk can be conducted.

Upon conclusion of a satisfactory site walk, the User Agency will note any significant findings and provide a signature. Contractor shall then submit each final sign-off report to the County for the County representative's signature.

Should User Agency determine that the cleanup is not complete, the Contractor shall notify the DDHTR contractor and provide supporting

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documentation of findings and further direction within twenty-four (24) hours of completed site walk.

Contractor shall place a copy of the fully executed document in the Operation's document files.

f) **SPECIAL CONSIDERATIONS**

COMMERCIAL, INDUSTRIAL, PUBLIC, OR OTHER PARCEL TYPE ASSESSMENTS

If commercial properties are added to the Program, Contractor shall provide the following services for each commercial property:

1. Evaluate the property based on zoning, what kind of use it had prior to the fire, and aerial photos, to determine if it is likely to have stored hazardous materials.

2. If the presence of hazardous materials is clearly a concern or unknown, conduct an Environmental Assessment by checking the property against Envirostor (DTSC website) to determine if it is known to be a contaminated site.

3. If the presence of hazardous materials is still unclear, Contractor shall conduct a commercial property ESA prior to conducting an individual parcel SA by soliciting historical parcel data from EDR.

4. If the results indicate the possibility that hazardous materials were used and/or stored on the property, Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. Contractor should be prepared to provide all services described herein on commercial, industrial, public, or other properties where materials have been designated as hazardous waste. Contractor shall provide all appropriate monitoring and screening services, PPE, laboratory analysis necessary to complete debris removal operations on sites where materials have been designated as hazardous waste in full compliance with all applicable laws and regulations. The analysis shall include:

    i. CAM 17 Metals

    ii. Mercury

    iii. DRO/MRO (diesel and motor oil range organics)

    iv. GRO (gasoline range organics)

    v. EPA Method 8260D (SW-846)

    vi. SVOCs

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vii. PCBs

viii. Pesticides

ix. Herbicides

x. Dioxins (as necessary)

xi. TCLP/WET (as necessary)

ABATEMENTS

Contractor shall provide assessment and monitoring for properties entering the Program through a local abatement process. Abatement properties will require the same set of tasks as required for properties for which ROEs have been submitted, under substantially shorter timeframes. The process, including SAs, AAs and removal, debris removal, soil sampling and analysis, and erosion control placement may be required to be conducted within two (2) weeks. Contractor shall expedite all aspects of the operation, as directed by the User Agency, to complete the property in the timeframe reflected on the abatement warrant.

CHANGE ORDERS

No change orders outside the scope of services in the MSA will be allowed.

HAZARD TREE REMOVAL FUNCTIONS

The Hazard Tree Removal Functions shall be conducted when there is no ash and debris in the area within which trees could be felled. The Hazard Tree Removal Functions are likely to follow the Disaster Debris Removal functions in most circumstances. The debris removal crews and hazard tree removal crews should not impede each other's efficient Operations.

Contractor shall provide IMT staff and equipment required to support the IMT in implementing Exhibit A.1 – Special Provisions, at the discretion of the User Agency, as follows:

INITIAL HAZARD TREE REMOVAL OPERATION TRAINING

Contractor shall develop a training program for operation specific requirements. Contractor shall certify that all Contractor RPFs and Arborists are trained to identify eligible hazard trees for the Operation, prior to being sent out for any field work.

In support of Operational specific activities identified in the field, Contractor shall provide additional services, which may include, but are not limited to, providing a trainer and training for Arborist TRAQ Certification.

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HAZARD TREE ASSESSMENTS

Contractor shall perform hazard tree assessment on individual properties and county road right-of-way segments. The following tasks may be completed concurrently with Disaster Debris Removal SA tasks. However, hazard tree assessments shall be conducted to not interfere with the DDHTR contractors. Contractor's Arborists, if not HAZWOPER trained, cannot access hazard trees through debris fields.

Contractor's RPFs and Arborists shall delineate those trees that are determined to be hazard trees and mark those hazard trees in a manner directed by the User Agency on each property or segment of ROW.

Under no circumstances shall Contractor mark a tree for removal that does not meet the User Agency's definition of hazard tree unless otherwise directed and approved by the User Agency. Contractor shall be responsible for any fines or penalties incurred by the User Agency for removal of improperly marked trees, in addition to any other remedy pursuant to this User Agreement.

At least one Contractor TFL shall be paired with each Contractor Arborist on each property. Together, they will be called a Strike Team.

As part of the Strike Team, the Contractor TFL shall:

Review the ROE and/or ROW documentation for the property before any DDHTR contractor staff enter the property. The TFL shall communicate any hazards, unusual conditions, or other relevant information reported on the ROE/ROW to any other staff entering the property.

Confirm that each property, upon arrival, has an address sign installed.

If no address sign is installed, the TFL will install such a sign prior to proceeding onto the property.

Observe any overhead utilities and record in the TFL's documentation. This documentation shall be included in the database pursuant to GIS Management Services, Section 5.B.11 above, with all other property specific information.

Identify and document other property-specific hazards (e.g., animals, swimming pools, steep hillsides, large vehicles).

As part of the Strike Team, the Contractor Arborist shall mark and document all hazard trees with a User Agency approved Esri-compatible data collection software. The User Agency approved Esri-compatible data collection software shall be accessible and viewable by the User Agency at all times during the operation.

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Data collected shall include:

Unique identification numbers for all trees.

The number of trees (on the parcel or county road segment) on a SA map.

Each tree's species (as determined by the Arborist).

Tree height.

Tree diameter (at 4.5 feet above ground level).

The relative height of the tree measured by hypsometer or measuring tape and a clinometer or equal industry standard method.

Tree GPS coordinates.

Distance of tree to eligible target measured by hypsometer or measuring tape.

Photographs of each tree before removal showing all of the following unless directed and approved by the User Agency:

i. The unique identification number on the tree trunk prior to felling.

ii. The diameter on the measuring tape.

iii. The tree standing and in context (photo should be taken from sufficient distance away from the tree to show the tree alongside the rest of the parcel).

iv. The threatened public improved property or right of way from the perspective of the hazard tree.

Contractor shall place all data and photographs collected (including the map prepared in "f" below) in a database folder for each property by APN and available to the IMT electronically in the GIS management services database (refer to Section 5.B.11 above). Information shall be uploaded to the Contractor's database and accessible by the User Agency and IMT within twenty-four (24) hours of the day the tree was assessed.

Contractor shall mark each hazard tree in accordance with the specifications provided below, unless otherwise directed by the User Agency:

Three blue dots shall be painted with marking paint on the bole of tree at breast height, in a manner such that the dots will be visible from multiple angles.

A metal tag or abrasion resistant hard plastic tag marked with both the Unique ID number of the hazard tree and a barcode connected to the

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Unique ID number should be affixed with a nail to the tree below the cut line (less than six (6) inches from the ground). The tag should be circled with blue marking paint to ensure it is noticeable.

The Contractor may propose alternative marking specifications if the alternative marking specifications will provide significant efficiencies.

Contractor shall create a map showing the location of the trees included on the property or ROW. This survey map shall include a tree represented as a circle and tagged with a tree identification number. As necessary, Contractor shall utilize Licensed Land Surveyor(s) (with all required survey equipment) as part of a two (2) person survey team(s) to delineate hazard tree locations with respect to property lines.

When necessary, the Strike Team shall:

Mark approximate property boundaries if access to hazard trees that are marked to be cut may require access across such a boundary or if the trees may fall across such boundaries after being felled. Mark this possibility on the site map.

Unless otherwise specified by the User Agency, Arborists shall maintain a production rate of fifty (50) hazard tree assessments per Arborist per workday. Contractor shall maintain this production rate unless otherwise approved and directed by the User Agency.

MONITORING AND OVERSIGHT OF FELLING AND REMOVAL OF HAZARD TREES

a) The TFL shall document in the GIS data management system all hazard trees felled, to include the following items:

I. Photograph of each tree immediately prior to, but no more than twenty-four (24) hours prior to, felling. This photograph must show that the tree is standing and has not been felled by others.

II. Photograph of the stump after felling showing the identification number on the remaining stump.

III. Date of felling.

IV. Truck number on which each tree was placed and transported to the log storage and processing yard or end use facility.

V. Other documentation as specified by User Agency and IMT.

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VI. All Data collected on each felled tree, and listed above, must be uploaded to the Contractor's database and accessible by the User Agency and the IMT within twenty-four (24) hours of the day the tree was felled.

VII. To ensure efficient hazard tree removal operations, Contractor's data collection system must allow TFLs to scan barcodes affixed to hazard trees when collecting data prior to or after hazard tree felling/removal. Processes that rely on manual entry are not permitted.

b) Contractor shall also document the removal of any incidental tree (a non-hazard tree that must be removed to safely fell and remove a marked hazard tree) as approved by the User Agency, including identification of personnel responsible for the approval.

c) Once the marked trees are felled, limbs and tops processed as necessary, and either chipped and left for erosion control or otherwise removed from each property, the TFL shall document, and ensure tree stumps are marked with the same unique identification number (prior to felling), take a photo of the stump, with the UIN visible and record the GPS coordinates of the stump location. This information shall be logged into the Contractor database, undergo a thorough quality control check, and be accessible by the IMT by the next day.

d) Contractor shall inspect each DDHTR contractor truck supporting work on each property or segment of ROW to ensure that each has a safety check placard, issued by the Contractor's DOT commercial truck inspector teams.

e) Contractor shall monitor the tree removal crew's activities for compliance with any health and safety or environmental controls and/or activities (i.e., controlling dust, traffic control, water run-off of burn ash, etc.) which should be addressed during the hazard tree felling, processing, removal, and transport Operations. Upon determination of a safety or environmental violation, the Contractor shall direct crew to stop work immediately and report to the User Agency. If hazard tree removal Operations are being conducted prior to structural debris removal or the completion of the soil confirmation process, Contractor will advise the DDHTR contractor's hazard tree removal personnel and equipment on how to avoid disturbance to structural debris footprints. The Contractor will report any disturbance to structural debris removal footprints to the OSC.

f) Contractor shall monitor and advise the DDHTR contractor about minimizing the release of dust and sawdust from their work Contractor shall verify installed, on-property storm water BMPs, such as chipped slash, wattles, erosion control mats (for steeper slopes), and compost socks installed to prevent off-site migration of waste into municipal drainage system inlets or nearby waterways. If there are any existing stormwater BMPs (such as wattles, compost socks, hay bales, erosion control matting or other such BMP) on the property, ensure that they are not disturbed by the Tree Removal Operation.

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g) After tree felling and removal, Contractor shall document and ensure the DDHTR contractor's installation of new stormwater BMPs necessary to meet Operational permits enforced by California Department of Forestry and Fire Protection (CAL FIRE) and operationally required BMPs to minimize both soil erosion and generated sawdust from being carried down to local waterways and streambeds.

h) Contractor shall confirm that environmental and/or archaeological BMPs or AMMs required are in place and noted to the DDHTR contractor prior to commencing Tree Removal Operations. The DDHTR contractor will not be allowed to work on any property that is not appropriately protected per the Operational permits enforced by CAL FIRE. If the necessary measures are not in place, the Contractor shall direct the crew to stop work immediately and report to the OSC.

i) Contractor shall complete and submit daily activity logs per property documenting Contractor and DDHTR contractor field labor staff and hours, equipment used, trucks that hauled materials from the property, and log storage and processing yards or timber end use locations.

j) Contractor shall inspect traffic control devices and procedures for compliance with the operation-specific traffic control plan.

k) Contractor shall obtain site completion approval from OSC once all designated hazard trees have been removed from the property to allow for a final walk through by the OSC or designee.

MONITORING AND OVERSIGHT RELATING TO HAULING, PROCESSING, AND END USE OF HAZARD TREES

Contractor shall perform the following monitoring and oversight tasks related to the hauling, processing, and end use of hazard trees:

Document instances where the User Agency has directed DDHTR contractor to leave felled trees in place.

Track each truck and weigh-in the tonnage of vegetative debris entering and leaving the log storage and processing yards.

Track each truck and weigh-in the tonnage of vegetative debris entering end use facilities.

Track each tree log that is brought to an end use facility.

Photograph each truck, including identifying information and load contents, delivering vegetative debris and/or wood materials to each end use facility.

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Verify and document: 1) source of wood materials (i.e., ROWs or private properties) that are in the truck payloads, 2) quantity of materials delivered by each truck, 3) safety and inspection stickers on the transportation trucks.

Weigh and document truck weights or trucks taken from the tree removal locations directly to end use facilities with temporary scales provided by the DDHTR contractor.

OVERALL PROJECT-WIDE DATA MANAGEMENT REQUIREMENTS

Contractor shall provide and perform the following information and data management services and tasks in support of User Agency planning, environmental, and Operational needs:

1) **GIS SERVICES**

GIS and Data Management: Manage all Disaster Debris Operations data and Hazard Tree Removal Operations data, including all project related data requirements as specified by the IMT, with software approved by the User Agency.

Conduct and maintain an inventory of User Agency-provided surveys, dashboards, groups, and GIS layers.

Enter and track all parcels enrolled in the User Agency's debris removal program. Update enrolled parcels that either withdraw or are deemed ineligible.

Reconcile County eligible parcel data with the User Agency parcel layer.

ROW Map Segments: Provide dynamic area maps in a standardized, geographically based, GIS-produced system.

Develop a ROW map segment system, breaking eligible ROWs into discrete static segments, as necessary.

Update parcel status after the completion of each disaster debris or, hazard tree removal step or function, from initial SA to final sign off.

Conduct and maintain an inventory of User Agency and other agency incident provided surveys, dashboards, groups, and GIS layers.

Manage data access to ensure User Agency, Contractor, DDHTR contractor, and Tribal staff have proper access.

Ensure Automated Data Monitoring System (ADMS) software and platforms integrate Operational, planning, and environmental needs information directly with data management system(s) as specified by the User Agency, such that the data recorded through ADMS software integrates with the Contractor's GIS database (e.g., trees plotted according to their coordinates, with all recorded

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information and photos included). Contractor's GIS responsibilities include the support, management and maintenance of other Agency databases as directed by the User Agency (e.g., Cal OES, DTSC, or other). If required, Contractor shall prepare a GIS transition plan.

Investigate and highlight discrepancies between various agency datasets, including GIS errors and APN discrepancies, to allow reconciliation of datasets.

If necessary, repair coding scripts in data management system(s), as specified by the User Agency.

Update, maintain, and provide developed data, web maps, applications, and dashboards.

Assess and repair scripting routines developed by User Agency and other agencies, related to the User Agency data management system(s) data access.

Connect the User Agency's data management system(s) to the Contractor's ADMS, allowing for real time updating of the User Agency's data management system(s) and any Public Facing Map (PFM).

Manually update the PFM, as requested by User Agency.

Automate PFM updates and the Incident Action Plan (IAP) and Schedulers for crew dispatching and property scheduling. This may require the development of Microsoft Structured Query Language (SQL) Server Integration Services (SSIS) routines or other specified software by User Agency, which will take information from the User Agency and Private Program ROE Trackers and populate a database linked to the parcel data powering the PFM.

Develop individual property maps for viewing by field staff to assist in locating property boundaries during assessments and tree removal to ensure the accurate marking of eligible hazard trees on a property. This includes functionality to download maps for offline use in areas of poor cell reception.

Create collector maps, as requested by the User Agency, for the field staff.

Complete requests from User Agency for data and application updates.

Update datasets and maps of eligible roads, as applicable to the Operation.

Incorporate information related to road closures and related detours as notified by other agencies (e.g., a public works department, public safety officials, or utility companies).

Develop automated workflow to share deliverables with the User Agency using SharePoint, Box, or similar platform.

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Provide for an electronic Final Sign Off (FSO) survey form and tablets (to download the form) for use by the User Agency. FSO Surveys shall include the ability to generate reports, including documentation to be determined by the IMT. Consultant shall provide up to fifteen (15) tablets to conduct final sign-offs (FSOs).

Provide a system for intaking, tracking, and addressing damage claim forms from TFLs, property owners, or other Operations staff. Provide for electronic tracking and sharing of damage claim information.

Perform frequent and thorough quality control reviews, as determined by the User Agency, on the User Agency-approved ROW data and attach available photographs.

Ensure that personnel are identified for data review and correction. All data shall be continuously reviewed, and quality checked and updated in a timely manner when discrepancies are identified.

Publish all data within twenty-four (24) hours of daily completed work. This includes, but is not limited to, data that populates the PFM, scheduling systems, and invoice documents.

2) **PROJECT COMPLETION DOCUMENTATION**

Prepare Final Site Reports for each property and segment of ROW, summarizing all work performed, including pre-debris removal, pre-tree removal, post-debris, and post-tree removal conditions as well as work performed during debris and tree removal. Documentation shall include, but is not limited to, the initial and final assessments, a copy of the ROE form, a summary of the quantities of materials removed from the property, the type of erosion control BMPs conducted on the property, and an indication of any unique or unexpected circumstances that occurred during the Disaster Debris and Hazard Tree Removal Operations, or any other documentation determined to be needed by the IMT. Each report shall include photos from throughout the Operation including both pre- and post-Operations for both functions. The Final Site Report format and content is subject to User Agency approval.

Conduct an after-action meeting summarizing the Operation with User Agency and other consultants, contractors, and stakeholders to evaluate the overall operation and recommend improvement to the means and methods of the operation. The after-action meeting shall address key findings and recommendations made in a summary report including a review of the monthly budget status reports. The summary report will include an improvement plan for User Agency to track improvement action items. The final report shall include an evaluation of BMPs instituted for this operation. The report shall include a comparison to historical similar or comparable Operations to recommend to the User Agency enhancements to the effectiveness and efficiencies of their emergency recovery Operations. Contractor shall also be

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available to meet, answer questions, and provide records requested by third party auditors.

Provide cost summary information as part of the close out process. Such information is required prior to release of payment withholding as specified in the User Agreement. *Refer to the ICS 214 and Cost Summary Template for a sample format (https://training.fema.gov/emiweb/is/icsresource/assets/ics%20forms/ics%20form%20214,%20activity%20log%20(v3).pdf and https://www.dgs.ca.gov/-/media/76FBB4E3C57046118B8FE8E05791E1CB.ashx*). Contractor shall provide electronic versions in the format specified by the User Agency.

Incorporate User Agency edits to the final report and provide the final version electronically in the format specified by the User Agency.

3) **SUPPORTING DOCUMENTATION**

Collect, develop, draft, edit, circulate for signatory authorization, manage, organize, maintain, and store all User Agency DDHTR contractor contracts, invoices, reports (including if applicable, Tribal reports that include collecting, organizing, and maintaining accurate records of Tribal Monitoring activities documented during the operation), and other pertinent documentation, which may be required by applicable State or Federal requirements in support of operation expense reimbursement (Project Documentation). Examples of Project Documentation include, but are not limited to, work orders, change orders, Activity Log (ICS 214) form, invoices and related supporting information, operation reports, damage claims, electronic mail, meeting minutes, project descriptions, data, photographs, videos, road surveys, tickets, and all other media documenting contract-related decisions. Contractor may also be required to similarly collect and manage ICS 214 forms generated by the User Agency and other agencies and/or contractors. All documentation must be finalized and submitted within two (2) months of receiving the final invoice from the DDHTR contractor, unless otherwise specified by the User Agency.

4) **DOCUMENT RETENTION AND CONTROL**

Establish, organize, maintain, and provide, according to applicable State or Federal law, an information management system for ultimate use and ownership by User Agency to manage and maintain all Project Documents and data between the DDHTR contractor, the Tribe(s), the User Agency and other designated State Agency (if any), for User Agency's record.

5) **COST VALIDATION**

Provide validation and verification of all costs claimed on all invoices submitted to User Agency by the DDHTR contractor and Tribe(s). Cost validation shall include establishing a cost tracking management database for ownership and use by User Agency which compares and reconciles invoice amounts against the supporting

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field tickets issued by the Contractor, the DDHTR contractor, and other supporting documentation. Also validate and verify the Tribal Monitor time invoiced versus reported on the Activity Log (ICS 214) forms and other supporting documentation. Provide priority review to all Tribal Monitoring costs, if applicable. Specifically, within ten (10) business days of receipt, or as specified in the User Agreement, of each Tribal Monitoring invoice, the Contractor shall complete its review of the Tribal Monitoring invoice and issue a Payment Recommendation Report, or in case of a discrepancy, shall provide written notice of dispute to the User Agency. Upon approval by User Agency, Contractor shall provide timely payment to Tribe(s) in accordance with Exhibit B – Payment and Budget Provisions, Section C. Tribal Monitoring.

6) **BUDGET TRACKING AND REPORTING**

Collect, manage and track invoice payment amounts, payments made by the County, work order numbers, amendments, retention amounts, projected remaining budget amounts, other relevant invoice information, and maintain all invoice documentation, cost tracking, budget analyses, and budget projections. Contractor shall provide the following items:

Daily Dispatch Reports for the Contractor, at a minimum shall include a tally of predicted staff deployment and other resources or metrics, as directed by the IMT. The Daily Dispatch shall be provided to the IMT by 6:00 p.m. PT, or as specified in the User Agreement, on the day prior to the date of expected work.

Daily Budget Status Reports for the Contractor, the DDHTR contractors, and any Tribe(s). The daily budget status reports shall include tallies (including debris stream tonnages), costs, projections, invoice progress reports, and evaluation of integrity controls and recommendations for each respective contractor and Tribe(s).

Monthly Budget Project Completion Status Reports, due at the first of each month, or as specified in the User Agreement, shall summarize the previous months' daily budget status reports and make budget projections through the end of the DDHTR contractor contract term, including a projection of project completion status.

Create on-demand budget reports based upon data collected by the Contractor as specified by the User Agency or designee(s).

7) **DOCUMENTATION DELIVERABLES**

Contractor shall provide consistent and detailed supporting documentation on all expenditure requests. This includes, but is not limited to, detailed cost allocations, ensuring timely vendor job status updates, and accurate invoice submissions. Contractor shall use and accurately complete User Agency's accounting forms. All documentation must be finalized and submitted within two (2) months of receiving the final invoice from the DDHTR contractor, unless otherwise specified by the User Agency.

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8) **INTEGRITY CONTROLS**

Develop and implement recommended integrity controls including fraud prevention and detection measures and protocols and identification of potential conflicts of interests, as directed by the User Agency.

9) **ADMINISTRATIVE RECORD**

Compile, organize, maintain, and provide a complete administrative record of the Operation that shall be the ultimate property of the User Agency.

10) **FINANCIAL REPORT**

Prepare a financial report that includes total costs incurred in the Operation and information for each individual property within the counties served, by county, and segments of rights of way also separating those segments by counties served in a manner and level of detail acceptable to the User Agency. The acceptable level of detail in financial reports includes itemized expenses incurred, timeframe in which the work occurred, and related supporting documents, for each segment of the public ROW and private property (APN) separated by county (if applicable). The financial reports shall be organized in a manner readily usable to multiple audiences including, but not limited to public and private property owners, User Agency, Cal OES, FEMA (if applicable), and insurers for use in insurance cost reconciliation. A preliminary draft financial report shall be provided to the User Agency no later than two (2) months from receiving the notice to proceed or 1/3 of the way through the IMT anticipated field operation length (whichever comes first), or as specified in the User Agreement, for purposes of approving the report format and supporting level of supporting documentation. The draft financial report shall be provided to the User Agency within two (2) months of receipt of the final Contractor invoice, unless otherwise specified by the User Agency, for final review and comment. the final financial report shall be due within one (1) month of receiving User Agency comments on the draft, or as specified in the User Agreement, but no later than the end date of the User Agreement. Reports shall follow digital Americans with Disabilities Act (ADA) compliance standards to ensure accessibility, as specified by the User Agency.

STAFF MINIMUM REQUIREMENTS

Contractor shall provide staff to perform services meeting the minimum requirements for each position identified in this Agreement. Contractor's failure to provide staff meeting the minimum requirements shall be cause for termination of a position, the User Agreement, and/or the MSA.

Contractor's staff shall perform the tasks required to provide services to the User Agency's satisfaction under the terms and conditions of this Agreement consistent with required experience, certification, license, and/or education required herein. For the education requirements, an accredited institution shall mean a federally recognized accrediting institution recognized by the U.S. Department of Education, Office of

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Postsecondary Education (OPE). A degree that is equivalent or higher shall mean a degree awarded by an accredited institution commensurate with the appropriate number of years for the degree specified (i.e., bachelor's degree shall mean a four (4) year degree and master's degree shall mean five (5) years or more of post-secondary education, etc.). Contractor shall render services as stated and as required by applicable law. Staff shall perform services in accordance with Federal, State laws and regulations, and the User Agency policies and procedures. Staff shall at all times comply with safety precautions and maintain User Agency security measures to ensure a safe work environment.

User Agency shall have the discretion to require, at User Agency specification and direction, additional levels of experience for the positions listed below. User Agencies may require resumes, and additional experience, training and/or certifications. The User Agency reserves the right to reject any recommended staff at any time. The Contractor must provide replacement staff within seventy-two (72) hours or as specified by the User Agency.

POSITIONS

The following are User Agency's requirements for the specific roles and responsibilities of Contractor's staff in the performance of this Agreement. All staff conducting work in and around the Debris Removal and Hazard Tree Removal Operations shall be trained in industry and Operational specific safety training prior to commencing work. Contractor's staff will work collaboratively with the County IMT to meet Operation objectives, facilitate effective field supervision, resolve issues as they arise, and ensure Operational efficiency. If required, Contractor shall integrate staff into the County's overall operation management structure as directed by the User Agency.

All staff must be persons with training provided by Contactor that is applicable to their duties and satisfies the minimum qualifications set forth herein.

PROGRAM MANAGER

The Program Manager is responsible for overseeing the Operations of Contractor's staff deployed as part of the Contractor Incident Management Team. This position is dedicated to making sure that the Operation has sufficient staff, equipment and materials to complete the work defined by the County's Incident Commander, Operations Section Chief, Planning Section Chief, Logistics Unit Leader, and the County's Finance Section Chief/ Contract Manager (FSC or CM) Manager.

Experience

This position must have a minimum of five (5) years' experience in managing or overseeing one (1) or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

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Must also have experience managing multi-disciplined professionals and overseeing debris and tree monitoring and removal contracts or other similar environmental remediation project.

And

Education

This position requires the possession of a bachelor's degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or management.

INCIDENT COMMANDER

The Incident Commander (IC) shall be responsible for overseeing the on-site Contractor ICS staff and be full-time in the field.

Experience

This position must have a minimum of five (5) years' experience managing or overseeing one (1) or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

Must also have experience managing multi-disciplined professionals and overseeing debris and tree monitoring and removal contracts or other similar environmental remediation project.

And

Education

This position requires the possession of a bachelor's degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or management.

HEALTH AND SAFETY OFFICER

The Health and Safety Officer shall prepare the Safe Work Plan that is reviewed and signed by a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH). The Health and Safety Officer shall be responsible for implementing a Safe Work Plan covering all Contractor Activities, listed in this SOW, for Contractor's staff and/or Contractor's Subcontractors, and User Agency staff at all the hazard tree removal and processing sites. The Health and Safety Officer shall coordinate with the other Safety Officers provided by the User Agency and the DDHTR contractor.

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The Health and Safety Officer shall be a registered safety professional, CIH or CSP, and have appropriate experience to oversee and/or perform the tasks outlined in the Scope of Services in the User Agreement.

Experience

This position must have a minimum of two (2) years field experience with debris Operations, environmental remediation Operations or comparable experience to oversee and/or perform the tasks outlined in the Scope of Services.

And

Education

This position must be a registered safety professional (CIH or CSP).

In addition, the Health and Safety Officer must have a HAZWOPER Certification.

OPERATIONS SECTION CHIEF

The Operations Section Chief (OSC) will be responsible for developing and implementing strategy and tactics to accomplish the operation objectives by directing and/or supervising all aspects of the Disaster Debris and Hazard Tree Removal Operation, including assessments, monitoring, and removal Operations. The OSC will coordinate closely with the User Agency's OSC to support overall field Operations management. The OSC's duties include but are not limited to:

a) Direct management of all operation related Operational activities.

b) Support the IC, PSC, Branch Directors, Division Supervisors, and RPFs (in formulating and updating the Operational permits enforced by CAL FIRE).

c) Establish and direct all tactical objectives for each Operational period.

d) Organize, assign, and supervise all the field operation resources assigned to the operation.

e) Direct the Operations Team.

f) Record, maintain documentation, and track all damage claims submitted to the IMT, the counties, the Task Force Leaders, and Contractor's IMT.

Experience

This position must have a minimum of five (5) years' experience managing or overseeing one (1) or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

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And

Education

This position must have current HAZWOPER Certification and fit testing as well as a HAZWOPER Certification for supervisors.

REGISTERED PROFESSIONAL FORESTER

The Registered Professional Foresters (RPFs) shall help the County and the IMT manage the DDHTR contractor and Subcontractors to ensure the proper implementation of the California Forest Practice Rules for Operational permits enforced by CAL FIRE. The RPFs duties include but are not limited to:

a) Assist the hazard tree removal contractor's Licensed Timber Operator (LTO) in obtaining Timber Harvest Plans/ Conversion Exemptions (THPs/CEs) for each subarea.

b) Oversee the LTOs felling, removing, and processing marked hazard trees in such a manner as to protect any personal property and/or utilities in the process.

c) Train all Arborists as to how trees will be assessed as part of the specific Operations, for consistency of assessments.

d) Ensure all hazard tree assessments conducted by Arborists comply with the eligibility and assessment criteria outlined in this agreement and as provided by the IMT.

Experience

This position must have a minimum of seven (7) years' experience, at least three (3) years must be the lead of forestry work, or forestry work under the supervision of a person registered.

And

Education

This position requires the possession of a bachelor's degree in forestry. Must be a RPF pursuant to California Forest Practice Rules, Public Resources Code (PRC), Division 1, Chapter 2.5, and Article 3.

REGISTERED PROFESSIONAL FORESTER DESIGNEE

The Registered Professional Foresters Designee shall assist the Contractor's RPF manage the DDHTR contractor and Subcontractors to ensure the proper implementation of the California Forest Practice Rules for Operational permits enforced by CalFire. The RPFs duties include but are not limited to:

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Assist the hazard tree removal contractor's LTO in obtaining Timber Harvest Plans/ Conversion Exemptions (THPs/CEs) for each subarea.

Oversee the LTOs felling, removing, and processing marked hazard trees in such a manner as to protect any personal property and/or utilities in the process.

Train all Arborists as to how trees will be assessed as part of the specific Operations, for consistency of assessments.

Ensure all hazard tree assessments conducted by Arborists comply with the eligibility and assessment criteria outlined in this agreement and as provided by the IMT.

Experience

This position must have a minimum of two (2) years' experience.

And

Education

This position requires the possession of a bachelor's degree in forestry or closely related field from a Society of American Foresters accredited university OR if no college degree, work under a RPF for three (3) years.

ARBORIST (TRAQ)

The Certified Arborists are ISA Certified (or similar) and TRAQ qualified and trained in assessing the health of fire-damaged trees Arborists, when not a part of a Hazard Tree Assessment Strike Team, may perform other tree assessment services as directed by the IMT. The Arborists shall all be trained by the RPF as to how the hazard trees will be assessed for consistency of assessments during the operation.

At least seventy-five (75) percent of Arborists provided under this MSA shall have a minimum of three (3) years' experience performing the duties of an Arborist.

Experience

This position must have a minimum of two (2) years' experience as a Certified Arborist (i.e., International Society of Arboriculture (ISA), America Society of Consulting Arborist (ASCA), or certified or a degreed Forester).

And

Education

This position requires a Certified Arborist (i.e., International Society of Arboriculture (ISA), America Society of Consulting Arborist (ASCA), or certified or a degreed Forester) who are also Tree Risk Assessment Qualified (TRAQ).

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BRANCH DIRECTOR

The Branch Director (BD) is responsible to supervise and support all Division Supervisors (responsible for both overseeing their Division Supervisors and supporting their tasks as well as coordinating with the DDHTR contractor to address field activities concerns/issues) and to report back to the OSC and IC about status or issues/concerns with Operations in their purview. The duties for this position include:

Provide and/or verify that the Division Supervisors are properly trained to conduct the work assigned.

Provide direct supervision of and direction to the Division Supervisor and the work they are conducting.

Inform the OSC of issues and concerns learned from within the Branch from the DS's and TFLs. The BD shall provide suggestions on more efficient and effective improvements to the operation.

Provide the necessary health and safety equipment and materials required for the Division Supervisors for the work they are conducting.

Provide the forms, tools, and communication equipment to keep in contact with the Division Supervisor at all times.

Report directly to the OSC and be the line of contact between the OSC and the Division Supervisors in fulfilling the responsibilities of the Branch as assigned by the OSC.

Experience

This position must have a minimum of three (3) years' experience managing or overseeing one (1) or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations. Works directly with the OSC and/or the DOSC.

And

Education

Must have current HAZWOPER Certification and fit testing.

DIVISION SUPERVISOR

The Division Supervisors (DSs) are responsible to supervise and support all Task Force Leaders (both responsible for overseeing the DDHTR contractor's Field Activities including documenting the trees removed from each property within their

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logistical area of supervision and working with the DDHTR contractor's Superintendents addressing Operational issues) and other staff/resources assigned to their Division, and reporting their status to the BD. The duties for this position include:

Understand the DDHTR contractor's contract and their Special Provisions requirements and monitor the DDHTR contractor's implementation of these requirements and of the Operational permits enforced by CAL FIRE (that covers their logistical area, provided by the PSC and the Lead Forester).

Provide and/or verify that the Task Force Leaders are properly trained to conduct the work assigned.

Provide direct supervision of and direction to the Task Force Leaders and the work they are conducting.

Inform the BD of issues or suggestions on how to conduct the Operation more efficiently and effectively.

Provide the necessary health and safety equipment and materials required for the Task Force Leaders for the work they are conducting.

Provide the forms, tools, and communication equipment to keep in contact with the Task Force Leaders at all times.

Report directly to the BD and be the line of contact between the BD and the Task Force Leaders in fulfilling the responsibilities of the Division as assigned by the OSC.

Experience

This position must have a minimum of (3) years' experience managing or overseeing one (1) or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

And

Education

This position must have current HAZWOPER Certification and fit testing.

TASK FORCE LEADER

Task Force Leaders include:

Task Force Leader/ Debris Assessments or Removal Monitor.

Task Force Leader/ Hazard Tree Assessments or Tree Removal Monitors.

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Task Force Leader/ Materials Receiving Facilities.

Task Force Leaders (TFLs) shall be selected and assigned by Contractor's Program Manager and report directly to and work for the DS, the BD, and ultimately the OSC. The TFLs are responsible for conducting Site Assessments, working with the disaster debris removal crews, hazard tree removal crews, monitoring Operations at processing and end use facilities, documenting hazard tree assessments as part of a Hazard Tree Assessment Strike Team, and performing other duties as described in this agreement and/or as prescribed by the CM, in support of the IMT. The TFL will ensure Operations are conducted in accordance with the terms of this agreement, including Exhibit A.1 – Special Provisions. Additionally, the TFLs shall:

Be responsible for bringing to each property, understanding, and following the requirements included in the initial site plan and the ROE or other IMT approved document anytime they are at an Operational property.

Attend all OSC and/or DDHTR contractor-initiated safety meetings to discuss possible personal and community hazards.

Carry out, under the direction of the OSC, the BD, and the DS, the Operational permits enforced by CAL FIRE requirements for each individual property assigned, and to read and follow the property owners' directions, listed on the signed and county approved ROE forms or within the town or county ROWs.

Inspect each Tree Removal Contractors' truck supporting work on each property and ensure that they each have a safety check placard, issued by the Assessment and Monitoring Contractor's DOT commercial truck inspector teams.

Complete and submit to PSC and/or any additional governmental agency all documentation that is required for User Agency to validate work for all covered trees removed and related costs.

Provide daily oral status reports to the DS, the BD, and the OSC, or designees, at the end of each day.

Coordinate and work cooperatively with the DDHTR contractor, air sampling consultants, the County Health and Safety Officer, and the DDHTR contractor's Health and Safety Officers, and other Operations officials, as determined by the IMT.

Coordinate and communicate with the County OSC and PSC on a regular basis or as needed, including reporting any unresolved issues, concerns, or complications that may be occurring with the DDHTR contractor.

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Be present during any disaster debris removal or hazard tree related activities, and related on-site management, during Operational hours unless otherwise stated by the OSC.

Perform other requests as directed by the User Agency CM or designated proxy, in consultation with the OSC and/or the PSC, the CM, and/or the IMT.

Document each tree that is chipped and taken to the end use facilities.

Experience

This position must have a minimum of five (5) years of field/construction experience only, or two (2) years of fire debris monitoring experience only.

And

Education

This position must have current HAZWOPER Certification and fit testing.

CERTIFIED ASBESTOS CONSULTANT

This position serves as a Certified Asbestos Consultant (CAC), per Cal OSHA requirements and per the California Department of Industrial Relations (DIR). Per Title 8, CCR, Article 2.6, Section 341.15 f. This position requires current CAC Certification.

Based on the general age of the buildings that were impacted by the fire Operation, if there is good reason to believe that these buildings were or could have been constructed during a time when asbestos containing building materials were available for use, conduct a per site Asbestos Survey, after and in reference to DTSC Report summarizing their initial findings based on their preliminary hazardous waste assessment for ACM for these properties.

Asbestos qualified site inspectors shall conduct visual assessment of each property in the program base on a modified Asbestos Hazard Emergency Response Act (AHERA) sampling approach on each lot for suspect ACM. Sampling of potential ACM will be conducted by a CAC or CSSTs working under the direction of a CAC. The CAC or CSST will collect bulk samples for asbestos in representative lots and have them analyzed as appropriate. Full NESHAP asbestos surveys may be performed on partially burned structures as directed by the Debris Group Supervisor.

At a minimum, the CAC shall contact and direct the registered Asbestos Removal Contractor debris removal team to properly collect, package, remove and dispose of the verified asbestos containing materials following BMPs for ACM removal. The CAC shall document the materials found, removed and disposed of, to be included as part of the Final Site Clean Report.

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Experience

This position must have a minimum of three (3) years of field experience, in assessing asbestos post-fire conditions.

And

Education

This position requires a current CAC Certification.

CERTIFIED SITE SURVEILLANCE TECHNICIAN

This position serves as a Certified Site Surveillance Technician (CSSTs) per Cal OSHA requirements and per DIR. Per Title 8, CCR, Article 2.6, Section 341.15 f. This position requires a current CSST Certification. The CSST works under the direction of a CAC.

Based on the general age of the buildings that were impacted by the fire Operation, if there is good reason to believe that these buildings were or could have been constructed during a time when asbestos containing building materials were available for use, conduct a per site Asbestos Survey, after and in reference to DTSC Report summarizing their initial findings based on their preliminary hazardous waste assessment for ACM for these properties.

Asbestos qualified site inspectors shall conduct visual assessment of each property in the program base on a modified Asbestos Hazard Emergency Response Act (AHERA) sampling approach on each lot for suspect ACM. Sampling of potential ACM will be conducted by a Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSSTs) working under the direction of a CAC. The CAC or CSST will collect bulk samples for asbestos in representative lots and have them analyzed as appropriate. Full NESHAP asbestos surveys may be performed on partially burned structures as directed by the Debris Group Supervisor.

At a minimum, the CAC shall contact and direct the registered Asbestos Removal Contractor debris removal team to properly collect, package, remove and dispose of the verified asbestos containing materials following BMPs for ACM removal. The CAC shall document the materials found, removed and disposed of, to be included as part of the Final Site Clean Report.

Experience

This position must have a minimum of one (1) year of field experience, in assessing asbestos post-fire conditions.

And

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Education

This position requires a current CSST Certification.

ENVIRONMENTAL GROUP SUPERVISOR/ WATER QUALITY

The Water Quality Group Supervisor (WQ-EGS) will be responsible for training and directing the Water Quality Environmental Unit Leaders (EUL)s in assessing parcels for the appropriate BMPs to be used to meet the Federal, State, Regional and Local water quality protection requirements. The EULs, under the WQ-EGS's supervision will also inspect the BMPs installed by the DDHTR contractor. The WQ-EGS must hold a Construction General Permit Qualified SWPPP Practitioner (QSP) and/or a Qualified SWPPP Developer (QSD) as certified.

Experience

This position must have a minimum of five (5) years of field experience conducting stormwater bmp systems design, construction and/or bmp systems monitoring or other comparable background.

And

Education

This position requires the possession of a bachelor's degree in civil engineering, geology, engineering geology or similar technical field. Must have one of the three professional licenses with the California Board of Professional Engineers, Land Surveyors or Geologists at the Department of Consumer Affairs in the State of California. The position must also be trained and certified as a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and/or a Qualified SWPPP Practitioner (QSP) by the State Water Resources Control Board (SWRCB) or SWRCB approved program. Must have received training by degreed professionals experienced in stormwater BMP systems design and/or construction.

ENVIRONMENTAL GROUP SUPERVISOR/ SITE ASSESSMENT/ SOIL SAMPLING

The Site Assessment/Soil Sampling Environmental Group Supervisor (SA/SS EGS) shall oversee the environmental assessment EUL staff assessing and documenting the disaster debris on program properties. The SA/SS EGS shall also ensure that the data collected by the EULs are uploaded to the Contractor's database system by the end of the day and that the data is reviewed for quality assurance by noon the following workday.

The SA/SS ~~US~~ EGS shall also direct and supervise the soil sampling EULs, once directed by the User Agency, as to the sites ready for soil sampling. The SA/SS EGS shall also be responsible for determining the decision units for each APN based on the requirements of the Special Provisions.

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Experience

This position must have a minimum of five (5) years of environmental site assessments for disaster debris removal Operations and/or environmental remediation or environmental assessment soil sampling experience. Also, have experience conducting environmental field monitoring programs or other comparable background.

And

Education

This position requires the possession of a bachelor's degree in a field of geology or similar field and shall have a professional geologist or engineering geologist license.

ENVIRONMENTAL GROUP SUPERVISOR/ AIR QUALITY

The Air Quality Group Supervisor (AQ-EGS) for criteria air contaminants shall oversee the collection of air pollutants that may cause health hazards from the debris recovery Operations. Criteria air contaminants are typically emitted from many sources and the Environmental DSs/Air Quality is responsible for providing and implementing an air monitoring and sampling plan.

Experience

This position must have a minimum of two (2) years of environmental permitting experience. Experience shall include understanding and preparation of documents meeting CEQA and NEPA environmental review requirements as well as the implementation of such requirements. Also, have experience conducting environmental field monitoring programs or other comparable background.

And

Education

This position requires the possession of a minimum of a bachelor's degree in a field of science or environmental engineering, or other applicable area of science.

ENVIRONMENTAL GROUP SUPERVISOR/ ENVIRONMENTAL PERMITTING

Provide an Environmental Group Supervisor (EP-EGS) to assist the RPFs and the User Agency in preparing and overseeing the appropriate implementation of each of the water quality BMPs required in the Operational permits enforced by CAL FIRE with respect to CEQA and NEPA environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency Operations, summarized in the EPP.

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Experience

This position must have a minimum of five (5) years of environmental protection permit preparation including experience in preparing California Environmental Impact Reports (EIRs) and/or monitoring the implementation of required environmental impact mitigation measures. This position must also have experience in preparing environmental permit documents, coordinating with Federal, State and Regional resource Agencies in obtaining such permits and overseeing the implementation of the environmental protective permit requirements.

And

Education

This position requires the possession of a minimum of a bachelor's degree in environmental science, geography, environmental engineering field or other applicable field of science.

ENVIRONMENTAL GROUP MANAGER/ SENIOR ENVIRONMENTAL SPECIALIST

Provide an Environmental Group Manager/ Senior Environmental Specialist will act as the overall environmental services manager, directly supervising the EGSs listed above, coordinate with the RPFs and the OSC and the PSC to make sure that the environmental services are properly staffed and supported with field equipment, enough analytical laboratories, and other requirements to ensure efficient and timely environmental services in support of the operation.

Experience

This position must have a minimum of seven (7) years of supervising or managing environmental aspects of disaster debris removal Operations, environmental protective mitigation measure implementation, environmental permit bmp installation and/or environmental remediation field programs environmental support experience. Also, have experience directing/managing environmental field monitoring programs or other comparable background.

And

Education

This position requires the possession of a minimum of a bachelor's degree in a field of science or environmental engineering.

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OPERATIONAL SPECIFIC EXPERT/ OPERATIONAL SPECIFIC EXPERT SUPERVISOR

An Operational Specific Expert or Operational Specific Expert Supervisor is a person who has comprehensive and authoritative knowledge, abilities or skills through extensive practice and/or education in a particular area not found in any of the above positions. Examples may include, but not limited to, biological, geospatial, historic, archeological, or geotechnical engineering (slope stability evaluation) specialties. Qualifying experience and education, determined by User Agencies, are at the highest, specialized level. Contractor must provide objective measures of expertise, which may include but are not limited to unique credentials, patents, research, and publication history, etc.

ENVIRONMENTAL UNIT LEADER

Environmental Unit Leaders include:

Environmental Unit Leader/ Water Quality BMPs.

Environmental Unit Leader/ Site Assessment/ Soil Sampling.

Environmental Unit Leader/ Air Quality.

The Environmental Unit Leaders (EULs), under the direction of their respective EUL Supervisors, will be responsible for monitoring and supporting the field work conducted by the water quality professionals, Biologists and Archaeologists in addressing the environmental requirements of the disaster debris removal and hazard tree EPP, inclusive of meeting the Forest Practice Rules environmental protection measures (as appropriate).

The Site Assessment/Soil Sampling EUL shall also be qualified to use XRF equipment.

Experience

The Environmental Unit Leader for Water Quality will have a minimum of two (2) years of experience conducting stormwater bmp assessment, monitoring, and/or installation on debris removal and hazard tree removal Operations or similar projects.

The Environmental Unit Leader for Site Assessment/Soil Sampling must have a minimum of two (2) years of environmental site assessments for disaster debris removal Operations and/or environmental remediation or environmental assessment soil sampling experience. Alternatively, may have experience conducting environmental field monitoring programs or other comparable background.

The Environmental Unit Leader for Air Quality will have a minimum of two (2) years of experience conducting ambient and construction related air monitoring sampling

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equipment setup and take down on debris removal and hazard tree removal Operations or similar projects.

And

Education

This position must have current HAZWOPER Certification and fit testing.

DATA/ PACKET MANAGER

The Data Packet manager shall electronically manage and track all the site documentation including, but not limited to the following: ROEs (or source ROW segment), all site documentation, and daily activity documentation, trucking documentation, damage claim records, and site data reconciliation with the DDHTR contractor. The Data/Packet Manager shall compile documentation for cost tracking and reconciliation.

The Data/Packet Manager shall also make collected data available to the Debris Group Supervisor, Planner, and Finance Lead and the entire IMT as requested to help improve the effectiveness and efficiency of the operation.

Experience

This position must have a minimum of two (2) years' experience electronically managing and tracking site documentation on debris removal and hazard tree removal Operations.

And

Education

This position requires the possession of a bachelor's degree in Information Technology (IT) database, finance, or applicable field.

PLANNING SECTION CHIEF

The Planning Section Chief (PSC) oversees incident-related data gathering and analysis regarding incident operations and assigned resources, facilitates incident action planning. Through the Incident Action Planning Process, the PSC shall track and manage the status of all operational resources, including A&M Contractor and DDHTR contractor resources. The PSC shall review and interpret the information collected during field assessments and relay findings to the proper parties. The PSC shall also track and manage the status of all enrolled parcels and ensure they are progressing through the debris removal and hazard tree removal processes as efficiently as possible, including but not limited to:

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a) Validating Right-of-Entry Permits submitted by User Agency to ensure all fields have been properly completed.

b) Scheduling parcels for field assessments conducted by the A&M Contractor, including site assessments, asbestos assessments, archaeological site assessments, biological site assessments, and hazard tree assessments.

c) Scheduling parcels for work by the DDHTR Contractor, including asbestos abatement, debris removal, rescrape, hazard tree removal, and erosion control.

d) Notifying the User Agency when parcels are ready for a final inspection.

The PSC shall develop daily work schedules for all operational resources, using GIS tools and other analysis to ensure User Agency's priorities are executed and operations are conducted in an efficient manner. Developing work schedules includes sequencing enrolled parcels in a logical manner to ensure efficient work, while accounting for various variables such as weather, property access issues, property owner concerns, special means and methods required for certain parcels, environmental and historic preservation issues, and overlap with other operators such as utilities or other government agencies. The PSC should possess a working knowledge of debris removal and hazard tree removal means and methods to ensure work schedules are practical and realistic and shall collect information from the Operation Section to inform work schedules and Incident Action Plans. If directed to do so by the User Agency, the PSC shall utilize User Agency provided systems for managing information and developing work schedules (for example, Smartsheet, ArcGIS Online, or other similar systems). The PSC shall also prepare project schedules, schedule projections, and other project management tools as directed by the User Agency. The PSC is responsible for overseeing all information and data management tasks, as described throughout this Exhibit.

The PSC shall be well versed in the Incident Action Planning Process (as defined in the FEMA Incident Action Planning Guide, 2015 Version) and shall be responsible for implementing the process on the operation, to include scheduling and facilitating planning process meetings (for example, Objectives Meetings, Tactics Meetings,

Planning Meetings, and Operations Briefings), preparing the Incident Action Plan for the operational period, and ensuring User Agency priorities are properly accounted for in the Planning Process.

The PSC may perform these duties in support of the User Agency's PSC or may independently execute these duties as the overall PSC for the operation. If serving as the overall PSC, the PSC may serve on the User Agency's IMT, reporting directly to the User Agency's Incident Commander. When serving on the User Agency's IMT, the PSC shall communicate directly with other User Agency IMT personnel in a transparent manner, and may participate in sensitive or confidential meetings. The PSC shall coordinate closely with other A&M Contractor personnel,

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the DDHTR Contractor, the User Agency's OSC, the User Agency's FSC, and the User Agency's IC. As needed, the PSC shall manage Deputy Planning Section Chiefs, GIS Professionals, and other supporting personnel responsible for call center operations, packet/data management, quality assurance, quality control, work scheduling, coordination with local government, and other Planning Section functions.

Experience

This position must have a minimum of five (5) years' experience managing or supporting one or more of the following: large-scale construction operations, demolition operations, debris removal operations, environmental remediation operations, hazard tree removal operations, or other similar operations of similar size and complexity, including at least one (1) year of experience in a management or coordination role sufficiently similar to Planning Section Chief or Deputy Planning Section Chief position described herein.

And

Education

This position requires the possession of an associate degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or disaster management. The PSC shall also have taken both FEMA ICS-300 (Intermediate ICS for Expanding Incidents) and FEMA ICS-400 (Advanced ICS: Command and General Staff—Complex Incidents).

DEPUTY PLANNING SECTION CHIEF

Deputy Planning Section Chiefs (DPSCs) support the PSC overseeing either the Disaster Debris Removal Operation or the Hazard Tree Removal Operation. DPSCs assist the PSC in overseeing the collection, evaluation, and dissemination of Operational information related to the operation. It is the DPSCs responsibility to prepare and assist the PSC in implementing the Disaster Debris and Hazard Tree Removal Operations Planning, as well as track the status of all operation resources and all the preparations for, data management from, and the final dispositions of each property that has entered into the tree removal program.

The Deputy Planning Section Chief shall be prepared and qualified to fulfill the requirements of the Planning Section Chief role.

Experience

This position must have a minimum of five (5) years' experience managing or overseeing or supporting one or more of the following: construction Operations,

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demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or other similar size staff management Operations.

And

Education

This position requires the possession of an associate degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

GIS PROFESSIONAL

GIS professional shall be responsible for taking all local fire Operation information, local agency information, mapping, and infrastructure information and building it into a cohesive database that can be used to assess, coordinate, and summarize all the tree removal activities that have taken place. The database shall be developed by the GIS professional to provide the PSC, OSC, and the FSC/CM an easy way to access information that will assist them in performing their duties. This database shall include all daily activity logs, truck tickets, site tree assessments, and closure reports for each participating property, using a User Agency as specified data structure. The Database shall be based on Esri-compatible system with the User Agency's GIS systems and standards.

Experience

This position must have a minimum of five (5) years' experience in GIS and other database management systems.

And

Education

This position requires the possession of a bachelor's degree in geographic information science, geography, computer science, surveying, or urban planning.

FINANCE SECTION CHIEF

Finance Section Chiefs (FSCs) are responsible for the Contractor's financial and cost analysis and cost efficiency aspects of the Disaster Debris Removal Operation and for the Hazard Tree Removal Operation. These include the DDHTR contractor's' Agreement negotiations (if appropriate), recording or auditing staff and equipment time, documenting and processing claims for accidents and injuries occurring at the operation, and keeping a running tally of the quantities and costs associated with the operation. The FSC will work cooperatively in support of the IC and the operation requirements as defined by IC, Cal OES and the User Agency

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Contract Manager with concurrence of the User Agency Chief Accounting Officer. User Agency will likely use the Contractor's FSC as support to User Agency's own FSC/CM but requires the Contractor's FSC to be fully qualified to assist and even take over the role on an as-needed basis.

The FSC is responsible for the following:

Assist User Agency in tracking, assembling, documenting, and administering damage claim and damage claim evaluations.

Assist User Agency's FSC in continuously monitoring the DDHTR contractor's' expenses, costs, and quantities, for which they have issued tickets, and provide periodic reports to the CM. The Contractor shall also be available to meet, answer questions, and provide records requested by third party auditors.

Prepare or support User Agency Staff in the implementation of the DDHTR contractor(s) contract.

Support User Agency staff in the oversight and implementation of the DDHTR contractor(s) contract.

Assist User Agency staff in setting up the DDHTR contractor(s) and their Subcontractor's invoice requirements to provide ease of invoice review and cost tracking of debris removal Operations conducted per site cleaned up as part of the Debris Removal Program, to best meet User Agency's Staff, Cal OES needs for ease of State and/or Federal (if applicable) reimbursement.

Establish a detailed database collection and management system to enhance the Contractor invoicing, invoice review process, and audit capabilities, at the User Agency FSC/CM's direction with concurrence of the Chief Accounting Officer of User Agency. The database shall include, at a minimum, invoiced and actual payment financial data by invoice number and parcel. If applicable, database shall be broken out by FEMA eligible (if applicable), ineligible, and community costs by invoice number and payment amount as directed by the User Agency FSC with concurrence of the Chief Accounting Officer of User Agency.

Implement Changes to the tickets issued by TFLs to include Change Orders, as directed by the FSC.

Under the direction of the Chief Accounting Officer of User Agency, assist User Agency staff in the detailed review and processing of invoices for payment. This support may take place either in the DROC/TROC office in the field, or (at the end of the project) at User Agency's offices. At a minimum, the detailed review shall ensure that:

I. Invoices and charges comply with provisions of purchase orders, sub-purchase orders, contracts, leases, service agreements, grants, etc. This

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includes ensuring completed work orders, adherence to contract terms and invoicing, and that there is proper authorization and internal control of purchases and assets in accordance with applicable County rules, regulations, and policies.

II. Invoices are itemized and presented in accordance with contract provisions, and that charges are broken out as appropriate, such as by task, project, sub-contractor amounts and services. Invoices must contain supporting documentation as defined by the User Agency Chief Accounting Officer.

III. Items or services invoiced have been received or provided, as evidenced by stock received reports, receipts or similar documents or verification by authorized individuals, and is fully documented for audit or other external review.

IV. Document the authority to obtain the goods or services.

V. Invoices are not duplicate, and payment has not been previously made.

Assist User Agency staff in the detailed review and processing of invoices for payment. This support may take place either in the DROC office in the field, or (at the end of the project) at User Agency's offices.

Assist User Agency in assembling and assessing Agreement correspondence. This includes assistance in responding to the Contractor's requests for information, notices of potential claims, and claims review, assessment, and recommendations.

Experience

This position must have a minimum of five (5) years' experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

And

Education

This position requires the possession of a bachelor's degree from an accredited institution in accounting, finance, business, or related disciplines. The FSC, or DFSC, shall also have one of the following qualifications:

a. Certified public accountant (CPA)

b. Certified Construction Auditor

c. Construction Control Professional

d. Certified Management Accountant

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e. Certified Fraud Examiner

f. Certified Bookkeeper

g. Certified Inspector General

h. Certified Inspector General Auditor

i. Certified Inspector General Investigator

j. Certified Information Technology Professional

k. Attorneys in good standing with the State Bar of California

DEPUTY FINANCE SECTION CHIEF

Deputy Finance Section Chiefs (DFSCs) are responsible for supporting the FSC and in managing the Contractor's financial and cost analysis and cost efficiency aspects of the Disaster Debris Removal Operation and for the Hazard Tree Removal Operation. These include the DDHTR contractor's contract negotiations (if appropriate), recording or auditing staff and equipment time, documenting and processing claims for accidents and injuries occurring at the operation, and keeping a running tally of the quantities and costs associated with the operation.

The Deputy Finance Section Chief shall fulfill the minimum qualifications of the Finance Section Chief role if and as necessary.

Experience

This position must have a minimum of five (5) years' experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

And

Education

This position requires the possession of a bachelor's degree from an accredited institution in accounting, finance, business, or related disciplines. The FSC, or DFSC, shall have one of the following qualifications:

a. Certified public accountant (CPA)

b. Certified Construction Auditor

c. Construction Control Professional

d. Certified Management Accountant

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e. Certified Fraud Examiner

f. Certified Bookkeeper

g. Certified Inspector General

h. Certified Inspector General Auditor

i. Certified Inspector General Investigator

j. Certified Information Technology Professional

k. Attorneys in good standing with the State Bar of California

ADMINISTRATIVE STAFF RESPONSIBILITIES

Administrative Staff include:

Field Accounting and Administrative Staff

Accounting and Administrative Staff

Office Accounting and Administrative Staff

Administrative staff shall be selected by Contractor's Program Manager and report directly to User Agency's PSC supporting the disaster debris and hazard tree removal functions. The services to be provided include:

a) Develop with the DDHTR contractor and the User Agency an acceptable method for accounting of billable activities and an agreed upon format for invoices to be submitted to the Contractor for review prior to submission to User Agency for approval and payment.

b) Track disaster debris and hazard trees removed, hauled, and deposited at final destinations by managing daily work sheets prepared by the TFLs, and collecting and collating truck tickets and destination (landfill, recycle facility, end use facility, etc.) tickets from each cleanup property on a daily basis.

c) Tabulate and reporting daily and total project quantities for the disaster debris and hazard tree removal functions.

d) Receive, review, and compare Contractor invoices with the daily logs and materials disposal tickets for costs expended.

e) Evaluate invoices to verify that all costs have been charged per the Agreement approved unit rates.

f) Report to the Finance Lead any discrepancies between the daily logs, other per lot documentation, and the invoices.

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g) Other administrative requests made by either the PSC or the FSC/CM.

Experience

This position must have a minimum of two (2) years of experience providing one or all of the following services: accounting, bookkeeping, finance, administration and/or capable of supporting the FSC and DFSC required duties for Disaster Debris Removal or Hazard Tree Removal Operations.

And

Education

This position requires the possession of a high school diploma or equivalent, at a minimum.

SENIOR BIOLOGIST

The Senior Biologist shall help to direct and oversee the Biologists interpret and implement the EPP and the operational permits enforced by the applicable resource agencies for environmental protection supporting documentation assessments as well as recommended environmental/historical BMPs and AMMs to protect these areas from negative impacts from the Operation.

The Senior Biologist shall train the Biologists so that they can conduct required environmental assessments and monitor the DDHTR contractor's debris removal and tree felling/removal crews to ensure operational permits are enforced by EPP required BMPs and AMMs.

The Senior Biologist is responsible for directing and supervising the Biologists in California and Federal Endangered Species Act Section 7 and Clean Water Act compliance.

Experience

This position must have a minimum of five (5) years of field experience, in their respective fields.

And

Education

This position requires the possession of a minimum of a bachelor's degree in biological science.

BIOLOGIST

The Biologist shall help to interpret and implement the EPP and the operational permits enforced by the applicable resource agencies for environmental protection

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supporting documentation assessments as well as recommended environmental/historical BMPs and AMMs to protect these areas from negative impacts from the Operation.

Biologist, trained by the Senior Biologist, will conduct required environmental assessments and monitor both of the DDHTR contractor's debris removal and tree felling/removal crews to ensure operational permits are enforced by CalFire required BMPs and AMMs. Some of the Biologist shall be required to have aviary and amphibian specialties to assist in necessary evaluation and protection of species (endangered and otherwise).

The Biologist are responsible for meeting the requirements, of the California and Federal Endangered Species Act Section 7 and Clean Water Act compliance.

Experience

This position must have a minimum of three (3) years of field experience. At least one Biologist shall be required to have training in aviary and amphibian specialties to assist in necessary evaluation and protection of species (endangered and otherwise).

And

Education

This position requires the possession of a minimum of a bachelor's degree in biological science or archaeology, respectively.

SENIOR ARCHAEOLOGIST

The Senior Archaeologist shall help to direct and oversee the Archaeologists interpret and implement the EPP and the operational permits enforced by the applicable resource agencies for environmental protection supporting documentation assessments as well as recommended historical BMPs and AMMs to protect these areas from negative impacts from the Operation.

The Senior Archeologist shall train the Archaeologists so that they can conduct required archaeological assessments and monitor the DDHTR contractor's debris removal and tree felling/removal crews to ensure operational permits are enforced by EPP required BMPs and AMMs.

The Senior Archaeologist will be responsible for directing, supervising, and/or carrying out actions required for compliance with Section 106 of the National Historic Preservation Act as directed by the IMT. These actions shall be conducted in coordination with Tribal Partners. The Senior Archaeologist who will need to meet the Secretary of the Interior's Professional Qualifications Standards for archaeology (36 CFR 61).

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Experience

This position must have a minimum of five (5) years of field experience, in their respective fields.

And

Education

This position requires the possession of a minimum of a bachelor's degree in archaeology.

ARCHAEOLOGIST

The Archaeologists shall help to interpret and implement the EPP and the operational permits enforced by the applicable resource agencies for environmental protection supporting documentation assessments as well as recommended environmental/historical BMPs and AMMs to protect these areas from negative impacts from the Operation.

Archaeologists, trained by the Senior Archeologist, will conduct required archaeological assessments and monitor both of the DDHTR contractor's debris removal and tree felling/removal crews to ensure operational permits are enforced by CalFire required BMPs and AMMs.

Contractor shall assign at least one Archaeologist (or Senior Archaeologist, if necessary) to be responsible for carrying out actions required for compliance with Section 106 of the National Historic Preservation Act as directed by the IMT. These actions shall be conducted in coordination with Tribal Partners. Archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology (36 CFR 61). The Senior Archaeology may also be tasked with developing relevant final reports for the Operation, at the request of User Agency.

Experience

This position must have a minimum of three (3) years of field experience.

And

Education

This position requires the possession of a minimum of a bachelor's degree in archaeology.

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PROFESSIONAL LAND SURVEYOR CREW

This position serves as a two (2) member crew of a California Department of Consumer Affairs Certified Land Surveyor (Lead) and a Land Surveyor-in-Training (LSIT). The LSIT is under the direction of the Lead. The Survey Crew will include all required survey equipment to perform the services described in the SOW tasks above.

Experience

This Certified Land Surveyor must have a minimum of five (5) years of field experience as a licensed surveyor and the LSIT shall have a minimum of one (1) year of experience.

And

Education

These positions require the possession of a high school diploma or equivalent, at a minimum.

TRUCK INSPECTION CREWS (DOT LEVEL 1)

This position serves as a two (2) member crew of DOT commercial truck inspectors. The Contractor shall:

Provide certifications and resumes indicating their experience as truck inspectors to the CM for approval. The inspectors shall have the necessary insurance, qualifications, and expertise to perform a level one inspection for all commercial trucks assigned to the operation. All inspection records, both pass and fail, shall be submitted to the IMT within twenty-four (24) hours of the inspection.

Provide two (2) person crews as directed and determined by the User Agency to be necessary to confirm that all trucks pass safety inspections as required by the State Highway Patrol and applicable State and Local regulations. The Contractor will placard each and every truck that has been inspected with a unique placard number.

Inspect all logging trucks, haul trucks, wood chip trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the project. Water trucks used specifically on-site lots are not subject to inspection provided they are not carrying water loads on a public road; these water trucks are considered construction vehicles.

Re-inspect ten (10) percent of all previously certified trucks every thirty (30) days.

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Experience

This position must have a minimum of three (3) years' experience performing a level one inspection for commercial trucks and conducting inspections for the California Highway Patrol (CHP) or under a contract for the CHP.

CIVIL ENGINEER

The Civil Engineer shall have knowledge of methods, tools, and equipment used in one or more of the following areas of expertise (as required by the User Agency and/or the IMT): traffic analysis, traffic management, slope stability, foundation and retaining wall design and/or assessment, structure design, construction, and maintenance, as well as post disaster structure evaluation (due to earthquake, flooding or other cause of structural stress).

The Civil Engineer shall also have knowledge of methods of stress analysis for both statically determinate and indeterminate structures, of the determination and influence of deflection on the stresses in structures and of design practices and bridge or structure engineering as applied to fire/earthquake/flood or other damaged/impacted buildings, structures, bridges, and other water crossings.

The Civil Engineer shall also have the knowledge, skills, and abilities to perform any of the above listed skill sets and apply them to one or more of the following tasks: preparing traffic management plans, conducting inspections for all types of fire damaged and non-damaged bridges, major structures or transportation related structures (buildings, retaining walls, including bridge foundations, etc.). They shall be able to analyze situations and adopt an effective course of action and prepare correspondence and reports to be submitted timely to the IMT.

Contractor shall provide Civil Engineers with knowledge of method, tools, and equipment of all areas of expertise and methods described above. It is not expected that each individual Civil Engineer is individually proficient in all listed areas of expertise and methods.

Experience

This position must have a minimum of two (2) years of engineering experience in the above listed areas of expertise including but not limited to design, construction, and/or inspection of bridges, major structures, transportation related buildings, building foundations, retaining walls, and/or traffic analysis and management, as appropriate for the duties to be performed.

Experience shall include the preparation and/or reviewing of preliminary design studies, calculations, detailed designs, construction drawings, and technical specifications, and evaluation of existing buildings, structures, bridges post-disaster (depending on the services directed to be provided by the IMT).

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Education

This position requires the possession of a minimum of a bachelor's degree in Civil, Structural, or other related fields of Engineering. Alternatively, the Civil Engineer may be in possession of a valid license as a Professional Engineer, in the state of California.

CIVIL ENGINEER SUPERVISOR

The Civil Engineer Supervisor shall have knowledge of methods, tools, and equipment used one or many of the following areas of expertise (as required by the User Agency and/or the IMT): traffic analysis, traffic management, slope stability, foundation, and retaining wall design and assessment, in structure design, construction, and maintenance as well as post disaster structure evaluation (due to earthquake, flooding or other cause of structural stress). The Civil Engineer Supervisor shall also have knowledge of methods of stress analysis for both statically determinate and indeterminate structures, of the determination and influence of deflection on the stresses in structures and of design practices and bridge or structure engineering as applied to transportation related structures that can be applied to fire/earthquake/flood or other damaged/impacted buildings, structures, bridges, and other water crossings. The Civil Engineer Supervisor, if necessary, will oversee and direct the tasks conducted by the Civil Engineer.

The Civil Engineer Supervisor shall have the skills and abilities to perform any of the above listed services including preparing traffic management plans and conducting inspections for all types of fire damaged and non-damaged bridges, major structures, or transportation related buildings, including bridge foundations; analyzing situations and adopt an effective course of action; prepare correspondence and reports to be submitted timely to the IMT.

Experience

This position must have a minimum of five (5) years of engineering experience in the above listed areas of expertise including but not limited to the design, construction, and/or inspection of bridges, major structures, or transportation related buildings, as appropriate for the duties to be performed. This experience shall include managing other professional engineering staff, including specifically managing one or more Civil Engineers.

Experience shall include the preparation and/or reviewing of preliminary design studies, calculations, detailed designs, construction drawings, and technical specifications, and evaluation of existing buildings, structures, bridges post-disaster (depending on the services directed to be provided by the IMT).

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Education

This position requires the possession of a minimum of a bachelor's degree in Civil, Structural, or other related field of Engineering. This position also requires possession of a valid license as a Professional Civil Engineer issued by the California State Board of Registration for Professional Engineers.

SUBSTITUTION OF KEY STAFF

Contractor shall obtain written approval prior to making any substitutions or alterations to the Contractor's originally proposed key staff in the User Agreement, Subcontractors, and project organization. The Contractor shall petition the User Agency to add or remove Contractor key staff or Subcontractors at any time during the life of the User Agreement by providing the following information to the User Agency in writing:

A transmittal letter stating the reasons why the modification to the Contractor's team is necessary, including a statement as to whether and how such a substitution may affect the Contractor's ability to perform in accordance with this Agreement.

A resume for the individual proposed to be added to the Contractor's staff.

A revised organizational chart for the Contractor's team depicting all Subcontractors and key staff.

The User Agency may direct the Contractor to replace staff, including key staff. These decisions shall be at the sole discretion of the User Agency.

MISCELLANEOUS SERVICES

TRIBAL MONITORING

Under the direction of the User Agency, Contractor shall provide the following services for the oversight of Tribal Monitoring Operations, including but not limited to:

Administrative staff to assist User Agency's government-to-government consultations with Tribe(s).

Administrative staff to assist Contractor's execution of a negotiated SOW with the Tribe(s) for Tribal Monitoring services, with the approval of User Agency.

Field staff to ensure Tribal Partners providing services under the Contractor perform all aspects of the SOW consistent with Tribal cultural norms and expectations, submit documentation as required in the SOW, and verify costs are reasonable and appropriate.

GPS TRACKING OF COMMERCIAL FLEET

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The Contractor shall be responsible for installing and monitoring GPS tracking on all DDHTR contractor haul trucks, street sweepers, and community water tenders. The Contractor shall provide access to the tracking software to the IMT and DDHTR contractor.

LABORATORY ANALYSES

The Contractor shall send soil, water, air, and asbestos samples to outside laboratories for analysis. The User Agency will reimburse the Contractor for laboratory services for samples collected on a chain of custody basis (assuming the standard laboratory chain of custody form includes a minimum of ten (10) separate samples). The laboratory chain of custody form will be filled out documenting samples collected from a property for which soil or air samples are collected. One chain of custody form per property, per sample event. A sample event encompasses soil, water, air, or bulk asbestos samples collected from one property on the same day.

The Contractor shall ensure laboratory sample analysis reporting turn-around-times do not exceed seven (7) calendar days from the date of sample collection.

When directed by the IMT to run expedited analytical sample analyses (24-hour lab analysis turn-around-times) the A&M Contractor will be reimbursed at a fixed rate of two (2) times Proposer's laboratory base rate rates per COC for the listed constituents.

All laboratory sample containers, packaging, sample preservation, storage, shipping, handling, preparation, processing, and reporting of results shall be provided by the contractor at no additional cost.

ADDITIONAL EQUIPMENT AND ASSOCIATED SERVICES

At no additional costs, the Contractor shall provide the additional equipment and services which may include but are not limited to:

1) The Contractor shall provide notification of pre-planned shutdowns, non-working days and holidays.

2) Health & Safety equipment, PPE, personal air monitoring equipment and analysis, cameras, computers, cell phones, navigation devices, tablets and vehicle.

3) Operation office and/or equipment storage facilities, administrative support.

4) Contractor shall provide rental equipment, generators, and fuel as specified by the User Agency as part of the air monitoring equipment.

5) A&M Contractor's Arborists and other field staff that are directed by the IMT to be working in the field during days of poor air quality and are not HAZWOPER trained shall be required to wear respirator protection. This bid line item includes providing such staff with medical spirometry testing, respirator fit testing, respirator training, and personal respirators and appropriate filter cartridges. Contractor shall perform

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work in accordance with this Agreement during days when AQI is less than five hundred (500). For days when User Agency directs Contractor to continue work under this Agreement when AQI is greater than five hundred (500), Contractor shall supply staff with Respirators complying with 8 CCR 5144. For days when Contractor performs work on days with AQI above five hundred (500), Contractor shall be eligible for reimbursement as identified in Exhibit B.1 – Rate Sheet.

BREACH/REMEDY FOR DEFAULT

Contractor shall perform all work pursuant to this Agreement in a safe, workmanlike, professional, efficient, and expeditious manner to the satisfaction of the User Agency. Contractor shall coordinate with User Agency for access to each parcel to inspect and audit work conducted, documentation provided, and data required under this Agreement.

STOP WORK NOTICE

Immediately upon receiving a written notice from user Agency to stop work, Contractor shall cease all work under this Agreement.

User Agency shall not compensate Contractor for any rework or deficient work.

DELAY

In the event that User Agency determines the Contractor is responsible for any unapproved delay or damages caused by the Contractor's delay, the Contractor shall immediately implement all measures directed by the User Agency to remedy the issue at the Contractor's sole expense. User Agency reserves the right to retain withheld funds in order to remedy any unapproved delay or damages caused by the Contractor's delay. Such remedy may include, but is not limited to, reimbursement of the User Agency for any non-working day costs incurred by the DDHTR contractor.

BREACH

In the event of Contractor's breach of any condition or term of this Agreement, User Agency will provide Contractor written notice describing the breach. If Contractor does not, within three (3) days after notice is provided, 1) cure the breach described in User Agency's Notice or 2) if the User Agency agrees the breach is not curable within three (3) days, cure the breach within the number of days specified by the User Agency, Contractor shall be in default under this Agreement.

In the event of Contractor's default under this Agreement, User Agency shall be entitled to all remedies available at law including, but not limited to, termination of this Agreement, withholding of any amount billed, and/or recovery of funds disbursed.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

EXPERIENCE MODIFICATION RATE SUBMITTAL

The Contractor shall provide their current Workers Compensation Insurance Experience Modification Rate (EMR) to the User Agency or proof of non-eligibility. If the EMR number exceeds one (1.00) at any time, the User Agency at their sole discretion may terminate the individual User Agreement within thirty (30) days of verifying the rate has exceeded one (1.00).

The Contractor shall provide their OSHA lost time injury/illness incidence and OSHA recordable injury/illness incidence records at the User Agency request.

HOURS AND LOCATION OF SERVICES

All work will be conducted on Pacific Time; Pacific Standard Time (early November to mid-March) and Pacific Daylight Time (mid-March to early November).

Services shall be provided on site in the county(ies) identified for each respective operation by the User Agency, unless remote work is authorized by the User Agency.

DEMOBILIZATION

The User Agency may order Contractor to demobilize from the operation for a duration specified by the User Agency. Reasons for this decision could include, but are not limited to, inclement weather, conflicting Operations, or Operational needs. This decision is in the sole discretion of the User Agency.

User Agency shall endeavor to provide notice of demobilization twelve (12) or more hours in advance. If User Agency does not provide Contractor with notice of demobilization twelve (12) or more hours in advance, Contractor shall be eligible for compensation based on Exhibit B (7)(A)(3).

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

EXHIBIT D – INSURANCE REQUIREMENTS

1. GENERAL PROVISIONS APPLYING TO ALL POLICIES

A. COVERAGE TERM

Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.

B. POLICY CANCELLATION OR TERMINATION & NOTICE OF NON-RENEWAL

Contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

C. DEDUCTIBLE

Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

D. PRIMARY CLAUSE

Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

E. INSURANCE CARRIER REQUIRED RATING

All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

F. ENDORSEMENTS

Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

G. INADEQUATE INSURANCE

Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

H. SATISFYING A SELF–INSURED RETENTION (SIR)

All insurance policies required by this contract/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

I. AVAILABLE COVERAGES/LIMITS

All coverage and limits available to the contractor shall also be available and applicable to the State.

J. SUBCONTRACTORS

In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

2. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Contractor shall maintain general liability on an occurrence form with limits not less than two million dollars ($2,000,000) per occurrence for bodily injury and property damage liability combined with a four million dollars ($4,000,000) annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

B. AUTOMOBILE LIABILITY

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

Contractor shall tender an 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), with limits no less than $1,000,000 per accident for bodily injury and property damage.

C. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of one million dollars ($1,000,000) are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.

D. ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY

Contractor shall maintain errors and omissions/professional liability insurance with limits no less than two million dollars ($2,000,000) each occurrence and four million dollars ($4,000,000) annual aggregate.

If the policy is written on a claims-made basis provide the following:

i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Exhibit G
Request for Services

MARIPOSA COUNTY
August 17th, 2022
REQUEST FOR SERVICES

Notice to Rank 1 – Tetra Tech, Inc.
Title: 2022 Oak Fire Debris and Hazard Tree Removal Operation

SERVICES NEEDED: In compliance with Master Service Agreement (MSA) #5-22-99-33-04 the purpose of this Request for Services (RFS) is to obtain Assessment and Monitoring (A&M) Services for Disaster Debris and Hazard Tree Removal for the 2022 Oak Fire in Mariposa County. According to CAL FIRE, the Oak Fire destroyed 127 homes and 66 other structures.

CONTRACT TERM: The term of this Agreement will span approximately nine (9) months and the anticipated start date is August 24th, 2022, subject to Mariposa County's Notice to Proceed.

CONTRACT BUDGET: Subject to the availability of funds and approval by Mariposa County, the total estimated cost is $5,000,000.00.

Mariposa County reserves the right to amend the budget for the Agreement represented by this RFS as needs arise. Per the terms of the MSA, all rates shall be firm fixed for the MSA term, including any optional year extensions.

RESPONSE DEADLINE: Contractor must acknowledge and respond to a written User Agency request for services within twenty-four (24) hours of the request unless a different response timeframe is specified by the User Agency. Should contractor require additional time to develop its Project Response Plan, it should notify Mariposa County and request an extension. The Contractor must provide services within seventy-two (72) hours of accepting a request for services, unless otherwise specified by the User Agency.

SERVICE CATEGORIES:

Contractor shall provide staff to perform services in the following category
Category 1: 1-150 APNs – Provide Assessment and Monitoring Services for Disaster Debris and Hazard Tree Removal for quantities of 1-150.

Contractor shall provide staff to perform services in the Regions and Categories identified in Exhibit B.1 – Rate Sheet.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

SERVICE REGIONS: Services shall be provided in the following Region comprised of the following California county:

Region 1 – Northeastern
Mariposa County

CONTRACTOR RESPONSE REQUIREMENTS:

1) Contractor must acknowledge and respond to Mariposa County's Request for Services within twenty-four (24) hours of the request.
2) Contractor must respond and include Experience Modification Rate (EMR) documentation of one (1.00) or less or proof of non-eligibility as identified in Section 16 of the MSA.
3) If the User Agency determines at its sole discretion that the Contractor's response is not acceptable, it may move to the next Ranked Contractor.
4) Should all Contractors within the same Region and Category fail to respond and/or provide services as required, a User Agency may request services from the Rank 1 Contractor in the next highest Category within the same Region, and so forth by Rank until services can be provided. If requesting services for Category 3 (1501+ APNs) where no next highest Category is available, Users may request services from any Rank 1 Contractor of Neighboring Region(s) that shares a border within the same Category. The selected Contractor rates shall apply.
5) User Agencies must notify the DGS-PD State Contract Administrator of a Contractor's failure to respond and/or provide services.
6) The Contractor must provide services within seventy-two (72) hours of accepting a request for services, unless otherwise specified by the User Agency

REQUIREMENTS FOR THE CONTRACTOR'S PROJECT RESPONSE PLAN:

The Contractor shall prepare and submit a Project Response Plan. The Project Response Plan should demonstrate how the Contractor will implement both the Scope of Work of the MSA and address the specific requirements outlined in Mariposa County's Request for Service. The Project Response Plan is expected to include, but not be limited to, the following:

Operation-specific organization charts;
Resumes of key personnel, as specified in the MSA Scope of Work;
Staffing plans and whether key personnel are currently engaged in similar projects under the MSA;
Project or staff specific conflicts of interest;
Certifications and/or registrations of personnel;
Listing of subcontractors;
Special requirements including conflicts of interest; and
Pricing offered by the Contractor shall not exceed the rates specified in Exhibit B.1 – Rate Sheet for the Category and Region selected by the User Agency.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

INVOICING AND PAYMENT

Payment Terms
Refer to Exhibit B – Payment and Budget Provisions of the MSA for payment terms and provisions.

SMALL BUSINESS (SB) PARTICIPATION

The Contractors listed below committed to subcontract at least twenty-five (25) percent of its net bid price with California-certified Small Business (SB). User Agencies can verify whether the certifications are currently valid on Cal eProcure (www.caleprocure.ca.gov).

Master Agreement Number	Contractor
5-22-99-33-01	Arcadis U.S., Inc.
5-22-99-33-04	Tetra Tech, Inc.
5-22-99-33-07	Witt O'Brien's, LLC

Use of any Subcontractor(s) is subject to pre-approval by User Agencies. User Agencies should request the Contractor(s) to submit a completed Bidder Declaration Form (GSPD-05-105) (http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf).
Upon request from a User Agency, a Contractor shall submit written clarifying information regarding Commercially Useful Function (CUF) for a User Agreement. Contractors that involve a California-certified SB, whether the Contractor is a SB or subcontracting to a SB, must perform a CUF as defined in California Government Code Section 14837(d)(4)(A).

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

The Disabled Veteran Business Enterprise (DVBE) Requirements and the DVBE Incentive have been waived for the MSA. User Agencies are encouraged to utilize California-certified DVBE Subcontractors if available.
Upon request from a User Agency, a Contractor shall submit written clarifying information regarding Commercially Useful Function (CUF) for a User Agreement. Contractors that involve a California-certified DVBE, whether the Contractor is a DVBE or subcontracting to a DVBE, must perform a CUF as defined in California Military and Veterans Code Section 999(b)(5)(B).
Certification of payments to DVBE Subcontractors and withholding to be enforced by State Agencies.

In accordance with the State Contracting Manual, Volume 2, Section 1203.1, State Agencies shall require the Contractor to submit a complete and accurate Prime Contractor's Certification – DVBE Subcontracting Report (Std. 817) upon

acceptance of ordered goods or services for which the Contractor committed to DVBE subcontractor participation.

Upon delivery or completion of ordered goods or services, State Agencies shall do the following:

Provide proper withhold notification to prime contractors;
Withhold ten thousand dollars ($10,000), or the full amount of the final invoice if less than ten thousand dollars ($10,000), pending receipt of the complete and accurate Std. 817;
Review the Std. 817. If it is determined to be complete and accurate, authorize payment of the withhold;
If the Std. 817 is late or incomplete, department must send the prime contractor a cure notice allowing at least fifteen (15) days, but not more than thirty (30) days, to meet the Certification of Payments to DVBE Subcontractors requirements;
If the prime contractor does not comply by the identified deadline, permanently deduct the withhold; and
Retain all records for a minimum of six (6) years.

EXPERIENCE MODIFICATION RATE (EMR) SUBMITTAL

The Contractor shall provide their current Workers Compensation Insurance Experience Modification Rate (EMR) to Mariposa County or proof of non-eligibility. If the EMR number exceeds one (1.00) at any time, Mariposa County at our sole discretion may terminate the Agreement within thirty (30) days of verifying the rate has exceeded one (1.00).

The Contractor shall provide their Occupational Safety and Health Administration (OSHA) lost time injury/illness incidence and OSHA recordable injury/illness incidence records at Mariposa County's request.

HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE (HAZWOPER) CERTIFICATIONS

The Contractor shall provide Mariposa County with Hazardous Waste Operations and Emergency Response (HAZWOPER) Certifications for the classifications required per Exhibit A – Scope of Work.

FEDERAL DEBARMENT CERTIFICATION:

The Contractor shall provide the User Agency a new Federal Debarment Certification form within five (5) business days from the User Agency request.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Exhibit G
Response to Request for Services

Response to Request for Services
Mariposa County, California
MSA #5-22-99-33-04
August 18, 2022



TETRA TECH

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Submitted Electronically

August 18, 2022

Subject: Response to Request for Services under Master Service Agreement #5-22-99-33-04

Dear Dallin Kimble and Mariposa County team:

Tetra Tech, Inc. (Tetra Tech) is honored to submit the enclosed proposal to provide assessment and monitoring of disaster debris and hazard tree removal services to Mariposa County (the County). The Tetra Tech team is the most experienced, qualified, and prepared to support the County and its communities affected by California wildfires and debris-generating events because:

We bring unparalleled experience nationally and throughout California to execute a successful program.

Since 2001, our team has assisted state and local governments with debris monitoring and hazardous tree removal monitoring efforts following catastrophic natural disasters. We have served as the ground-zero debris and hazardous tree monitoring consultant for over 320 clients affected by our nation's most devastating natural disasters, including California Wildfires for the past 6 years. **Collectively we have overseen and managed recovery of more than 160 million cubic yards (CY) of debris, 6.8 million tons of fire damaged structural debris and soil, and over 2.3 million hazardous trees** on behalf of our public sector clients in compliance with Federal Emergency Management Agency (FEMA) policies.

For CalRecycle and other federal and local California agencies, Tetra Tech has been contracted to provide project management and oversight of 13 major wildfire recovery efforts, including responses to the Erskine, Clayton, NorCal, Detwiler, Helena, Mendocino, Carr, Thomas, Camp, Northern Branch, and Dixie-Caldor wildfires. Additionally, as a sub-consultant to another firm, Tetra Tech performed site assessments and developed individual site reports regarding fire-damaged commercial properties as part of the Valley and Butte Fire recovery. As a result of our recent experience working directly for CalRecycle under the 2021 wildfire operation, our staff thoroughly understands the State's debris removal operations plan, scope of work, and standards. **Tetra Tech's Wildfire Standard Operating Procedures (SOPs) are Best-in-Class – many of which have been adopted by CalRecycle as Best Management Practices and used on other State of California Wildfire projects.**

Our vast footprint across California allows us to respond immediately.

With Tetra Tech disaster response and recovery experts located throughout the State of California, we can stage a full-scale mobilization upon notification of award. **Tetra Tech has more staff with wildfire Assessment and Management (A&M) experience than any other firm in the country.** Most recently, we deployed more than 1,100 staff for the Northern Branch project. At the height of the Camp Fire Response, more than 1,000 Tetra Tech staff were active. For the NorCal Fire response in 2017–2018, more than 600 Tetra Tech staff members were working on the field project team.

We are a trusted and proven resource to the State of California, our partners, and the local community. For our partners, we provide carefully considered opportunities for Small Businesses, Disabled Veteran Owned Businesses, women-owned businesses, and other subcontractors to equitably participate in project work. Tetra Tech provides comprehensive support to its subcontractors throughout the project lifecycle and we make a concerted effort to hire locally. These factors combined drive a clear result: **building capacity of local businesses to respond to current and future disasters.**

We provide turnkey service to the County's exact specifications with no learning curve.

Tetra Tech has performed a similar scope of work for the State of California (via CalRecycle) in response to multiple wildfires since 2016, therefore **there is zero learning curve in responding to this project.** Our firm understands the logistical challenges of working in the County's diverse terrain and are primed to adapt to any requirement as needed.

We have established SOPs that have been previously approved by prior State-run response missions. Our stringent SOPs are supported by an integrated quality assurance and quality control program that adheres to established compliance

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

monitoring processes. In all, we implement compliant protocols from ramp-up to demobilization to provide truly turnkey and reliable service.

We've dedicated financial and operational resources to meet the County's needs.

As a publicly traded company headquartered in Pasadena, CA, **our firm will dedicate the necessary operational, logistical, technical, and financial resources to see this project reach a successful outcome.** Our project team has been carefully selected based on the requirements of the solicitation and are prepared to meet the immediate response needs, as well as long-term recovery needs.

As evidenced throughout this response, our firm thought through many of the logistical and technical challenges a large-scale program of this nature will encounter. Our team stands at the ready to mitigate these risks by assigning seasoned staff who are experienced with complex programs at key positions, leveraging technology to streamline operations, and oversight by our division and corporate leadership. Finally, with our cash reserves approaching $1 billion and available credit facilities, Tetra Tech is financially well prepared to perform the work in a timely and cost-effective fashion.

Tetra Tech would be honored to serve as the County's disaster debris and hazard tree removal assessment and monitoring service provider. We are fully prepared to provide the high-quality service the County expects.

Sincerely,

Tetra Tech, Inc.

Jonathan Burgiel | Business Unit President, Tetra Tech Disaster Recovery

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

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Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

1. Response to Request for Services

1.1 Contractor must acknowledge and respond to Mariposa County's Request for Services within twenty-four (24) hours of the request.

Tetra Tech has provided this response within 24 hours of the request received on August 17, 2022.

1.2 Contractor must respond and include Experience Modification Rate (EMR) documentation of one (1.00) or less or proof of non-eligibility as identified in Section 16 of the MSA.

Tetra Tech has an outstanding record of safety across our organization. As evidenced in the following pages, our Experience Modification Rate (EMR) for the past 3 years is:

- 10/1/2021 to 10/1/2022: 0.74
- 10/1/2020 to 10/1/2021: 0.77
- 10/1/2019 to 10/1/2020: 0.79

We understand that OSHA lost time injury/illness incidence and OSHA recordable injury/illness incidence records may be required at the User Agency request. Documentation for these records has also been provided as a proactive measure.

1.3 If the User Agency determines at its sole discretion that the Contractor's response is not acceptable, it may move to the next Ranked Contractor.

Tetra Tech acknowledges.

1.4 Should all Contractors within the same Region and Category fail to respond and/or provide services as required, a User Agency may request services from the Rank 1 Contractor in the next highest Category within the same Region, and so forth by Rank until services can be provided. If requesting services for Category 3 (1501+ APNs) where no next highest Category is available, Users may request services from any Rank 1 Contractor of Neighboring Region(s) that shares a border within the same Category. The selected Contractor rates shall apply.

Tetra Tech acknowledges.

1.5 User Agencies must notify the DGS-PD State Contract Administrator of a Contractor's failure to respond and/or provide services.

Tetra Tech acknowledges.

1.6 The Contractor must provide services within seventy-two (72) hours of accepting a request for services, unless otherwise specified by the User Agency

Tetra Tech acknowledges.

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Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

AON

Aon Risk Insurance Services West, Inc.

Construction Services Group

September 15, 2021

Mr. Chad Smith, ARM, CPCU, CRIS
Corporate Risk Management Administrator
Tetra Tech, Inc.
3475 E. Foothill Blvd.
Pasadena, CA 91107

RE: **NCCI Interstate Experience Modification for Tetra Tech Inc.**

Dear Chad:

Please be advised that the NCCI Interstate Experience Modification for Tetra Tech Inc. for the policy periods listed below is as follows:

Effective Dates Listed Below:
10/1/2021 to 10/1/2022: 0.74
10/1/2020 to 10/1/2021: 0.77
10/1/2019 to 10/1/2020: 0.79

Please let me know if you have any questions.

Sincerely,

Ann G. Whisenhunt
Senior Account Specialist
213-630-3270

Aon Risk Insurance Services West, Inc.
707 Wilshire Boulevard, Suite 2600 • Los Angeles, California 90017 •
New USPS Mailing Address:
MSC# 17188, Aon, PO Box 19640, Irvine, CA 92623 •
tel: (213) 630-3270 • fax (847) 953-4529 License No. 0530733

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2019
U.S. Department of Labor

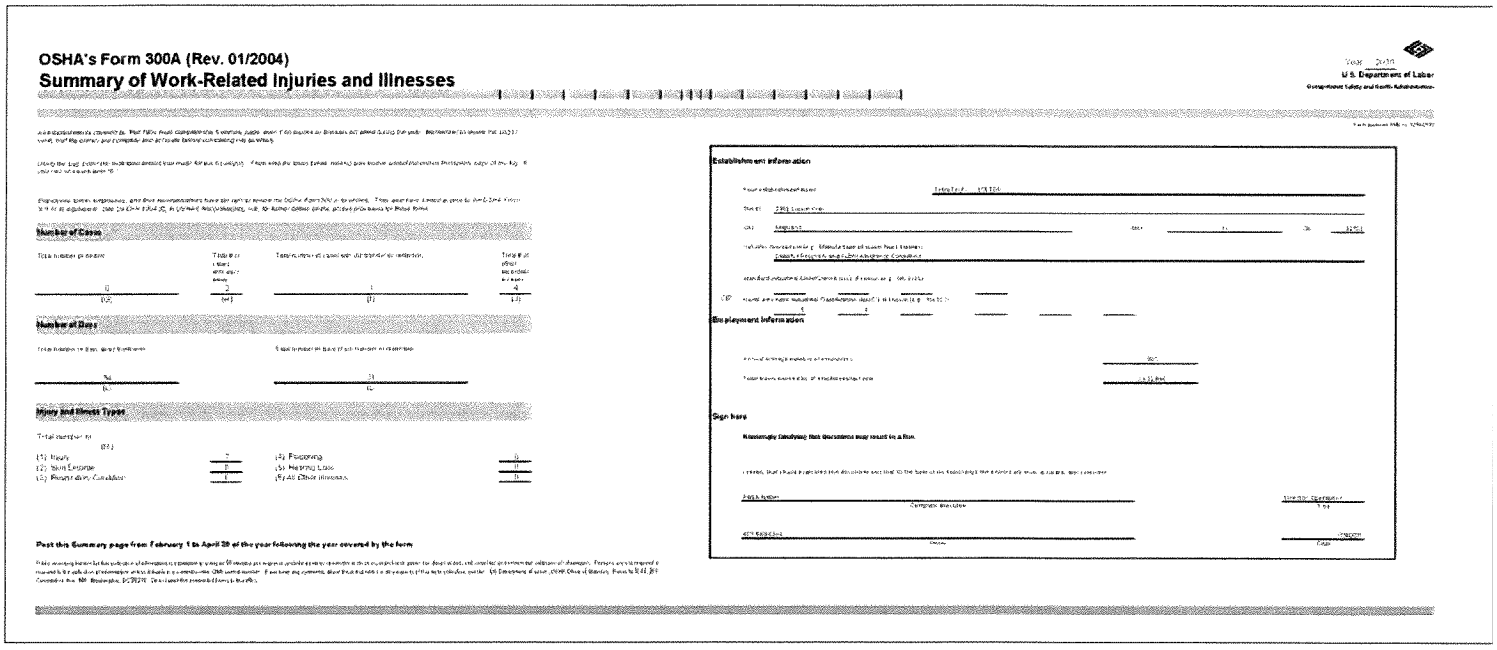
Establishment information

Employment information

Sign here

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)



OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2019
U.S. Department of Labor
Occupational Safety and Health Administration

Establishment information

Number of Cases

Number of Days

Injury and Illness Types

Employment information

Sign here

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	2 (H)	3 (I)	3 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
40 (K)	83 (L)

Injury and Illness Types

Total number of (M)			
(1) Injury	8	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Establishment information

Your establishment name [illegible]

Street 2301 Lucas Way

City Martinez

State [illegible] Zip [illegible]

Industry description (e.g. Manufacture of motor truck trailers)
Disaster Recovery and Public Assistance Consulting

Standard Industrial Classification (SIC) code (if known) (e.g. SIC 3715)

OR North American Industrial Classification (NAICS) code (if known) (e.g. NAICS 336212)

Employment information

Annual average number of employees 1,768

Total hours worked by all employees last year 2,140,160

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Ralph Nuzzo — Director, Operations

[illegible] — [illegible]

TETRA TECH

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2. Project Response Plan

2.1 The Contractor shall prepare and submit a Project Response Plan. The Project Response Plan should demonstrate how the Contractor will implement both the Scope of Work of the MSA and address the specific requirements outlined in Mariposa County's Request for Service. The Project Response Plan is expected to include, but not be limited to, the following:

Tetra Tech has been at the forefront of the disaster debris monitoring industry for 25 years. We have assisted hundreds of state and local governments over the last 25 years with their response to our nation's most catastrophic natural disasters, including wildfires throughout the State of California since 2015. Through decades of experience, Tetra Tech has built the staff expertise, standard operating procedures, logistical capabilities, and technologies to handle the most difficult disasters.

Our fire disaster debris monitoring efforts have removed over **6.8 million tons of fire debris, as well as the demolition and debris removal of over 22,000 fire-damaged residential and commercial structures in the State of California.** We have provided project management and recovery oversight for some of the nation's largest wildfires. Throughout these projects, our team has monitored the removal of hazardous trees, conducted site surveys (including hazardous material, asbestos, archaeological, and biological) and environmental sampling, completed complex air monitoring and sampling activities, coordinated and monitored debris removal operations, monitored hauling/disposal operations, and provided extensive data management. The magnitude and nature of these events have allowed us to develop real-time data collection platforms, operational, and logistical methodologies that will be utilized for this project.

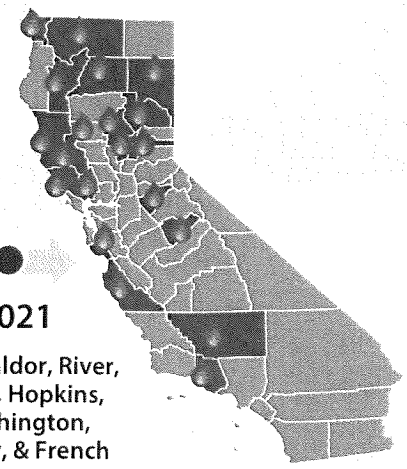
When it comes to wildfire recovery management experience, Tetra Tech has more experience than other disaster recovery firms, both in terms of absolute number of wildfire projects managed and the breadth of services provided to our wildfire recovery clients. Our team has assisted in the recovery from the most catastrophic wildfires in recent history, with millions of dollars in reimbursed funds.

Tetra Tech has provided the requested information within the following pages.

Tetra Tech provides best in class post-fire A&M services.

Our team has responded to 22 major wildfire disasters across 23 California Counties.

Tetra Tech has unmatched wildfire debris management experience with monitoring over 6.8 million tons of debris



2015	2016	2017	2018	2020	2021
Butte & Valley	Soberanes, Erskine, & Clayton	Thomas, NorCal, Detwiler, & Helena	Woolsey-Hill Fire, Camp, Mendocino Complex, & Carr	North Branch & CZU Lightning Complex	Dixie-Caldor, River, Fawn, Hopkins, Washington, Windy, & French

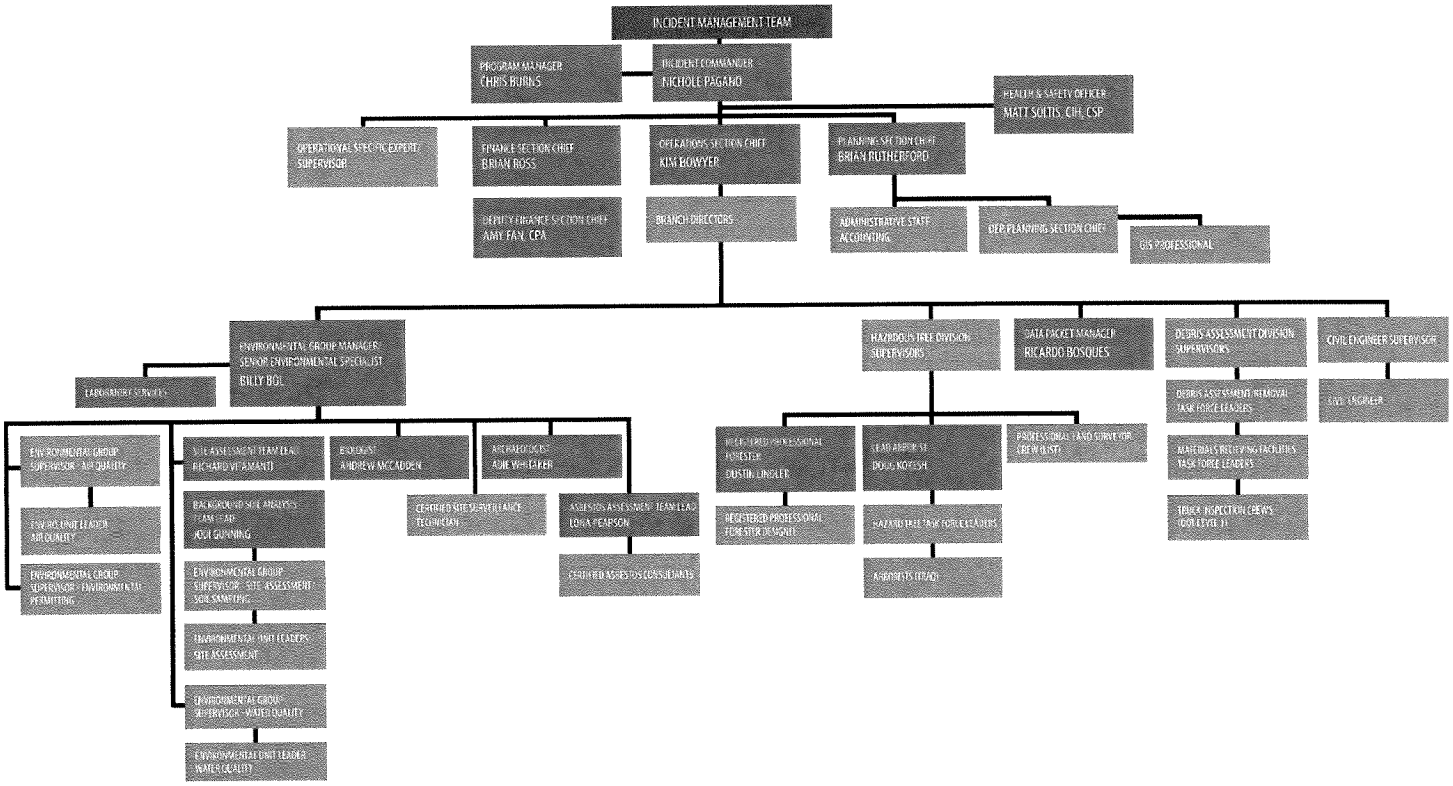
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2.1.1 Operation-specific organization charts

The organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech's project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. As indicated below, Tetra Tech has provided resumes for key personnel and is prepared to mobilize **additional staff.**

Project Organization Chart



2.1.2 Resumes of key personnel, as specified in the MSA Scope of Work

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful wildfire recovery projects in California.

Key Personnel

Position	Resource
Program Manager	Chris Burns
Incident Commander	Nichole Pagano
Safety Officer	Matt Soltis, CIH, CSP
Planning Section Chief	Brian Rutherford
Data Packet Manager	Ricardo Bosques
Operations Section Chief	Kim Bowyer
Finance Section Chief	Brian Ross
Deputy Finance Section Chief	Amy Fan, CPA
Environmental Unit Manager/Senior Environmental Specialist	Billy Bol
Biologist	Andrew McCadden
Archaeologist	Adie Whitaker
Registered Professional Forester	Dustin Lindler
Site Assessment Team Lead	Richard Vitamanti
Asbestos Assessment Team Lead	Lona Pearson
Background Soil Analysis Team Lead	Jodi Gunning
Lead Arborist	Doug Kokesh

Tetra Tech has provided resumes for the above-listed individuals as Appendix 1.

2.1.3 Staffing plans and whether key personnel are currently engaged in similar projects under the MSA

Our team has demonstrated the ability to execute large and complex programs, recognize and understand challenges unique to wildfire recovery, and support California communities as a capable service provider. We thoroughly understand the requirements in the project Scope of Work as detailed in the MSA, and we are prepared to deliver these tasks with an appropriate level of commitment from our staff. **For our key personnel, this means 100% availability to complete the proposed scope of work.**

The proposed key team members were chosen specifically not only due to their functional expertise but also their availability to provide dedicated support to the tasks within the scope of work. Tetra Tech affirms that no key personnel are currently engaged in similar projects under the MSA, and will be 100% available to respond to the County's needs. Tetra Tech staff that have current commitments to other projects will be demobilized and reallocated to this scope of work as appropriate.

2.1.4 Project or staff specific conflicts of interest

Tetra Tech certifies that in the preparation and submission of this proposal, to the best of our knowledge, neither Tetra Tech, nor any employee, has a conflict of interest directly in connection with the services required in the County's RFS.

2.1.5 Certifications and/or registrations of personnel

Tetra Tech has mobilized more than 1,100 staff in compliance with the State's qualification, certification, and fit testing requirements. Our staffing procedures operate in lock-step with the State and County's requirements, resulting in seamless

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and compliant deployment of staff with Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and fit testing (in conjunction with full medical monitoring).

Our team possesses many of the key certifications necessary to provide quality technical services. Team members have completed numerous certification and training courses related to debris operations and emergency management, such as:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- ICS-100: Introduction to Incident Command System
- ICS-200: ICS for Single Resources and Initial Action Incidents
- ICS-300: Intermediate Incident Command System
- IS-120: Introduction to Exercises
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program

Relevant certifications and registrations of key personnel have been provided within Appendix 2.

2.1.6 Listing of subcontractors

Tetra Tech, as a large, multi-national firm with ample resources to complete most any project, is well acquainted with the practice of contracting with local businesses and small, minority-owned, and/or women-owned businesses included within 2 CFR 200.321 and within the MSA. By actively maximizing opportunities for SB participation, the local economy benefits significantly, often underdeveloped firms are promoted, and projects are cost-effective for our clients.

Tetra Tech has been involved in several major projects in which our clients established overall SB or other goals for subcontracting and workforce participation. As evidence of the Tetra Tech Disaster Recovery Division's commitment to local and minority participation in our projects, Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony. Our success in meeting and surpassing these goals illustrates our commitment to the design and implementation of effective and meaningful participation programs, resulting in exceeded project goals. **Since 2016, Tetra Tech has worked with 56 California-based and certified SB/MWDVBE firms, representing approximately $47 million in subcontract value.**

We have identified the local and small businesses listed below with proven experience to provide trained personnel and support Tetra Tech on an as-needed basis. Upon mobilization, in conjunction with Tetra Tech's policy to embrace and utilize small and local businesses, **Tetra Tech will continue its efforts to identify pre-approved firms under the existing MSA and engage additional certified/local firms to participate under this RFS to the extent feasible and practical.** As stated in the RFS, a Bidder Declaration Form can be provided upon request.

Listing of Subcontractors

Subcontractor Name	Services	SB, MWDVBE	Cert #
Alpha Analytical, Inc	Laboratory	SB(Micro)	1025
Analytical Consulting Group, Inc.	Environmental Services	SB(Micro)	1242960
Area West Environmental, Inc.	Biologist	SB(Micro), SB-PW	32614
EMSL Analytical, Inc.	Laboratory	n/a	
Engstrom Inspection	DOT Truck Inspection	n/a	
Essel Technology Services, Inc.	Environmental Services	SB(Micro)	31857
Eurofins	Laboratory	n/a	
Far Western Anthropological Research Group, Inc.	Cultural and Historic Resources	n/a	
ForensisGroup, Inc.	Arborist/Env Consulting	SB	2025369
Guzi-West Inspection and Consulting, LLC	CAC/CSST	SB(Micro)	2017326

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Subcontractor Name	Services	SB, MWDVBE	Cert #
Jefferson Resource Company, Inc	Forestry/TRAQ Arborist	WBE	13010036
Kleinfelder, Inc.	Biologist/Archaeologist	n/a	
Paxon Energy & Infrastructure Services	Forestry/TRAQ Arborist	WBE	17000575
Ross Infrastructure Development LLC	Finance/Accounting	SB(Micro), DVBE	1786614
Tommy's Water Truck Rentals, Inc	Water Truck (Dusk Control)	SB(Micro)	1283660
West Coast Water & Trucking, Inc	Water Truck (Dusk Control)	SB-PW	1207321
William Esparza Consulting Services	Environmental Services	SB(Micro), DVBE	2019925

Tetra Tech shall make a good faith effort to **subcontract 25% of the total contract services to California Certified SBs** through the combination of our Certified SB subcontractors. Additional information or certifications can be provided upon request.

2.1.7 Special requirements including conflicts of interest

As detailed above in Section 2.1.4, Tetra Tech is not aware of any relevant facts or circumstances that could give rise to an actual or potential personal conflict of interest related to the services requested. If an actual or potential personal conflict of interest is identified during the performance of any work assignment, we will immediately make full disclosure to the County.

2.1.8 Pricing offered by the Contractor shall not exceed the rates specified in Exhibit B.1 – Rate Sheet for the Category and Region selected by the User Agency.

Tetra Tech affirms that the rates utilized under this RFS will align with the rates established under MSA #5-22-99-33-04. The rates established for Category 1, Region 1 have been provided below for reference.

Rate Schedule: MSA #5-22-99-33-04 Category 1, Region 1

Item	Units	Rate
Program Manager	Per Hour Per Person	$174.90
Incident Commander (IC)	Per Hour Per Person	$148.40
Health and Safety Officer	Per Hour Per Person	$111.30
Operations Section Chief (OSC)	Per Hour Per Person	$111.30
Registered Professional Forester (RPF)	Per Hour Per Person	$148.40
Registered Professional Forester (RPF) Designee	Per Hour Per Person	$132.50
Arborist (TRAQ)	Per Hour Per Person	$127.20
Branch Director (BD)	Per Hour Per Person	$102.82
Division Supervisor (DS)	Per Hour Per Person	$90.10
Task Force Leader/ Debris Assessments or Removal Monitor	Per Hour Per Person	$73.14
Task Force Leader/ Hazard Tree Assessments or Tree Removal Monitor	Per Hour Per Person	$76.32
Task Force Leader/ Materials Receiving Facilities	Per Hour Per Person	$79.50
Certified Asbestos Consultant (CAC)	Per Hour Per Person	$143.10
Certified Site Surveillance Technician (CSST)	Per Hour Per Person	$121.90
Environmental Group Supervisor/ Water Quality	Per Hour Per Person	$143.10
Environmental Group Supervisor/ Site Assessment/ Soil Sampling	Per Hour Per Person	$132.50
Environmental Group Supervisor/ Air Quality	Per Hour Per Person	$127.20
Environmental Group Supervisor/ Environmental Permitting	Per Hour Per Person	$132.50
Environmental Group Manager/ Senior Environmental Specialist	Per Hour Per Person	$148.40
Operational Specific Expert	Per Hour Per Person	$174.90
Operational Specific Expert Supervisor	Per Hour Per Person	$201.40

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Environmental Unit Leader/ Water Quality BMPs	Per Hour Per Person	$100.70
Environmental Unit Leader/ Site Assessment/ Soil Sampling	Per Hour Per Person	$106.00
Environmental Unit Leader/ Air Quality	Per Hour Per Person	$121.90
Data/ Packet Manager	Per Hour Per Person	$79.50
Planning Section Chief (PSC)	Per Hour Per Person	$121.90
Deputy Planning Section Chief (DPSC)	Per Hour Per Person	$90.10
GIS Professional	Per Hour Per Person	$58.30
Finance Section Chief (FSC)	Per Hour Per Person	$137.80
Deputy Finance Section Chief (DSFC)	Per Hour Per Person	$90.10
Field Accounting and Administrative Staff	Per Hour Per Person	$73.14
Office Accounting and Administrative Staff	Per Hour Per Person	$66.78
Senior Biologist	Per Hour Per Person	$143.10
Biologist	Per Hour Per Person	$121.90
Senior Archaeologist	Per Hour Per Person	$159.00
Archaeologist	Per Hour Per Person	$121.90
Professional Land Surveyor Crew	Per Surveyor Crew Per Day	$5,300.00
Truck Inspection Crews (DOT Level 1)	Per Inspection Crew Day	$2,968.00
Civil Engineer	Per Hour Per Person	$153.70
Civil Engineer Supervisor	Per Hour Per Person	$206.70
Environmental Site Assessment (ESA) Report	Per ESA Report	$954.00
Rope Access Plan Preparation and Training	Per Plan Event	$21,200.00

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3. Appendix 1: Resumes

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

TETRA TECH

Chris R. Burns

Program Manager

17+ YEARS OF EXPERIENCE

Areas of Expertise

Program / Project Management

Wildfire Fire Assessment

CDBG-DR

Emergency Response

Oil Spill Response

Lead and Asbestos

Radiation

Grant Experience

FEMA PA

CDBG-DR

HMGP

Key Training/Certifications

40-hour OSHA HAZWOPER with 8-hour Refreshers

Incident Command System Training (100, 200, 300, 301, 400, 700, 800)

IATA Dangerous Goods Shipping Certified

EPA Air Monitoring for Hazardous Materials 165.4, 2007 and 2005 EPA RCRA Compliance and Enforcement Workshop

EPA Sampling for Hazardous Materials 165.9

Education

B.S., Fisheries and Wildlife Science, Penn State University - 2003

EXPERIENCE SUMMARY

Mr. Burns has more than 17 years of experience providing management, scientific, and technical consulting services, including private and public sector clients under a variety of technical assistance, CDBG, emergency response, emergency management, planning, and training and exercise programs. Mr. Burns has held various positions throughout his career, including Program Manager, senior project manager, emergency preparedness and response coordinator, technical lead, and incident commander. He has experience overseeing multi-disciplinary teams made of internal and subcontracted staff resources and has managed projects and complex programs with values in excess of $70 million.

RELEVANT EXPERIENCE

U.S. EPA START Program Manager (January 2020 – Present)

Mr. Burns is responsible for ensuring compliance with terms of the contract and work assignments; cost control, monitoring work schedules, budgets, and developing/approving cost estimates; providing monthly status reports on accomplishments, budgets and contract issues; and implementation of HSE policy and procedures to ensure field compliance.

U.S. EPA START Readiness Coordinator and Deputy Program Manager, (2014- January 2020)

Mr. Burns serves as the US EPA Region 5 readiness Coordinator and Deputy Program Manager. Mr. Burns manages all aspects of deployment readiness and tracks deployment readiness for a 40-person core team of responders and 300 additional reach-back staff. Coordinates on-call schedules and deployments for more than 150 short- and long-term emergency response actions across the six-state region, with mobilization offices and prepositioned staff in Chicago, Minneapolis, Traverse City, Detroit, Cleveland, Cincinnati, Indianapolis, Milwaukee, Green Bay, and St. Louis. Manages the field schedule for the START contract and office employees, with as many as 150+ simultaneous projects with durations ranging from 1 day to 2 years. Manages a preparedness training program, involving approximately 10 training courses and exercises annually for contractor staff. Develops and presents training to keep personnel current on technological advances, data management techniques, and technical disaster management skills necessary to respond to any type of manmade or natural disaster.

Greenfield Trust Program Manager (March 2018 – Present)

Mr. Burns is responsible for overall work performance for all Tetra Tech Greenfield Trust projects ranging in cost from $80,000 to $4 million. Tetra Tech is responsible for large complex remedial design, modeling, implementation, and assessment. Mr. Burns is responsible for overall management of several project managers completing this work across the country.

California Wildfire Environmental Program Manager (October 2016 – Present)

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Mr. Burns has served in management roles overseeing in the field environmental services conducted on 11 of the 12 past California Wildfires. During these responses Mr. Burns has lead the setup, coordination, and overall management of assessing damage, hazardous materials surveys, air monitoring, asbestos assessments, sample collection, and report preparation. Mr. Burns also manages all environmental logistics and staff coordination on these projects.

Camp Fire Incident (January 2019 – Present)

Incident Commander, responsible for overall completion of all debris and environmental work related to the hazardous material removal of over 13,000 parcels in total located in Butte County California. Task under this contract include debris removal monitoring, air sampling and monitoring (community and personal), soil sampling and evaluation, site assessment, traffic management, and documentation, financial tracking and invoice reconciliation, data management, erosion plan review and oversight of implementation, and health and safety.

Carr and Mendocino Complex Fire Incident (August 2018 – January 2020)

Incident Commander, responsible for overall completion of all debris and environmental work related to the hazardous material removal of over 1300 parcels in total located in Shasta and Lake Counties. Task under this contract include debris removal monitoring, air sampling and monitoring (community and personal), soil sampling and evaluation, site assessment and documentation, financial tracking and invoice reconciliation, data management, erosion plan review and oversight of implementation, and health and safety.

Thomas Fire Incident (January 2018 - Decemebr 2018).

Incident Commander, responsible for overall completion of all debris and environmental work related to the hazardous material removal of over 700 parcels in Ventura County. Task under this contract include debris removal monitoring, air sampling and monitoring (community and personal), soil sampling and evaluation, site assessment and documentation, financial tracking and invoice reconciliation, data management, erosion plan review and oversight of implementation, and health and safety.

Florida, Texas, South Carolina, North Carolina CDBG Programs (March 2018 - January 2020)

Mr. Burns serves as an Environmental Inspection Program Manager for the Lead Based Paint Risk Assessors, Asbestos Inspections, and all other environmental inspections covered under these three CDBG Programs. Mr. Burns is responsible for overall management of over 20 lead-based paint risk assessors completing risk assessment throughout all three states in relation to Hurricane Irma and Matthew.

Restore Louisiana Program (RELA)-CDBG-DR (2017 - July 2018)

Mr. Burns served as an Environmental Inspection Program Manager for the Lead Based Paint Risk Assessors following HUD Guidelines. Mr. Burns is responsible for overall management of 20 lead-based paint risk assessors completing risk assessment throughout Louisiana in relation to the floods of 2016. During this program Tetra Tech completed over 6,000 lead-based paint risk assessments in under 1 year.

Northern California (NORCAL) Wildfire Response (November 2017-September 2018)

Environmental Program Manager responsible for environmental portion of work associated with the cleanup of over 8,000 homes. Responsible for hazard assessments on each parcel, background soil sampling and confirmation soil sampling, air sampling and monitoring, and OSHA personal air sampling. Mr. Burns is also responsible for overall coordination, staffing, and logistics for this four-county response, overseeing over 100 staff in the field collecting data.

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TETRA TECH

Nichole L. Pagano

Incident Commander

17 YEARS OF EXPERIENCE

2 DISASTERS

Areas of Expertise

Project Management

Debris Removal Management

Data Analysis

Budget Tracking

Client Coordination

Key Training/Certifications

Certified Professional Geologist – WA

HAZWOPER 8-Hour Refresher

Education

SUNY College at New Paltz, Bachelor of Science in Geology, 2005

EXPERIENCE SUMMARY

Ms. Pagano is a Project Manager and Principal Geologist with over 15 years of experience in environmental consulting and currently manages sites for government, mining, rail, and manufacturing clients.

RELEVANT EXPERIENCE

Project Manager

Hazard Tree Removal Management for the Camp Fire | CalRecycle, Paradise, California

Project Manager for hazard tree removal assessment and management services for an estimated 150,000 trees. This role included coordination and management of an Arcadis incident management team and technical staff including registered professional foresters, TRAQ certified arborists, biologists and archaeologists. Coordinated with town, county, state and federal agencies.

Woolsey-Hill Fire | CalRecycle, Malibu, California

Project Manager for emergency response effort, including debris removal management and environmental sampling for approximately 1,000 burned residential properties. The field effort had approximately 180 field staff supporting the effort. Coordinated with town, county, state and federal agencies. *Based on exemplary work on this project, Nichole was awarded Project Star of the Month (November 2019), an internal Arcadis U.S. award. She was honored for handling unexpected requirements by working closely with the field team to develop training plans, daily reporting templates, an improved QC process, and tracking of staff performance.*

Lead Residential Sampling Program | California Dept. of Toxics Control, East Los Angeles, California

Project Manager for soil and paint sampling of 3,565 homes over 9 months in East Los Angeles for potential lead impacts deposited by aerial emissions. Over 37,000 soil samples were analyzed by XRF technology and by conventional methods according to EPA 6200. A cost-effective reporting process was developed using digital data collection and task management software collecting real-time on tablets in the field.

Environmental Compliance and Construction Oversight | Cleveland-Cliffs Mining, Northern Minnesota

Project Manager for environmental and construction related work, including feasibility studies for mine expansion and tailing disposal and management, construction oversight of a new processing facility, groundwater evaluations.

Remedial Operations and Maintenance | Union Pacific Railroad, Northern Idaho

Project Manager for two superfund sites associated with heavy metal impacts to soil and surface water due to the use of slag as ballast material. 80 miles of rail-line was converted to a multi-use pedestrian trail known as the Trail of the Coeur d'Alene. Current activities include routine inspections of the trail and associated repairs to the cap.

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Train Collision and Derailment | Confidential Rail Client, Tacoma, Washington
Project Manager for an emergency response to a train collision and subsequent release of 1,200 gallons of diesel fuel. Most of the impacted soil was removed from the site and then a treatment system was installed as a remedial action.

Train Derailment | Confidential Rail Client, Eastern Washington
Project Manager for an emergency response effort to a train derailment and release of multiple contaminants of concern. The derailment occurred in a remote area and involved removal of tank cars from a tunnel and ravine. The potentially impacted soil was excavated and remaining soil was treated to remove the contaminants of concern.

Time Critical Removal Actions | Confidential Mining Client, Northport, Washington
Associate Project Manager for the Time Critical Removal Actions at the Upper Columbia River Superfund site, focusing on the removal of high concentrations of lead and arsenic in residential soils. The scope included targeted removal and restoration of 28 units on 15 properties, covering an excavated area of 240,000 square feet. Staff were mobilized to the remote area of Northeast Washington and work began within 6 weeks of project award. 7,741 tons of soil were removed from the properties. A combination of XRF technology and laboratory confirmation sampling was conducted to confirm soil was removed to the action levels at each property. Properties were restored to property owner specifications and the project was completed on time and under budget.

Metals Study - Ecological Risk Assessment | Confidential Mining Client, Northport, Washington
APM for an extensive soil and sediment study. Developed, implemented and managed the field program and assisted in project management activities; including costing, budget tracking, project planning, developing and tracking schedules, health and safety preparation and tracking. 46 Arcadis field staff were mobilized to a remote area in northeast Washington with a month notice to implement the soil study. Over 6,000 samples were collected along the Upper Columbia River over two months. Sediment and soil media was collected and analyzed for metals and other constituents of concern. Planning, implementation and reporting involved oversight and coordination with the Environmental Protection Agency, Washington State Department of Ecology (Ecology), local Tribal Nations and the public.

Site Assessment | Georgia Pacific, Camas, Washington
Project Manager and technical lead for a multiple soil and groundwater investigations. These investigations were an emergency response to a few releases of black liquor products and diesel. Soil and groundwater were assessed to determine the extent of the impacts and in each investigation the area of impacts were determined, and the additional impacted soil was removed. Worked within ecology regulations to implement appropriate measures at the site.

Residential Soil Assessment/Remediation | United States Coast Guard, Seattle, Washington and Carquinez, California
Associate Project manager for a creosote vapor study of a berthing building on a wharf in 2015. A toxicology study and human health risk assessment were conducted as a result of the study. Associate Project Manager of a site assessment and implementation of a soil removal for a government housing property with lead impacts to soil. An XRF analyzer was used to support human health risk assessment and clean-up boundaries. Multiple phases soil removal and confirmation sampling occurred.

Remedial Investigation and Human Health Risk Assessment | Confidential Pulp and Paper Client, St. Helens, Oregon
Technical hydrogeologic and sediment evaluations for potential impacts to upland, lowland and in-water areas of a former paper mill facility. A feasibility study of impacted sediment material occurred.

Yellowstone River Sediment Investigation | Confidential Oil and Gas Client, Billings, Montana
Managed and designed a sampling effort for an emergency response to a petroleum product release to surface water. Sediment and soil data was collected to identify the extent of impacts along 500 miles of the Yellowstone River. Performed data analysis and evaluation and developed a complex data analysis report which identified focus areas for remedial implementation. Worked directly with the USEPA and the public to access lands impacted by the release.

Site Assessment | Confidential Oil and Gas Client, Valloy, Norway
Associate Project Manager for the evaluation of impacted sediment associated with the release of acid tar associated with the former manufacturing activities at the site. A sediment sampling investigation of the ocean floor was conducted and biological testing was performed within the fjord. Geotechnical design was performed which included the installation of a sea wall as

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unusual hazards were present at the site such as hydrogen sulfide gas, unexploded ordinances, working over water, sea diving, etc.

Remediation | Confidential Oil and Gas Client, Arizona, California, Nevada and Oregon
Management of many contaminated gas station and bulk plant sites. The scope included site investigations, remedial system installations, operations and maintenance and site closures.

RCRA, CERCLA, VCP and Portland Harbor Superfund | BNSF Railway Company, Oregon and Washington
Project Manager of three former rail yard sites and one former derailment site. Managed the development of site assessment plans for excavations, soil studies, and long-term groundwater monitoring plans. Aided in allocation activities and investigations for Portland Harbor environmental impact assessment. Field duties included soil sampling, groundwater monitoring, observation of monitoring well installation and abandonment. Contributed to future remediation site plans and aided in the development of site assessment workplans and JARPA permitting of wetland areas.

Assessment/Remediation | San Diego and Lake Elsinore, California
APM and technical lead for the evaluation of petroleum products in fractured bedrock and fault zones. Conducted extensive studies at the sites which include soil, bedrock, groundwater, soil vapor and indoor air evaluations and hydrogeologic testing and analyses in preparation for remedial design and implementation. Developed groundwater monitoring programs and remediation operations and maintenance programs. Worked directly with the California Regional Water Quality Control Board (CARWQCB) to develop aggressive assessment and clean-up plans and site-specific risk-based screening levels and standards to address abnormal conditions and move the sites toward closure.

Assessment/Remediation | Confidential Client, California
CPM for multiple sites with petroleum hydrocarbon contaminated media and hydrogeologic focused assessments. Oversees site assessment, remedial implantation in an effort to develop robust conceptual site models in an effort to drive projects to closure. Communicates regularly with the CARWQCB, local oversight programs and multiple stakeholders and is well versed in California risk-based standards and low threat closure criteria. APM for maintenance dredging site in San Francisco. Yearly dredging and sample analysis of large wharf in San Francisco Bay.

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TETRA TECH

Matt Soltis, CIH, CSP, FAIHA

Health and Safety Officer

EXPERIENCE SUMMARY

Mr. Soltis is an occupational safety, health and environmental professional with over 30 years of professional experience. Mr. Soltis has overseen Tetra Techs Wildfire Air Program since 2015. Most recently, he served as Project Certified Industrial Hygienist for the CalRecycle California Camp Fire recovery efforts. This support has included developing comprehensive air monitoring and sampling plans to assess air quality during debris removal operations for residential, commercial, and industrial properties.

Mr. Soltis is dual-certified in comprehensive practices of occupational safety and industrial hygiene (CSP and CIH) and he has achieved national recognition in his areas of expertise by the American Industrial Hygiene Association, having been elected as a Fellow (FAIHA) of that organization, an honor that is bestowed upon only the top 3% of CIHs worldwide. He has provided technical and management services to a wide diversity of clients both in the United States and overseas.

As the Vice President of Health and Safety, responsible for instituting proactive programs and procedures for effective risk management by integrating safety and health into all business aspects (from initial business pursuits through to project performance and review). He is also responsible for the development, implementation and management of programs and procedures designed to protect the safety and health of staff and resources, including such elements as employee training, medical surveillance, project-specific health and safety planning, accident intervention and prevention, incident case management, root cause analysis incident investigations, and others. As a measure of the effectiveness of these programs and procedures, the organization has achieved and maintained an excellent, long-term record of health and safety performance and regulatory compliance. This is evidenced by excellent metrics including injury and illness rates, Workers Compensation EMRs and associated claims costs, receipt of multiple National Safety Council awards, and other indicators.

Previously, Mr. Soltis served as the Company Health and Safety Program Manager for several large, multi-million contracts. In that capacity, responsibilities have included providing oversight and approval for the performance of efforts by Tetra Tech personnel, as well as those performed by team and lower-tier contractor organizations. Mr. Soltis also served in this Health and Safety Manager role for multiple large contracts for the Navy, the US Corps of Engineers, and the National Guard Bureau.

YEARS OF EXPERIENCE

30 years

EDUCATION

B.S., Industrial Safety Sciences, Indiana University of Pennsylvania, 1983

TRAINING/CERTIFICATIONS

- Certified Industrial Hygienist, Comprehensive Practice, American Board of Industrial Hygiene, Cert. No. 6484; 1994.
- Certified Safety Professional, Comprehensive Practice, Board Certified Safety Professionals, Cert. No. 9206; 1989.
- Accident Investigator, DOE, NASA, NRC; 1986.
- Accredited Lead Risk Assessor and Lead Inspector, Act 44 PA Code, October 2001 (Cert. Nos. PTA 01-33-7678 and PTA 01-32-7656).
- Accredited Lead Supervisor, PTA Inc.; 2005.
- Accredited Asbestos Inspector, Professional Service Industries, Cert. No. 7PSI15973; 1993.

AREA OF EXPERTISE

- Health and Safety Programs
- Industrial Hygiene
- Occupational Safety
- Safety Engineering

RELEVANT EXPERIENCE

Project CIH

CalRecycle – Multiple Sites in California

As the Project CIH, Mr. Soltis provided consultation services for debris removal solutions for properties destroyed by the Camp Fire Incident in Butte County, CA. This support included developing comprehensive air monitoring and sampling plans to assess air quality during debris removal operations for

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residential, commercial, and industrial properties. As part of that planning effort, he provided input and IH counsel to CalRecycle and multiple California State and County Agencies to establish acceptable air quality values and indices for substances including volatile organic substances, lead, mercury and other metals, asbestos, PCBs, particulates, and others. This support has also included evaluating thousands of air sampling and air monitoring results and the preparation of hundreds of letters presenting residents and owners with summary results of the air sampling and monitoring.

Certified Industrial Hygienist for Asbestos, Lead, Mold, and Indoor Air Quality

United States Postal Services – Nationwide US Locations

Mr. Soltis provided industrial hygiene consultation services including reviewing projects with environmental/safety aspects. This has included providing assistance to facility lessors performing abatement and/or abatement contractors employed by owners of leased facilities to perform abatement services, including communication of USPS abatement requirements and work plan design elements. This has also included reviewing abatement work plans, providing industrial hygiene consultation services to USPS management, and providing direction and approval to many abatement contractors. To date, support on this project has included reviewing over 150 abatement contractor work plans, reviewing asbestos sampling results from over 200 surveys, preparing technical specifications for abatement work, and advising the USPS on federal and state regulatory matters.

Project Manager (2019 - Present)

Mold, Lead-Based Paint Assessments at Residential Properties on US Military Installations; Balfour Beatty Investments, LLC

Assigned and managed staff to this large commercial entity that manages and operates residential properties at over 40,000 properties at USDoD military installations in the US. This work has included on-site Project Management for mold inspection and remediation activities at nearly 100 residents within the West Point Military Academy in New York, mold inspections at dozens of properties at Whiteman Air Force Base in Missouri, and for lead based paint assessments at Ft. Bliss in Texas.

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TETRA TECH

Brian Rutherford

Planning Section Chief

20+ YEARS OF EXPERIENCE

Areas of Expertise

Emergency Planning, Response and Recovery
Continuity of Operations Planning
Debris Management
Hazard Mitigation
Regional Coordination
Training and Exercises
Public Health Preparedness
Infectious Disease Planning
Meeting Facilitation
Public Information

Key Training/Certifications

Professional Continuity Practitioner
FEMA Public Assistance Program and Eligibility
FEMA Emergency Management Institute: Personal Development Series
Homeland Security Exercise Evaluation Program
National Incident Management System 700
Incident Command System 100, 200, 300, 400
National Response Plan 800
Debris Management
Fatalities Management
40 Hour HAZWOPER and refresher
Public Information
Hazard Mitigation

Education

Bachelor of Business Administration, University of Houston-Downtown, 2002

EXPERIENCE SUMMARY

Mr. Brian Rutherford has over 20 years of emergency management experience. His areas of expertise include disaster debris management, continuity of operations, emergency planning, mitigation, and recovery.

Mr. Rutherford has been involved in a wide range of emergency management planning and response projects. Some of these include: disaster debris management planning and response, public health emergency plan development, continuity of operations planning, infectious disease planning, plan assessments, public information plan development, hazard mitigation planning, hurricane planning and response, wildfire response, flooding response, training design and meeting facilitation. Mr. Rutherford is also experienced in the design and evaluation of exercises following Homeland Security Exercise and Evaluation Program principles.

Prior to joining our team, Mr. Rutherford served as a public health planner for the Galveston County Health District in Texas. His responsibilities included coordinating public health preparedness activities, overseeing the county's Strategic National Stockpile program, developing emergency plans, coordinating exercises, conducting training, and organizing conferences. While there, he also helped coordinate the public health response to several emergencies, including Hurricane Rita, Hurricane Humberto, and the BP explosion in Texas City.

Mr. Rutherford also held a position as an information specialist for the Texas Department of State Health Services, where he was responsible for coordinating responses to media inquiries, public health preparedness planning, and response to public health emergencies.

RELEVANT EXPERIENCE

Project Manager (February 2022 – April 2022)

Sarasota County, Florida | Disaster Debris Management Training

Mr. Rutherford was the project manager and trainer in a project to train Sarasota County staff in planning, operations, public information, and continuity of operations in response to a debris generating disaster.

Project Manager (August 2020 – Present)

Marin County, California | Disaster Debris Management Planning

Mr. Rutherford is managing a project to develop disaster debris management plans for Marin County, California, develop a disaster debris plan template for other counties in the region, conduct training and exercises.

Project Manager (July 2020 – Present)

Burleson, Texas | Disaster Debris Management Planning

Mr. Rutherford is managing a project to develop a disaster debris management plan and provide analysis of debris management sites for Burleson, Texas.

Project Manager (March 2020 – Present)

Brazoria County, Texas | Disaster Debris Management Planning

Mr. Rutherford is managing a project to update the disaster debris management plan and provide analysis of debris management sites for Brazoria County.

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Project Manager (February 2020 – Present)
City of Culver City, California | Disaster Debris Management Planning
Mr. Rutherford is managing a project to develop disaster debris management plans for the City of Culver City, California

Project Manager (February 2020 – September 2020)
Walton County, Florida | Hazard Mitigation Plan Update Planning
Mr. Rutherford managed a project to update the hazard mitigation plan for Walton County, Florida.

Planner (November 2019 – August 2020)
San Mateo County, California | Disaster Debris Management Planning
Mr. Rutherford was the lead planner in a project to develop a disaster debris management plan for San Mateo County, California.

Consultant (October 2019)
Harris County, Texas | Disaster Recovery Housing Program
Mr. Rutherford assisted in a project to assess the Community Development Block Grant – Disaster Recovery (CDBG-DR) housing program for Harris County, Texas in response to Hurricane Harvey.

Project Manager (March 2018 – Ongoing)
City of Bellevue, Washington | Disaster Debris Management Planning
Mr. Rutherford is coordinating with Perteet, Inc. to develop disaster debris management plans and evaluate debris management sites to speed recovery from a debris generating incident for the City of Bellevue, Washington.

Planner (April 2018 – November 2018)
City of Miami, Florida | Disaster Debris Management Planning
Mr. Rutherford assisted in a project to update the disaster debris management plan for the city of Miami, Florida. In addition to updating the plan, Mr. Rutherford was also involved in developing a scope of work for debris removal contractors that will be procured to by the city following a disaster.

Planner and Facilitator (September 2019 – February 2020)
Southeast Pennsylvania Regional Task Force | Tabletop Exercise
Mr. Rutherford coordinated with Bucks County, Chester County, Delaware County, Montgomery County, and the City of Philadelphia, to develop and conduct a debris management tabletop exercise.

Trainer and Exercise Facilitator (September 2019 – December 2019)
Metro Boston Homeland Security Region | Training and Tabletop Exercise
Mr. Rutherford coordinated with the cities of Boston, Brookline, Chelsea, Cambridge, Everett, Quincy, Revere, Somerville, and Winthrop, to develop and facilitate training and conduct exercises in disaster debris management.

Planner (August 2019 – Ongoing)
City of Sugar Land, Texas | Hazard Mitigation Plan Update Planning
Mr. Rutherford assisted in a project to update the hazard mitigation plan for the City of Sugar Land, Texas.

Project Manager (April 2019 – October 2019)
Debris Management Webinars and Workshop
Mr. Rutherford managed a project to develop two webinars and a workshop for the Houston – Galveston Area Council jurisdictions. The webinars and workshop provide guidance in response to wildfires, tornadoes and terrorism incidents. They also provided updates in Federal guidance, laws, and best practices in debris management. In addition, Mr. Rutherford prepared a report highlighting disaster debris and its effect on the lifespan of area landfills.

Project Manager (November 2018 – March 2019)
City of Livermore, California | Disaster Debris Management Planning
Mr. Rutherford managed a project to develop disaster debris management plans for the City of Livermore, California.

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TETRA TECH

Ricardo Bosques

Data Packet Manager

6+ YEARS OF EXPERIENCE

9 DISASTERS

8.2M+ CBYS DEBRIS REMOVED

Areas of Expertise

Disaster Debris Management

Data Collection, Utilization, and Validation

Data Management

Report designs

Reimbursement Policies and Procedures

Public Relations

Invoice Reconciliation

Disasters

5278 California Camp Fire
5259 California Carr Fire
5192 California Detwiler Fire
4332 Hurricane Harvey
4286 Hurricane Matthew
4272 Severe Storms and Flooding
4269 Severe Storms and Flooding
4240 CA Wildfires
4245 Texas Severe Storms

Education

University of Texas at San Antonio,
Bachelor of Science
Biology with a concentration in Microbiology/Immunology
San Antonio, TX, May 2013

EXPERIENCE SUMMARY

Mr. Bosques is a regional data manager and ADMS technology specialist for Tetra Tech, Inc., where his understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects. As a regional manager Mr. Bosques is responsible for the implementation of Tetra Tech's *RecoveryTrac*™ ADMS technology as well as oversight and management of field data managers and invoice analysts.. Mr. Bosques and Tetra Tech have focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

Mr. Bosques also has an in-depth understanding of our *RecoveryTrac*™ Automated Debris Management System (ADMS). As such, he can support the implementation of ADMS in the field as well as establish quality assurance and project reporting

RELEVANT EXPERIENCE

Senior Data Manager (January 2022 - Present)

Various Locations | Kentucky Severe Winter Storm

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Virginia Department of Transportation:** Culpeper District, Fredericksburg District, Richmond District

Senior Data Manager (December 2021 - Present)

City of Houston, Texas | Lake Houston Silt Removal

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

Senior Data Manager (December 2021 - Present)

Various Locations | Kentucky Severe Storms & Tornadoes (DR-4630)

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Kentucky:** Bowling Green, Warren County

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Senior Data Manager (August 2021 - Present)

Various Locations | Hurricane Ida

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Louisiana:** Audubon Nature Institute, Central, Covington, Iberville Parish, St. John the Baptist Parish, St. Helena Parish, St. James Parish, Tangipahoa Parish, Gramercy, Lutcher

Senior Data Manager (November 2020 – June 2021)

Various Locations | Hurricane Zeta

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Alabama:** Dallas County, Marengo County, Wilcox County
- **Mississippi:** Diamondhead, Gulfport, Hancock County

Senior Data Manager (September 2020 – October 2021)

Various Locations | Hurricane Laura

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Louisiana**: Lake Charles, Calcasieu Parish Acadia Parish, Rapides Parish, Jefferson Davis Parish, Dequincy, Crowley, Sulphur, Vinton, Westlake, Iowa
- **Texas:** Orange County

Invoice Reconciliation Manager (January 2019-December 2019)

CalRecycle | Camp Fire

Mr. Bosques served as the invoice reconciliation manager for the prime debris contractor Ceres Environmental, Inc. following the Camp Fire incident.

- Provided oversight, quality control, and guidance during the invoice reconciliation process for over 6.6 million cubic yards of debris removed across 2,800 parcels.

Regional ADMS / Data Manager (August 2017- Present)

City of Houston, Texas | Hurricane Harvey

While Hurricane Harvey made landfill near Rockport, TX, the slow moving tropical system brought bands of heavy rain. An average of 40 inches of total rainfall, the equivalent of 1.2 trillion gallons of water, dropped onto Harris County and the City of Houston. As a result, the City experienced widespread flooding and activated program management and monitoring services from Tetra Tech.

- Mr. Bosques, a local resident of the City, was designated as the lead data manager and has overseen the documentation of over 1.4 million cubic yard of debris removed.
- He oversaw the reconciliation with the multiple prime contractors the City tasked with debris removal following Hurricane Harvey.

Data Manager (October 2016 – May 2017)

Town of Hilton Head, South Carolina | Hurricane Matthew Debris Program Management

Mr. Bosques was deployed to the Town of Hilton Head, South Carolina after Hurricane Matthew affected the area causing flooding and extensive damage. Mr. Bosques has been overseeing data management efforts and validating the documentation being reported for 2.1 million cubic yards of debris and over 40,000 hazardous trees.

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Data Manager (August 2016 – October 2016)

CalRecycle | Erskine Fire Remediation and Disaster Recovery Services

Following catastrophic fires that impacted California in August 2016, Tetra Tech was contracted through CalRecycle to provide project management and oversight of the Erskine wildfire recovery efforts. Mr. Bosques served as the data manager for the environmental and debris project involving over 200 parcels.

PPDR Data Manager (January 2016-August 2016)

Calaveras County, California | Catastrophic Fires

The catastrophic fires that impacted Calaveras County left severe destruction and damage. As part of the selected contractor's team, Tetra Tech provided data management and administrative functions to support debris removal efforts of fire related debris and hazards from private property in the impacted areas.

- Mr. Bosques was deployed as the PPDR data manager for over 300 parcels.

Data Manager (October 2015 – January 2016)

San Marcos, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Bosques was deployed to the City of San Marcos, Texas following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City. As data manager,

- Mr. Bosques managed a variety of projects related to Post-Event recovery and monitoring services, and also interacted with clients, consultants, staff members and strategic partners to accurately document and efficiently recover disaster debris.
- Produced reports, documents, graphs and other management tools for tracking project process, and provided ongoing communication and project management tasks for both client and company use, utilizing a variety of technology to ensure both client satisfaction and project success.
- Responsible for monitoring site safety and maintaining safety awareness to ensure safe working environment.

Data Manager (October 2015 – March 2016)

Hays County, Texas | Memorial Day Flooding Disaster Debris Management

- Provided quality assurance and quality control (QA/QC) of debris monitoring documentation.
- Prepared daily status reports to provide the County with visibility into debris removal operations, and worked with the County and FEMA to meet supporting documentation requests needed for the development of PWs.

Assistant Data Manager (June 2015 – August 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Bosques served as Assistant Data Manager for the City of Houston, Texas following severe storms and flooding that resulted in 300,000 cubic yard of disaster debris in the City.

- Worked alongside the data manager of the FEMA funded destruction relief program for the City of Houston and was also in charge of zone clearances as well as the daily input of collection logs and data documentation.

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TETRA TECH

Kim Bowyer

Operations Section Chief

15 YEARS OF EXPERIENCE

24 DISASTERS

Areas of Expertise
FEMA Compliance Monitoring
Disaster Debris Management
Field Monitoring
Project Staffing
Truck Certification
Multiagency Coordination
FEMA Reimbursement

Disasters
Hurricane Ida
Surfside Condo Collapse
VA Winter Strom
Hurricane Delta
Hurricane Hanna
Hurricane Laura
5278 Camp Fire
4400 GA Hurricane Michael
4337 FL Hurricane Irma
4240 Valley & Butte Fire
4245 Severe Storms Texas
4166 SC Winter Storm
4165 GA Winter Storm
4145 Colorado Floods
4087 Hurricane Sandy
4084 Hurricane Isaac
4024 Hurricane Irene
4106 CT Winter Storm
1791 Hurricane Ike
1786 Hurricane Gustav
1780 Hurricane Dolly
1676 MO Winter Storms
1606 Hurricane Rita
1602 Hurricane Katrina

Key Training/Certifications
NIMS Certified
40- Hour HAZWOPER
Supervisor Certification – HAZWOPER
IS-235.b Emergency Planning

Education
Thomas Edison State College,
Bachelor of Science, Marketing, 2005

EXPERIENCE SUMMARY

Mr. Kim Bowyer is an industry expert in large-scale mobilizations, project staffing, and debris monitoring operations and has extensive experience in disaster debris project management support under the FEMA PA program. He has provided regional project management support, and overseen state-level projects, involving multiple municipalities. Mr. Bowyer recently served as project manager for the Virginia Department of Transportation following the worst ice storm in Virginia in the past 20 years. He has also overseen projects for the Connecticut Department of Transportation following Hurricane Sandy and Winter Storm Alfred. In 2020, Mr. Bowyer was recognized by our corporate office as Tetra Tech's Project Manager of the Month due to his excellent customer service and ability to provide efficient and cost-effective programs for our clients.

Mr. Bowyer is also experienced in all aspects of disaster planning and recovery, including mobilizing response teams, permitting debris management site locations, public information, call center operations, private property right-of-entry administration, waterway cleanup, ADMS implementation, and residential/commercial demolition.

RELEVANT EXPERIENCE

Regional Manager (August 2021 – Present)
State of Louisiana | Hurricane Ida

Mr. Bowyer is currently serving as a regional manager as part of Tetra Tech's engagement with clients across Louisiana including St. James, St. Johns, and Iberville Parishes, in response to Hurricane Ida. Mr. Bowyer has been intimately involved in client planning meetings, staff training, disposal operations and ensuring Tetra Tech's health and safely plans are executed.

Project Manager (July 2021 -August 2021)
City of Miami, Florida | Surfside Building Collapse

Following the devastating 2021 Surfside Building collapse, Tetra Tech was on the ground in Miami-Dade County to provide debris monitoring and evidentiary chain of custody tracking. The building collapse required calculated operations to remove debris as building investigation and search for missing persons was still underway. In total, Tetra Tech monitored the removal of 10,264 tons of debris from the site.

Mr. Bowyer was responsible for the following:

- Documented removal of evidentiary debris a transport to staging area for evidentiary review
- Oversaw removal of Demolition debris
- Oversaw and documented final processing of all debris

Project Manager (Feb 2021 – June 2021)
Virginia Department of Transportation – Richmond District | Winter Storm

Mr. Bowyer managed debris removal monitoring for a 14 County region in Central Virginia following the worst ice storm to impact Virginia in the past 20 years. It was

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anticipated that over 200 local monitors would be hired and trained during peak operations, and would include an estimated 80,000 leaners and hangers.

Regional Manager (August 2020 – February 2021)

SW Louisiana | Hurricanes Laura & Delta

Mr. Bowyer was responsible for project oversight of 6 congruent recovery operations, including 200+ local debris monitors. He oversaw overall operations, recruiting of local staff, and was responsible for weekly progress reporting to the State of Louisiana.

Project Manager (July 2020 – August 2020)

Cities of Edinburgh and Pharr, TX | Hurricane Hanna

Tetra Tech provided an immediate response to the Cities of Edinburgh and Pharr, Texas. Mr. Bowyer served as project manager where he was responsible for staff training and scheduling, operational coordination between contracted debris haulers and City stakeholders. Over the course of the project, Mr. Bowyer oversaw day-to-day operations of 2 congruent projects with 40+ staff.

Project Manager (April 2020 – Current)

Harris County, TX | Homeless Medical Isolation

Mr. Bowyer oversaw intake of patients and documented length of stay, and provided daily and weekly occupancy and staffing reports to the Harris County Community Development Services. He ensured proper distribution of essentials (meals, water, etc.), and coordinated arrivals and departures of residents with Harris County Sheriff's office.

Quality Control Officer (January 2019 – Present)

CalRecycle, CA | Camp Fire

Mr. Bowyer serves as Quality Control Officer on the CalRecycle Camp Fire project. His responsibilities include oversight, quality control, and planning in relation to the environmental sampling and debris removal from nearly 17,000 structures.

Regional Project Manager (October 2018-December 2018)

State of Georgia | United States Army Corps of Engineers (USACE) | Hurricane Michael

Mr. Bowyer served a regional project manager for the USACE mission to remove debris that was a result of Hurricane Michael in the State of Georgia. He oversaw debris removal documentation requirements for the southern region counties that were part of the USACE mission.

Regional Lead (August 2017 – September 2017)

Various Clients in Texas | Hurricane Harvey

Following Hurricane Harvey and the record rainfall in Texas, Mr. Bowyer headed up debris removal operations in the City of Victoria and Victoria County. He was also tasked with the oversight of several other projects in the Houston area.

Project Manager (Periods of work since 2015)

Calaveras County, CA | Butte Fire

Following catastrophic fires that impacted Calaveras County in September 2015, many dead or dying trees that were a threat to fall and threaten citizens along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Bowyer was tasked with project management of 12,000 ROW and private property trees that were located on 86 miles or County ROW and 500 private properties.

Project Manager (November 2015 – August 2017)

Lake County, CA | Catastrophic Fires | Disaster Debris Program Management

Following catastrophic fires that impacted Lake County in September 2015, many dead or dying trees that were a threat to fall and threaten citizens along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Bowyer was tasked with project management of 20,000 ROW and private property trees that were located on 130 miles or County ROW and 2500 private properties.

Project Manager (May 2015 – September 2015)

Hays County, TX | Flood Debris Removal Project Management

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Mr. Bowyer served as project manager for Hays County's debris removal project on County public ROW following the May 2015 flooding along the Blanco River. To date, our team has removed close to 45,000 yards of debris. Mr. Bowyer is also assisting in managing the identification of eligible debris for reimbursement and administrating the project management for the County's private property debris removal project.

Project Manager (March 2014 – April 2015)

Boulder County, Colorado | Flood Debris Removal Project Management

Our team removed close to 10,000 tons of debris. Mr. Bowyer assisted in managing the identification of eligible debris for reimbursement and administrating the project management for the County's demolition project.

Regional Project Manager (February 2014 – March 2014)

City of Augusta, Georgia; City of Sumter, South Carolina; Counties of Colleton, Dorchester, Sumter County, South Carolina | Winter Storm Pax Debris Removal Project Management

Mr. Bowyer was a critical component of our response to Winter Storm Pax in South Carolina and Georgia. Mr. Bowyer was tasked with leading our team of recruiters to staff projects that spanned nearly 4,000 square miles of South Carolina and Georgia. Mr. Bowyer's team identified, hired, and trained over 150 monitors within the first few days of operations. Mr. Bowyer also oversaw debris site openings, project initiation, and data management.

Regional Operations Manager (February 2013 – January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Project Management

Following Hurricane Sandy, Mr. Bowyer served as regional operations manager for the New Jersey Department of Environmental Protection, which included the removal of debris, vessels, and silt along two-thirds of New Jersey's coastline.

Deputy Project Manager (October 2012 – December 2012)

State of Connecticut | Hurricane Sandy Disaster Debris Project Management

Following Hurricane Sandy, Mr. Bowyer managed the debris removal project for the State of Connecticut Department of Transportation, Connecticut Department of Energy and Environmental Protection, and eight separate municipalities. Mr. Bowyer trained monitors for duties as tower monitors and ROW vegetative and construction and demolition debris collection monitors, organized the staffing of monitor positions, and tracked the progress of the debris collection.

Project Manager (August 2012 – November 2012)

Jefferson Parish, LA | Hurricane Isaac Disaster Debris Project Management

He managed the debris removal, leaners and hangers, and parks projects. He met with city officials regularly to report progress and plan operations. He worked with city officials, contractor management, and disposal site operators to plan disposal site operations, traffic flow through the site, and debris staging strategies.

Deputy Project Manager (October 2011 – April 2012)

Connecticut Department of Transportation | Winter Storm Alfred Disaster Management Support Services

Following Winter Storm Alfred, Mr. Bowyer managed debris and hazardous tree removal operations involving 160 monitors and field staff. His territory totaled 1,800 miles of state routes and several interstate highways. Mr. Bowyer also maintained separate records for FEMA and Federal Highway Administration-Emergency Relief (FHWA-ER) routes to facilitate reimbursement for the State of Connecticut.

Project Manager (August 2011 – December 2011)

Henrico County, VA | Hurricane Irene Disaster Debris Project Management

Following Hurricane Irene, Mr. Bowyer oversaw the removal of debris and hazardous trees from County-maintained roads. He also expanded the debris management project to include the removal of hazardous trees and branches from County parks.

Operations Manager (July 2008 – November 2008)

Hidalgo County, TX | Hurricane Dolly Disaster Debris Project Management

Mr. Bowyer served as operations manager following Hurricane Dolly for Hidalgo County, where he managed the debris removal and time and materials operations. Mr. Bowyer properly allocated personnel to match the demands of the contractor, while maintaining the proper staffing levels. He was responsible for truck certifications and properly staffing personnel at all debris

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management site towers. Mr. Bowyer also served as project manager for the City of Alamo, Texas, which is located in Hidalgo County.

Operations Manager (March 2010 – May 2010)

Comanche Nation, OK | Winter Storm Disaster Debris Project Management

Mr. Bowyer trained Comanche Nation tribal members on debris removal, leaners and hangers, and tower and truck certification. Mr. Bowyer assisted with identifying and assessing the properties owned by the Comanche Nation.

Operations Manager (November 2009 – December 2009)

Arkansas Game and Fish Commission | Ice Storm Disaster Debris Project Management

Following the ice storms in 2009, Mr. Bowyer was responsible for training monitors and certifying over 40 crew members for a fast-paced urgent hazardous tree removal in two wildlife management areas. He also assisted in FEMA validations for proper reimbursement.

Project Manager (September 2008 – August 2009)

Iberville Parish, LA | Hurricane Gustav Disaster Debris Project Management

Following Hurricane Gustav, Mr. Bowyer managed ROW debris removal and the removal of hazardous branches and leaning trees on Parish ROWs. He also managed the Parish-wide private property debris removal project and the removal of storm-generated debris from several Parish waterways and bayous.

Project Manager (July 2009)

City of Lynn, AR | Shirey Bay Wildlife Management

Mr. Bowyer served as the project manager for the leaner and hanger removal from ROW and boat lanes after the severe ice storm of 2009. He was responsible for the quick onboarding and training of monitors to ensure staffing levels matched the contractor levels.

Operations Manager (December 2007 – May 2008)

City of Norman, Oklahoma | Winter Storm Disaster Debris Project Management

Following severe winter storms in 2007, Mr. Bowyer supervised and provided quality assurance for monitors involved in ROW debris removal and the removal of hazardous branches and leaning trees. He also scheduled and reported on the progress made in 15 city parks within the City of Norman.

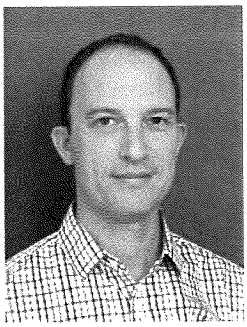
Operations Manager (January – July 2007)

Greene County, Missouri | Winter Storm Disaster Debris Project Management

Following severe ice storms in the Midwest in 2007, Mr. Bowyer supervised and provided quality assurance checks for up to 60 monitors doing debris and tree removal.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Brian Ross
Finance Section Chief



Years of experience

- Over 18 years of experience.

Education, Licenses & Certifications

- MBA, Hass School of Business, UC Berkeley
- MSE Civil Engineering Stanford University
- BS Construction Management, CalPoly, San Luis Obispo
- FINRA Series 65 (Investment Advisor)
- MSRB Series 50 (Municipal Financial Advisor)
- Class A Contractors License
- LEED AP certified

Key Skills

P3 and alternative finance

- Financial Modeling
- Business Case development
- Value for Money analysis

Capital Program financial management and planning

- Financial strategy
- Grant funding/Benefit Cost Analysis
- Budgeting and cash flow management
- Bond financing
- Financial reporting

Construction Management and project delivery

- Estimating
- Scheduling
- Contract Management

Honors and Awards

- 2019 Engineering News Record Top 20 Under 40
- Bronze Star

Summary of Background and Qualifications

Brian has over 18 years of experience in the development of public transportation/transit infrastructure projects. His wealth of experience in construction engineering management, combined with his expertise in project funding and financing, provides a rare combination of skills that is valuable in all stages of the infrastructure project lifecycle.

Relevant Project Experience

- Los Angeles County Metropolitan Transportation Authority (Metro): Brian, working as a sub-consultant to EY, participated in the market sounding for the Sepulveda Pass Transit Corridor PDA and is an integral part of the team developing the P3 PDA procurement documents.
- Riverside County Transportation Commission (RCTC): Brian developed the financial analysis and investment packaging strategy for the Commission's Long-Range Transportation Plan (LRTP).
- Los Angeles County Metropolitan Transportation Authority (Metro): Brian led the financial modelling effort in developing an independent financial strategy for LA Metro's Sepulveda Transit Corridor as well as producing reports on topics such as Pre-Development Agreements (PDA), EB-5, RRIF lending, PAB's, and Design-Build-Finance P3s.
- California High Speed Rail Authority: Working as a sub-consultant to KPMG, Brian is part of the team performing budgeting, commercial strategy, financial reporting and financial strategy for the Authority CFO. Brian has also participated in developing financing strategies involving TIFIA, RRIF, and Cap-and-Trade securitization.
- Caltrans: As a sub-consultant to Sperry Capital, Brian supports financial advisory services including debt structuring, federal loan applications (TIFIA), P3 structuring, financial modeling, Value for Money (VfM) analysis, and procurement strategy advisory services to Caltrans.
- BUILD Grant Application (2018), City of Freemont: The City of Fremont submitted a grant application for their signal modernization project in response to the 2018 Notice of Funding Opportunity. As part of the Mott MacDonald team, Brian Ross preformed the Cost Benefit Analysis (CBA) required for grant application.
- INFRA Grant Application, Santa Clara Valley Transportation Authority (VTA) (2017): The VTA submitted a grant application for their SR85 Express Lanes project. As part of the Mott MacDonald team, Brian Ross preformed the CBA required for grant application.
- TIGER grant application CBA for the I-680 NB Express Lanes, Alameda County Transportation Commission (ACTC) (2016): The ACTC submitted a grant application for their I-680 NB Express Lanes project. As part of the Mott MacDonald team, Brian Ross preformed the CBA required for grant application.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

- 2011 Army Engineer Platoon Leader of the Year

- Silicon Valley BART Extension, Milpitas CA: As a Project Manager for Skanska on the $880 million Design/Build extension of the BART system, Brian managed various subcontracts, worked on large material/equipment procurements, design coordination, environmental compliance, project scheduling, cost estimating, and public outreach.

Professional and Military Experience

- Ross Infrastructure Development LLC. (Mar. 2017 – Present) Owner: As an SBE/DVBE certified firm, Ross Infrastructure Development provides consulting services related to public agencies on infrastructure project funding, finance, and delivery.
- InfraShares Inc. (Mar 2017 – Present) CEO/Co-Founder: Infrashares was formed after Brian collaborated with the Executive Director at USDOT Build America Bureau on a research paper for the Transportation Research Board (TRB) exploring the potential application of investment crowdfunding in the financing of P3s. InfraShares leverages proven technology and deep industry expertise to provide a platform for projects to raise capital from a broad base of investors who support infrastructure development.
- Mott MacDonald Inc. (Mar. 2016 – Mar. 2017) Project Director, San Francisco CA: As a Project Director for the Infrastructure Finance Advisory (IFA) practice Brian provided alternative funding and finance advisory services to public and private clients.
- Sperry Capital Inc. (Aug. 2014 – March 2016) Principal Consultant, Sausalito CA: As a principal consultant for Sperry, Brian supported financial advisory services to various clients on projects relating to infrastructure finance and P3s.
- Table Rock Capital (Oct. 2012 – Jul. 2014) General Manager, San Francisco, CA: Brian acted as Asset Manager for the private equity developer of a 30-year concession to privately operate the water & wastewater systems for the city of Rialto, CA.
- United States Army (Dec. 2010 – Dec. 2011) 2nd Platoon Leader 649th Engineers, Afghanistan: As Platoon Leader for a Horizontal Engineering unit deployed to Afghanistan in support of OEF, Brian personally led over 30 engineering missions including route improvement, bridge construction, route clearance and FOB/COP construction. Brian was awarded the Bronze Star in addition to being named the Army National Guard Engineer Platoon Leader of the Year in 2011.
- Skanska USA (Aug 2008 – Sept. 2012) Project Manager, Various Projects: Brian managed various subcontracts, worked on large material/equipment procurements, design coordination, environmental compliance, quantity take-offs, project scheduling, cost estimating, and public outreach.
- Townsend Management Inc. (Aug. 2005 – Dec. 2006) Project Manager: Brian served as Project Manager for Townsend Management Inc. (TMI) acting as Prologis' construction manager on construction of infrastructure including bridges, light-rail, roadwork, utilities, pump stations, and parks in support of the SF Mission Bay redevelopment.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

TETRA TECH

Amy Fan

Deputy Finance/Administrative Chief

EXPERIENCE SUMMARY

Ms. Amy Fan is a Certified Public Accountant with nearly 8 years of auditing and accounting experience. Her educational foundation in economics and accounting allow her to apply industry best practices to each project, including GAAP and Sarbanes-Oxley.

RELEVANT EXPERIENCE

Deputy Finance Chief, Contractor

Tetra Tech Inc., Maitland, FL | August 2020 – Present | Camp Tree Removal Project

- Reviewed contractor invoices to ensure accuracy and completeness of labor, equipment, laboratories, and other billable cost.
- Performed various integrity control on project personnel and invoice elements.

Audit Manager

Tetra Tech Inc., Maitland, FL | May 2019 – March 2020 | Camp Fire 2018

- Reviewed invoices to ensure accuracy and completeness of labor, equipment, laboratories, and other billable cost.
- Developed Policies & Procedures on various invoicing processes.

Senior Auditor (July 2016 to Present)

Express Scripts, Inc.| Franklin Lakes, NJ

- Lead risk-based financial, operational, and cross-functional IT audit engagements. Supervise staff auditors through planning, execution, and reporting stages. Monitor the progress of the audit engagement and identified necessary changes to the audit plan as the engagement progresses. Ensure that audits are completed in a well-documented and timely manner.

Corporate Auditor (March 2015 to July 2016)

Realogy Holding INC - Madison, NJ

- Led risk-based audit engagements, including reviewing, and assessing financial, operational, and compliance controls.
- Participated in developing the department's Policies & Procedures and developing the department's continuous Quality Assurance and Improvement Program.

Senior Internal Auditor (December 2012 to February 2015)

Holman Automotive Group INC - Maple Shade, NJ

- Performed risk-based financial audits and internal control testing.

Staff Accountant (August 2012 to November 2012)

HUA GAO CPA LLC - Edison, NJ

- Assisted in audits of major clients' financial statements.

YEARS OF EXPERIENCE

8 years

AREA OF EXPERTISE

- Accounting
- Internal Auditing
- Sarbanes-Oxley
- Generally Accepted Accounting Principles (GAAP)

TRAINING/CERTIFICATIONS

- Certified Public Accountant
- Certified Internal Auditor

EDUCATION

Master in Accountancy, Rutgers Business School, 2012

Bachelor of Science in Accounting with a Minor in Economics, Rutgers University, 2011

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

TETRA TECH

Billy Bol

Environmental Unit Manager/Senior Environmental Specialist

22 YEARS OF EXPERIENCE

Areas of Expertise
Multimedia sampling

Project Management

Key Training/Certifications
OSHA 30-hr construction, 2011

CPR-First Aid, 2016

Supervisor Training, 2006

Education
South Dakota State University, Bachelor of Science in Wildlife & Fisheries, 1999

EXPERIENCE SUMMARY

Mr. Bol is a project manager and field lead with 20 years of experience supporting federal, state and private clients, including the U.S. Environmental Protection Agency (EPA), Navy, state, local, and private clients. His duties include planning and implementing field work and managing site teams to support site investigation and remediation. This includes a full range of sampling activities for groundwater, soil, sediment, surface water and air. He also supports a range of spill response needs for private clients in the Colorado area, working with subcontractors, Tetra Tech technical and regulatory specialists, and clients/insured parties. He also supports studies of the ecology of various site-specific habitats in support of Superfund and RCRA ecological risk assessments (screening level, baseline, and combustion), and characterizes the natural resources at facilities regulated under the National Environmental Policy Act.

RELEVANT EXPERIENCE

Environmental Group Manager (2021 – Present)

CalRecycle | Caldor Fire, California

Mr. Bol is the Environmental Group Manager for the Dixie Fire under the cointract with CalRecycle. Mr. Bol's respomnsibilities include managing all group leads (Site Assessment, Asbestis Assessment, Archeological Assessment, Biological Assessment, Air Monitoring and Soil Sampling). Mr. Bol has daily meeting and calls with the client, CalRecycle, as well as with the California Governor's Office of Emergency Service (CalOES) and other Contractors. Mr. Bol is responsible that the Environmental Groups get and follow directives from the client and operate efficiently and safely. Mr. Bol provides summaries of daily activities and problems encountered with mitigation recommendations on evening operations calls. Mr. Bol is responsible for his staff to follow Health & Safety (H&S) protocol, defined goals and objectives, and other directives given by the client. Mr. Bol is responsible that information and directives are given to the staff and the client in a timely manner to ensure project objectives are met. Mr. Bol will field calls from the client and proactively answer the questions and complete other tasks, as requested by the client.

Responder 1 (July 2020– Present)

U.S. Environmental Protection Agency (EPA), Region 8 | START Contract

Mr. Bol is part of the EPA START contract in Region 8. Mr. Bol serves as an R1 responder. Mr. Bol is on-call every other week to respond as needed. Mr. Bol participated in the DHS Biowatch program exercise to sample for CBRN.

Project Manager/Field Team Leader (January 2021 – Present)

EPA, Region 8 | Andreas Petroleum Spill, Yellowstone National Park, Wyoming

Mr. Bol is the Project Manager for the Andreas Petroleum Spill site in Yellowstone National Park, Wyoming. Mr. Bol is responsible for project tmanagement task such as cost tracking and scheduling of deliverables. Mr. Bol was also the Team Leader for the first groundwater sampling and sub-surface geophysical survey event.

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Field Lead

Federated Insurance Company (Federated), Colorado, Various Locations

Mr. Bol support emergency response field work for Federated, a company that insures gasoline and diesel fuel tanker trucks. He provides "rapid response" support in the field to tanker truck accidents throughout the Front Range area. Recent Colorado projects supported for Federated have included: (1) Boulder, Colorado —about 4,000 gallons of diesel was spilled during an accident. More than 2,400 cubic yards (cy) of petroleum-contaminated soil was excavated, profiled, and disposed. The project was in Boulder Canyon, creating a challenging work environment as a result of traffic and the adjacent Boulder Creek; (2) Parker, Colorado — a surface spill occurred during a routine delivery of fuel. A site inspection determined that overfill protection at the facility was not present; (3) Loveland Pass, Colorado —about 2,300 gallons of diesel was spilled during an accident. More than 4,100 cy of petroleum-contaminated soil was excavated, profiled, and disposed. The project occurred on a high elevation mountain road, making traffic control and site security a high priority; (4) Thornton, Colorado — about1,000 gallons of gasoline was spilled during an accident. More than 6,000 cy of petroleum-contaminated soil was excavated, profiled, and disposed. Work was completed along the City of Thornton right-of-way; therefore, close coordination was required with the city regarding traffic control and site security. The spill also affected two private property owners, which also required close coordination. The site received concurrence for no further action from CDHPHE; and (5) Monument, Colorado — approximately 1,000 gallons of gasoline and diesel fuel were spilled during an accident. More than 900 cy of petroleum-contaminated soil along an environmentally sensitive area was excavated, profiled, and disposed of. Work was completed along Interstate 25; therefore, close coordination with CDOT regarding traffic control and site security was required. The site received concurrence for no further action from CDOT. Mr. Bol also has supported field work, documentation, and coordination for other Colorado spill sites.

Field Technician (November 2019)

Confidential | Weld County, Colorado

Mr. Bol was part of a team that conducted an inventory of oil and gas assets for a confidential oil and gas client. Mr. Bol visited many operator oil and gas well production sites and took an inventory of all the major components of the line.

Document Quality Control (February 2019 – Present)

Camp Fire, California

Mr. Bol provided quality control for documents regarding the Camp Fire project in California. Mr. Bol reviewed several documents per property sampled to ensure all the information within the documents was accurate.

Project Manager (2016 –2019)

UC Health, Broomfield, Colorado

Mr. Bol managed compliance work for UC Health Broomfield Hospital, including quarterly sampling. UC Health Broomfield Hospital discharged waste water into the City of Broomfield's sewer system. Mr. Bol reviewed the permit and collected samples to ensure that the discharge water was within the permit guidelines. Mr. Bol prepared quarterly discharge monitoring reports for the client, interacted with city representatives, and has supported a successful compliance track record.

Field Team Leader (2016)

Reservoir Sampling, Cherry Creek Reservoir, Broomfield, Colorado

Mr. Bol served as the field team leader for stream sampling along tributaries to the Cherry Creek Reservoir. This work included planning, coordinating logistics, trouble-shooting equipment, implementing regular and storm even sampling, and documenting findings for reporting purposes.

Field Team Leader & Safety Office (2015 – Present)

Pacific Western Technologies (PWT) and EPA Region 8 | Colorado Smelter Superfund Site

Mr. Bol served as a Field Team Leader for Demonstration of Methods Applicability and Remedial Investigation/Feasibility Study (RI/FS) work at the Colorado Smelter Site. The site work includes evaluating the nature and extent of lead and arsenic contamination in about 1,600 homes surrounding the former smelter; investigation of the former smelter site is also planned. Activities have included:

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AGREEMENT FOR TEMPORARY USE OF SAN DIEGO COUNTY TRAILERS BY MARIPOSA COUNTY

This agreement ("Agreement") is entered into by and between the County of San Diego Office of Emergency Services ("San Diego"), and The County of Mariposa ("Mariposa"), each a political subdivision of the State of California. San Diego and Mariposa may each be referred to individually as "**Party**" and collectively as the "**Parties**".

RECITALS

A. Whereas, Mariposa is authorized to provide emergency services within the jurisdiction of Mariposa County;

B. Whereas, Mariposa wishes to use two (2) San Diego-owned travel trailers ("Trailers") to provide temporary housing for victims of the Oak Fire in Mariposa County;

C. Whereas, San Diego is willing to permit Mariposa to use its Trailers subject to the terms and conditions contained in this Agreement; and

D. Whereas, this License shall consist of this document, Exhibit A "Equipment List", and Exhibit B "Marking of County Vehicles and Mobile Equipment".

NOW THEREFORE, in consideration of the above recitals and the mutual obligations of the Parties as herein expressed, the Parties hereto mutually agree as follows:

1. TRAILERS. San Diego hereby agrees to allow Mariposa temporary use of the Trailers identified in Exhibit A in accordance with the terms of this Agreement. Mariposa shall facilitate the transportation of two (2) San Diego trailers for the purpose of providing temporary housing for victims of the Oak Fire in Mariposa County. Transfer of the trailers, identified by VIN number in the attached Exhibit A, fully incorporated herein, shall be deemed to have taken place when Mariposa's contracted transportation company removes them from San Diego property.

2. TERM. This Agreement shall be effective as of August 29, 2022, and remain in full force and effect for a period of five (5) years, terminating on August 29, 2027. Upon expiration of this Agreement, Mariposa shall have 30 days to deliver the Trailers to San Diego.

3. USE. Mariposa shall use the Trailers for the sole purpose of providing temporary housing to victims of the Oak Fire.

4. MAINTENANCE, REPAIR, AND REPLACEMENT.

    a. All maintenance, repairs, and replacements of the Trailers shall be conducted by Mariposa.

    b. Mariposa shall act consistent with San Diego's Administrative Code Section 398.10.1, *Marking of County Vehicles and Mobile Equipment*, attached as Exhibit B, and shall not

make modifications, changes, adjustments or additions to the Trailers, including attaching decals or stickers to the Trailers, without San Diego's prior written approval.

5. REPORT OF ACCIDENTS. Mariposa shall immediately notify San Diego of any vehicle accidents involving the Trailers, and provide any related documents requested by San Diego to San Diego within 24 hours of the accident.

6. INSURANCE PROTECTION. Prior to delivery of the Trailers, Mariposa will provide a certified copy of Mariposa's insurance policy evidencing that Mariposa has obtained for the period of the Agreement, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A, VII or a company of equal financial stability approved in writing by San Diego's Risk Management Division.

   a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring Mariposa against liability for bodily injury, personal injury or property damage arising out of or in connection with Mariposa's performance of work or service under this Agreement of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to Mariposa's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

   b. Statutory Worker's Compensation, as required by State of California and Employer's Liability at $1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Diego.

   c. Comprehensive Automobile Liability that lists San Diego as additional insured covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than $5,000,000 each accident.

   d. Automobile Physical Damage providing ACV Comprehensive and Collision coverage on County vehicle, coverage shall include a Loss Payable clause to San Diego.

   e. Certificates of insurance provided by Mariposa must evidence that the insurer providing the policy will give San Diego 30 days' written notice of cancellation in accordance with the policy provisions.

   f. San Diego shall retain the right to review the coverage, form and amount of insurance required herein and may require Mariposa to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. Mariposa shall permit

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

San Diego to inspect any required insurance policy, including endorsements required by these specifications.

g. Mariposa may, fulfill some or all of the insurance requirements contained in this License under a plan of self-insurance with written consent from San Diego. Mariposa shall only be permitted to utilize such self-insurance if in the opinion of San Diego's Risk Manager, Mariposa's (i) net worth, and (ii) reserves for payment of claims of liability, are sufficient to adequately compensate for the lack of other insurance coverage required by this License. Mariposa's utilization of self-insurance shall not in any way limit liabilities assumed by Mariposa under the License.

h. For any claims related to this Agreement, Mariposa's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects San Diego, the members of the Board of Supervisors of San Diego and the officers, agents, employees and volunteers of San Diego, individually and collectively. Any insurance or self-insurance maintained by San Diego, its officers, employees, or volunteers shall be excess of Mariposa's insurance and shall not contribute with it.

i. If Mariposa maintains broader coverage and/or higher limits than the minimums shown above, San Diego requires and shall be entitled to the broader coverage and/or higher limits maintained by Mariposa. As a requirement of this License, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to San Diego.

7. INDEMNITY.

a. Claims Arising From Sole Acts or Omissions of San Diego. San Diego hereby agrees to defend, indemnify, and hold harmless Mariposa, their agents, officers and employees (collectively referred to in this paragraph 8 only as "Mariposa"), from any claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively referred to as "Claims") against Mariposa, arising solely and either directly or indirectly out of the acts or omissions of San Diego in the performance of this License. At its sole discretion, Mariposa may participate at its own expense in the defense of any Claim, but such participation shall not relieve San Diego of any obligation imposed by this License. Mariposa shall notify San Diego promptly of any Claim and cooperate fully in the defense.

b. Claims Arising From Sole Acts or Omissions of Mariposa. Mariposa hereby agrees to defend, indemnify, and hold harmless San Diego, its elected officials, agents, officers and employees (hereinafter collectively referred to as "SD"), from any Claim against San Diego, arising solely and either directly or indirectly out of the acts or omissions of Mariposa in the performance of this Agreement. At its sole discretion, San Diego may participate at its own expense in the defense of any Claim, but such participation shall not relieve Mariposa of any obligation imposed by this Agreement. San Diego shall

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

notify Mariposa promptly of any Claim and cooperate fully in the defense.

c. Claims Arising From Concurrent Acts or Omissions. San Diego hereby agrees to defend itself, and Mariposa hereby agrees to defend itself, from any Claim arising out of the concurrent acts or omissions of the Parties. In such cases, Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 8.e. of this License.

d. Joint Defense. Notwithstanding paragraph 8.c. above, in cases where the Parties agree in writing to a joint defense, the Parties may appoint joint defense counsel to defend a Claim arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. The Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 8.e. of this Agreement. The Parties further agree that neither Party may bind the other to a settlement agreement without the written consent of both Parties.

e. Reimbursement and Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, judgments, settlement payments, and awards consistent with such comparative fault.

8. OTHER AGREEMENTS. Nothing in this Agreement shall limit the Parties from participating in other agreements with other jurisdictions, nor has any Party entered any agreement that prevents it from participating in and fully complying with the terms of this Agreement.

9. ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous oral and/or written understandings, representations, or agreements related to the subject of the Agreement. This Agreement may be amended only by the Parties' written consent.

10. ASSIGNMENT. This Agreement shall not be assigned by any Party without first obtaining the express written consent of the other Party.

11. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the applicable laws of the State of California.

12. AUTHORITY TO ENTER INTO AGREEMENT. Each Party warrants that it has the authority to enter into this Agreement by its respective governing body.

13. MEET AND CONFER. The Parties shall make their best efforts to informally resolve any disputes that occur under this Agreement by good faith negotiations whenever possible. Disputes shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration of the terms, provisions, and conditions of this Agreement.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

a. Either Party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved and requesting a Meet and Confer. Said notice shall suggest a date and time for the meeting, which shall be held not less than fifteen (15) business days after the notice is delivered, unless the Parties agree in writing that there is a good cause to extend this time limit.

b. To the extent possible, the Meet and Confer participants shall have authority to resolve the matters at issue.

c. The Meet and Confer, including proceedings or discussions concerning the proposed Meet and Confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a Meet and Confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including non-binding arbitration, involving the parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the Meet and Confer.

d. Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) days, then the Meet and Confer obligation imposed under this paragraph 14 shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies herein, unless the reason for such failure to Meet and Confer is the refusal of the party asserting a claim against the other to participate in the Meet and Confer, in which event said claim will be deemed to have been waived.

14. CLAIMS.

a. In any court action brought pursuant to this License, no Party shall be entitled to consequential damages, punitive damages, or lost profits, or to recover attorney fees and costs, except as otherwise provided by law or elsewhere in this Agreement.

b. The Trailers shall be transferred to Mariposa with no express or implied warranties. San Diego makes no representation that the Trailers can be operated in any capacity. Mariposa shall accept the trailers in "as is" condition. Mariposa releases San Diego from any and all claims or defect of the Trailers or due to failure of the trailers to perform as intended by Mariposa.

c. Mariposa expressly waives any and all rights under Section 1542 of the Civil Code of the State of California, or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

subdivision, similar to Section 1542 ("Similar Provision"). Thus, Mariposa may not invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any claims released.

d. Section 1542, provides as follows:
   i. "A general release does not extend to claims which the creditor does not know or suspect to exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

15. ASSIGNMENT. Parties shall not assign or transfer any interest in this Agreement.

16. NOTICE. Any notice or notices required or permitted to be given pursuant to this Agreement shall be served personally by the party giving notice, by email (only when the recipient acknowledges receipt via responding email), or by U.S. mail, postage prepaid, addressed to:

County of Mariposa
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

County of San Diego
Office of Emergency Services
5580 Overland Ave, Suite 100
San Diego, CA 92123

17. EARLY TERMINATION. Either party may terminate this Agreement upon thirty (30) days' written notice. Mariposa shall have 30 days to deliver the Trailers to San Diego upon termination of the Agreement.

The Parties have caused this License to be executed by their duly authorized representatives.

The County of Mariposa

By:

_____
Rosemarie Smallcombe
Supervisor, District 1

The County of San Diego

By:

_____
Jeff Toney, Director of the Office of Emergency Services

Approved as to form:

_____

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Exhibit A

YR/Make/Model: 2020 Forest River Wildwood
VIN: 4X4TWDY20LE034448
Equipment Type: RV Camper Trailer

YR/Make/Model: 2020 Forest River E-Pro
VIN: 5ZT2FSHC4L3011795
Equipment Type: RV Camper Trailer

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Exhibit B

San Diego County Code of Regulatory Ordinances

SEC. 398.10.1. MARKING OF COUNTY VEHICLES AND MOBILE EQUIPMENT.
All County vehicles shall be conspicuously marked with County-approved insignia, the words "For Official Use Only" and a County vehicle number. Such markings shall be readily removable to preserve the resale value. No other markings or signs are permitted unless approved by the Director. The Director may exempt vehicles from such marking if necessary for law enforcement, investigatory or other special purposes.
(Added by Ord. No. 5185 (N.S.), effective 8-21-78; amended by Ord. No. 7308 (N.S.), effective 7-2-87; amended by Ord. No. 8029 (N.S.), effective 2-20-92; amended by Ord. No. 10157 (N.S.), effective 9-10-11)

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

AGREEMENT FOR LOAN OF COUNTY TRAILERS_Mariposa_SanDiego_8-29-22

Final Audit Report 2022-08-29

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- Sampling of soil in residential yards using an incremental sampling methodology and utilizing manual drive core samplers.
- Sampling of residential indoor dust using a High Volume Small Surface Sampler (HVS3).
- Preparing soil samples for analysis through a process of drying, disaggregating, and sieving samples into different grain-size fractions.
- Analyzing soil samples with X-Ray Fluorescence (XRF) technology and calculating within-sample variability in real time.
- Interacting with the homeowners and the community, including selection of dust sampling locations based on SOP guidance and a resident questionnaire.
- Assuring quality in all aspects of the project in accordance with the Quality Assurance Project Plan (QAPP)

Field Technician (2012)

Confidential Refinery Client | Sewer Study

Mr. Bol was part of a field team that conducted a sewer study. Mr. Bol was responsible for identifying potential sewer features, inventorying the features, and conducting flush and dye-testing to test the connectivity of sewer features.

Field Manager (2011 – 2014)

Various Oil and Gas Clients

Mr. Bol has provided construction management oversight and field team leadership for several oil and gas clients. Mr. Bol has prepared Health & Safety plans, implemented field work, prepared daily reports, and acted as a go-between for clients and other contractors. He has supervised the daily construction activities and ensured a safe working environment.

Field Manager (2008 - 2012)

Nas Lemoore, NAS Fallon, CO

Mr. Bol has lead several field investigations at various U.S. Navy bases, conducting multimedia sampling, drilling, and other environmental data acquisition. For this site, Mr. Bol prepared site-specific Health & Safety plans, schedule contractors and subcontractors, and led daily field activities.

Field Technician (2002)

Montana Department of Environmental Quality | Groundwater Well Development, Montana

Mr. Bol conducted development of groundwater monitoring wells for the Montana Department of Environmental Quality. Mr. Bol properly developed the wells after installation to ensure tight and complete sand pack and the removal of siltation from well installation process. Mr. Bol also conducted groundwater sampling on several of the wells.

Field Team Leader (2008 & 2009)

EPA | National Rivers and Streams Assessment

Mr. Bol served as field team leader during a National Rivers and Streams Assessment project for EPA. Mr. Bol was responsible for planning the sited to be assessed, logistics, delegating team member responsibilities, field work, shipping sample coolers, and tracking paperwork.

Field Manager (2014)

Confidential Oil & Gas Clients | Purgatoire River Project, CO

Mr. Bol led a field crew during monthly sampling events on the Purgatoire River for two Oil and Gas (O&G) private clients. Mr. Bol and the crew calibrated equipment and gauged water levels at several river stations. Mr. Bol collected water samples and delivered them to the laboratory for analysis and supporting documentation, chain of custody, and reporting needs.

Field Team Leader (2010)

EPA | BP Oil Spill Response, Gulf of Mexico

Mr. Bol was a field crew leader for a team supporting water column and sediment sampling in the Gulf of Mexico in response to the BP Oil Spill under a response action contract with the EPA. Mr. Bol coordinated sample locations with the boat captain, collected samples, oversaw the sample crew, and coordinated supplies, sampling, and chain of custody needs.

Project Manager (2015)

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Confidential Client | Phase II ESA and Flammable Gas Survey, Adams County, CO
Mr. Bol was the project manager for a Phase II ESA and Flammable Gas Survey. Mr. Bol prepared the cost proposal, coordinated subcontractors, conducted the field effort and managed the deliverables. The project was performed on a very quick-turn around timeframe as the client needed to complete a land purchase based on the results of the ESA within three weeks on the work being awarded.

Project Manager (2007 – Present)

Sandoz, Broomfield, CO
Mr. Bol manages compliance work for a pharmaceutical manufacturing facility, including monthly and biannual sampling. Sandoz discharges process waste water into the City of Broomfield's sewer system. Mr. Bol reviews the permit and collects samples to ensure that the discharge water is within the permit guidelines. Mr. Bol prepares quarterly discharge monitoring reports for the client, interacts with city representatives, and has supported a successful compliance track record.

Removal Manager/SHSO (July 2006 – February 2007)

Barker Chemical Site, Inglis, FL
Mr. Bol was the Removal Manager and Site Health and Safety Officer at the Barker Chemical site in Inglis, Florida during removal assessment and removal phases under the START IV contract. Mr. Bol's responsibilities included overall site management of the ERRS contractors, detailing where to excavate in residential yards contaminated with lead and arsenic in soil. Mr. Bol integrated SADA calculation maps converted to shape-files into the Trimble GPS unit. Mr. Bol was responsible for all health and safety aspects associated with the field work. Mr. Bol utilized GPS technology to record all sample locations and outlines of all excavations. Mr. Bol also managed the GIS and sample databases and wrote the removal report.

Project Manager/Field Oversight (March 2006 – May 2006)

START Removal, Former Caraleigh Phosphate Site in Raleigh, NC
Mr. Bol was the project manager for a START removal at the former Caraleigh Phosphate site in Raleigh, North Carolina under the START IV contract. Mr. Bol was responsible for writing the HASP, conducting oversight of the ERRS contractor, and conduct XRF sampling to delineate and confirm excavation areas. Mr. Bol was responsible for updating the EPA OSC of the project schedule and progress, as well as writing the removal report.

Removal Manager/SHSO (May 2007 – July 2007)

START Removal, Crozet Township Site in Crozet, VA
Mr. Bol was the Removal Manager and Site Health and Safety Officer at the Crozet Township site in Crozet, Virginia during removal assessment and removal phases under the START III contract. Mr. Bol's responsibilities included overall site management of the ERRS contractors, detailing where to excavate in residential yards contaminated with lead and arsenic in soil, writing weekly reports to the OSC, and also to collect soil samples for laboratory analysis.

Project Manager (2005 – Present)

Thomas Steel Drums, Inc. | Cost Estimate and Quarterly Air Emissions
Mr. Bol prepares the cost estimate yearly and prepares quarterly air emissions reports for Thomas Steel Drums, Inc. The client sends Mr. Bol information regarding particulates, and other variables, and Mr. Bol prepares air emissions calculations that are submitted to the State of Texas.

Anthrax Sampling/Crew Leader (November 2001 – March 2002)

START III
Mr. Bol conducted Anthrax sampling in Washington DC as part of the START III contract tasked to sample/monitor buildings on Capitol Hill. Mr. Bol was a sample team leader in charge of sampling Senators suites in the Hart Senator Office Building. Mr. Bol also performed air monitoring/sampling in the Hart Senate Office Building.

Mr. Bol also conducted air monitoring during the fumigation effort of Senator Daschle's Office. Used Mono-Tox device to monitor chlorine dioxide levels in suites surrounding Senator Daschle's.

Mr. Bol conducted anthrax sampling at a facility used to store critical items taken from the Hart senate Office Building. Mr. Bol was a sample crew leader responsible for sampling items in the building and building as well.

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Mr. Bol also conducted air monitoring during the fumigation effort of Senate mail that was taken from the Hart Senate Office Building. Used Mono-Tox unit to monitor chlorine dioxide levels around the trailer being used for gassing. Took inventory of all mail articles prior to the fumigation.

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KLEINFELDER GANDA

Andrew McCadden

Biologist

10 YEARS OF EXPERIENCE

Areas of Expertise

Project Management

Wildlife Survey and Monitoring

Compliance Monitoring

Key Training/Certifications

CEQA Basics

NEPA Basics

Adult CPR/First Aid

Education

State University of New York, College of Environmental Science and Forestry, B.S. Conservation Biology, 2009

EXPERIENCE SUMMARY

Mr. McCadden is a project manager and field biologist with 10 years of experience throughout California. Mr. McCadden has worked on large multi-phased projects including wind, natural gas pipelines, natural gas pipeline testing, and linear transmission lines. Mr. McCadden's field work experience includes: burrowing owl surveys; desert tortoise surveys; desert kit fox telemetry; botanical surveys; noxious weed inventories; construction monitoring for desert tortoise, giant garter snake, Swainson's hawk, California tiger salamander, wetlands, and environmental compliance. Mr. McCadden has also provided onsite environmental awareness training for construction crews. During the last two years, he has mapped and monitored noxious weed populations on PG&E hydroelectric projects for both comprehensive baseline inventory surveys and annual post-treatment monitoring. As a project manager, Mr. McCadden has managed several utility, hazard tree and energy projects throughout California.

RELEVANT EXPERIENCE

Project Manager

CalRecycle | Camp Fire Debris Removal

The project consisted of removing debris from burned structures associated with the 2018 Camp Fire within Butte County. Under contract with Tetra Tech, Mr. McCadden was responsible for managing biological monitors, coordinating schedules, assignments and logistics for the client.

Project Manager and Field Biologist

CalRecycle | Butte Fire Hazardous Tree Removal

The project involved the removal of hazardous trees that posed an immediate threat to life, public health and safety, and trees that were identified to improve properties along county roads. The area in which the Project occurred was affected by the September 2015 Butte Fire. The Project designated over 8,000 trees for removal on both private land and public right-of-way. Under contract with Tetra Tech, Mr. McCadden was responsible for managing 10-15 onsite biological monitors and acted as the primary contact between GANDA and the client. As an onsite biological monitor, Mr. McCadden monitored and surveyed for California red-legged frog, Ione buckwheat, Ione manzanita and valley elderberry longhorn beetle. He provided onsite worker environmental awareness training, documented daily activities in a daily monitoring report and conducted surveys and monitoring for special status species. Mr. McCadden also surveyed and monitored for nesting birds throughout the project area.

Project Manager

Southern California Edison | Drought Tree and Hazardous Tree Removal Project

The project involved the evaluation, trimming and removal of hazardous trees associated with SCE infrastructure on Forest Service lands throughout SCE's service territory. Under contract with Environmental Intelligence, Mr. McCadden was responsible for managing biological and archeological monitors. Mr. McCadden coordinated schedules, assignments and logistics for the client.

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Field Biologist

Pacific Gas & Electric Company | Vegetation Management Program

Monitored tree trimming crews for California red-legged frog presence and conducted nesting bird surveys. Also provided worker environmental awareness training to all crew members.

Environmental Specialist

Southern California Edison | Distribution Support Program

Under contract with SWCA, Mr. McCadden supported SCE's Non-MSUP Deteriorated Pole Replacement Program during the construction phase. Mr. McCadden supported requests in the following SCE Regions; Desert, Rurals, and San Jacinto. Throughout Mr. McCadden's time on the project, he helped support and clear several thousand poles for construction. Mr. McCadden was part of a team responsible for tracking construction support requests, evaluating the request against the environmental clearance or any other supporting documents on SCE's VPN service EHSync. Once cleared for construction, Mr. McCadden worked with several subconsultants to either conduct a required survey or staff a construction monitoring shift. Due to additional requirements and sensitive nature of BLM lands, Mr. McCadden was also assigned to take the lead on any requests occurring on BLM lands to allow for consistency. Mr. McCadden conducted QAQC for BLM survey and monitoring reports and submitted to SCE for review.

Project Manager

Southern California Edison | Doble 33kV Rebuild Project

The project consists of replacement of approximately 385 wood poles with light weight steel poles, replacement of approximately 200 anchors and down guys, and re-conductoring the overhead line along the Doble 33kV Circuit within an approximate 15-mile span. Under contract with CH2M, Mr. McCadden was the Project Manager and oversaw field surveys for desert tortoise (*Gopherus agassizii)* and rare plants to support the Biological Assessment/Evaluation for planning and permitting.

Project Manager

Clearway Energy | Alta Wind

Under contract with Clearway Energy, Mr. McCadden was the Project Manager for this on-call biological contract in support of the Alta Wind Farm in Mojave, CA. Biological services included Bakersfield cactus mitigation, general wildlife and botanical surveys, desert tortoise mitigation, and biological construction monitoring.

Project Manager

Southern California Edison | Tehachapi Renewable Transmission Line Project

This project consisted of a series of new and updated high-voltage transmission lines and substations, totaling approximately 173 miles that planned to deliver renewable wind energy from Kern County south to Los Angeles County. Under contract with ICF, Mr. MCCadden was responsible for managing the day to day operations of 15-20 biological monitors and the liaison between GANDA project staff and the client. Mr. McCadden coordinated schedules, crew assignments, and logistics for the client. As an onsite Biological Monitor, Mr. McCadden was responsible for assuring compliance with project mitigation measures and the Biological Opinion.

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FAR WESTERN ANTHROPOLOGICAL RESEARCH GROUP, INC

Adrian Whitaker, Ph.D., RPA

Archaeologist

20 YEARS OF EXPERIENCE

Areas of Expertise

Prehistoric Archaeology

Cultural Resources Management

Regulatory Compliance

Key Training/Certifications

Register of Professional Archaeologists

Meets US Secretary of Interior's Standards for Archaeology

Education

University of California, Davis, Ph.D. in Anthropology, 2008

University of California, Davis, M.A. in Anthropology, 2004

University of California, Davis, B.A. in Anthropology, 2001

EXPERIENCE SUMMARY

Dr. Whitaker is a Far Western Principal and serves as Project Manager, Principal Investigator, and Faunal Analyst with experience in the Sierra Nevada foothills, Central Valley, and San Francisco Bay Area. At Far Western he has taken on a variety of projects that run the gamut of cultural resources management, including all stages of archaeological inquiry, and ranging from small surveys of less than 100 acres to large-scale data recovery and test excavations with multiple sites. Dr. Whitaker has worked extensively on transportation-related projects under the California Department of Transportation (Caltrans) Local Assistance program for Section 106 review or are being implemented directly by Caltrans and is an expert on the 2014 First Amended Caltrans Section 106 Programmatic Agreement.

Dr. Whitaker currently manages cultural resources on-call contracts with Caltrans District 5 (Central Coast), Caltrans District 6 (San Joaquin Valley), Caltrans District 10 (Central Sierra Nevada), Naval Facilities Command Southwest (California, Nevada, Arizona, and Utah), University of California at Davis, the San Mateo Joint Powers Board, and the Counties of Contra Costa and Fresno.

Dr. Whitaker has authored numerous excavation reports on the archaeology of the central Sierra Nevada, Central Valley, and San Francisco Bay Area in northern California and on the Santa Barbara Channel Islands and coast of southern California. Data from these reports have led to the publication of numerous scholarly articles in regional, national, and international journals, including American Antiquity, Journal of Anthropological Archaeology, Journal of Archaeological Science, Journal of Coastal and Island Archaeology, Quaternary International, California Archaeology, and Journal of California and Great Basin Anthropology.

RELEVANT EXPERIENCE

Project Manager/Archaeological Coordinator—North Branch

Tetra Tech | 2021 CalRecycle Wildfire Clean-up Program

The State Hazard Debris Removal Program (Project) is in the process of conducting debris removal at approximately 2,200 properties and removing an estimated 300,000 trees across ten counties (Butte, Del Norte, Lassen, Nevada, Plumas, Sierra, Siskiyou, Shasta, Trinity, and Yuba). In this role Whitaker designed and implemented cultural resource training in concert with Native American tribal entities, oversaw the assessment and monitoring of Private Property Debris and Hazard Tree removal in 10 counties, trained and oversaw up to 20 archaeological monitors in the field, and ensured that the contractor was implementing the ECP and operational permits enforced by EPP and ECP required BMPs and AMMs. Far Western ensured compliance with Section 106 and minimized adverse effects to resources as a result of the project.

Project Manager

GeomorphIS, LLC | Railroad Fire

The Railroad Fire burned approximately 12,400 acres in the Sierra National Forest in 2017. Far Western conducted follow-up fieldwork in 2019 to ensure that archaeological sites were properly flagged and recorded and would be protected during any tree removal activities to allow a timber sale (in portions of the burn area)

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to remove hazard trees and reduce fuel load. Dr. Whitaker oversaw and managed archaeological field efforts including revisiting 43 sites or resource elements including six newly identified resources, 11 previously identified resources, and 26 elements of the Madera Sugar Pine Lumber Company Railroad network. The activities associated with these sites may be eligible for listing on the National Register of Historic Places (National Register) under Criterion A. Far Western prepared an Archaeological Survey Management Summary and provided GIS shapefiles that represent the most up-to-date site boundaries as recorded by Far Western.

Project Manager, Co-Author

Geomorph Information Systems, LLC | Carr Fire, Delta Fire, and Hirz Fire

Dr. Whitaker oversaw and managed the cultural resources monitoring and National Register evaluations of 23 sites that may have been impacted by fire suppression activities associated with the Carry Fire, Delta Fire, and Hirz Fire in Shasta County, California, on lands administered by the Shasta-Trinity National Forest. Project components included a records search, relevant background/historical contexts, inventory and evaluations, and preparation of a Records Search and Work Plan and an Archaeological Testing Report. Of the 23 sites, nine are recommended eligible for listing on the National Register, 13 are recommended not eligible, one could not be accessed and therefore could not be evaluated.

Contract Manager, Principal Investigator, Co-Author

California Department of Transportation | Director's Orders Tree Removal

Far Western assisted Caltrans in its efforts to remove thousands of dead and dying trees from the sides of rural highways as part of the 2015 Emergency Declaration (i.e., ongoing drought), which included surveying segments of rural roads subject to nearby tree removal, and monitoring tree removal activities in areas in close proximity to cultural resources in Amador, Calaveras, Fresno, Kern, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tulare, and Tuolumne Counties, California. Far Western prepared Archaeological Survey Reports and Archaeological Site Conditions Assessment Documents for work along various state route rights-of-way. As Contract Manager/Principal Investigator, Dr. Whitaker managed scope and scale of research required for each task order and ensured compliance with Section 106 of the National Historic Preservation Act.

Contract Manager, Principal Investigator, Co-Author

California Department of Transportation | Director's Orders Hazard Tree Removal Project

Far Western assisted Caltrans in its efforts to remove thousands of dead and dying trees from the sides of rural highways as part of the 2015 Emergency Declaration (i.e., ongoing drought), which included surveying segments of rural roads subject to nearby tree removal, and monitoring tree removal activities in areas in close proximity to cultural resources. Dr. Whitaker oversaw and managed the field inventory efforts along SR 120 (approximately 185 miles of roadway) in Mariposa and Tuolumne Counties, California. Far Western also revisited, flagged, and updated all previously recorded archaeological sites on SR 120 between Priest Station and the entrance to Yosemite National Park when recorded (or newly identified) archaeological sites fell within 200 feet of a tree slated for removal. Far Western prepared Archaeological Survey Reports and Archaeological Site Conditions Assessment Documents to report study findings.

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Dustin Lindler
Registered Professional Forester

Dustin Lindler has been working in the forest products industry since 1994 and is the COO of Jefferson Resource Company, Inc. Dustin, with his wife Danielle, purchased Berryman & Associates in 2002 and renamed the company after incorpation. Dustin has been involved in all aspects of forest management for clients ranging from small woodlot sales to large federal timber sales.

Education

BS, Forestry Production, Minors in Business Administration & Environmental Ethics Humboldt State University, 1998

Licenses and Certifications

California Registered Professional Forester No. 2701

Archaeological Training Certificate Course 164R

Cal Fire approved Spotted Owl Expert (SOE)

Professional Memberships

California Licensed Foresters Association.

California Forestry Association

Relevant Work Experience

2001 to present : COO. Jefferson Resource Company (formerly Berryman and Associates), Yreka, CA. Manages 100,000 acres of private timberland in California. Prepares Timber Harvest Plans (THP) and Non-industrial Timber Management Plans (NTMP) for most industrial timberland owners in Siskiyou County, large ranch holdings, Siskiyou County Flood Control District Lands and many small non-industrial ownerships. Supervises and conducts timber marking, timber inventory and wildlife surveys. Arranges and provides oversight on timber sales. Oversees professional staff of 40 foresters, biologists and botnaist. Developed, performed and provided oversight of forest inventory activities on parcels in Northern California. Performs timber appraisals. Compiled and analyzed inventory data for sustained yield analysis for clients in Northern California. Oversaw multi year gas line program for PGE for the Northern Counties in CA,

2000 – 2001 : Timber Cruiser / Field Technician. Olympic Resource Management, McCloud, CA. Marked timber on several forest tracts in Northern California. Conducted variable plot inventory on parcels near McCloud, CA. Performed check-cruising of contract inventory crews. Conducted and provided oversight of three-person field crew during layout activities on large timber sales in Southwest Oregon.

1999 - 2000 : Planning Forester / GIS Specialist. Alpine Land Information Services, Redding, CA. Responsibilities included writing and layout of THPs, development and maintenance of a GIS database, conducting archaeological surveys. Responsible for harvest scheduling in conjunction with option "a" THP development on large industrial ownerships. Supervised six-person field crew during THP layout and GIS development on timberlands near McCloud, Bieber, Weaverville, Sonora and Arnold, CA. Provided quality control of field crews during layout activities across Northern California.

1997 – 1999 : Forester. Fruit Growers Supply Company, Hilt, CA. Worked as assistant to district forester. Work involved layout and writing of timber harvest plans, including silvicultural determination, yarding method determination and most other operational issues common to THP development. Performed variable and fixed plot inventory on Klamath River, Scott Valley, Trinity and Foresthill timberlands. Conducted pre-harvest timber inventory for calculation of sale volume. Provided oversight of two other field technicians during marking, layout and inventory activities.

1996 : Inventory Technician. Fruit Growers Supply Company, Burney, CA. Conducted variable and fixed plot inventory on Lassen, Burney and Foresthill timber tracts. Performed timber sale layout for several timber sales on Burney and Lassen timberlands. Marked timber for several timber sales on Burney and Lassen timberlands. Cruised blowdown for salvage sale on timberlands near Burney, CA.

1995 : Forestry Technician. A&D Forestry Services, Hydesville, CA. Conducted layout of several timber sales in Northern California ranging from Covelo to Hoopa, CA. Conducted pre-harvest cruising to determine sale volume. Marked timber on several THPs. Additional activities included road layout, silviculture determination, yarding method determination and wildlife surveys.

1994 : Wildlife Technician. Criss & Company Consultants, Redding, CA. Conducted Northern Spotted Owl surveys on several tracts of timberland across Northern California.

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TETRA TECH

Richard Coid Vitamanti

Site Assessment Team Lead

EXPERIENCE SUMMARY

Mr. Vitamanti is an environmental scientist providing project support of environmental emergency response planning, field survey and sampling operations.

Mr. Vitamanti is trained in the operation and maintenance of equipment for use in field activities. Specific equipment used includes (but is not limited to) radiation detection meters, XRF analyzers, multi-media sampling equipment, and air monitoring equipment such as multi-RAEs, FIDs, and PIDs.

RELEVANT EXPERIENCE

Wildfire Response (CalRecycle/CalOES)

Central Division Fire Incident (2021 Wildfires), Placerville, California, 2021-Current
Northern Branch Fire Incident (2020 Wildfires), California, 2020-Current
Camp Fire Incident, Paradise, California, 2019-2020
Carr Fire Incident, Redding, California, 2018-2019

Acting State Division Planner, Consultant Planner: Devoloped and maintain all runways for debris and tree crews. Tracked public and commercial through the Special Inclusion process. Facilitated All-Hands, Objectives, Tactics, Planning Meetings. Deveolped, reviewed, submitted and distributed the Incident Action Plans. Verified contractor and consultant resources a verification. Monitored and reported on bridge and creek crossings that needed to be completed. Developed and distributed priority lists and metrics report. Tracked asbestos abatement and vefied that parcels were ready for debris removal and required eligibility reviews. Updated and maintained the Department of Toxic Substance Contol Milk Run/Phase 1 Revisit Tracker which identified parcels that needed to be revisted for hazardous waste removal.

Environmental Unit Leader for the wildfire response in Northern California. Performed site hazard assessments and collected ash, soil, and water samples. Site assessment activities include photo documentation, mercury, radiation and VOC screenings, locating utilities and potential hazards, recording ash footprint dimensions, and a creating a survey sketch for each parcel. Managed and maintained Tetraforms database for site assessment and soil

EDUCATION

B.S. in Environmental Science, Hydrology (Honors in the Major), California State University, Chico, 2017

AREAS OF EXPERTISE

Wildfire Assessment

Soil, Groundwater, Surface Water, Soil Gas Sampling

Environmental Emergency Response and Planning

Air Sampling and Monitoring

KEY TRAINING/ CERTIFICATIONS

40-hour OSHA HAZWOPER with 8-hour Refresher

OFFICE

Chicago, Illinois

YEARS OF EXPERIENCE

4 Years

CONTACT

530-798-9772

richard.vitamanti@tetratech.com

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sampling documentation. Field team lead providing environmental support to document the extent of residual metal concentrations during cleanup of wildfire debris and soil. Surface and subsurface confirmation soil samples were collected and screened in the field using an X-Ray Florescence device (XRF) for preliminary identification of metal concentrations in the soil and were used to guide real-time decisions for

Emergency Responder for EPAs Superfund Technical Assessment and Response Team (START)

Shiloh Church Road Site – Nathalie, Virginia, 2020 - Current
Provided field support, oversight, and documentation of field activities related to the removal of various contaminants of concern including trichloroethene, tetrachloroethene, Radium 226, polychlorinated biphenyl (PCBs) compounds, lead, and cadmium. Performed surface soil sampling, residential water sampling, air monitoring, radiation screenings, and XRF screenings of soil for excavation.

Taracorp Industries Soil Site– Lyons, Michigan, 2020 - Current
Provided field support, oversight, and documentation of field activities related to the removal of lead and arsenic contaminated soil. Performed surface and subsurface soil sampling, air monitoring, and XRF screenings of soil for excavation.

Trowbridge Township Dam Area – Allegan, Michigan, 2020 - Current
Provided field support, oversight, and documentation of field activities associated with a time critical removal action in the Trowbridge Township Dam Area, which is located in the Kalamazoo River Superfund Site. The project involves removal of PCB contaminated in-stream sediments and riverbank soils within an approximate 2.4 mile section of the river immediately upstream of the Trowbridge Township Dam in Trowbridge Township, Michigan.

Electro-Plating Services Hexavalent Chromium Release –Madison Heights, Michigan, 2019 - 2020
Provided field support, oversight, and documentation of field activities including soil boring and vapor intrusion investigation. Assisted with sample procurement and management. Collected ambient air, soil, and groundwater samples, and PFAS samples.

Dearborn Refining Site – Dearborn, Michigan, 2019-2020
Provided field support and reported field activities involving quarterly gas monitoring in monitoring wells and gas probes at a former petroleum refinery in Dearborn, Michigan.

Work Under Michigan's Environment, Great Lakes, and Energy Department

Medical Center Court Apartments Investigation and Mitigation – Ann Arbor, Michigan, 2019-2020
Provided field support, and field oversight, and documented field activities at an apartment complex. Support includes activities such as soil gas, sub-slab soil vapor and indoor air sampling.

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further excavation or final confirmation sample collection. Served as the point of contact for the client to answer any questions or concerns throughout the project.

ADDITIONAL EXPERIENCE

Software proficiencies: MS Office (Word, Excel, Power Point, Outlook), MS Teams, Scribe, Collector, Survey123, iForms, VIPER, Google Earth, AQTESolv, MITEQ.

Equipment proficiencies: L Lumex RA-915+, Ludlum 44-9, 19, and 192, Multi RAE Pro, Ultra RAE, AreaRAE, Hach FH950 Portable Flow Meter, YSI Multi Meter, Horiba U-52, Toxic Vapor Analyzer 2020, SPM Flex, DustTrak II, GilAir 3 and 5, GilAir Plus, Aircon-2+, SKC QuickTake High Volume Air Sampler, DustTrak DRX 8534, Olympus and Bruker XRF Analyzers, Hach DR 1900 Portable Spectrometer, Shimadzu TOC-L Series, Shimadzu UV-1800 Spectrophotometer, Hanna Turbidity Meter, Thermo-Orion Multi-Parameter Probe, GPS, Clinometer, Peristaltic and Submersible Pumps, Piezometer Installation.

Sampling techniques: Surface Water Ambient Monitoring Program (SWAMP) Method, Stream Flow Analysis: Area-Velocity Method, Channel Reach Morphology: Montgomery and Buffington (1997) Method, EPA 1969 Ultra Clean Hands/Dirty Hands Grab Sample Method, Soil Moisture Analysis: Gravimetric Sampling Method, Particle Size Analysis: Wolman Pebble Count Method, Colorimetric Analysis of Nutrients, Infiltration Analysis, Measuring of Fuel Load (Brown 1974), Point-Intercept Method, Measuring of Tree's Basal Area.

EMPLOYMENT HISTORY

2019 – Present	Environmental Scientist, Tetra Tech, Inc., Rancho Cordova, CA – Madison Heights, MI – Chicago, IL
2018	Environmental Scientist, Essel Environmental, San Francisco, CA
2017 – 2018	Teaching Assistant, California State University, Chico
2016 – 2018	Research Assistant, California State University, Chico

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TETRA TECH

Lona Pearson, CAC, LRCIA/PM

Asbestos Assessment Team Lead

24 YEARS OF EXPERIENCE

Areas of Expertise

Hazardous Materials

Industrial Hygiene

Environmental Assessment

Staff Management

Registrations/Affiliations

California Certified Asbestos Consultant, # 13-5051

CDPH Lead-Related Construction Inspector/Risk Assessor #484 and Project Monitor, #483

EPA Lead Inspector

Nevada Asbestos Consultant # IJPM-1707

Department of Defense Common Access Card

Key Training/Certifications

AHERA BI, MP, CS, PD –Current

CPR/First Aid, 2003 – Current

NIOSH 582E Microscopy

OSHA HAZWOPER 40 Hour 2003 – Current

OSHA HAZWOPER Supervisor– Current

OSHA 30-Hour Construction Safety – 2010

USACE EM 385 1-1 – 2020

Education

Hiram Johnson High School

EXPERIENCE SUMMARY

Ms. Pearson is an environmental professional that has over 24 years of diverse environmental experience with Tetra Tech, Inc. Ms. Pearson conducts hazardous material surveys; asbestos, lead paint, and mold inspections and surveillance; designs abatement work plans and specifications; performs abatement and demolition oversight; provides industrial hygiene equipment testing and personnel monitoring, provides staff training and safety monitoring, and manages teams of technical personnel. Ms. Pearson has worked technically and administratively for government and private clients concerning facility-wide project management and remedial investigation of Superfund Sites. Ms. Pearson has performed Phase I and II Environmental Site Assessments (ESAs) per American Society for Testing and Materials (ASTM) standards for commercial/retail/residential properties construction, and wireless antenna construction. Her varied experience includes site history research; regulator interaction; industrial hygiene; site and hazardous material assessment; staff supervision and management, and report and specification preparation. Ms. Pearson has sampling, data interpretation and reporting experience with most media including air, soil, water (stormwater, groundwater, surface water), fungal/microbial, and building materials. Ms. Pearson has conducted site assessments and investigations in several US states including; Arizona, Alabama, Arkansas, California, Florida, Iowa, Illinois, Kansas, Louisiana, Michigan, Montana, Nevada, New Mexico, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Texas, Utah, Virginia, Washington and Wisconsin.

RELEVANT EXPERIENCE

Hazardous Materials

Environmental Operations - Asbestos Program Lead for Debris Removal Operations, 2021 California Wildfires, Northern Division and Central Divisions for Sixteen Counties (Alpine, El Dorado, Kern, Lake, Lassen, Mendocino, Nevada, Placer, Plumas, Lassen, Shasta, Siskiyou, Tehama, Trinity, Tuolumne and Tulare), California (2021 – Present)

Ms. Pearson manages up to 16 teams of asbestos consultants, and technical data staff (38 staff) conducting asbestos assessment, asbestos removal, and data management during the wildfire recovery operations with staff deployed within the two divisions in up to eight counties at any one time. Ms. Pearson provides program and staff training, provides suspect asbestos materials identification and sampling, provides data and regulation interpretation, performs abatement oversight and clearance inspections, coordinates schedule of asbestos certified field staff teams, manages data interpretation and assists with coordination of abatement contractors and prime contractor resources. Ms. Pearson communicates strategies and procedures at technical meetings and other interactions with clients (Calrecycle/OES), contractors (BOP, Anvil, ECC), subcontractors, Federal, State and local government and regulatory agencies; and community members.

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Environmental Branch Director - Asbestos Program for Debris Removal Operations, North Branch Fires, Nine Counties (Butte, Del Norte, Lassen, Nevada, Plumas, Siskiyou, Trinity, Yuba), California (2020 – Present)

Ms. Pearson manages up to 15 teams of asbestos consultants, and technical data staff (35 staff) conducting asbestos assessment, asbestos removal, and data management during the wildfire recovery operations with staff deployed up to four counties at any one time. Ms. Pearson provides suspect asbestos materials identification and sampling, provides staff training; provides data and regulation interpretation, performs abatement oversight and clearance inspections, coordinates schedule of asbestos certified field staff teams, manages data interpretation and assists with coordination of abatement contractors and prime contractor resources. Ms. Pearson communicates strategies and procedures at technical meetings and other interactions with clients (Calrecycle/OES), contractors (PSP), subcontractors, Federal, State and local government and regulatory agencies; and community members.

Technical Lead, EPA RCRA REPA TBA Program, Region 9 (December 2019 – Present)

Ms. Pearson conducts hazardous material surveys (asbestos, lead-based paint, mold, soil, groundwater) under the EPA Region 9 REPA TBA program. The EPA Region 9 REPA TBA Program scope includes Phase I ESAs, Phase II ESA investigations and reports, Analysis of Brownfields Cleanup Alternatives to evaluate clean up alternatives to address environmental impacts and the production of fact sheets. Ms. Pearson has performed and provided support for Phase II ESAs including conducting environmental sampling (soil, groundwater and building material) to confirm or eliminate recognized environmental conditions (REC) identified during the Phase I ESAs for the sites. Ms. Pearson conducts field work and sampling, develops and interprets field and analytical data, provides reporting of findings, and completes expert technical reviews of documents written by associate staff.

- A hazardous materials assessment of three residential structures on a property planned for redevelopment on behalf of the Elk Valley Rancheria, California. The assessment included an asbestos survey, lead-based paint survey via XRF, a hazardous household waste assessment, soil sampling, and reporting of findings.
- A hazardous materials assessment of a former farmhouse/schoolhouse for proposed structural renovation on behalf of the Goshute Tribe, Utah. The assessment included an asbestos survey, lead-based paint survey via XRF, a hazardous household waste assessment, soil sampling, and reporting of findings.
- A hazardous materials assessment of three commercial structures for proposed renovation on behalf of the Temple Beth Shalom, California. The assessment included an asbestos survey, lead-based paint survey via XRF and chip sampling, polychlorinated biphenols (PCB) sampling, and reporting of findings
- A hazardous materials assessment of 26 vacant and occupied commercial and residential structures proposed for renovation and demolition on behalf of the Pinal County Pinal/Marana Airpark, Arizona. The assessment included an asbestos survey, lead-based paint survey via XRF and chip sampling, soil sampling, mold assessment, and reporting of findings.
- A hazardous materials assessment of an active and occupied eight suite commercial structure proposed for renovation and building code upgrades, on behalf of the city of San Manuel, Arizona. The assessment included an asbestos survey, lead-based paint survey via XRF and chip sampling, soil sampling, mold assessment, and reporting of findings.

Environmental Branch Director - Asbestos Program for Debris Removal Operations, Camp Fire Incident, Butte County, California (2019 – 2020)

Ms. Pearson directly managed 25 teams of asbestos consultants and technical data management staff (over 60 staff) conducting asbestos assessment, asbestos removal, and data management during the wildfire recovery operations in the cities of Butte County (Paradise, Concow and Magalia) affected by the Camp Fire Incident, where over 12,000 properties were affected and destroyed. Ms. Pearson provides suspect asbestos materials identification and sampling, provides staff training; provides data and regulation interpretation, performs abatement oversight and clearance inspections, coordinates schedule of asbestos certified field staff teams, and assists with coordination of abatement contractors and prime contractor resources. Ms. Pearson communicates strategies and procedures at technical meetings and other interactions with clients (Calrecycle/OES), contractors (ECC, SPSG, CERES), subcontractors, Federal, State and local government and regulatory agencies; and community members.

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Technical Lead / Resource Director - Hazardous Materials Assessment and Debris Removal Operations, Multiple Locations in California (2015 – 2018)

Ms. Pearson acted as Tetra Tech's technical lead for asbestos assessment and removal oversight during wildfire recovery operations in California. Ms. Pearson has led teams of asbestos consultants in these services for seven major fire events - Middletown Fire in Lake County, assessed approximately 200 commercial structures – client A.J Diani; Erskine Fire in Kern County, assessed approximately 300 residential properties – clients Calrecycle/OES, Kern County; Clayton Fire in Lake County, assessed approximately 150 residential properties – clients Calrecycle/OES, Lake County; Detwiler Fire in Mariposa County, assessed approximately 350 residential properties– clients Calrecycle/OES, Mariposa County; Helena Fire in Trinity County, assessed approximately 110 properties – clients Calrecycle/OES and Trinity County; and Thomas Fire in Ventura County, assessed approximately 600 residential properties – clients Calrecycle/OES and Ventura County; CARR Fire – Redding assessing approximately 1,200 residential properties; clients Calrecycle/OES, Shasta County and City of Redding. Ms. Pearson provided suspect asbestos materials identification and sampling, provided data and regulation interpretation, performed abatement oversight and clearance inspections, coordinated schedule of asbestos certified field staff teams and assists with coordination of abatement contractors.

Technical Lead – Hazardous Materials Assessment for Debris Removal Operations, Northern California Wildfires Sonoma County, California (2017)

Ms. Pearson acted as Tetra Tech's CAC lead for asbestos assessments during the Northern California wildfire federal agency response action in the City of Santa Rosa. Ms. Pearson performed assessments, laboratory coordination, and assessment data interpretation and provided fire-related assessment training, on-going technical guidance, and management of subcontracted asbestos consultants. Clients included US Army Corps of Engineers and Ashbritt Environmental.

Environmental Professional, Hazardous Materials Pre-Renovation Survey (Asbestos, Lead Based Paint, Mold, and Household Hazardous Waste) Military Facility Structure Upgrades (2016 – Present)

Ms. Pearson is the technical leader of a team of Tetra Tech scientists conducting hazardous materials renovation surveys at active military bases throughout the United States in preparation for structure upgrade or demo activities. Ms. Pearson conducts the surveys, interprets sample results and writes the survey reports.

- NAS Lemoore, Lemoore, CA– Commissary Building
- Yuma MCAS, Yuma, AZ – Commissary Building
- NAF El Centro, El Centro, CA – Commissary Building
- DMAFB Tucson, AZ – Building 5406, Building 5045, Building 5314
- NFARS, Niagara Falls, NY – Building 907-905, Building 917/915
- Beale AFB, Marysville CA, - Repair Fuel Cell, Dock 4, Building 1077
- JBLM, Tacoma, WA – Elementary School conversion
- TAFB, Panama Beach, FL –Demolition Buildings 214, 131 and 138
- NAS/JRB Ft Worth, Ft Worth TX – Commissary Building
- Grand Forks AFB, Grand Forks, ND – Building 203
- LRAFB, Jacksonville, AR – Hangar Building 282
- ILANG, Springfield IL, Building P19
- JANG, Jacksonsonville FL- Building 1006 – Logistics Readiness
- PAFB, Brevard County, FL – Bldgs 264, 265, 404, 429, 543, and 577
- USARC Manitowoc, Manitowoc, WI – Administration Building
- MCLB Barstow, Barstow CA – Building 364 Commissary Building
- JBLM YTC, Yakima, WA – YTC Wastewater Treatment Plant
- IL ANG, Scott AFB, IL - Building 5022
- Fort Hood, TX – Commisary Building
- Tinker AFB, OK – Building 230

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Field Team Lead – Hazardous Materials Assessments for Facility Decommissioning Operations, Georgia Pacific Paper, Alabama and Arkansas (2020)
Ms. Pearson acted as field lead for a team of Tetra Tech building inspector's during pre-demolition/decommissioning facility assessments for two large active paper manufacturing facilities. Ms. Pearson coordinated field activities with team members and facility points of contact, including schedule, safety, sample and data management and performed field assessments with team members. The assessments included sampling and quantity estimation of suspect asbestos materials, X-Ray fluorescence (XRF) screening of damaged and intact paint suspected to contain lead, naturally occurring radiological materials screening and conducting a walkthrough inventory of other hazardous materials present at each facility.

Field Team Lead – USCG Safe Housing Initiative, Residential Hazard Assessments, Petaluma, California (2020)
Ms. Pearson led a six person team of Tetra Tech inspectors conducting residential property assessments of occupied and vacant single and multi-family housing at an active military training installation. The assessments included asbestos survey and sampling, lead-based paint surveys and risk assessments (including XRF screening, dust wipe sampling and soil sampling) and Radon testing. The team completed assessments of 97 individual units within a 3 week window. Ms. Pearson coordinated field activities with team members, base housing staff and residents, conducted property assessments, and managed sample shipments and laboratory data management.

Technical Lead - USPS Environmental Services and Minor Construction for Area 4, Multiple Locations in Area 4 and Nationwide (Ongoing)
Ms. Pearson is the technical lead of Tetra Tech industrial hygienists (IH) providing first level review of asbestos survey reports for the Roofing Asset Management Program (RAMP), providing abatement work plan development and review services for roof abatement, and assessment surveys. The IHs document their review on USPS' First Level Asbestos Roof Survey Report checklist. In multiple survey reports, the IHs have noted lack of proper or current inspector or laboratory certifications, insufficient sampling methodology, failure to follow more stringent state regulations, failure to perform USPS-required transmission electron microscopy non-friable organically bound (TEM NOB) laboratory analysis, and other issues that could expose USPS to liability. Ms. Pearson also conducts building inspections (asbestos, lead, mold) and environmental assessments of current or future own/lease facilities and provides third party oversight services during abatement activities.

Technical Lead – Hazardous Materials Services, Rental Car Quick Turnaround (QTA) Structure, Portland International Airport, Portland, Oregon (2017)
Ms. Pearson conducted a pre-demolition survey for the Portland Airport QTA before the vehicle maintenance operations were moved to their new facility. Ms. Pearson coordinated field activities with airport security and points of contact for the five rental car agencies active at the facility. The survey included sampling and quantity estimation of suspect asbestos materials, damaged and intact paint suspected to contain lead, and an inventory of other hazardous materials that required removal prior to building demolition. Ms. Pearson, conducted the surveys, interpreted sample results, and authored the survey reports. No asbestos containing materials or lead-based paint were identified during the survey.

Project Manager - Industrial Hygiene Services, AMPAC Fine Chemicals, Sacramento, California, (2006 – Present)
Ms. Pearson served as lead professional personnel for on-call industrial hygiene services for AMPAC Fine Chemicals. Ms. Pearson performs fume hood testing of laboratory work areas to ensure worker safety according to regulations, supplied air (grade D breathing air) testing and certifications, leak detection and repair (LDAR) testing of process equipment lines according to Sacramento Metropolitan Air Quality Control Board regulations, and respirator fit testing for employees using quantitative assessment for various types of respirators to ensure that all environmental, health and safety regulations are met according to OSHA standards. Ms. Pearson has also conducted asbestos materials inspection, passive badge testing and employee observations during testing.

Environmental Professional, Industrial Hygiene and Abatement Contractor Oversight Services, CenturyLink Garage, Billings, Montana (2015)
Ms. Pearson provided air monitoring and contractor oversight services during abatement of asbestos containing material (ACM) vinyl floor tiles associated mastic and wallboard within an occupied office area of the Billings garage. Ms. Pearson monitored the abatement contractor's procedures and controls for compliance with applicable regulations, performed perimeter air

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sampling to monitor effectiveness of engineering controls and prevent employee exposure, conducted post abatement inspections for removal completion and conducted final air clearance sampling for re-occupancy of the work area.

Environmental Professional, Environmental Compliance Due Diligence in Support of the United States Coast Guard Housing Sales: Three Housing Locations in California (2014 – 2016)

Ms. Pearson was part of a team of Tetra Tech scientists that conducted Phase I Environmental Due Diligence Audit (EDDA) investigations at three northern California United States Coast Guard (USCG) surplus properties (101 structures) planned for disposal. The EDDA were performed following 1998 Civilian Federal Agency Task Force Guide on Evaluating Environmental Liability for Property Transfer (CFATF Guide). The EDDA scope of work also included lead-based paint (LBP) inspection and condition assessment using X-Ray fluorescence (XRF) hand held analyzers, dust wipe sampling, and lead in soil sampling for housing units constructed prior to 1980. ACM survey and condition risk assessment survey were also conducted for all structures within the three housing villages. Ms. Pearson coordinated site visit logistics between site owners, site contacts and Tetra Tech personnel as well as scheduling equipment logistics and laboratory analyses. Ms. Pearson also acted as field team lead and point-of-contact for each housing village, coordinated field staff and subcontractors; performed XRF, dust wipe and soil sampling; performed ACM sampling, interpreted sample analysis, and authored the summary reports.

Environmental Professional, Hazardous Materials Services, Rockridge Shopping Center, Oakland, California (2014 – 2018)

Ms. Pearson was the field team leader of a team of Tetra Tech scientists that conducted a hazardous materials demolition survey of a strip-type mall containing two anchor stores, 12 retail tenant spaces and a separate free-standing bank. The survey including sampling and quantity estimation of ACM and damaged LBP and a detailed inventory of other hazardous materials (HHW) requiring removal prior to building demolition. Ms. Pearson coordinated field activities with the property manager and each tenant, scheduled Tetra Tech staff, conducted the surveys, interpreted sample results, authored the survey reports, wrote abatement specifications and conducted a bid walk with prospective abatement contractors. Ms. Pearson also performed oversight and air monitoring during abatement to verify compliance with regulatory requirements and verify removal completion. Ms. Pearson also initiated communication with local regulatory agency representatives as needed, to ensure compliance with regulations and reduce cost of waste disposal.

Environmental Professional. Boulder City Bypass Naturally Occurring Asbestos Project, Phase I Site Characterization, Railroad Pass to Silverline Road, Boulder City, Nevada (2014 – 2017)

Ms. Pearson was part of Tetra Tech's team of scientists that conducted the Nevada Department of Transportation (NDOT) Boulder City Bypass (BCB) Phase I site characterization project. The site characterization project defined the concentrations of naturally-occurring asbestos (NOA) in soils and bedrock materials that will be disturbed during road construction and determine the potential NOA levels during that construction and potential health risks to construction workers and community residents. The NOA concentration determinations supported an initial estimate of the human health risks from potential exposures to NOA, specifically for the construction workers and community residents. Ms. Pearson participated in collection of hundreds of surface soils, subsurface soils, deep alluvial materials, and bedrock samples for determination of actinolite concentrations along the nearly 15-mile-long project. Ms. Pearson also provided industrial hygiene services including air sampling equipment staging and calibration, personal air monitoring, and coordination of activity-based air sampling for each task expected during the construction project. Ms. Pearson also conducted exposure assessment sampling (air and dust) during aggregate processing in the Carson City and Las Vegas, Nevada materials processing facilities.

Environmental Professional, Asbestos Reevaluation Investigation of Inland Area Buildings, Former Naval Weapons Station, Seal Beach Detachment, Concord, California (2013 – 2014)

Ms. Pearson was part of a team of Tetra Tech scientists that completed an asbestos reevaluation (AR) to assess and report the current condition of known asbestos-containing materials (ACM) at all the buildings in the Inland Area at former Naval Weapons Station Seal Beach Detachment (NAVWPNSTA) Concord. The project involved three phases of work: (1) Phase 1 research phase, requiring a review of historical Navy and contractor asbestos inspection and abatement reports to determine the historical condition of ACM at the base; (2) Phase 2 field investigation phase, documented the presence and current condition of ACM identified in previous surveys and those surveyed for the first time, and (3) Phase 3, the reporting phase that presented the

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information gathered from the previous assessment and abatement reports and the current status of ACM in each building and provides recommendations of possible O&M or abatement requirements, if needed. Asbestos reevaluation surveys were performed for 60 previously surveyed buildings and structures, and initial surveys were completed at 72 buildings and structures and 19 of the 190 munitions bunkers. Ms. Pearson was involved in all phases of the project and was field team lead during field investigation activities.

Environmental Professional, Hazardous Materials Services, RESD - Chiller Line Upgrade, California Department of Corrections, California Medical Facility, Vacaville California (2012 – 2014)

Ms. Pearson conducted a limited hazardous material survey for the chiller upgrade project in Wing A, Wing B and Little Wing at the CMF facility that identified asbestos and lead-based paint within the project areas, requiring abatement prior to renovation activities and a work plan was prepared. As field lead, Ms. Pearson performed air monitoring services, assessment services as needed, abatement oversight, and final visual and air clearances. Ms. Pearson also prepared the project's final abatement report.

Environmental Professional, Asbestos-Containing Materials Surveys, Bureau of Land Management Properties, Northern and Central California on Behalf of Aarcher, Inc. (2013)

Ms. Pearson was part of a two-person Tetra Tech team that conducted AHERA protocol asbestos surveys, abatement cost estimating, and reporting for Government facilities in the Bureau of Land Management's (BLM) Northern California District Office and Central California District Office regions. Approximately 30 structures were surveyed within northern California including the Arcata, Redding, Alturas, Surprise, and Eagle Lake Field Offices. Approximately 50 structures were surveyed in central California and included the Carrizo Plain National Monument, Bakersfield, Hollister, Motherlode, and Bishop Field Offices. The surveys were completed under budget, on time with an expedited schedule.

Environmental Professional. Hazardous Material Assessment, AMC Theatres, Various Locations throughout the United States (2013 – Present)

Ms. Pearson is part of a team of Tetra Tech professionals performing asbestos, lead paint and mold hazardous materials surveys of movie theaters proposed for acquisition and renovation. As field team lead, Ms. Pearson ensures each survey is completed per client specific work plan and data documentation procedures, ensures the projects remain in compliance with all applicable regulations, and ensures the survey team perform safely without risk to team, occupants or public. Ms. Pearson has completed projects for this client in states across the United States.

Environmental Technician. Hazardous Materials Services, Coddingtown Mall Renovation and Demolition Project. Coddingtown Mall, Santa Rosa, California (2012 – 2013)

Ms. Pearson was part of a team of Tetra Tech professionals that conducted pre-demolition hazardous material services of a large retail mall, including a two-story Gottschalks anchor store and 46 retail stores comprising approximately 180,000 square feet of floor space. Ms. Pearson was part of a three-person team that conducted a hazardous material building survey to identify asbestos, lead paint, mercury containing light tubes and thermostats, and potential PCB containing light ballasts that would be disturbed during the abatement and demolition. Ms. Pearson also assisted with preparation of the hazardous materials abatement and demolition design work plan to remove materials identified during the survey. Ms. Pearson facilitated the contractor bid walk and assisted the client with contractor evaluation and selection recommendations. Ms. Pearson provided continuous on-site abatement oversight, air monitoring and clearance inspections and sampling over the course of the project and authored the final abatement report.

Environmental Technician, Hazardous Materials Services, Libby Amtrak Station – ADA Improvements, Libby Asbestos Superfund Site, Libby, Montana (2011)

Ms. Pearson conducted oversight and industrial hygiene services that involved air monitoring, soil sampling, and project documentation throughout the excavation phases of the Americans with Disabilities Act (ADA) improvements on the passenger ramp at the Libby Amtrak station. The oversight and air monitoring protocol were based on guidelines outlined in the work plan titled Site-Specific Asbestos Project Work Plan, Contract #1033, Amtrak ARRA Program at Libby, Montana, dated June 24, 2011. The asbestos project work plans addressed worker protection and other health and safety precautions related to excavation of soil that may contain vermiculite and asbestos fill materials within Operable Unit 6 (OU-6) of the Libby Asbestos Superfund Site. The U.S. EPA is the lead agency for the Libby Asbestos Superfund Site and the U.S. Army Corp of Engineers (USACE) is supporting

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EPA with the removal activities in various operable units within the Superfund site. Ms. Pearson provided daily air monitoring, soil sampling for vermiculite during construction, monitored worker health and safety procedures and conducted visual and air clearances at completion of the project. Ms. Pearson also authored the project's final summary report.

Environmental Technician, Hazardous Materials Services, California Conservation Corps (CCC), RESD - Tahoe Base Center Relocation, Meyers, California (2010 – 2013)

Ms. Pearson conducts hazardous materials abatement oversight, industrial hygiene services and final clearance air sampling for asbestos and mold on behalf of the California DGS-RESD. Ms. Pearson's duties included (1) monitoring and documenting contractors' abatement work methods, (2) performing perimeter and worker excursion and duration air monitoring and providing for air sample analysis, (3) conducting visual clearance inspections of each regulated area upon completion of asbestos abatement, lead-related removal, and molded building materials abatement; (4) providing air clearance monitoring prior to deregulating regulated work areas, and (5) preparing final reports of activities after each phase of the project.

Environmental Technician, Hazardous Material Assessment, RESD Oroville Department of Motor Vehicles, Oroville, California (2011)

Ms. Pearson led a team that conducted a limited hazardous material building inspection for asbestos and lead based paint that would be disturbed during the planned heating, ventilation and air conditioning upgrades at the site. Ms. Pearson prepared the Health and Safety Plan, Sampling and Analysis Plan, conducted the survey and produced the results report of the survey. Americans with Disabilities Act renovations were also planned for the site; however, Ms. Pearson assisted the client with a review of previously conducted hazardous materials surveys completed at the facility. Results of the previous report reviews eliminated the need for additional construction material sampling and resulted in a substantial cost reduction for the client.

Environmental Technician, AFCEE Hurlburt Field, Hazardous Material Assessment, Fort Walton Beach, Florida (2010)

Ms. Pearson was part of a team of Tetra Tech professionals that conducted a pre-renovation hazardous materials survey (asbestos and lead-based paint) for Dormitory 90334 at Hurlburt Field near Fort Walton Beach, Florida. Ms. Pearson collected bulk samples of suspect building materials and paint chips, quantified suspect materials, and prepared chain of custody paperwork and samples for shipping.

Project Manager, 500 4th Street, Limited Asbestos and Lead-based Paint Investigation, West Sacramento, California (2010)

Ms. Pearson conducted a pre-renovation inspection and sampling survey for potential asbestos containing building materials and damaged lead-based paint that could be disturbed during structure remodeling activities. Ms. Pearson prepared the sampling and analysis plan, health and safety plan, collected samples, interpreted laboratory results, and prepared the summary report of findings. Ms. Pearson also recommended specific materials handling and worker protection methods based on investigation results.

Environmental Technician, On-Call Hazardous Materials Surveys, Private Pharmaceutical Chemical Manufacturer, Rancho Cordova, California (2010 – Present)

Ms. Pearson conducts on-call hazardous material (asbestos) surveys of suspect building construction materials prior to remodeling or disturbance. Ms. Pearson conducts the sampling, interprets laboratory analyses, interprets regulations applicable to analyses and recommends materials handling and worker protection levels in each project summary report.

Environmental Technician, Caltrans FRE-168pm45-65 Shaver Lake Limited Environmental Assessment Bridges BR 42-0111, BR 42-0121, BR 42-0122, Fresno County, California (2010)

Ms. Pearson was project manager for a limited environmental assessment for the California Department of Transportation (Caltrans) under the Caltrans quick response contract. The limited environmental assessment activities were conducted at three Highway 168 bridges planned for repair and construction in eastern Fresno County. The limited environmental assessment included pre-construction air monitoring - up wind and downwind of each bridge structure, an asbestos survey of bridge construction materials, a lead-based paint survey of bridge coatings, and limited soil sampling for metals along the roadway shoulders at each bridge. Ms. Pearson authored the project work plan and health and safety plan, collected samples of all proposed media, interpreted laboratory sample analyses, and authored the project's final summary report.

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Environmental Technician, Environmental Assessment Services, City of Cedar Rapids, Cedar Rapids, Iowa (2010)
Ms. Pearson was part of a team of Tetra Tech professionals that conducted pre-demolition asbestos and mold surveys, household hazardous waste identification, and pre- and post-abatement visual inspections of 1,500 flood damaged residential properties in the City of Cedar Rapids. The work was conducted under the direction of the Federal Emergency Management Agency (FEMA), in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations as adopted by the U.S. Environmental Protection Agency (EPA). The assessments performed include the collection of asbestos-containing building materials and molded building materials and inventorying household hazardous waste, chemicals and appliances. Visual inspections of abatement areas were completed to ensure hazardous materials were removed per scope of work prior to building demolition and parcel restoration.

Environmental Technician, Troy Asbestos Property Evaluations (TAPE) (Libby Superfund Site), Troy, Montana (2009)
Ms. Pearson was part of a team of Tetra Tech scientists working for the State of Montana Department of Environmental Quality (DEQ) and the EPA Region 8 to perform property evaluations of all residential, commercial and roadway properties throughout the town of Troy, Montana. Ms. Pearson performed environmental investigations to search for Libby Amphibole (LA) contamination, which is associated with the vermiculite mine of Libby, Montana. Ms. Pearson conducted interior and exterior structure investigations, soil sampling, resident interviews, and aggressive attic inspections to determine whether LA-contaminated vermiculite had been transported to these sites and if it exists at concentrations that pose risks to human health.

Project Manager, Vagabond Inn - Limited Asbestos and Lead-based Paint Investigation, Rancho Cordova, California, (2009)
Ms. Pearson conducted a pre-renovation inspection and sampling survey for potential asbestos containing building materials and potential lead-based paint that could be disturbed during hotel remodeling activities. Ms. Pearson prepared the sampling and analysis plan, health and safety plan, collected samples, reported findings and submitted investigation results to the local permitting agency.

Environmental Technician, Asbestos Surveys for Vandenberg Air Force Base, California (Army Corp of Engineers and Environmental Flight Plan, Vandenberg Air Force Base) (2008 – 2009)
Ms. Pearson was part of a team of Tetra Tech scientists that conducted hazardous building material surveys for asbestos on Vandenberg Air Force Base facilities encompassing approximately 600 buildings and 3,250,000 square feet. The purpose of these surveys is to evaluate the buildings for the presence, quantity, locations, and characterization of ACM that may require pre-renovation/demolition abatement in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations as adopted by the U.S. Environmental Protection Agency (EPA).

Environmental Technician, Hazardous Materials Services, AOC Sisk Building, Fresno, California (2008 – 2009)
Ms. Pearson was part of a team of Tetra Tech scientists conducting hazardous materials abatement oversight and final clearance air sampling. Duties include visual clearance of asbestos abatement areas, containment inspection, and final clearance air monitoring for the work areas as described in the abatement specifications. The final clearance air monitoring was performed by phase contrast microscopy (PCM) analysis as specified in 40 CFR 763 to determine the acceptability of the work areas for re-occupancy without the use of personal protective equipment.

Project Manager, Hazardous Material Survey for Alvarado Middle School, Union City, California (2008)
Under direction of a Certified Asbestos Consultant, Ms. Pearson led a team that conducted a hazardous material building inspection for asbestos, lead-based paint, mercury switches and lighting ballasts of an occupied school building. Ms. Pearson prepared the Health and Safety Plan, Sampling and Analysis Plan, conducted the inspection, and prepared the results report of the survey.

Environmental Technician, Limited Soil Investigation, Sacramento Municipal Utilities District (SMUD), Sacramento, California (2008)
Ms. Pearson led a team that conducted a limited soil investigation for asbestos in soil at the SMUD former nuclear generation plant Rancho Seco, California. Ms. Pearson prepared the Health and Safety Plan, Sampling and Analysis Plan, conducted sampling, and prepared the results report of the investigation.

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Emergency Response

Technical Lead - Hazardous Materials Assessment and Debris Removal Operations, Multiple Locations in California (2015 – 2018)

Ms. Pearson is Tetra Tech's field lead CAC for asbestos assessment and removal oversight during wildfire recovery operations in California. Ms. Pearson has led a team of asbestos consultants in these services for five major fire events - Middletown Fire in Lake County, assessed approximately 200 commercial structures – client A.J Diani; Erskine Fire in Kern County, assessed approximately 300 residential properties – clients Calrecycle/OES, Kern County; Clayton Fire in Lake County, assessed approximately 150 residential properties – clients Calrecycle/OES, Lake County; Detwiler Fire in Mariposa County, assessed approximately 350 residential properties– clients Calrecycle/OES, Mariposa County; and Helena Fire in Trinity County, assessed approximately 110 properties, – clients Calrecycle/OES and Trinity County; Thomas Fire in Ventura County, assessed approximately 500 residential properties – clients Calrecycle/OES and Ventura County . Ms. Pearson provided suspect asbestos materials identification and sampling, provides data and regulation interpretation, performs abatement oversight and clearance inspections, coordinates schedule of asbestos certified field staff and assists with coordination of abatement contractors.

Environmental Technician, Enbridge Line 6B Pipeline Release – U.S. EPA START Response, Marshall, Michigan (2011)

Ms. Pearson was part of a team of Tetra Tech scientists conducting fieldwork to characterize and delineate the extent of submerged oil in the Kalamazoo river channel, oxbows, islands and ponds. Ms. Pearson accessed remote river locations by air boat and conducted an innovative method of real time assessments of visually assessing areas of mobilized subsurface oil and then mapping them using a Leica global positioning satellite (GPS) unit. This innovative approach worked to confirm the effectiveness of ongoing cleanup activities and help focus submerged oil recovery efforts along the river. Ms. Pearson also delineated buoy placement locations and verified cleanup areas. The team also developed a quality control program to determine the effectiveness of measuring and mobilizing submerged oil from river sediments at decreasing temperatures. This program was used to confirm to regulatory agencies when cleanup efforts should be completed for the season due to decreasing surface water temperatures.

Environmental Technician, EPA START Support for the Pittsburg Zinc Investigation. Pittsburg, Kansas (2009)

Ms. Pearson conducted field work for the EPA Region 7 START Pittsburg Zinc project in Pittsburg, Kansas. Her work included surface soil sample collection in sensitive receptor areas such as schools, parks, and daycares; x-ray fluorescent (XRF) screening for lead; and reporting activities.

Environmental Technician, EPA START Emergency Response Support for the Iowa 2008 Flood Event (2008)

Ms. Pearson provided on-site response support during the Iowa River floods in eastern Iowa. Ms. Pearson conducted air-sampling using real-time DataRam particulate analysis and asbestos TEM cassette sampling, monitored sampling results and reported daily activities and schedule. Ms. Pearson also conducted hazardous waste site reconnaissance to identify hazardous materials and bulk petroleum tanks/vessels that were swept from their associated facilities into the river, and onto private properties located along the flood line of the Iowa River. Ms. Pearson also interacted with community members and scheduled materials pick up.

Site Investigation

Environmental Technician, Military Ocean Terminal Concord, Litigation Area, Long-Term Groundwater Monitoring, Concord, California (2011)

Ms. Pearson was part of a team of Tetra Tech scientists conducting long-term monitoring of contaminant transport within the Litigation Area marsh surface and slough, during semi-annual monitoring events. Field work includes multiple mobilizations for collection of groundwater, slough sediment, marsh surface sediment, soil, slough surface water, plant and invertebrate tissue, and groundwater water level data. Ms. Pearson's duties include groundwater depth measurement, well development, low-flow sample collection using peristaltic pumps, sample preparation and packaging, and chain-of-custody documentation.

Environmental Technician, Groundwater Monitoring, NRTF Dixon, Dixon, California (2010)

Ms. Pearson was part of a team of Tetra Tech scientists working for the U.S. Navy collecting groundwater monitoring data to support remedial investigation activities at Installation Restoration (IR) Sites 1, 2, 3 and 4. Ms. Pearson collected groundwater using low-flow micro purge pumps. Her duties include groundwater well development, sample collection at multiple well sites,

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recording detailed information relating to each well (purge rate, flow volume, etc.), preparing samples for the lab (labeling, bottling, packaging, etc.), and preparing chain of custody paperwork.

Field Technician, Domestic Well Monitoring Program, Yerington Mine Site, Yerington, Nevada; Environmental Protection Agency, Region IX (2010 – Present)

Ms. Pearson is part of a team of Tetra Tech scientists performing domestic well water sampling for contaminant characterization and potential migration analysis of mine related chemicals within the water table. On behalf of the EPA, Tetra Tech collected water samples from selected residential wells concurrently with the consultant for the former mine. Her duties included sample collection at multiple well sites, recording detailed information relating to each well (water quality parameters, flow volume, etc.); preparing samples for the lab (labeling, bottling, packaging, etc.), and preparing chain of custody paperwork.

Environmental Technician, Phase I Environmental Site Investigation, Sacramento Municipal Utility District Sacramento, California (2009)

Ms. Pearson conducted a Phase I ESA for three contiguous parcels of industrial land equaling approximately 16 acres. The property was previously used as electrical cogeneration plant and is suspected to contain unregulated fill from historical landfill activities. Several on site and off site recognized environmental concerns (RECs) were discovered and a Phase II ESA investigation was recommended.

Environmental Technician, Groundwater Monitoring, Naval Air Station Lemoore, Lemoore, California (2009)

Ms. Pearson was part of a team of Tetra Tech scientists working for the U.S. Air Force collecting annual groundwater monitoring data to support remedial investigation activities at Installation Restoration (IR) Sites 5 and 14. Ms. Pearson collected groundwater using low-flow micro purge pumps and with manual bailers. Her duties include gathering samples at multiple well sites, recording detailed information relating to each well (purge rate, flow volume, etc.), preparing samples for the lab (labeling, bottling, packaging, etc.), and preparing chain of custody paperwork.

Environmental Technician, Storm Water Sampling, Caltrans, Northern California (2008 – 2011)

Ms. Pearson is part of a team of Tetra Tech scientists working for the California Department of Transportation on the Porous Pavement Storm Water monitoring project in Davis, Red Bluff, and Marysville, California. Her duties include gathering samples at multiple monitoring stations, recording detailed information relating to each site (collection time, rainfall amount, etc.), preparing samples for the lab (labeling, bottling, packaging, etc.), preparing chain of custody paperwork, and resetting monitoring stations.

Environmental Technician, Remedial Investigation/Feasibility Study, Aerojet Corporation, Sacramento, California (2005 – 2009)

Ms. Pearson provided technical and administrative support for a team of Tetra Tech scientists on remedial investigation and feasibility study planning and investigation for a 5,900-acre Superfund site that was used to develop rocket propulsion systems. Activities included preparation of sampling and analysis plans and quality assurance project plans for multiple operable units. This has involved reviewing historical information, aerial photo review, compilation of past data, preparation of site summaries, and site reconnaissance. Administrative duties include report preparation, formatting, and production, and monitoring well log development.

Environmental Technician. Phase I and II ESA, DR Horton/Western Pacific Housing, Central and Northern California, and Oregon (2003 – Present)

Ms. Pearson is part of the team of Tetra Tech scientists working for DR Horton/Western Pacific Housing in the completion of real estate due diligence reporting including Phase I and Phase II Environmental Site Assessments. The team also conducts soil sampling of historical agricultural land prior to its redevelopment as residential land, emergency response actions, and asbestos and lead-based paint surveys. The team has completed hundreds of projects for this client in Central and Northern California.

Environmental Technician, Phase I ESA and NEPA Compliance, Telecommunication Companies throughout California (2000 – 2004)

Ms. Pearson was part of a team of Tetra Tech scientists working for private clients in the completion of real estate due diligence reporting under ASTM Phase I Environmental Site Assessments and Transaction Screening Process for wireless antenna sites and

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commercial/retail locations. The team also completes NEPA reports for construction of wireless antenna sites. The team completed over 300 Phase I ESA and NEPA reports for clients in California, Nevada and Colorado.

Project Administration

Project Administrator. Base Wide Program Management, U.S. Navy Alameda Point/FISCA. Alameda, California (2003 – 2011)

Ms. Pearson provided project management support for the U.S. Navy base wide project management program at the former Naval Air Station Alameda, Alameda Point, and the Fleet Industrial Supply Center Oakland/Alameda Annex (FISCA), in Alameda, California. Ms. Pearson managed community and regulatory meetings, tracked regulatory schedules, coordinated public relations activities and interfaced between the Navy, regulatory agencies, and the public.

Environmental Technician, U.S. Navy Alameda Point (2000 – 2011)

Ms. Pearson has provided technical, project management and data management support to the RI/FS, RCRA, UST, and conveyance programs at the former U.S. Navy Alameda Naval Air Station (Alameda Point), which is a Superfund site. Activities included preparation of project documents including but not limited to remedial investigation (RI) and feasibility study (FS) reports, technical memorandums, proposed plans and records of decision; participation in Base Realignment and Closure Cleanup Team and Restoration Advisory Board meetings; maintaining documentation of and negotiation of Navy and regulatory agency agreements; and project schedules. Ms. Pearson also co-authored the draft base wide finding of suitability for transfer (FOST) report.

Environmental Technician, Naval Computer and Telecommunications Station, U.S. Navy, Stockton, California (1998 – 2002)

Ms. Pearson performed data management support and assisted Tetra Tech project chemists and scientists conducting remedial investigation projects at NCTS Stockton. Three of the largest Contract Task Orders (CTO), when combined, required collection, analysis, and data validation of over 5000 samples. Analyses required included CLP Semi volatiles, CLP Volatiles, CLP Metals, CLP Pesticides, volatile and semi volatile TPH, California Waste Extraction Technique (WET) analyses, and landfill gases, as well as analyses performed by mobile laboratories at the site. Ms. Pearson reviewed laboratory data packages, logged analyses into SAMTRAK database, reviewed data validation packages and prepared hard copy data packages for storage.

ADDITIONAL TRAINING/CERTIFICATIONS

ASTM Technical and Professional Training, 'Environmental Site Assessments for Commercial Real Estate', March 2001

California Department of Public Health (CDPH) - Lead in Construction Inspector and Risk Assessor Training, 2010 – Current (general lead refresher)

CDPH - Lead in Construction Supervisor and Project Monitor Training, 2015 – Current (general lead refresher)

CPR/First Aid, 2003 – Current

OSHA Hazardous Waste Operator (HAZWOPER 40 Hour Training) 2003 – Current

OSHA HAZWOPER Supervisor - Current

OSHA 30-Hour Construction Safety – 2010

EPA Accredited:

- Asbestos Inspector Training, 2008 – Current
- Asbestos Management Planner Training, 2008 – Current
- Asbestos Contractor Supervisor Training, 2008 – Current
- Asbestos Project Designer Training, 2013 – Current

EPA Certified Lead-Based Paint Inspector - Current

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EMLab P&K:

- Mold: Health Effects, Sampling and Data Interpretation 2011, 2012, 2018
- Strategies for Mold Investigations and Sampling, 2014, 2015, 2017
- The Science and Ambiguity of Asbestos Testing, 2013, 2015
- Bacteria, including Legionella, and MRSA, Allergens and Risk Communication, 2012

EPA Introduction to Mold and Mold Remediation for Environmental and Public Health Professionals

FEMA: IS-00100.b Introduction to Incident Command System ICS-100

FEMA: IS-00200.b ICS for Single Resources and Initial Action Incident, ICS-200

Florida Asbestos Inspector –expired

Illinois Asbestos Inspector - expired

Nevada Asbestos Abatement Consultant – current

North Dakota Asbestos Inspector – expired

NIOSH 582E Microscopy

Radiation Safety and Operator Training (X-Ray fluorescence)

Tetra Tech Technical Writers Training Course

Tetra Tech Project Manager Training

Tetra Tech Confined Space Awareness Training

USACE EM 385 1-1 - currentList

ADDITIONAL EXPERIENCE

Windows Office, Adobe Professional

EMPLOYMENT HISTORY

1998 – Present	Environmental Professional, Tetra Tech, Sacramento, California
1997-1998	Kelly Services, Sacramento, California
1997	Newbold Cleaners, Sacramento, California
1990 – 1997	Chicago West Nightclub, Carmichael, California

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TETRA TECH

Jodi Gunning,
Background Soil Analysis Team Lead

EXPERIENCE SUMMARY

Ms. Gunning is an Environmental Scientist with nearly two years of experience in wildfire ecology surveys and three years in fire remediation work. Ms. Gunning provides troubleshooting/problem resolution for field soil samplers and sample coordination. Ms. Gunning trains field and data team members to ensure the highest quality of production and efficiency is achieved while keeping safety a priority. Ms. Gunning conducts hazard site assessments, asbestos surveys, soil sampling, air monitoring, and data management for debris removal operations.

EDUCATION

B.A., Environmental Science, University of California Santa Cruz, 2017

Graduate Certificate, Fish and Wildlife Management, Oregon State University, 2022

AREA OF EXPERTISE

Quality Control,
Data Management
Data Analytics/Validations
Troubleshooting
Report Writing
Ecology Surveys
Endangered Species Surveys
Environmental Risk Assessments

KEY TRAINING/ CERTIFICATIONS

40 Hour HAZWOPER 2019
8 Hour Confined Space 2020
8 Hour HAZWOPER 2021
8 Hour HAZWOPER 2022

OFFICE

Oakland, CA

YEARS OF EXPERIENCE

4

CONTACT

510-302-6271

Jodi.Gunning@tetratech.com

RELEVANT EXPERIENCE

Fire Remediation

Environmental Crew Lead, Dixie Fire, CalRecycle – October 2020-Current. Ms. Gunning is managing the soil sampling field quality control team. She is training and managing staff to preform quality control measures on sampling forms coming in from field teams. She preforms document review, auditing and editing. She is also a back-up soils field supervisor. She is uses problem solving skills to support field staff and QC staff.

Environmental Crew Lead, North Branch Fire, CalRecycle – December 2020- September 2021. Ms. Gunning is managing the soils field QC team. She is preforming quality control measures on sampling forms coming in from field teams. She is doing field document review and editing. She is also a back-up soils field supervisor. She is an active member on the soils daily reporting crew and helps process data from the lab.

Environmental Unit Lead, Camp Fire, CalRecycle - January 2019-July 2020. During Individual Property Report (IPR) production Ms. Gunning managed quality control for 16,000 soil maps for 12,000 sites. She supported 100+ staff members in preparing 12,000 summary reports. Ms. Gunning performed document production and quality control of IPRs. Ms. Gunning performed quality control analysis of soil data results from labs. She supported field teams by providing quality control review of field documents. Ms. Gunning performed hazard site assessments surveys in which she assessed the area for hazards, photographed the site and drew a map of debris for removal. She assisted in conducting asbestos assessments and collecting asbestos samples. She returned to sites after debris removal to collect soil samples where debris had been removed during the wildfire recovery efforts from the

Environmental Unit Lead, Carr Fire, CalRecycle - January 2019-August 2019. Ms. Gunning performed document production and quality control of IPRs during the wildfire recovery efforts from the Carr Fire Incident; over 1,200 program-registered residential properties were affected in an area (Redding, Shasta, French Gulch) of Shasta County, CA. Ms. Gunning completed data summary reporting and IPR compilation and review.

Environmental Unit Lead, Mendocino Fire, CalRecycle - January 2019-October 2020. Ms. Gunning performed hazard site assessments surveys in which she assessed the area for hazards, photographed the site and drew a map of debris for removal. She assisted in conducting asbestos assessments and collecting asbestos samples. She returned to sites after debris removal to collect soil samples where debris had been removed during the wildfire recovery efforts from the Mendocino Complex Fire Incident; over 170 program-registered residential properties were affected in an area (Lakeport, Upper Lake, Lucerne, Nice, Lake Pillsbury) of Lake, Mendocino, Colusa, and Glenn Counties, CA

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Risk Assessment

United States Environmental Protection Agency - Region 9, Response, Assessment, and Evaluation Services (RAES) - October 2019-Current. Ms. Gunning has written several ecological risk assessments for the RAES project. She pulls data from field documents and other resources to evaluate ecological risk for each site. She makes a removal action recommendation based on the data she analyzed.

Phase 1 Site Assessment

National Aeronautics and Space Administration (NASA) - November 2019-January 2020. Ms. Gunning assisted with a phase 1 site assessment at NASA AMES looking into Per- and polyfluoroalkyl substances (PFAS) contamination. She analyzed historical documents and conducted interviews with people on site to identify sources and potential sinks of PFAs contamination. She is planning to lead the PFAs field sampling efforts in spring 2020.

Environmental Sampling

Prometheus Real Estate Group - February 2020-Current. Ms. Gunning was the lead for a construction site for Prometheus at 1710 Villa. Where she conducted routine air monitoring for dust pollution. She also conducted periodic air sampling for contaminates at different stages of the project.

UC Berkeley - March 2019, October 2019. On several occasions Ms. Gunning participated in well monitoring at Richmond Field Station. She worked with a team to locate and measure depth to water in wells. She collected samples for the ongoing study to analyze water quality on site.

Port of Redwood City - April 2019. Ms. Gunning conducted a quarterly review of at Port of Redwood City. She collected storm water from the outlets releasing water from site into the bay. She took photos and took details notes regarding the condition of storm drainages to be used in a report to client on how to better manage storm drains.

OTHER EXPERIENCE

Natural Resources Intern, Redwood City, CA, San Mateo County Parks, 2018. While working for the San Mateo County Park department Ms. Gunning monitored San Bruno Mountain County Park's endangered species including Mission Blue, San Bruno Elfin, and Callippe Silverspot butterflies. She supervised contactors assisting with monitoring. She identified and mapped butterfly host plants, nectar plants and invasive plants of San Bruno Mountain on GIS. Collected and analyzed data for annual Habitat Conservation report. She assisted leading the annual Habitat Conservation Plan hike with state and local government agencies and neighbors of San Bruno Mountain. She led volunteers in restoration planting and invasive species removal at multiple county parks.

Park Ranger, Redwood City, CA, San Mateo County Parks, 2017-2018. Ms. Gunning supervised and trained seasonal park staff. She provided customer service and educated guests about parks services and ecology of the park. She organized and lead Bike Sunday, Dia de Los Muertos, Wunderlich Christmas and other special events for the community. Planned and lead guided educational hikes for the public and Peninsula Open Space Trust. She performed year around trail maintenance to ensure accessibility for park patrons. She operated small motor equipment including leaf blower, pole saw, weed eater, and hedger. She performed and supervised weekly parks upkeep of facilities.

California Ecology, University of California Santa Cruz, 2017. Traveled around California to executed field ecology work in a variety of weather conditions in rugged accommodations. Learned and practiced identifying wildlife and plants. Designed research to study caterpillar substrate preference, plant distribution in correlation to Creosote bush composition of burned and unburned plants serpentine soil. Designed, conducted a research study and collaborated to write a formal scientific paper analyzing Coast mule deer foraging patterns across temporal scales to understand and analyze preferences. Presented analysis in scientific paper as well as formal presentation.

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Fish Hatchery Intern, Davenport, CA, University of California Santa Cruz, 2016. Ms. Gunning performed spawning procedure on Coho Salmon with a group of professional biologists at the fish hatchery located in Davenport, CA. Studied and cared for fingerling Coho Salmon to ensure they had not contracted an airborne fungus that was prevalent that year. Daily tasks included feeding and general site maintenance. Weekly tasks involved measuring fish growth rates, water flow and tank cleaning.

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TETRA TECH

Doug Kokesh

Lead Arborist

25+ YEARS OF EXPERIENCE

Education

Chapman University System, Master of Business Administration (MBA) with concentration in Human Resources Management

Chapman University System, Master of Public Administration (MPA) with concentration in Executive Public and Non-Profit Leadership

Chapman University System, Master of Arts in Organizational Leadership (MAOL)

Northern Arizona University, Bachelor of Science Degree in Forestry / Multi-Resource Management (1992)

Fullerton College, Associates Degree in Pre-Forestry (1990)

EXPERIENCE SUMMARY

Mr. Kokesh's dedication, conscientiousness and focused approach, including a collaborative management style blends well with his 25+ years' experience in state, municipal, institutional, consulting and private work environments. Coupled with graduate degrees in business/public administration and organizational leadership, an undergraduate science degree in forestry/multi-resource management, and credentialing and/or experience in line clearance/vegetation management, municipal & institutional arboriculture and urban forestry, pest control/plant growth regulation, landscape design, irrigation auditing, recycled water site management, erosion & storm water protection, and playground safety; Mr. Kokesh is primed to provide excellent operational leadership at an executive level in which he can actively and enthusiastically engage in the achievement of private, institutional or local government-related agencies' mission statement goals and objectives. His wealth of knowledge, experience and skills can be used to add credibility and expertise to most any agency or firm looking for ethical leadership, sound decision-making capabilities, and a positive approach to building and sustaining morale.

RELEVANT EXPERIENCE

Registered Professional Forester Designee / Senior Lead Arborist / Project Manager (July 2020 – Present)

Tetra Tech, Inc. | Maitland, FL

Essential worker providing wildfire disaster response to Butte County and Town of Paradise (Northern California Branch). Facilitated 1000's of on-site tree assessment property surveys to determine imminent threat and short and medium-term viability (1-5 years) of trees moderately-severely impacted by wildfire.Clearly marked confirmed hazard trees, recorded pertinent information and catalogued tree(s) in an electronic database. Determined whether tree(s) met the eligibility criteria outlined by FEMA. Depending on project phase and/or reporting entity, tree risk assessments were performed to identify hazardous trees with the potential for posing a threat to the safety of incident hazmat/structural debris removal crews, public and utility rights-of-way, and other improved public and private property or infrastructure. Trained arborist team members using outlined rating criteria and reporting expectations provided by client(s). Additional training provided in the use of forestry-specific and general use measurement tools (i.e., laser rangefinder/hypsometer, clinometer, Trimble/Garmin/Magellan geospatial handheld & backpack unit data collectors, comprehensive 2-D interactive parcel data mobile apps, pertinent government supported GIS land/parcel survey lookups & infrastructure overlays). Provided a high-level of oversight, advisement and affirmation in the development and mentoring of team members using a task repetition approach aimed toward fostering confidence and competence. Geared arborists' mindsets toward understanding the importance of work product consistency amongst all members of the team, especially accuracy and eliminating as much subjectivity as possible when applying provided rating criteria. Acted as cross-over crew leader (as needed and outside of the scope of solely being used as Tetra Tech's Senior Arborist/Forester) often being heavily relied upon to be the point of contact for government officials, sub-contractors, suppliers, non-profit/advocacy groups, the general public and as media/public relations

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spokesperson (as needed and/or called upon). Performed administrative duties, including timesheet verifications, safety and COVID-19 briefings, daily dispatch preparation, expense tracking and reporting, supplies and materials acquisition.

Urban Forestry Consultant / Parks, Landscape & Urban Greenspace Planner (March 1999 – Present)

Owner/Self-Employed | Orange,CA

Over 4,000 hours of documented and billed time for work performed in conjunction with the development and/or implementation of approximately 350 arborist reports, urban forest management plans, master street tree plans, park and tree improvement inventories, tree valuation estimates, standard specifications for tree transplantation and tree protection guidelines (i.e. – for grading contractor operations around historic, landmark, and/or trees of significance), contracted by municipalities to perform independent inspection/auditing of line clearance companies retained by Pacific Gas & Electric and Southern California Edison, miscellaneous technical correspondences, expert witness testimony, landscape/greenbelt designs, comprehensive park assessments & recommendations, playground safety inspections, species palette recommendations, grant package preparations, Tree City/Campus USA & Growth Award applications, tree risk assessments, civic and professional speaking engagements & workshops, and municipal and non-profit project management associated with bond monies earmarked for landscape, park, turf/irrigation water-wise renovations/retrofits and urban forestry-related initiatives.

Tree Care Division & Regional Accounts Interim Manager / Senior Arborist (September 2015 – July 2017)

Bemus Landscape, Inc. & Harvest Landscape Enterprises, Inc. – San Clemente & Orange, CA

For both companies, responsible for the management of all aspects of tree service jobs through the efficient use of labor and materials. Provided staff supervision that produced desired profit margins and achieved optimal customer satisfaction. Responsible for solely creating up to $7.6M in proposals and generating $2.6M in revenue annually. Inspected trees for a diverse assortment of insect, injury and disease. Reviewed all customer requests for pruning and removals. Oversaw the performance of specialized pruning and takedowns, including the installation of cabling and bracing. Recommended solutions regarding species selections and site locations. Produced tree pruning schedules, proposals and inventories. Addressed organic and environmental hazards associated with tree pruning (i.e., utility lines, space requirements, work that necessitated the use of a crane/aerial lift, etc.) while ensuring that all mandated safety compliances were being adhered to, including the training, site monitoring and verification that individuals were certified (if required), properly equipped and competent to perform high risk tree care activities.

Tracked project statuses and closed projects appropriately through the completion of necessary paperwork, invoicing, timecard verifications and safety documentation sign-offs. Secured all local safety permits and right-of-way considerations inclusive of the preparation of traffic control plans as needed. Trained, coached, and disciplined all tree division staff while role modeling all administrative policies and procedures. Certified Tree Care Safety Professional (CTSP) credential holder.

Maintenance Superintendent, Parks & Urban Forestry / City Arborist (June 2014 – May 2015)

City of Costa Mesa, CA – Department of Public Services – Maintenance Division

Responsible for the creation and oversight of annual budget of $5.5M consisting of three (3) of the Maintenance Division's programs. Prepared annual budget recommendations, proposals and forms for Division Manager and Department Director for Landscape, Urban Forestry and Graffiti Programs, including requested budget increases, capital improvement projects (with priority rankings), labor forecasts and staffing increase justifications, professional development funding considerations, bilingual pay, and asset replacement (high dollar equipment/fleet purchases). Responsible for the skilled supervisory and administrative work in the planning, design/development, and coordination of activities associated with the following: landscaping and irrigation of citywide medians, parks & parkways; urban forestry programs & management; outdoor recreation, sports complexes, bathroom and picnicking facilities/structures; pest, & apian control; janitorial & graffiti services. Directly oversaw and monitored all in-house and contracted work for the Parks & Urban Forestry Section, including tree maintenance, landscape maintenance, park & athletic facilities maintenance and repair (e.g., bathrooms, playground equipment, picnic shelters, designated historical landmarks, snack bars & gift shops and informational kiosks), herbicide and pesticide application, program-specific contractual janitorial services, graffiti crew and lake maintenance contracts. Administered the execution of various CIPs from inception/planning phase to completion. Directed staff of 19 employees and 2 supervisors on day-to-day operations, special event needs and emergency service dispatch. Provided plan checks and reviews, conditions of approval and contractual/price agreement "sign-offs". Additional provisions provided to Engineering Division in the form of proposed project assessments, recommendations and tracking that involved landscaping and irrigation improvements citywide. Created and maintained cyclic

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schedules for subordinates to follow and submit (i.e. - budget proposals, end-of-year spending, employee evaluations, etc.). Inspected locations related to tree issues requiring certified arborist input and final decision-making.

Acted as City Arborist in dual capacity while also acting as Maintenance Superintendent performing the duties as described above. Coordinated Park maintenance activities with outside departments and agencies to insure that no conflicts occurred in terms of scheduling or agendas associated with specific resources (e.g., fields, group picnic areas). Coordinated $100K tree planting program in first year of employment as a City Council funded special project in addition to regular duties. Worked directly with Southern California Edison line clearance inspectors and their contractor to carefully develop and implement grid trimming operations and removals. Daily inspection and consultations with contracted crews during the periods of the year in which City right-of-way trees were being maintained for line clearance. Developed and presented reports and presentation materials for/to City Council and the Parks and Recreation Commission pertaining to public requests and Division accomplishments. Researched and prepared informational packages and synopses for the City Attorney regarding received Claims for Damages. Represented City in court proceedings associated with Claims for Damages. Participated in design review process as Maintenance Services Division committee member and City Arborist. Active involvement with Costa Mesa Water District regarding new drought restrictions & in developing expanded recycled water use plan for the City to better conform to State water usage mandates.

Manager, Grounds & Landscape Services, Roadway and Parking Lot Maintenance - Admin II (August 2006 – June 2014)

Humboldt State University – Facilities Management / Plant Operations | Arcata, CA

Provided professional, technical and managerial leadership for the University's 145-acre campus, while responsible for the daily operation and maintenance of all campus outdoor facilities and resources. Advised on the future development of the campus landscape including responsibility for the design, stewardship and preservation of the campus's heritage and reputation for aesthetic beauty. Implementation of IIPP, hazardous materials handling and Cal OSHA required programs. Principal duties and responsibilities:

- Provided daily leadership, work instruction, training and performance evaluations to full-time permanent, seasonal temporary/intermittent-hourly and student assistant staff of 8-22 employees from two different CSU Bargaining Units (staffing fluctuations due to needs based on time of the year, project loads & available departmental funding)
- Development and oversight of maintenance unit budgets that ranged between $1.1M – $1.4M annually
- Prepared and/or updated numerous job classifications/position descriptions and recommended career path development training curricula for future advancement among classifications
- Responsible for upkeep of unit's asset inventory maintenance, inclusive of repair coordination and in making researched recommendations for future vehicle and equipment replacement with plant operations fleet services
- Developed Unit's annual goals and objectives in alignment with University's mission and values statement and current strategic plan
- Read, interpreted and provided "take offs" from blueprints and plans; prepared landscape, conceptual, site improvement and presentation drawings, plans and specifications for University Vice Presidents and Directors
- Responsible for the efficient operation and maintenance of the campus centrally controlled irrigation system, including the design and construction oversight of new and replacement systems (i.e., RainMaster Evolution DXII Pro-Max UA Series cross-compatibility with newly installed WeatherTrak ET Pro Irrigation Management System)
- Biannual implementation and execution of a campuswide tree maintenance program, including tree risk assessments of particularly Coast Redwoods and including line clearance operations monitoring and coordination in an advisement role with Pacific Gas & Electric consultants and contractors (e.g., Davey Tree Expert, Mowbray) to insure mitigation of tree hazard/structural integrity issues related to concerns associated with the safety of campus community members & property and wildlife habitat protection at the campus/wildland interface
- Maintenance of control implements (e.g., wattles, silt fence, gravel bags, drain intake filter socks), adherence to BMPs, and oversight pertaining to new construction sites and existing pathways associated with storm water run- off campuswide, inclusive of suspended sediment movement and observed contaminants potentially in violation of NPDES or other storm water related regulations. Performed required on and off-site pre-storm event, concurrent and post-storm event turbidity inspections/tests to monitor for compliance; initiated regulatory agency notification and clean-up efforts per either

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contractor developed SWPPP or by recommending solutions/mitigation measures as Certified Erosion, Sediment and Stormwater Inspector (CESSWI) and Qualified SWPPP Practitioner (QSP).

- Participated in cooperative and shared resource allocation with City of Arcata and the California Conservation Corps (CCC) in managing and maintaining 790-acre Arcata Community Forest, a developed trail system connected to and abutting the northern and eastern boundaries of the Humboldt State University campus. This unique trail system is a multi-use woodland recreation area with an 18-hole disc golf course, trails for hiking, mountain biking and horseback riding, and with several split log "natural" bridges and stairways crossing steep ravines and redwood-forested hillsides. The Forest Guild, a national organization of professional foresters, declared The Arcata Community Forest as one of only 20 "Model Forests" in the United States (the guild's top designation for excellent forestry in practice in the United States.
- Specified, spotted and oversaw installation of perennial/woody plant material campuswide, inclusive of designing new bio-swales and riparian corridors throughout the campus
- Maintenance, operation and cyclic renovations (i.e., seeding/overseeding, core or deep tine aeration, dethatching, sodding, etc.) of multiple NCAA Division II sports fields, including synthetic turf fields (football and soccer), turfgrass fields (softball, lacrosse, & rugby) and urethane track and field sport surfaces
- Regular inspection and monitoring of the health of campus flora, incorporation of fertilization program adjustments (as needed) and control of weed and vertebrate/invertebrate pests using highly scrutinized IPM practices. Safe and effective use of pesticides as part of IPM approach relied heavily on poison-free applications (specifically chemicals not containing 2,4-D) and alternative "green" methods to achieve eradication.

Urban Forestry Specialist I & II (Consultant) & Project Manager (September 1994 – January 1997 & March 2006 – August 2006)

Integrated Urban Forestry, Inc. / Dudek & Associates, Inc. - Laguna Hills & Irvine, CA

- Applied for and awarded California Department of Forestry Technical Assistance Contract on behalf of The Nature Conservancy, land proprietor for The Irvine Company. Developed and site evaluated Oak Woodland Restoration and Habitat Enhancement Stewardship Plan for Limestone Canyon. Attended public hearings; documented public comments for Plan inclusion. Performed habitat mitigation to preserve Oak Woodlands in the Plan through the use of field data, a global positioning system, aerial photos, archeological reports, wildlife and biological surveys, riparian protection statutes and documentation of any endangered or threatened species siting(s). Worked with Nature Conservancy staff developing an Oak Woodland Regeneration Program. Generated support of local schools and student participation in acorn gathering and oak seedling planting events.
- Coordinated one-day tree planting event of 350, 15-gallon size trees for the City of South Gate, California. Recruited and trained over 200 volunteers. Developed elementary school tree appreciation program, an event theme, flyer and banner. Solicited corporate sponsorships. Surveyed and marked locations for tree placement in parks, city parkways and medians. Advised and acted as "contract" project manager for City regarding the selection of tree species, suitable planting sites and sub-contracting of nursery suppliers, tree installation & stewardship maintenance services, and concrete cutting and paver installation services. Inspected and signed off on work of all sub-contractors for compliance to contract specifications.
- Prepared and administered contracts for The Irvine Company and the City of Irvine for evaluations and recommendations requested to assist in improving current eucalyptus windrow management practices. Detailed trees that were candidates for removal; Created specifications for the grading contractor as to proper root protection, irrigation installation guidelines and watering schedules, pruning guidelines for the tree maintenance contractor and considerations to be taken when managing the trees (i.e. – control of the eucalyptus long-horned beetle).
- Prepared Wingate Park Management Plan and Cursory Review and Assessment for the City of Covina, California. The Plan assessed each park tree as a candidate for integration into proposed redesign plans based on current health, structure, value, regional rarity, and wildlife benefits.
- Developed Iguala Landfill Site soil maps and pH overlays from blueprints for the Environmental Protection Agency and the City of Montebello, California. Gathered field samples at random landfill perimeter locations to test for soil pH fluctuations. Compiled and plotted data on a GIS overlay formatted site map that cross-referenced areas of varying pH levels with recommended soil amendments necessary to sustain planned vegetative cover.
- Developed and administered pilot shade tree energy conservation program for the San Diego Gas and Electric Company. Trained staff; served as liaison and advisor. Prepared monthly reports to SDG&E detailing the program's progress, identifying

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

problem areas and presenting solutions to staffing inadequacies, lack of customer exposure, qualification stringency, inadequate product and service presentation, etc.

- Performed research associated with and assisted in the development and authoring of A Carbon Dioxide Mitigation Plan Using Urban Trees for Southern California Edison (SCE); explored concept with researchers from around the country and created a hypothetical measurement tool for quantifying carbon dioxide sequestration in urban trees. The Plan supports, when employed on the largest of scales, the planting and use of trees as a viable and cost- effective solution to mitigating sustained quantities of carbon dioxide over an extended period.

Regional Operations Supervisor & Consulting Arborist (October 2005 to March 2006)

West Coast Arborists, Inc. – Pleasanton/Stockton, CA

Ensured and oversaw crew and job safety management principles by performing weekly crew evaluations, monthly foreman's meetings and quarterly safety meetings. Followed a workload regiment to properly address the needs of excellent customer relations, while meeting production and profit goals and supporting the various needs of field crews and internal administrative demands. Serviced and acted as "bridge supervisor" in the early stages of company's expansion into 30 cities in Northern California (Monterey to Sacramento), establishing and coordinating the tree trimming, line clearance, removal, stump grinding, tree planting, cabling and bracing and field arborist report writing needs of each municipal client as called upon. Maintained weekly schedules and contract balance sheets, monitored all projects for completion, work quality and proper billing. Estimated and prepared various types of formal and informal bid packages, proposals and proformas. Attended pre-bid and pre-construction meetings and bid openings. Developed critical network of outside suppliers of products and services in a new market area while establishing close relations with clientele base.

Right-of-Way Landscape & Tree Services Coordinator - City Arborist (April 1998 to October 2005)

City of Orange, CA – Public Works Department – Street Maintenance Division

Administered and planned annual operating budget with complete oversight of City contracted tree and landscape services. Prepared bid specifications and contractual stipulations; inspected projects to ensure adherence to established work quality, quantity and best management practice standards. Supervised and coordinated work schedules of maintenance employees responsible for herbicide and pesticide spraying, manual weed abatement activities and small tree and tree well maintenance and watering of all City Street trees and landscaped rights-of-way. Prepared and/or maintained performance evaluations, employee development training plans, material requisitions, green waste tonnage reports and a variety of records, correspondence and reports pertaining to City maintenance programs and policies.

Developed and implemented the City's first Comprehensive Inventory and Master Plan of Street Trees and Integrated Pest Management Plan. Provided technical advice and training related to tree care, preservation and stewardship, disease, pest identification and control and landscape maintenance. Represented and acted as liaison between City staff, council, community members, and public interest/non-profit groups while attending, participating in, speaking at and/or conducting various presentations, workshops, conferences, design review boards, planning commission and city council meetings, ad hoc committees, etc. Applied for and managed grant monies from State and County initiatives, bonds and matching fund sources. Responded to and inspected City and public requests and inquiries regarding tree location, condition, suspected ailment(s) and/or described hazard or nuisance.

Acted as City's line clearance liaison and mediator between SCE contractors (e.g., Asplundh, Mowbray, Utility) and concerned residents to reach mutually acceptable agreements that adhered to ANSI standards and industry best management practice. Provided daily monitoring of line clearance activities and worked with foremen to establish grid completion patterns, in areas that fell within City rights-of-way, that would minimally impact citywide traffic flows.

Experienced in concrete and asphalt damage and reconstruction options as a result of tree damage. Recommended and developed capital improvement projects. Oversaw erosion control product installations by contractors and city staff to ensure city compliance with stormwater regulations. Redeveloped City Standard Specifications for Street Tree Removal, Planting and Maintenance (Street Tree Ordinance) and Standard Tree Planting Plan Diagram, referenced by all City project blueprints designating the use of street trees. Drafted City Sewer Lateral Replacement Policy relating to parkway trees. Promoted City reforestation efforts through the annual application processes involved with attaining recognition through the National Arbor

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Day Foundation's Tree City U.S.A. and Growth Award programs. Represented City at League of California Cities events, Council Meeting, Parks & Recreation and Planning Commission Committee Meetings.

VOCATIONAL CERTIFICATIONS & LICENSES

Certified Arborist #WE-1637AUM with Utility & Municipal Specialist credentials *(est. 1994) – International Society of Arboriculture*

Certified Arborist Tree Risk Assessment Qualification (TRAQ) – *International Society of Arboriculture*

Pest Control Adviser (PCA #151216), Qualified Applicator Certificate & License (QAC #95102) / (QAL #151536) *(est. 1994) – California Department of PesticideRegulation*

Registered Consulting Arborist Certification Academy Graduate – *American Society of Consulting Arborists*

Urban / Community Forester Certification Academy Graduate – *CalPoly State University – San Luis Obispo College of Agriculture, Natural Resources Management Department, Urban Forest Ecosystem Institute*

Certified Wildlife Protector #812 – *Wildlife Training Institute*

Certified Playground Safety Inspector (CPSI #40133-1220) – *National Recreation and Park Association*

Certified Landscape Irrigation Auditor, Drip Irrigation Auditor, & Irrigation Technician (CLIA, CLIA-D & CIT #114068) – *Irrigation Association* ▪ **Water Sense Partner** – Environmental Protection Agency

Aquatic Facility Operator (AFO #120829) – *National Recreation and Park Association*

Certified Erosion, Sediment and Stormwater Inspector (CESSWI #1658) – *EnviroCert International, Inc.*

Qualified SWPPP Developer & Practitioner (QSD/QSP #20276) – *California Storm Water QualityAssociation*

Recycled Water Site Supervisor Training Certification #5342 – *Public Utilities Department, San Diego, CA*

PAST & PRESENT MEMBER/BOARD SERVICE

- International Society of Arboriculture (Western and Pacific Northwest Chapters)
- Utility Arborists Association
- Tree Care Industry Association
- Society of Municipal Arborists (and Urban Foresters)
- American Society of Consulting Arborists
- Society of American Foresters
- California Urban Forests Council
- Street Tree Seminar, Inc.
- Irrigation Association
- Professional Grounds Management Society
- Maintenance Superintendents Association (Los Angeles/Orange Area Chapter)
- National Recreation and Park Association
- California Parks and Recreation Society
- California ReLeaf Anaheim Beautiful / Community ReLeaf Anaheim
- Orange for Trees
- National Arbor Day Foundation
- American Forests
- Trout Unlimited
- Nature Conservancy
- Mono Lake Committee

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

4. Appendix 2: Certifications and Registrations

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

U.S. ENVIRONMENTAL PROTECTION AGENCY

This certifies that

CHRISTOPHER R. BURNS, Jr.

Has completed the

HAZARDOUS MATERIALS INCIDENT RESPONSE OPERATIONS (165.5)
Training Course

Edison, New Jersey
November 29 – December 3, 2004

3.8 Continuing Education Units

Presented by the

ENVIRONMENTAL RESPONSE TRAINING PROGRAM

Course Director, Tetra Tech NUS, Inc.

Bruce Potoka
U.S. EPA Project Officer

R06-04

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Certificate of Training

Chris Burns

is hereby awarded this certificate to acknowledge completion of the
8-hour HAZWOPER Supervisor Course

Hazardous Waste Operations and Emergency Response (HAZWOPER) Refresher Training for Compliance with OSHA 29 CFR 1910.120(e)(8), including supervisor training in accordance with 1910.120(e)(2) & (e)(4)

prepared and instructed by

Tetra Tech

Date Course Completed: **January 15, 2020**
(expires one year from the date of training)

Chris Draper
Safety Manager

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Certificate of Training

Chris Burns

is hereby awarded this certificate to acknowledge completion of the
8-hour HAZWOPER Supervisor Course

Hazardous Waste Operations and Emergency Response (HAZWOPER) Refresher Training for Compliance with OSHA 29 CFR 1910.120(e)(8), including supervisor training in accordance with 1910.120(e)(2) & (e)(4)

prepared and instructed by

Tetra Tech

Date Course Completed: **January 12, 2022**
(expires one year from the date of training)

Chris Draper
Safety Manager

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

CERTIFICATE OF TRAINING

Nichole Pagano

Has completed:

ANA - Hazwoper Refresher - Virtual - Classroom 10/07/2021

In accordance with 29 CFR 1910.120 and 1926.65

on

07-Oct-2021

Instructor Name:

Professional Development Hours: 3.0
Continuing Education Units: 0.3

Julie Santaniello
H&S Manager of Technical Programs

ARCADIS

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

The Board for Global EHS Credentialing (BGC)

through its vested authority, hereby confirms that

Matthew M. Soltis

has met all requirements of education, experience, and examination, and on-going maintenance set forth through the BGC's American Board of Industrial Hygiene®'s (ABIH®) credentialing division for re-certification in the Comprehensive Practice of Industrial Hygiene and is thereby conferred the credential of

Certified Industrial Hygienist® (CIH®)

The aforenamed individual is given all rights, privileges, and responsibilities as both a diplomate of the BGC and holder of the CIH credential, provided that the credential is not suspended or revoked, and it is renewed annually. Moreover, the holder must meet all recertification requirements, including the obligation to practice ethically as prescribed by the BGC.

Credential Number: 6484 CP
Award Date: July 22, 1994
Expiration Date: December 1, 2025

Cynthia Hanko, CIH
Chair of the Board of Directors

Ulric K. Chung, MCS, PhD
Chief Executive Officer and Secretary

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

BOARD OF CERTIFIED SAFETY PROFESSIONALS

AFFIRMS THAT

Matthew M. Soltis

HAVING MADE APPLICATION FOR AND GIVEN SATISFACTORY EVIDENCE OF QUALIFICATION AS REQUIRED IN THE BY-LAWS; IS QUALIFIED TO RECEIVE AND IS HEREBY AUTHORIZED TO USE THE DESIGNATION

CERTIFIED SAFETY PROFESSIONAL

IN

COMPREHENSIVE PRACTICE

SO LONG AS THIS CERTIFICATE OF QUALIFICATION IS RENEWED ANNUALLY AND NOT REVOKED

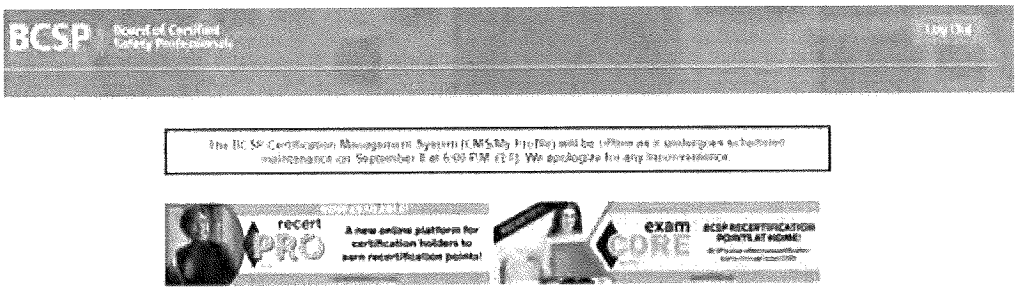
BOARD OF EXAMINERS IN WITNESS WHEREOF
WE HAVE HEREUNTO SET OUR HANDS AND
AFFIXED THE SEAL OF THE BOARD THIS 1st DAY OF JANUARY, 1989

John E Russell
PRESIDENT

Marshall E. Peterson
SECRETARY

SERIAL NO. 9206

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)



Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

TETRA TECH

CERTIFICATE OF TRAINING

THIS CERTIFIES THAT

Matthew M. Soltis

has successfully completed a course of instruction in accordance with

OSHA 29 CFR 1910.120

GENERAL SITE WORKER REFRESHER AND SUPERVISOR REFRESHER TRAINING

prepared and instructed by
Tetra Tech, Inc.
Pittsburgh, Pennsylvania

January 27, 2021

Date of Award

Matthew M. Soltis, CIH, CSP
Vice President, Health and Safety

TEXAS ENGINEERING EXTENSION SERVICE

The Texas A&M University System

TEEX

TRAIN • SERVE • RESPOND

Brian P. Rutherford

has successfully completed

ICS-300: Intermediate Incident Command System for Expanding Incidents for Operational First Responders (H-465)

April 2 - 3, 2007
16 Hours

Robert L. Smith
Robert L. Smith Director
Texas Engineering Extension Service

019

Les Bunte
Les Bunte Division Director
Emergency Services Training Institut

State Board for Educator Certificatio

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

TEXAS ENGINEERING EXTENSION SERVICE

The Texas A&M University System

TEEX

TRAIN • SERVE • RESPOND

Brian P. Rutherford

has successfully completed

ICS-400: Advanced Incident Command System for Command and General Staff, Complex Incidents and MACS for Operational First Responders (H-467)

April 4 - 5, 2007
16 Hours

Robert L. Smith, Director
Texas Engineering Extension Service

Les Bunte, Division Director
Emergency Services Training Institut

State Board for Educator Certificati

024

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Certificate of Completion

This certifies that

Kim D Bowyer

Has Successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

This course is approved for 16 Contact Hours (1.6 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) issued by Safety Unlimited, Inc. (Accreditation # 044)

Julius P. Griggs	1510291152988	10/29/2015
Julius P. Griggs Instructor #892	Certificate Number	Issue Date

SAFETY UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
888 309-SAFE (7233) or 805 306-8027 866-869-7097 (fax)
www.safetyunlimited.com

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)
Want to be sure this certificate is valid? Visit safetyunlimited.com/verification

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Certificate of Completion

This certifies that

Kim Bowyer

has successfully completed

8 Hour HAZWOPER Refresher Training

Refresher certification does NOT necessarily indicate initial 24 or 40 Hour HAZWOPER certification

In Accordance w/Federal OSHA Regulation 29 CFR 1910.120(e) & (p)

And all State OSHA/EPA Regulations as well including 29 CFR 1926.65 for Construction.

This course (Version 1) is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044).

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 0.8 CEUs for this program.

Julius P. Griggs
Julius P. Griggs
Instructor #892

2111215245631
Certificate Number

11/21/2021
Issue Date

ACCREDITED IACET PROVIDER

Scan this code or visit safetyunlimited.com/v to verify certificate.

SAFETY UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley,CA 93063
(855) 784-2677 or 805 306-8027
https://www.safetyunlimited.com

Proof of initial certification and subsequent refresher training is NOT required to take refresher training

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Certificate of Completion

This certifies that

Kim Bowyer

has successfully completed

8 Hour HAZWOPER Supervisor Training

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)(4)

Annual Refresher Training NOT Required

Julius Griggs	**Rod Zierenberg**
Outreach Instructor	Training Director

Julius P. Griggs
Julius P. Griggs
Program Administrator

130110473715
Certificate Number

1/10/2013
Issue Date

ONLINE TRAINING
OTS
SYSTEMS

HazMat Student, LLC
2828 Cochran St. Suite 322 Simi Valley, CA 93065
http://hazmatstudent.otsystems.net

This certificate does not in itself indicate initial 24 or 40 Hour HAZWOPER Training

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

NEW JERSEY OFFICE OF THE ATTORNEY GENERAL
DIVISION OF CONSUMER AFFAIRS

New Jersey State Board of Accountancy

Certifies that Amy Y Fan

having presented due evidence of competency to practice as a Certified Public Accountant and having met t
New Jersey State Board of Accountancy, is hereby licensed to practice as a

Certified Public Accountan

in the State of New Jersey. Therefore, be it recognized by these present that you are licensed as a Certified Public
for the State of New Jersey, and to have, hold and enjoy said office with all the privileges, rights and emoluments th

CREATED APRIL 4, 1904

In Testimony Whereof are hereunto affixed the
names of the officers of the New Jersey State Board
on this 23rd day of April

Attest
Acting Executive Director

President

Certificate Number 20CC03841800

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

H.3.c

NEW JERSEY DIVISION OF CONSUMER AFFAIRS

Paul R. I
Acti

Search Results

For a more detailed view of a licensee's background, select the licensee name from the alphabetical list below. Click the numbers below the grid to see additional pages of licensees. To return to Search Again button below. (Do not use the browser Back key.)

Full Name	License Number	Profession	License Type	License Status	
AMY Y FAN	20CC03841800	Accountancy	Certified Public Accountant	Active	Fair

1

Person Search Again

Business Search Again

Copyright © 2017 State of New Jersey.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

The Institute of Internal Auditors

Be It Known That

Amy Y. Fan

Has successfully met the prescribed requirements
for certification as established by The Institute of Internal Auditors
and is hereby awarded the professional designation of

Certified Internal Auditor

Conferred by the Professional Certification Board and the Board of Directors
of The Institute of Internal Auditors
This month of

December 2015

Larry Harrington
CHAIRMAN OF THE BOARD OF DIRECTORS

Stephen D Hoepfert
CHAIRMAN OF THE PROFESSIONAL CERTIFICATION BOARD

142266
CERTIFICATE NO.

THE INSTITUTE OF INTERNAL AUDITORS INC. PROGRESS THROUGH SHARING NEW YORK 1941

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

The Compliance Edge Online Institute

Certificate of Completion

Billy Bol

has met the online course completion requirements for

HAZWOPER 8-Hour Refresher

in accordance with 29 CFR 1910.120 and 1926.65

Certificate ID 1746002-2427
Continuing Education Units 0.8
AdvanceOnline Solutions, Inc. offers 0.8 CEUs for this program.

AdvanceOnline, Inc. is authorized to issue the ICSR CEU

ICSR CEU

Date 12/25/2020 10:14:00 AM
Time Online 13:10:23
AdvanceOnline Solutions, Inc.
1811 Bering Drive, Suite 430
Houston, Texas 77057
www.advanceonline.com
(713) 621-1100

AdvanceOnline SOLUTIONS

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

Certificate of Completion

This certifies that

Billy Bol

has successfully completed

8 Hour HAZWOPER Refresher Training

Refresher certification does NOT necessarily indicate initial 24 or 40 Hour HAZWOPER certification

In Accordance w/Federal OSHA Regulation 29 CFR 1910.120(e) & (p)

And all State OSHA/EPA Regulations as well including 29 CFR 1926.65 for Construction.

This course (Version 1) is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044).

Online Training Systems, LLC., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Online Training Systems, LLC. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Online Training Systems, LLC. is authorized by IACET to offer 0.8 CEUs for this program.

Jules Griggs	2208185435825	8/18/2022
Instructor	Certificate Number	Issue Date

Julius P. Griggs
Julius P. Griggs
Program Administrator

Dana Burnham
Training Director

ACCREDITED IACET PROVIDER

Scan this code or visit otsystems.net/v to verify certificate.

OTS
AdvanceOnline Solutions, Inc.
1811 Bering Drive, Suite 430 Houston,TX 77057
http://www.advanceonline10hour.com

This course is distributed by AdvanceOnline Solutions, Inc. (http://www.advanceonline10hour.com
Proof of initial certification and subsequent refresher training is NOT required to take refresher training

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)



STATE OF CALIFORNIA

Board of Forestry and Fire Protection

It is hereby certified that

DUSTIN BROOKS LINDLER

is a duly registered

PROFESSIONAL FORESTER

License No. *2701*



CALIFORNIA STATE BOARD OF FORESTRY AND FIRE PROTECTION

By _____ *Chairman*

_____ *Executive Officer*

This 26th *day of* January 20 01

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

STATE OF CALIFORNIA Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health-Asbestos Certification
1750 Howe Avenue, Suite 460
Sacramento, CA 95825
(916) 574-2993 Office http://www.dir.ca.gov/dosh/asbestos.html actu@dir.ca.gov

305155051C 375

June 13, 2022

Lona S Pearson
5534 20th Avenue
Sacramento CA 95820

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address or email w any changes in your contact/mailing information within 15 days of the change.

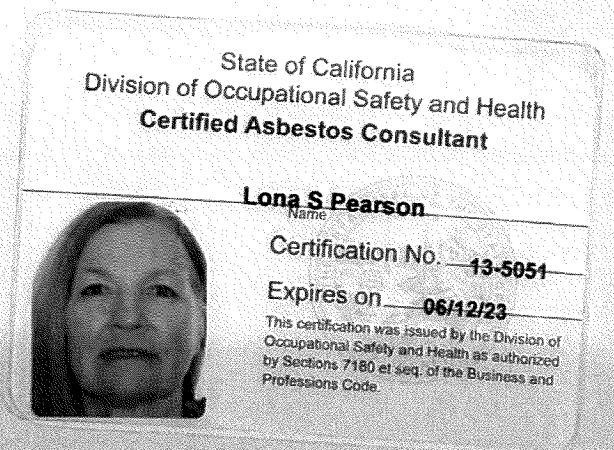
Sincerely,

Jeff Ferrell
Senior Safety Engineer

Attachment: Certification Card

cc: File

Renewal – Card Attached



Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

NES® Network Environmental Systems, Inc.®

Certificate of Completion

Lona Pearson

has successfully completed

40-Hour Hazardous Waste Operations Training

presented by

Network Environmental Systems

Melvin R. Hempstead

Instructor

5/5/03 - 5/9/03

Date

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

CERTIFICATE OF TRAINING

PRESENTED TO

Lona Pearson

Having successfully completed 8 hours of instruction in OSHA 29 CFR 1910.120
(Hazardous Waste Operations and Emergency Response) as

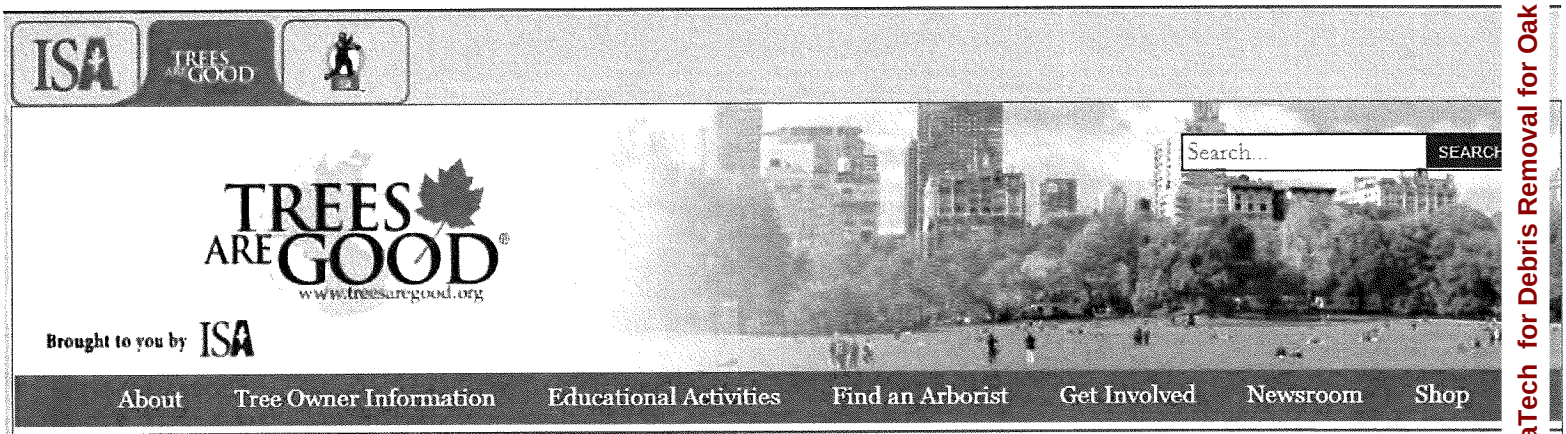
GENERAL SITE WORKER REFRESHER

Conducted this 15th day of February, 2021

FIELD ENVIRONMENTAL INSTRUMENTS, INC.

Colton Young
Instructor

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)



Credential Verification

Name search 'kokesh' returned 1 records

Back to Search

First Name	Last Name	City	State \ Province	Country	Credentials
Douglas	Kokesh	Anaheim Hills	CA	UNITED STATES	ISA Certified Arborist® ISA Certified Arborist Utility Specialist™ ISA Certified Arborist Municipal Specialist® ISA Tree Risk Assessment Qualification

Explanation of ISA certification credentials
Explanation of ISA qualifications

International Society of Arboriculture
www.isa-arbor.com • p. +1 678.367.0981 • isa@isa-arbor.com

©International Society of Arboriculture 2009-2022
Email comments and questions to ISA
Thursday, August 18, 2022 5:41:45 PM (EST/ISA Headquarters Time)
Please click here to view our privacy policy.

Attachment: Resolution_2022-500 (RES-2023-104 : Approve Contract Amendment with TetraTech for Debris Removal for Oak Fire Survivors)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-105

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Selection of Board Members as 2023 Agency Representatives

---

RECOMMENDATION AND JUSTIFICATION:
Amend the Selection the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) for Solid Waste First and Second Alternates as 2023 Agency Representatives.

On January 17, 2023 the Board selected the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) for Solid Waste Representative, and First and Second Alternates as 2023 Agency Representatives as follows:

RCRC - Environmental Services JPAs for Solid Waste:
Representative - Supervisor Menetrey;
Alternates - Public Works Director, Solid Waste Manager

Since then, it has been requested by the Public Works Director that Samual Cerevny/Deputy Director of Public Works be selected as the first alternate, and Demetrice Crump/Interim Solid Waste and Recycling Manager be selected as the second alternate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board occasionally amends selections and updates its representation on agencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Take no action and the alternates will remain as selected on January 17, 2023.

ATTACHMENTS:
2022 Agencies with Board Member Representation - After D2 Vacancy and CSAC selection 10/04 (DOCX)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13840

AGENCIES WITH BOARD MEMBER REPRESENTATION 2022

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 Long

California State Association of Counties (CSAC):
Director - Supervisor Menetrey;
Alternates – Supervisor Smallcombe

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 Long;
Alternate - Supervisor Forsythe;
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

Golden State Connect Authority

Job Connection Mariposa Governing Board (Mother Lode Job Training):
Representative - Supervisor Long;
Alternate - Supervisor Forsythe

Joint Powers Authority of the Central Sierra Economic Development District (CSEDD):
Representative - Supervisor Long;
Alternate - Supervisor Forsythe

Mountain Counties Air Basin:
Representative - Supervisor Menetrey;
Alternate – Supervisor Forsythe

Attachment: 2022 Agencies with Board Member Representation - After D2 Vacancy and CSAC selection 10/04 (RES-2023-105 : Selection of

Mountain Valley Emergency Medical Services Agency and Regional Advisory Board:
Representative - Supervisor Menetrey;
Elected Alternate - Supervisor Smallcombe;
Alternate/Chairman of EMCC

National Association of Counties (NACO):
Representative - Supervisor Menetrey;
Alternates - Supervisors Smallcombe, Sweeney, Long, 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 Forsythe;
Note: Supervisors Menetrey and Forsythe 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 Forsythe;

Golden State Finance Authority (GSFA):
(Typically the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Forsythe;
***Per Maggie Chui/RCRC, cannot name remaining board members as alternates any longer.*

San Joaquin Valley Regional Association of California Counties:
Representative – Supervisor Smallcombe (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 (Vacant)
Representative while District II remains vacant is Supervisor Smallcombe.

Yosemite Area Regional Transportation System (YARTS) JPA:
Representative - Supervisor Smallcombe;
Second Board Representative - Supervisor Menetrey;
Alternates: Supervisors Sweeney, Long, and Forsythe

Yosemite/Mariposa County Tourism Bureau:
(Representation cycle every two years.)
Representative - Supervisor Smallcombe; (Appointed 1-5-2021)
Second Board Representative - Supervisor Forsythe
Alternates – Remaining Board members

Attachment: 2022 Agencies with Board Member Representation - After D2 Vacancy and CSAC selection 10/04 (RES-2023-105 : Selection of

Yosemite/Sequoia Resource Conservation and Development Council:
Representative - Supervisor Smallcombe;
Alternate - Supervisors Sweeney, Long, Forsythe, and Menetrey

Attachment: 2022 Agencies with Board Member Representation - After D2 Vacancy and CSAC selection 10/04 (RES-2023-105 : Selection of

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Discussion on Teleconferencing

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction on the Use of Teleconference Services.

Since 2020, the County has utilized regulations from Assembly Bill 361 (AB361) to utilize teleconferencing. On October 17th, 2022, Governor Newsom announced that he would be lifting the COVID-19 State of Emergency on February 28th, 2023. The County will need to transition to the Brown Act guidance under Assembly Bill 2449 (AB2449). Staff is looking for direction on continuing the call-in line beginning March 7th, 2023.

Currently, while the Board does not meet remotely, we offer a call-in line for the public. On average, we have two to three callers; generally, at least one is a County Department Head. We have also received complaints that the line is fuzzy and difficult to hear.

The public will still have **five** methods of commenting on board items:

1) Emailing board-clerk@mariposacounty.org <mailto:board-clerk@mariposacounty.org>
2) Using a web form <http://www.mariposacounty.org/publiccomment>
3) E-commenting on specific items by using the comment icon on the desired item <http://www.mariposacounty.org/bosagendas>
4) Mailing comments into:
   Mariposa County Board of Supervisors
   Attn: Clerk of the Board
   P.O. Box 784
   Mariposa, CA 95338

5) Commenting during public comment in the Board Chambers.

NOTE: If the call-in line is discontinued, a call-in line may be utilized periodically if we have an ADA request for Text Telephone (TTY) service.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Agenda Item - No Resolution Requested

Under AB 2449, if a board member needs to use teleconferencing, that avenue must also be available to the public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not give direction, and staff will continue the status quo.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CSA 1M 2023 Chair Selection

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of the 2023 County Services Area 1M (Lake Don Pedro) Chair

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board member Long was the Chair in 2022.

The Board normally selects the Chair and Vice-Chair at its first meeting of the year. This is the first 2023 meeting for the CSA 1M.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not choose a Chair for the year, they will need to select a Chair Pro-Tem for each meeting.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CSA 1M 2023 Vice-Chair Selection

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of the 2023 County Services Area 1M (Lake Don Pedro) Vice-Chair

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board member Forsythe was the Vice-Chair in 2022.

The Board normally selects the Chair and Vice-Chair at its first meeting of the year. This is the first 2022 meeting for the CSA 1M.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not choose a Chair for the year, they will need to select a Chair Pro-Tem for each meeting.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Adopt a Resolution to Approve & Accept Grant Funding for CSA #1

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution to Accept a Small Community Drought Relief Program Grant for the Coulterville Drought Relief Project in the Amount of $2,279,990; Approve a Budget Action Recognizing Unanticipated Revenue in Fund 5578; and Authorize the Public Works Director to Prepare and Sign All Necessary Documents with the DWR (Subject to Approval as to Legal Form by County Counsel).

Public Works applied for a grant from Yosemite-Mariposa Integrated Water Management (IRWM), to the California Department of Water Resources (DWR's) Small Community Drought Relief Program to improve Coulterville CSA-1 Water System to address current and future drought impacts.

The purpose of the Small Community Drought Relief Program is to provide immediate and near-term financial and technical support to small communities.

On August 24, 2022, Public Works received notification of a grant award in the amount of $2,279,900.

The grant includes rehabilitation of the existing 205,000-gallon water storage tank, construct a new well, rehabilitation of the existing well, installation of generator back-up units on the new well and existing well, and land acquisition funds for a new well site.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Small Community Drought Relief Program (Program) was authorized by the Legislature pursuant to the Budget Act of 2021 (Stats. 2021, ch. 69, §112) and its Trailer Bill, Assembly Bill 148 (Stats. 2021, ch. 115, § 97) to address immediate impacts on human health and safety, on fish and wildlife resources, and to provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County will lose the Grant and will need to develop an alternative fix for the existing tank. The County will remain "at-risk" with their permit from the State.

County Service Area 1M 2023-3

FINANCIAL IMPACT:
This is a 100% grant funded project. No additional County funding is required to completed the project.

ATTACHMENTS:
Grant Award Letter 8_22_2022 (PDF)
Grant Application _Signed (PDF)
Mariposa Drought Preparedness Plan 2014 (PDF)
Coulterville Drought Relief Resolution (PDF)
Budget Action - FY22-23 Fund 5578 Cltvl Prop 1 Water Systems (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

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STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY
GAVIN NEWSOM, Governor

DEPARTMENT OF WATER RESOURCES
P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791

August 22, 2022

Ms. Shannon Hansen
Director of Public Works
Mariposa County
4639 Ben Hur Road
Mariposa, California 95338

Approval of Funding from Small Community Drought Relief Program – Coulterville Drought Relief Project

Your request for funding from the Department of Water Resources' Small Community Drought Relief Program (Program) for the Coulterville Drought Relief Project (Project) has been approved. The approved funding is not to exceed the amount of $2,279,990. The term of the funding will be from August 22, 2022, to September 30, 2024.

The Program was authorized by the Legislature pursuant to the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25). The intent of the Program is to provide immediate and near-term financial and/or technical support to help small communities survive this and future droughts.

The purpose of this funding is to help the Mariposa County implement the above-referenced project. The Project is comprised of rehabilitating an existing well, rehabilitating an existing storage tank, and drilling a new well to provide water supply reliability and improve the community's drought resiliency.

A draft funding agreement is being developed and will be sent to you for review. You may begin incurring costs from August 22, 2022. No reimbursement of Eligible Project Costs will be issued until the funding agreement is executed. Any costs incurred are at your own risk until the funding agreement is executed. For guidance as to what are Eligible Project Costs and what type of documentation is required for reimbursement, please see the *Small Community Drought Relief Program Guidelines and Agreement Template* which may be found at: https://water.ca.gov/Water-Basics/Drought/Drought-Funding/Small-Community-Drought-Relief.

Attachment: Grant Award Letter 8_22_2022 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

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If you have any questions or need additional information regarding the agreement, please contact Sammy Naventhan by email at Kandasamy.Naventhan@water.ca.gov or by phone at (559) 230-3379.

Sincerely,

Arthur Hinojosa
Manager
Division of Regional Assistance
Department of Water Resources

Attachment

ACCEPTED:

_____

Shannon Hansen
Director of Public Works
Mariposa County

Date _____

Attachment: Grant Award Letter 8_22_2022 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

DocuSign Envelope ID: EA775886-D9A2-4E62-A848-BFF37F0317DA

ATTACHMENT: FUNDING REQUEST

Steve Doe: ShouaNha Moua Alvarado
P:\Drought 2021\Program Management\Correspondence\ SCDRP_Commitment Letter_Coulterville_August_2022

SURNAME DWR 155 (Rev 4/02)				
	JH	SD	KT	

Attachment: Grant Award Letter 8_22_2022 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

Once construction documents are finalized, the City will solicit bids from qualified contractors for the construction of the improvements.

Deliverables:

Final Plans and Technical Specifications.

Task 3.2 – CEQA Documentation

This subtask includes the preparation of the CEQA documentation for the proposed improvements. This scope of work assumes the preparation of a Mitigated Negative Declaration.

Deliverables:

Mitigated Negative Declaration

Notice of Determination

Task 3.3 – Permitting

This subtask includes obtaining all the required permits and agreements to operate the well. A new utility service connection is included in this subtask. Other permits include a Mariposa County Well Driller's permit.

Deliverables:

Mariposa County Well Driller's Permit

Utility Agreement with PG&E

Task 4 – Construction

This task includes the construction of the proposed improvements.

Deliverables:

Construction progress reports

Pictures

6. Schedule

A Gantt Chart showing the anticipated project schedule is included in Appendix B. The project Schedule assumes a project start date of January 15, 2022, and a completion date of December 22, 2023.

7. Budget

The following table contains a summary budget for each of the project tasks. A detail budget for each of the tasks is included in Appendix C.

Task	Budget
Task 1 – Project Administration	$28,240.00
Task 2 – Hydrogeological investigation	$174,440.00
Task 3 – Construction Documents, CEQA Documentation, and Permitting	$283,210.00
Task 4 – Construction	~~$2,893,100.00~~ $1,794,10(
Total Project Cost	~~$3,378,990.00~~ $2,279,990

Attachment: Grant Award Letter 8_22_2022 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

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COULTERVILLE SERVICE AREA NO. 1
SMALL COMMUNITY DROUGHT RELIEF PROGRAM
NEW WATER SUPPLY WELL, BOOSTER PUMP AND STORAGE TANK
TASK 4 - CONSTRUCTION
BUDGET

Item	Bid Item	Unit	Quantity	Unit Cost	Amount
1	Mobilization	LS	1	$50,000.00	$50,000.00
2	Traffic Control	LS	1	$10,000.00	$10,000.00
3	Construction Surveying	LS	1	$10,000.00	$10,000.00
4	New 100 gpm Well (Test holes, well completion, 10 day pump test, eqiupement, SCADA)	LS	1	$620,000.00	$620,000.00
5	Rehabilitatete Old Water Well (Assessment, New pump, Recondition well screens, Electrical, New structure)	EA	1	$250,000.00	$250,000.00
6	12" C900 Water Transmission Main	LF	1,600	$150.00	$240,000.00
7	New 225,000 Gallon Water Storage Tank (Regrade land, Misc Piping/site Improvements)	EA	1	$800,000.00	$800,000.00
8	Inspect & Recoat Exisitng 205,000 gallon Water Storage Tank	EA	1	$225,000.00	$225,000.00
9	Backup power supply (for two wellsites - generators, electrical upgrade, automatic switgear,SCADA)	EA	1	$225,000.00	$225,000.00
				Subtotal	**$2,430,000.00**
Land Acquisition (1 acre @ $50,000/acre)					$50,000.00
Contingency (10%)					$243,000.00
Construction Administration and Materials Testing (7%)					$170,100.00
				Total Project Cost	**$2,893,100.00**

$1,794,100

DocuSign

Certificate Of Completion

Envelope Id: EA775886D9A24E62A848BFF37F0317DA
Status: Sent
Subject: Please DocuSign: SCDRP_Commitment Letter_Coulterville_August_2022.pdf
FormID:
Source Envelope:
Document Pages: 5
Signatures: 1
Certificate Pages: 5
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
ShouaNha MouaAlvarado
715 P Street
Sacramento, CA 95814
ShouaNha.MouaAlvarado@water.ca.gov
IP Address: 136.200.53.19

Record Tracking

Status: Original
8/23/2022 9:00:30 AM
Holder: ShouaNha MouaAlvarado
ShouaNha.MouaAlvarado@water.ca.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Department of Water Resources
Location: DocuSign

Signer Events	Signature	Timestamp
James Herink James.Herink@water.ca.gov Attorney IV Department of Water Resources Security Level: Email, Account Authentication (None)	JH Signature Adoption: Pre-selected Style Using IP Address: 98.41.56.67	Sent: 8/23/2022 9:02:42 AM Viewed: 8/23/2022 9:19:26 AM Signed: 8/23/2022 9:20:03 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Steve Doe Steve.Doe@water.ca.gov Supervising Engineer Department of Water Resources Security Level: Email, Account Authentication (None)	SD Signature Adoption: Pre-selected Style Using IP Address: 136.200.53.23	Sent: 8/23/2022 9:20:04 AM Viewed: 8/23/2022 9:33:57 AM Signed: 8/23/2022 9:34:09 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Faulkenberry Kevin.Faulkenberry@water.ca.gov Region Office Manager, SCRO Department of Water Resources Security Level: Email, Account Authentication (None)	KF Signature Adoption: Pre-selected Style Using IP Address: 136.200.53.23	Sent: 8/23/2022 9:34:10 AM Viewed: 8/23/2022 11:13:41 AM Signed: 8/23/2022 11:13:49 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Arthur Hinojosa Arthur.Hinojosa@water.ca.gov Manager, Division of Regional Assistance Department of Water Resources Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 136.200.53.22	Sent: 8/23/2022 11:13:50 AM Viewed: 8/23/2022 4:44:55 PM Signed: 8/23/2022 4:45:28 PM
Electronic Record and Signature Disclosure: Accepted: 2/13/2019 12:04:01 PM ID: 06486c94-6b1f-485f-a887-d0624ad04d23		

Attachment: Grant Award Letter 8_22_2022 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

APPENDIX B – GRANT APPLICATION PACKET

	Grant Application Checklist *The following information is required to be submitted in proposal applications.*
	ATTACHMENT 1 *Organizational, Financial, and Legal Information*
☒	Part I: Application Cover Sheet
☒	Part II: Applicant's Representatives
☒	Part III: Summary of Project Costs
☐	Part IV: Authorizing Resolution
	ATTACHMENT 2 *Project Proposal, Tasks, and Budget*
☒	Project Proposal

Attachment: Grant Application _Signed (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

Attachment 1, Part I – Application Cover Sheet

Application for Small Community Drought Relief Program pursuant to Budget Act of 2021

The Coulterville
(Exact legal name of local entity applying for the grant)

Of P.O. Box 784 , 5100 Bullion Street, Mariposa, CA 95338
(Mailing address of local entity)

Of the County of Mariposa, State of California, does hereby apply to the California Department of Water Resources for a grant in the amount of $ $3,378,990.00.

For the following project under the Small Community Drought Relief Program:

The Coulterville Drought Relief Project: Install new groundwater well, water storage tank and water transmission pipeline, rehabilitate old water well and old water storage tank and purchase two new back up generators.
(Specify project title)

X By _____ Date 11/15/21
(Signature of authorized representative)

Shannon Hansen — Director of Public Works
(Print or type name of authorized representative) — *(Title)*

Telephone (209) 966-5356 E-mail shansen@mariposacounty.org

Brief Proposal Description:

The Community's proposed project consists of rehabilitation of the exisiting water well, installation of a second 100 gpm gorundwater well, backup power for the two wells, rehabilitation of the old water storage tank, installation of a new secondary 225,000 gallon water storage tank and installation of a 1,600 foot transmission pipeline to connect the new well to the new water storage tank. The grant applicant is also requesting two emergency generators (one per well site) to provide backup power during emergencies.

Attachment: Grant Application _Signed (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

Attachment 1, Part II – Applicant's Representatives

Project Name The Coulterville Drought Relief Project: Install new groundwater well, water storage tank and water transmission pipeline, rehabilitate old water well and old water storage tank and purchase two new back up generators.

Primary Project Contact

Name Shannon Hansen Title Director of Public Works

Address 4639 Ben Hur Road, Mariposa, CA 95338

Telephone (209) 209- 966- 5356 FAX ( ) _____

E-mail shansen@mariposacounty.org

Alternate Project Contact

Name Alfonso Manrique Title Consultant

Address 5150 N 6th Street, Suite 124, Fresno, CA 93710

Telephone (559) 473-1371 FAX (559) 513-8449

E-mail ALFONSO.MANRIQUE@AM-CE.com

Alternate Project Contact (If Applicable)

Name Briana Becerra Title Community Development Specialist

Address 2425 W Cleveland Ave, Madera, CA 93637

Telephone (559) 802-1650 FAX ( ) _____

E-mail brianab@selfhelpenterprises.org

Type of Organization: County

(city, county, water district, non-profit, etc.)

Attach a copy of the applicant's charter and the names and titles of its officers.

Attachment: Grant Application _Signed (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

Attachment I, Part III – Summary of Project Costs

Provide a summary of the financing information about the proposed project, including cost share (if applicable).

		% of Total Cost
Total Cost of Project:	$ 3,378,990.00	
Amount Requested:	$ 3,378,990.00	100%
Amount of Cost Share[1]:	$ 0	0%
Amount of Federal Contribution:	$ 0	0%
In-kind Contributions:	$ 0	0%
Amount to be Funded by Other Sources: (Describe below in table.)	$ 0	0%

Sources of funds from partner agencies for this project, if applicable:

Amount	Name of Source	Status of Funds[2]
$		
$		
$		
$		
Total: $		

Is the project entirely benefiting a Disadvantaged Community (DAC) or Severely Disadvantaged Community (SDAC)? (Y/N): Y

If the project is partially benefiting DAC or SDAC, provide percentage of grant funds to directly benefit a DAC or SDAC:_____

Additional explanation, if necessary:

_____

_____

_____

Notes:

[1] No cost share is required; however, grantees are required to show cost share (e.g., federal, local, or other funds) if an awarded project costs more than the grant amount.

[2] Identify the current status of funds: available, planned/budgeted, awarded or pending.

Attachment: Grant Application _Signed (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

Attachment 2 – Project Proposal, Tasks, & Budget

1. Title of Project

INSTALL NEW GROUNDWATER WATER WELL, REHABILITATE OLD WATER WELL, INSTALL NEW WATER TRANSMISSION PIPELINE, TWO NEW BACKUP GENERATORS, REHABILITATE OLD WATER STORAGE TANK AND INSTALL NEW WATER STORAGE TANK.

2. Project Management

Self Help Enterprises (SHE) has extensive experience implementing project like this one being proposed. The SHE project Team consists of the following:

- Project Director: Briana Becerra, Community Development Specialist
- Project Manager: Alfonso Manrique, PE, City Engineer
- Project Engineers: Jeremy Pollet, EE, Principal Electrical Engineer
  Angela Hall, Assistant Engineer
  Soheil Mortezaeifar, Assistant Engineer
  Matt Bullis, P.E., Professional Engineer,
- Subconsultants: Nick Sahota, LS, City Surveyor
  Ken Schmidt, Hydrogeologist
  Travis Crawford, Environmental Documentation

Copies of the resumes for the Project Manager, Project Engineers, and Subconsultants are located in the Appendix A.

3. Scope of Work and Project Description

The Coulterville Service Area No. 1 (Community) is located in the Sierra foothill unincorporated community of Coulterville, CA is a special district that is managed by the Mariposa County Water District. The Community has 98 service connections and provides potable water for both residential and commercial customers. The average daily water demand is 0.025 mgd. The water system provides water service through the use of a single groundwater well located in the County Park (Highway 49 and Broadway Street). The elevation of Coulterville is 1,700 feet. Distribution pipelines convey water to the customers and a single water tank, located on a hill above the town, provides limited storage capacity and does not meet State Fire Flow requirements. The well pump electrical control mechanism is interconnected to the Water Tank and is activated based on the volume of water within the tank.

A single 100-gpm groundwater well is the sole source of water for the community. No other water source is available if the water well is not in service, such as during an emergency. The community is requesting an alternative groundwater supply source and a storage tank system that meets fire flow requirements.

The system uses a single 205,000-gallon steel water tank, located at Cemetery and Oak Ridge Road, which is located at the upper elevation of the water system. The welded steel tank was installed in 1978 and is 26 feet (ft) high by 37ft in diameter. The tank and the water well are interconnected. An increase in water demand lowers the water volume in the tank. The water volume drop causes the well to activate. The well remains energized until the tank fills to the predetermined and specified elevation. A system relying on one single water tank lacks redundancy. The existing water tank is currently undersized and

Attachment: Grant Application _Signed (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

does not meet State mandated Fire Flow requirements. In addition, during water tank maintenance, the existing tank is removed from service and a secondary water storage tank is not available to provide system redundancy. A tank inspection report was completed in 2008 indicates a significant amount of rusting on the tank walls which will require rehabilitation. The proposed second 225,000 gallon water storage tank will be required to meet Fire Flow requirements.

The Community's proposed project consists of rehabilitation of the existing water well, installation of a second 100 gpm groundwater well, backup power for the two wells, rehabilitation of the old water storage tank, installation of a new secondary 225,000 gallon water storage tank and installation of a 1,600 foot transmission pipeline to connect the new well to the new water storage tank. The new groundwater well will become the community's second water supply source during drought and emergency conditions. The location of the new well would be determined during a hydrogeological investigation task. It is assumed that the well would be located in proximity to the Community's existing water distribution system. There will be a 6" water transmission main from the well to the new storage tank. Land will be purchased for the new wellsite. The Grant application is requesting two emergency generators (one per well site) to provide backup power during emergencies.

4. Project Objectives and Program Priorities

A single 100-gpm groundwater well is the sole source of water for the Community. No other water source is available if the water well is not in service, such as during an emergency a water system supplied by a single well which does not provide for system redundancy. The Community is requesting an alternative groundwater supply source.

The system uses a single 205,000-gallon steel water tank, located at Cemetery and Oak Ridge Road, which is located at the upper elevation in the water system. The welded steel tank was installed in 1978 and is 26 ft high by 37ft in diameter. The tank and the water well are interconnected. An increase in water demand lowers the water volume in the tank. The water volume drop causes the well to activate. The well remains energized until the tank fills to the predetermined and specified elevation. A system relying on one single water tank lacks redundancy. When the tank is removed from service for maintenance activities the system lacks adequate storage capacity. A tank inspection report that was completed in 2008 indicates a significant amount of rusting on the tank walls. This will require removal of the tank from service for maintenance activities.

The Project will provide the Community of Coulterville with much needed drought relief. The Project will provide immediate and near-term water supply reliability benefits and improve the City's drought and water shortage resiliency and preparedness.

5. Task Breakdown

Task 1 – Project Administration

Task 1.1 – Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the DWR.

Deliverables:

Financial Statements

Invoices

Task 1.2 – Reporting

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Prepare progress reports detailing work completed during reporting period. Submit reports to DWR. Prepare draft Final Project Completion Report and submit to DWR for comment and review no later than 90 days after project completion. Prepare Final Report addressing DWR comments.

Deliverables:

Quarterly Progress Reports

Final Project Completion Report

Task 2 – Hydrogeological investigation

This first task will include the preparation of a hydrogeological report that provides recommendations for the location of a new well. The hydrogeological investigation will include the following subtasks:

Task 2.1 – Gather and Review existing information

This subtask includes gather background information such as well driller's logs from wells within 4 miles west of the City's distribution system, past hydrogeological investigations, and any other relevant studies that would help determine the best location for a new well.

Deliverables:

Copies of the background documentation

Task 2.2. – Hydrogeological Technical Memorandum

The well logs will be analyzed by the City's hydrogeologist, Kenneth Schmidt and Associates, and a technical memorandum will be prepared with recommendations for a new test well.

Deliverables:

Technical Memorandum

Task 2.3. – Test Well Drilling

Based on the technical memorandum prepared in the previous subtask, a test well will be constructed to confirm the anticipated water quality and quantity from a full production well. Water quality samples will be collected from various intervals to confirm the quality of the groundwater.

Deliverables:

Final Test Well Technical Memorandum

Test Well Driller's Report

Water Quality Analyses

Task 3 – Construction Documents, CEQA Documentation, and Permitting

Task 3.1 – Construction Documents

Following the recommendation from the hydrogeological investigation, the project will include the rehabilitation of the existing water well, the purchase of property for a new wellsite, the construction of a new 100 gpm water well, two emergency generators (one for each well), a pipeline to connect the new well to the system, rehab of the old water storage tank and a new 225,000 gallon water storage tank . The new well, transmission main and new storage tank will become part of the City's water supply system.

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Once construction documents are finalized, the City will solicit bids from qualified contractors for the construction of the improvements.

Deliverables:

Final Plans and Technical Specifications.

Task 3.2 – CEQA Documentation

This subtask includes the preparation of the CEQA documentation for the proposed improvements. This scope of work assumes the preparation of a Mitigated Negative Declaration.

Deliverables:

Mitigated Negative Declaration

Notice of Determination

Task 3.3 – Permitting

This subtask includes obtaining all the required permits and agreements to operate the well. A new utility service connection is included in this subtask. Other permits include a Mariposa County Well Driller's permit.

Deliverables:

Mariposa County Well Driller's Permit

Utility Agreement with PG&E

Task 4 – Construction

This task includes the construction of the proposed improvements.

Deliverables:

Construction progress reports

Pictures

6. Schedule

A Gantt Chart showing the anticipated project schedule is included in Appendix B. The project Schedule assumes a project start date of January 15, 2022, and a completion date of December 22, 2023.

7. Budget

The following table contains a summary budget for each of the project tasks. A detail budget for each of the tasks is included in Appendix C.

Task	Budget
Task 1 – Project Administration	$28,240.00
Task 2 – Hydrogeological investigation	$174,440.00
Task 3 – Construction Documents, CEQA Documentation, and Permitting	$283,210.00
Task 4 – Construction	$2,893,100.00
Total Project Cost	**$3,378,990.00**

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8. Deliverables

The list of deliverables is included under each task.

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APPENDIX A

Consulting Engineers

ALFONSO MANRIQUE, PE
PRINCIPAL ENGINEER

EDUCATION

BS/Civil Engineering- University of Cantabria, Santander (Spain) 1998

MS/Environmental Engineering- Water and Wastewater Treatment University of New Orleans, Louisiana 1999

Master's in business administration (MBA) California State University, Fresno 2004

YEARS OF EXPERIENCE

Total: 19
Years with AMCE: 8

REGISTRATIONS

California Licensed Civil Engineer CA63673
California Licensed General Engineering Contractor CA954166
California Certified Water Treatment Operator (T-2) COP # 39030

REFERENCES:

Daniel Chavez,
Planada CSD General Manager
(209) 382-0213
Ahmad Alkhayyat
Madera County PW Director
(559) 536-6496
Jose Antonio Ramirez
City of Livingston City Manager
(559) 398-1721

Mr. Manrique is a civil/environmental engineer with over 19 years of experience in water and wastewater related projects. Mr. Manrique provides contract District Engineering Services to the Groveland Community Service District and contract City Engineering Services for the cities of San Joaquin, Newman, and Livingston. San Joaquin, Newman, and Livingston.

Relevant Experience

Planada Community Services District WWTP Improvement Project

Mr. Manrique was the design engineer and project manager for the Planada CSD WWTP Improvement project. The project included the design of improvements for a 0.78 MGD aerated lagoon treatment system, effluent storage reservoirs, irrigation pump station and reclamation area improvements. The overall project cost was $13.0 M and it was completed in 2017.

City of Orange Cove Backwash Reclamation Improvements

Mr. Manrique was the design engineer and project manager for the City of Orange Cove WTP Backwash Reclamation Project. The project included the design of a backwash water pump station, a 300k gallon storage tank and a metered backwash return pump station to reclaim 100k gallons of backwash water. The total project cost was $0.9 M and it was completed in 2018.

Madera County Service Area 16 – Sumner Hill Water System Improvements

Mr. Manrique was the design engineer and project manager for the Madera County CSA 16 water system improvement project. The project included the design of a new 350 gpm surface water treatment plant, a 200k gallons storage tank, a new booster pump station, a backwash reclamation system, and sludge dewatering. The project costs is $5 M and is expected to be completed in 2021.

City of Livingston Well #17 Arsenic and Manganese Removal Treatment

Mr. Manrique was the design engineer and project manager for the City of Livingston Well #17 Arsenic and Manganese Removal Treatment System. The system was designed to treat up to 2,000 gpm from Well #17, a new well in the City. The design included a green sand filtration system, a backwash reclamation system, and chemical injection facilities. The project cost was $1.8 M and was completed in 2016.

City of Huron Recycled Water Improvement Project

Mr. Manrique was the design engineer and project manager for the City of Huron Recycled Water Improvement project. The project included the design of improvements at the City's WWTP to allow for the reclamation of the treated effluent. Improvements included lining storage ponds, the construction of an effluent pump station, a conveyance pipeline, and improvements to reclamation areas. The project cost is $5 M and is expected to be completed in 2020.

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Consulting Engineers

ANGELA HALL
ASSISTANT ENGINEER

EDUCATION

BS Civil Engineering
California State University
Fresno, 2016

YEARS OF EXPERIENCE

Total: 3
Years with AMCE: 3

REFERENCES:

Jack Castro,
City of Huron City Manager
(559) 945-2241
John Mulligan,
Director of Public Works
City of Sanger
(559) 876-6300
Eric Ziegler,
City Administrator
City of Maricopa
(616) 769-8279

Mrs. Hall is a civil engineer focusing on water and wastewater related projects. Mrs. Hall has a background in water and wastewater treatment systems and experience in preparing preliminary design reports, feasibility studies, and project reports.

Relevant Experience

City of Huron Recycled Water Feasibility Study, Huron, CA

Assistant Engineer for preparation of a Clean Water State Revolving Fund (CWSRF) feasibility study for recycled water improvements at the Wastewater Treatment Plant (WWTP). The improvements include constructing a recycled water distribution system to transport treated effluent to a 200-acre reclamation field for agricultural irrigation.

Biola Community Services District WWTP Improvement Planning Study, Biola, CA

Assistant Engineer for preparation of a CWSRF planning study for WWTP improvements. The improvements to the 0.2 MGD facility include aerated lagoon reactor, secondary clarifiers, a sludge handling system, and solar photovoltaic system.

City of Maricopa Sanitary Sewer Collection System Improvement Planning Study, Maricopa, CA

Assistant Engineer for preparation of a CWSRF planning study for improvements to the sewer collection system. Improvements include a new lift station, new WWTP headworks, replacing and installing 7 miles of sewer pipeline, and constructing 127 new manholes.

City of Sanger 2015 Urban Water Management Plan, Sanger, CA

Assistant Engineer for preparation of the City's 2015 Urban Water Management Plan (UWMP). The 2015 UWMP included an evaluation of the City's past water use, assessment of the City's water sources long-term reliability, and described the City's demand management measures and water shortage contingency plan.

Franklin County Water District Wastewater Collection and Treatment System Improvement Planning Study, Franklin County Water District, CA

Assistant Engineer for preparation of a CWSRF planning study for improvements to the wastewater collection and treatment systems. Improvements to the sewer collection system include replacing 0.88 miles of pipeline, rehabilitating approximately 0.90 miles of pipeline with cured-in-place-pipe. Improvements to the 0.4 MGD facility include aerated lagoon reactor, secondary clarifiers, a sludge handling system, and evaporation/percolation ponds.

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Consulting Engineers

SOHEIL MORTEZAEIFAR
ASSISTANT ENGINEER

Mr. Mortezaeifar is an Environmental engineer focusing on water and wastewater related projects with over 11 years of experience. Mr. Mortezaeifar has a background in water and wastewater treatment systems and experience in preparing construction documents, preliminary design reports, feasibility studies, and project reports. Mr. Mortezaeifar is currently a graduate student of Civil Engineering at CSU Fresno State.

EDUCATION

BS/Environmental Health Engineering
Shahid Beheshti University of Medical Sciences, Tehran, Iran 2006

MS/ Environmental Engineering (Water Resources)
Azad University at Science & Research Branch, Tehran, Iran, 2010

MS/Civil Engineering
California State University, Fresno, Present

YEARS OF EXPERIENCE

Total: 11
Years with AMCE: 3

REFERENCES:

Alfonso Manrique, PE
AMCE Principal (559) 473-1371

Mohammad Salehi
President & CEO at OMRAB Canada
(613) 355-1255
+98 (912) 113-8898

Relevant Experience

12/2016 – Present – AM Consulting Engineers

Assistant Engineer at AM Consulting Engineers, a Civil/Environmental firm specializing in water and wastewater engineering services. Relevant experience with AMCE includes:

City of Huron Recycled Water Improvement

Assistant Engineer for design and preparation of Recycled Water Improvement project. The project included the design of improvements at the City's WWTP in order to reuse the treated effluent for irrigation of the adjacent fields. Improvements included the construction of an irrigation pump station and diversion structures, 21" conveyance pipeline, and lining 3 storage ponds. The project cost is $5 M and is expected to be completed in 2020.

Madera County Service Area 16 – Sumner Hill Water System Improvements

Assistant Engineer for design and preparation of Water System Improvement project. The improvement included 350 gpm clarification and filtration packages, a backwash recovery and sludge dewatering system, a booster pump station, and 200k gallon of storage tank. The project costs is $5 M.

City of Orange Cove Water Treatment Plant Improvement

Assistant Engineer for design and preparation of Water Treatment Plant Improvement project. The project included adding up 2800 gpm capacity to the existing plant included, two clarification packages, two filtration packages, 230k gallon backwash reclamation tank and sludge dewatering system, 470 k gallon chlorine contact tank, a backwash and booster pump station. The total project cost will be $5 M and is expected to be completed in 2022.

2012 – 2015 – Omrab Engineering Co, Tehran, Iran

Associate Engineer at Omrab Engineering Co, a Civil/Environmental contractor specializing in constructing water and wastewater infrastructures. Relevant experience with OMRAB includes:

6 Water Treatment Plant Projects

Associate Engineer for design and construction of Six water treatment plant for six cities in Sudan. The projects typically included an intake structure at Nile river, a pre-sedimentation tank, a circular clariflocculator tank, a filtration (Aquazor V type), a backwash reclamation tank, and a disinfection and below ground storage tank. Total capacity of the plants was 85 MGD for the construction cost of $120 M.

PUBLICATION

- Performance evaluation of enhanced SBR in simultaneous removal of

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nitrogen and phosphorous.

- Performance evaluation of wastewater treatment plant system (MBR) of Semnan Industry Park in industrial effluent recovery.

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AM Consulting Engineers

MATTHEW BULLIS
ASSOCIATE ENGINEER

Mr. Bullis has over 38 years of civil engineering experience in project management, design of roadways, water, storm drainage, sewer, wastewater treatment plants, and infrastructure projects. As a Public Works Director, he has been involved with all aspects of City municipal operations including the maintenance and operation of water, sewer, storm drain and wastewater systems, street and building maintenance, public works administration, capital project management, construction inspection and utility infrastructure planning.

EDUCATION

BS Civil Engineering
California State University, Fresno, 1983

REGISTRATION

Civil Engineer

California No. 40556

YEARS OF EXPERIENCE

Total: 38
Years with AMCE: 1

REFERENCES:

Alfonso Manrique, PE
AMCE Principal (559) 473-1371

Saeid Vaziry, PE
Senior Engineer
City of Gilroy
(408) 846-8842

RELEVENT EXPERIENCE

Associate Engineer, AM Consulting Engineers, Fresno, CA June 2021 to Present Mr. Bullis serves as a project manager where he provides plan checking and quality assurance/quality control to a variety of engineering/construction projects involving roadway, subdivision plan check services and design review of water, sewer, and storm drainage improvement projects.

Capital Project Manager, City of Fresno, CA April 2016 to May 2021 Mr. Bullis served as project manager within the City's Department of Public Utilities where he manages State Prop 1 Grant programs; Water and Wastewater capital projects; Computerized Maintenance Management System upgrades and Infrastructure Master Plan activities. The work includes coordinating assigned activities with consultants, contractors, government representatives, grant oversight; contract administration, managing budgets and project schedules.

Senior Engineer, ASCE Consulting Engineers, Oakland, CA March 2015 to April 2016 Mr. Bullis provided construction management services for roadway, wastewater, and transit improvement projects throughout California. Mr. Bullis' background includes expertise in inspection of underground utilities, roadway, transit, wastewater treatment and water systems.

Senior Engineer, Provost & Pritchard, Visalia, CA January 2014 to October 2014 Mr. Bullis served as the lead Senior Civil Engineer on the design of capital improvement projects for local agencies. Work included acting as a liaison to the agencies, sub consultant oversight and design coordination.

Deputy Assistant Director, Tulare County RMA, October 2012 to November 2013 Mr. Bullis served as the manager in charge of the airport, transit, traffic signals, signage, road maintenance, roadway and bridge

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design, utility and subdivision plan checking, water and sewer districts. He supervised a staff of 150 employees including field construction crews, para- professionals and ten registered civil engineers. Mr. Bullis developed a new 5-Year Capital Improvement Program for the County that included fifty-seven projects and a $215 million expenditure budget, and served as the Deputy Assistant Director, providing program guidance to the Program managers and Resident Engineers in-charge of constructing over the construction of County project manager for the $1 million Sequoia Field Airport Hanger and Taxi-Lane Expansion project.

Public Works Director, City of Madera, CA June 2007 to October 2012
Mr. Bullis, the Public Works Director for the City of Madera (population 62,500), was in charge of $31 million budget with seventy-three full-time employees. Mr. Bullis provided supervision over the maintenance and operation of streets, water, sewer, wastewater treatment, traffic signals, signage, buildings, and solid waste collection. Mr. Bullis received considerable accolades for eliminating the persistent winter flooding issues in town. He also managed the water meter program, which replaced or installed new Automatic Meter Reading (AMR) water meters to all 16,000 residential water connections in town. In addition, Mr. Bullis provided project management for the installation of three new water wells and the $32M wastewater treatment plant expansion.

Deputy City Engineer. City of Madera, CA November 2005 to June 2007
Mr. Bullis served as the project manager for the $109 million Capital Improvement Program (CIP). He developed the City's first ever 5-Year CIP. He also served as the City liaison to the Madera County Transportation Authority, and gained extensive experience in federal and state funding programs.

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Crawford Bowen
PLANNING, INC.

Travis L. Crawford, AICP

Principal Environmental Planner

Specific Expertise

- CEQA & NEPA Documentation (EIR, IS/MND, CE, EA, EIS) / Public Presentations / Regulatory Compliance

Education

- San Diego State University, B.A., English
- University of San Diego, Graduate Paralegal Certificate – emphasis in Environmental Law

Certifications / Memberships

- American Institute of Certified Planners (AICP), No. 025073
- Association of Environmental Planners (AEP)
- American Planning Association (APA)
- Graduate, Leadership Visalia

Professional Instruction

- Instructor, "Understanding CEQA", California Rural Water Association State Conference (2012 and 2013)
- Guest Speaker, Leadership Fresno Planning Day (2012)

Employment

- 2014 – Present — Principal Environmental Planner, Crawford & Bowen Planning, Inc.
- 2002 – 2014 — Principal Environmental Planner, Quad Knopf, Inc.

Recent Experience

- Tulare County Andersen Village Residential Development – EIR
- City of Sanger General Plan – EIR
- Tehachapi Pilot Travel Center – EIR
- Madera USD New Elementary School – *IS/MND*

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- Clovis - Active Transportation Plan – IS/MND
- Clovis - Peach Ave. Improvements – IS/MND
- City of Tulare – Willow Glen Residential / Commercial Development – IS/MND
- City of Fresno – Fig Garden Financial Office Complex – IS/MND
- Groveland CSD Water and Wastewater Expansion Projects – IS/MND, CEQA+
- Livingston Water and Wastewater Expansion Projects – IS/MND, CEQA+

Other Relevant Experience

- On-Call Environmental Planning for:
  - City of Fresno
  - City of Tehachapi
  - City of Porterville
  - Tulare County

Overview

Mr. Crawford is a tested environmental planner who specializes in obtaining environmental compliance for transportation projects, water/wastewater expansions, residential/commercial development projects, policy documents, college/school districts, Caltrans projects, and many other types of projects. He serves not only as a project manager, but as the lead CEQA author on the projects he is leading. Mr. Crawford brings a keen legal eye and is a trusted resource to cities, counties, school districts and developers throughout the Central Valley. His diverse project experience has involved him in most every type of project spanning up and down the State of California. He has worked with dozens of lead agencies and jurisdictions providing sound environmental compliance strategies.

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Jeremy J. Pollet, P.E., CAP

(Principal Engineer)

Summary

Jeremy has 18 years of electrical engineering consulting experience specializing in process controls and industrial automation, SCADA systems, electrical power engineering, and project management.

Jeremy's project experience includes water and wastewater treatment plants, pipelines, pump stations, electric power generation, cogeneration, discrete manufacturing, food processing, oil and gas production and refining.

Areas of Expertise

Electrical Design Engineering

- *Electrical power distribution design and analysis*
- *Electrical system modeling*
- *Single-line diagrams*
- *Motor controls, wiring schedules, load calculations,* electrical specifications
- *Economic evaluations, feasibility studies, technical* memorandums, submittal reviews
- *Pre-design and design reports*
- *Cost estimates and bid document preparation*

Process Controls / Industrial Automation

- *Hardware, software, and instrumentation* specifications
- *Piping and instrumentation diagrams (P&IDs)*
- *PLC programming (versatile experience with a wide* variety of PLCs)
- *Control panel design*
- *Communication networks design*
- *Control strategies and system documentation*
- *System startup & commissioning*

SCADA Systems

- *Process monitoring and control interface screens* (multiple SCADA system packages)
- *Database development, data collection, reporting,* trending
- *Alarm philosophies, alarm systems, auto-dialer*

Project Management

- *Project definition, project scoping and estimates*
- *Resource planning*
- *Project lifecycle tracking*
- *Project reporting and analysis*

Education

Bachelor of Science, Electrical Engineering

- *University of New Orleans, New Orleans, LA*
- *Tau Beta Pi National Engineering Honors Graduate*

Registrations

Professional Electrical Engineer (PE)

- *Electrical Engineer, No. 17557, California*

ISA Certified Automation Professional® (CAP)

- *Certification No. 40116*

Licensed Electrical Contractor (C-10)

- *California C-10 License No. 900853*

Professional Certifications & Affiliations

- *Wonderware® ArchestrA™ Certified Developer*
- *Wonderware® Certified Systems Integrator*
- *Ignition® Certified Systems Integrator*
- *ISA Member (NorCal Section)*

Career History & Bio

Jeremy has been Principal Engineer & President of ControlPoint Engineering since 2007. Prior to starting ControlPoint, Jeremy worked for consulting firms in Sacramento and Bakersfield, California.

Jeremy received a B.S. in Electrical Engineering from the University of New Orleans and moved to California after graduation. His first post-graduate job was working for a system integration firm, learning process controls and industrial automation.

He maintained his involvement in control system applications while working on electrical design projects. The result is a balanced blend of

Project Experience

For a detailed listing of project experience, please see the following pages.

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CONTROLPOINT ENGINEERING

Madera County, CA

- ***Water Delivery System Design.*** *Licensed Electrical Engineer in responsible charge for the electrical power and controls design for a mid-sized water delivery system consisting of 4 wells, a storage tank, and booster pumps. Design documents included P&IDs, electrical one-lines, electrical power plans, conduit schedules, installation details, and division 16 electrical specifications.*

City of Davis Public Works Department

- ***West Area Tank Project.*** *Designed and integrated automated control systems solution for the City's West Area Tank and Booster Pump Station.*

El Dorado Irrigation District

- ***Electrical Power and Controls Design.*** *Licensed Electrical Engineer in responsible charge for the electrical power and controls design for a large scale Waste Water Treatment Plant expansion. Design documents included P&IDs, electrical one-lines, electrical power plans, conduit schedules, lighting panel and power panel schedules, lighting fixture schedules, installation details, and division 16 electrical specifications. In addition to multiple individual design responsibilities, this project involved direct management and supervision of a team of design engineers and technical assistants.*

City of Merced

- ***Electrical Power and Controls Design.*** *Licensed Electrical Engineer in responsible charge for the electrical power and controls design for a large scale Waste Water Treatment Plant expansion. Design documents included P&IDs, electrical one-lines, electrical power plans, conduit schedules, lighting panel and power panel schedules, lighting fixture schedules, installation details, and division 16 electrical specifications. In addition to multiple individual design responsibilities, this project involved direct management and supervision of a team of design engineers and technical assistants.*

Nevada County Sanitation District

- ***Lake Wildwood WWTP – Complete Plant Automation.*** *Supervisory Control of the entire wastewater plant utilizing Wonderware's Industrial Application Server (IAS) Platform (version 2.1, patch 2). SCADA system architecture consisted of a three servers running Microsoft® Windows Server 2003 (two IAS terminal servers – one primary and one failover, and one InSQL Historian). Workstations throughout the plant used Microsoft® Remote Desktop Connections to run InTouch for Terminal Services 9.5 sessions from the primary IAS server. Allen Bradley ControlLogix Programmable Automation Controllers were polled with Wonderware® DA Server. SCADAlarm version 6.0 patch 1 was used for alarm annunciation to the on-call operator's cell phone or pager.*

City of Auburn, CA

- ***Electrical Power and Controls Design.*** *Licensed Electrical Engineer in responsible charge for the electrical power and controls design for the City's Waste Water Treatment Plant expansion. Design documents included P&IDs, electrical one-lines, electrical power plans, conduit schedules, lighting panel and power panel schedules, lighting fixture schedules, installation details, and division 16 electrical specifications.*

City of Biggs, CA

- ***Electrical Power and Controls Design.*** *Licensed Electrical Engineer in responsible charge for the electrical power and controls design for a mid-sized Waste Water Treatment Plant expansion. Design documents included P&IDs, electrical one-lines, electrical power plans, conduit schedules, installation details, and division 16 electrical specifications.*

City of St. Helena, CA

- ***Waste Water Treatment Plant Design.*** *Licensed Electrical Engineer in responsible charge for the electrical power and controls design for a small scale Waste Water Treatment Plant expansion. Design documents included P&IDs, electrical one-lines, electrical power plans, conduit schedules, installation details, and division 16 electrical specifications.*

San Joaquin County – Flag City Wastewater Treatment Facility

- ***Electrical Power and Controls Design.*** *Licensed Electrical Engineer in responsible charge for the electrical and control system improvements for a regulatory compliance improvement project. Design documents included electrical one-lines, electrical power plans, conduit schedules, lighting panel and power panel schedules, installation details, and division 16 electrical specifications.*

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CENTRAL VALLEY ENGINEERING AND SURVEYING

CENTRAL VALLEY ENGINEERING & SURVEYING INC. – NICK SAHOTA, PLS

YEARS OF EXPERIENCE

Total Years 20
With Firm 10

EDUCATION

Bachelor of Science in Surveying Engineering 1999
California State University, Fresno

LICENSE/REGISTRATION

PLS 8719

PROFESSIONAL AFFILIATIONS

California Land Surveying Association
Selma Rotary Club
Selma Chamber of Commerce

SPECIALIZED EXPERTISE

- Land Surveying Experience

- Design Surveys
- Boundary Surveys
- Final Parcel Maps
- Final Subdivision Maps
- Construction Staking
- As-Built Surveys
- Elevation Certificates for FEMA
- Record of Survey Maps
- American Land Title Association
- ALTA / ACSM Surveys
- Site Mapping
- Site Photography
- Aerial Mapping
- Accident Surveys
- Topographic Surveys
- Photogrammetry
- Digital Mapping
- Condominium Plans
- Site Plans
- Plot Plans
- Expert Witness
- Record Drawings
- Construction Administration
- Monitoring Well Surveys
- Cross-Sectional & Longitudinal Stream Files
- Remote Sensing
- Hydrographic Survey

SUMMARY.

Mr. Sahota has over 20 years as a land surveying experience, engineering support and preparation of various mapping. He also lead the tams that produces mapping (subdivisions, parcel maps, record of surveys, ALTA, lot line adjustments, legal descriptions, elevation certificates etc.), right of way mapping, and construction surveying. Mr. Sahota's computer software skills include AutoCAD Civil3D 2017, Trimble Business Center, TDS/TGO, Microstation, Arcview, Microsoft office 2010 – Word, Excel, Powerpoint etc.

Following is the list of Accomplishments and professional experiences:

- Currently CEO/President of CVEAS, Inc. and Responsible for the supervision, coordination, and direction of staff members.
- Coordinates Surveys and project managements, residential/commercial design, construction management and consultants.
- Lead the team that produces various surveying tasks.
- Prepare exhibits for courts testimony and evidence relating to property disputes.
- Prepare exam reviewer for Board of Registrations.
- Recognized as a Land Surveyor expert in the Central Region.
- Meet and negotiate with County and City Planning Departments regarding project related issues involving County and City policies, ordinances, and compliance with the Subdivision Map Act.

- Conduct legal review and research for boundary resolution and compliance with the Land Surveyors' Act and Subdivision Map Act.
- Responsible for reviewing all legal descriptions and maps, provide technical expertise, training, and direction to all office/field personnel. Conducted and coordinated meetings with clients and staff.
- Assisted CVEAS staff in determine highest priority work and prepared bids/rfp.

WORK HISTORY

Various Street Design Topographic Survey Services – City of Clovis, CA

Role: Project Manager

Provided complete design topographic survey of various street sections (Alluvial Ave, Ashlan Ave, Nees Ave and Clovis Ave.) As a project manager I was responsible review all survey data and prepare final topographic survey map and right of way map.

Fresno Yosemite International Airport/Meadow Field Airport Bakersfield – Upgrade Taxiways & Hangers

Role: Project Manager

Responsible for project controls, project scheduling, crew management, QC and over view billing. Consisted of improvements of runways, taxiways, hangers, and utilities upgrades proved asbuilt, topographic survey, quantity calculations and construction staking

Highway 178 Widening – City of Bakersfield, CA

Role: Project Manager

Responsible for QC and project scheduling. This project consisted of widening existing highway to 4 lanes (total 7 miles) Set horizontal and vertical control. Provide construction staking for road, bridges, drainage systems, slope stakes and earthwork. Also provided DTM surface for onboard GPS system for earth movers.

Avenue 416 Widening, Road 56 to Road 96, Tulare Co.

Role: Project Manager

This project is located in City of Dinuba (Tulare County) and consisted of 7 miles of road widening. Nick Sahota, Project Manager was responsible for establishing horizontal and vertical control. Mr. Sahota obtained all pertinent record data, including parcel maps, subdivision maps, record of survey maps, assessor's maps, roadway maps, as-built utility maps, and railroad right-of-way maps. Mr. Sahota performed a detailed topographic survey of canal crossings, ditches, culverts, and utilities. An aerial topography established DTM, contours, and supplied planimetric and orthographic photos for further design efforts.

Solar PV Surveying Services - Delano Unified School District, Selma Unified School District, Mojave Unified School District, Manteca Unified School District

Description of Work: Performed project control, record data search, initial land net recovery, preliminary boundary determination, prepare land net and right of way mapping per city standards. CVEAS prepared Grading/Drainage Plans and provided detail ground topographic survey, mapping, and construction staking.

Canales Estates Subdivision Phases 1 thru 3, Selma, CA

Description of Work: This project consisted of providing surveying services, and civil engineering services for a new 250 lot subdivision development.

Custom Homes & TI projects – Central Valley & throughout the State of California

Description of Work: Supervise the staff for preparing complete design services (architectural plans, civil engineering, and Surveying)

Design Topographic & Grading plans for West Hill Colleges (Lemoore, Coalinga, Taft, and Portville) - These projects consisted of adding future buildings and parking lots to existing educational facilities. Mr. Sahota's responsibilities included supervising field crews, billing, gathering survey data for the design of the project and preparing legal descriptions and exhibits for the right of way easements. GPS control

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based on State Plane Coordinate System, photogrammetric control, Land Net Recovery, Topographic survey, right of way engineering services, right of way acquisition.

REFERENCE PROVIDED UPON REQUEST

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KENNETH D. SCHMIDT AND ASSOCIATES
GROUNDWATER QUALITY CONSULTANTS

PROFESSIONAL EXPERIENCE
KENNETH D. SCHMIDT
JUNE 2012

BIRTHPLACE AND DATE

Madera, California on November 8, 1942

DEGREES

B.S. Geology, Fresno State College, Fresno, California (1964)
M.S. Hydrology, University of Arizona, Tucson, Arizona (1969)
Ph.D. Hydrology, University of Arizona, Tucson, Arizona (1971)

REGISTRATION AND CERTIFICATION

Geologist No. 1578 in California (1970)
Geologist No. 23685 in Arizona (1989)
Geologist No. G462 in Oregon (1978)
Hydrogeologist No. 176 in California (1995)

SOCIETY MEMBERSHIP

American Water Resources Association (1972)
American Water Works Association (1970) (Life Member)
California Groundwater Resources Association (1996)
Geological Society of America (2006)
Water Pollution Control Federation (1972)

PROFESSIONAL EXPERIENCE

July 1972 to Present: Principal, Kenneth D. Schmidt and Associates, Groundwater Quality Consultants, Fresno, California.

January 1969 to June 1972: Hydrologist, Harshbarger & Associates, Consultants in Hydrogeology, Tucson, Arizona.

December 1964 to February 1967: Engineering Geologist, Bookman-Edmonston Engineering, Inc., Arvin, California.

As an engineering geologist with Bookman-Edmonston Engineering, Inc. in Arvin from 1964-67, Schmidt's primary duties included hydrogeologic studies associated with the development and operation of two large-scale recharge and groundwater recovery facilities southeast of Bakersfield, California. This experience included the basic aspects of groundwater studies, including preparing a well inventory, water-level measurements, aquifer testing, logging drill cuttings, interpreting geophysical logs, observing well drilling and construction, collecting water samples for chemi-

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cal analyses from hundreds of water supply wells, and data interpretation. He conducted specific studies of land surface subsidence due to groundwater overdrafting and of the occurrence of high boron contents in groundwater northeast of Arvin. Schmidt subsequently completed a Master's thesis (in the hydrology program at the University of Arizona) in 1969 on the boron problem in the Arvin area.

As a hydrologist with Harshbarger & Associates in Tucson from 1969-72, an investigation was conducted on groundwater conditions and potential groundwater development for the City of Fresno. Schmidt's interest in the presence of high nitrate contents in groundwater of the Fresno urban area resulted in the subsequent completion of a Ph.D. dissertation in 1971 (also at the University of Arizona) on that topic. Since that time, he has participated in four master plan updates for the Fresno Metro area and prepared a comprehensive nitrate evaluation for the City of Fresno in 2006.

As the principal of his own consulting firm (Kenneth D. Schmidt & Associates) since 1972, Schmidt has conducted and supervised over a thousand hydrogeologic investigations in the southwest, primarily in Central California. In the early 1970's, he participated in development of the Tulare Lake Basin (south part of the San Joaquin Valley) Water Quality Plan. As part of this project, he developed salt budgets for sub-basins, and evaluated the distribution of chemical constituents such as nitrate and boron in groundwater, and the impacts of irrigation and waste disposal facilities on groundwater quality. In the mid-1970's, Schmidt worked on development of some of the first national guidelines for groundwater quality monitoring with General Electric TEMPO in Santa Barbara.

By the late 1970's, Schmidt began to design, develop, and implement some of the earliest groundwater quality monitoring programs at specific sites in California. His involvement with some of these has continued through to the present. Although a full-time consultant, he has conducted more than a dozen University of California extension classes and other short courses since the late 1970's on groundwater hydraulics, groundwater quality and contamination, and monitoring. Since 1973, he has periodically taught hydrogeology classes at California State University, Fresno. In 1997, Schmidt received the Best Paper Award for the Ground Water journal for his article "Water Quality Variations for Pumping Wells".

In 1980, Schmidt began working on a number of projects to develop new public-supply wells in water quality problem areas.

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Included have been hundreds of such wells in high salinity, nitrate, sulfate, arsenic, fluoride, iron, manganese, hydrogen sulfide, color, DBCP, EDB, and uranium areas of the San Joaquin Valley. His work in this regard for dozens of cities, water utilities, and schools has continued through to the present.

From 1985 to 1988, he was a member of the National Academy of Sciences Committee on Irrigation-Induced Water Quality Problems. The committee work focused on agricultural drainage problems, including the San Joaquin Valley. For a number of years following the inception of the U.S. Geological Survey National Water Quality Assessment Program in the mid-1980's, Schmidt was a member of a national advisory committee for that program. In 1987, he was named the Chairman of the Groundwater Sub-Committee of the Technical Advisory Committee for the San Joaquin Valley Agricultural Drainage Program. From 1992-98, Schmidt was a member of the Industrial Advisory Council in the College of Engineering at the University of Arizona. From 1993-2003 he was a member of the Department Advisory Committee that evaluated the hydrology program at the University of Arizona. In April 1995, Schmidt received the Distinguished Citizens Award from the University of Arizona, Alumni Association for outstanding contributions to the university.

Since the mid-1990's, KDSA has been a leader in groundwater resource and quality evaluations in Central California. The firm has been involved with a number recharge and water banking projects, including: the Arvin-Edison Water Storage District in Kern County, the Semitropic Water Banking Project in the Shafter-Wasco area, the Kern Fan Water Banking Projects west of Bakersfield, the Apex Ranch project southwest of Kingsburg, the Fresno Irrigation District Water Bank, the James Irrigation District project near San Joaquin, and the Madera irrigation District Madera Ranch project. KDSA has worked on numerous other groundwater recharge evaluations, including selection and evaluation of areas favorable for recharge, exploration, and monitoring of existing facilities. KDSA has completed detailed groundwater evaluations for development of Water Management Plans in the Cities of Bakersfield, Clovis, Fresno, Madera, Livingston, Tulare, and Dinuba. KDSA has prepared in numerous groundwater sustainability evaluations. Ken Schmidt has also provided expert witness services for numerous litigation cases involving groundwater in the San Joaquin Valley. KDSA has conducted detailed groundwater studies associated with EIRs for numerous gravel mines and rocks quarries in Fresno, Madera, Merced, and Tulare Counties. During the past two decades, KDSA has designed and implemented enhanced groundwater monitoring programs at dozens of sites, including municipal WWTF, food processing sites, and dairies. The firm specializes in

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interpretation of monitoring results. During the past two decades, the firm has worked on hundreds of new deep irrigation wells in the west and south part of the valley. During 2007-12, the firm worked on arsenic mitigation programs for the Cities of Hanford and Delano and for the Arvin CSD.

SELECTED CLIENTELE

Cities and Towns

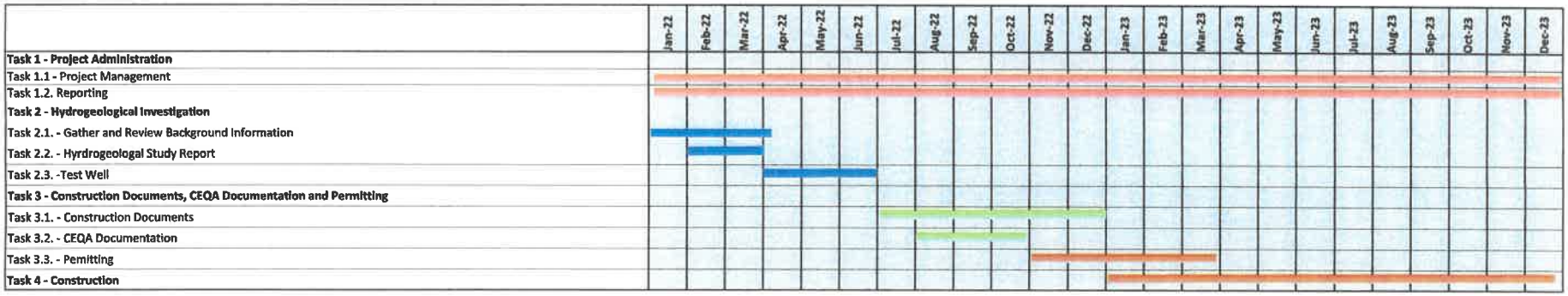
Atwater, Public Works Department
Bakersfield, Wastewater Division
Clovis, Public Works Department
Corcoran, Public Works Department
Delano, Water Division and Wastewater Division
Dinuba, Public Works Department
East Orosi
Exeter, Water Division and Wastewater Division
Firebaugh
Fresno, Public Works Department, Water Division, and Wastewater Division
Galt
Gustine
Hanford, Public Works Department
Kerman, Public Works Department
Los Banos
Lindsay, Public Works Department
Madera, Public Works Department
Mammoth CWD (Mammoth Lakes)
McFarland
Mendota, Public Works Department
Modesto, Public Works Department
Newman
Patterson
Porterville
Reedley, Public Works Department
Sanger, Public Works Department
San Joaquin, Water Department
Santa Clara, Department of Public Works
Stevinson Ranch
Sultana
Tulare, Public Works Department
Turlock, Public Works Department
Wasco, Wastewater Division
Woodlake

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APPENDIX B

Attachment: Grant Application _Signed (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

APPENDIX B
COULTERVILLE SERVICE AREA NO. 1
COMMUNITY DROUGHT RESILIENCY PROGRAM
PROPOSED SCHEDULE



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APPENDIX C

Attachment: Grant Application _Signed (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

COULTERVILLE SERVICE AREA NO. 1
SMALL COMMUNITY DROUGHT RELIEF PROGRAM
NEW WATER SUPPLY WELL, BOOSTER PUMP AND STORAGE TANK
TASK 1 - PROJECT ADMINISTRATION
BUDGET

	Project Manager	Principal Engineer	Associate Engineer	CADD Designer	Technical Typist/Clerical	Principal Electrical Engineer	Total Hours	Labor Cost	Other Non-Labor Cost	Total Cost
Task 1 - Project Administration										
Task 1.1. - Project Management	16	4	24	0	0	0	44	$5,520	$500	$6,020
Task 1.2. - Reporting	16	4	24	0	0	0	44	$5,520	$500	$6,020
Task 1.3 - Mariposa County Admin.	100						100	$15,000	$1,200	$16,200
Subtotal Task 1	**32**	**8**	**48**	**0**	**0**	**0**	**88**	**$11,040**	**$1,000**	**$28,240**

Project Manager	$	150.00	/hour
Principal Engineer	$	150.00	/hour
Associate Engineer	$	105.00	/hour
CADD Designer	$	95.00	/hour
Technical Typist/Clerical	$	65.00	/hour
Principal Electrical Engineer	$	150.00	/hour

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COULTERVILLE SERVICE AREA NO.1
SMALL COMMUNITY DROUGHT RELIEF PROGRAM
NEW WATER SUPPLY WELL, BOOSTER PUMP AND STORAGE TANK
TASK 2 - HYDROGEOLOGICAL INVESTIGATION
BUDGET

	Project Manager	Principal Engineer	Associate Engineer		Technical Typist/Clerical	Principal Electrical Engineer	Total Hours	Labor Cost	Hydrogeologist	CEQA Complaicne (Crawford and Bowen)	Test Well Construction	Other Non-Labor Cost	Total Cost
Task 2 - Hydrogeological Investigation													
Task 2.1. - Gather and Review existing information	0	24	40	0	0	0	64	$7,800				$700	$8,500
Task 2.2. - Well Site Location	0	40	80	0	0	0	120	$14,400				$1,200	$15,600
Task 2.3. - Test Well Drilling	0	32	60	32	0	0	124	$14,140	$35,000		$100,000	$1,200	$150,340
Subtotal Task 1	**0**	**96**	**180**	**32**	**0**	**0**	**308**	**$36,340**	**$35,000**	**$0**	**$100,000**	**$3,100**	**$174,440**

Project Manager	$	150.00	/hour
Principal Engineer	$	150.00	/hour
Associate Engineer	$	105.00	/hour
CADD Designer	$	95.00	/hour
Technical Typist/Clerical	$	65.00	/hour
Principal Electrical Engineer	$	150.00	/hour

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COULTERVILLE SERVICE AREA NO. 1
SMALL COMMUNITY DROUGHT RELIEF PROGRAM
NEW WATER SUPPLY WELL, BOOSTER PUMP AND STORAGE TANK
TASK 3 - CONSTRUCTION DOCUMENTS, CEQA DOCUMENTATION AND PERMITTING
BUDGET

	Project Manager	Principal Engineer	Associate Engineer	CADD Designer	Technical Typist/Clerical	Principal Electrical Engineer	Total Hours	Labor Cost	Topographical Survey (CVEAS)	Hydrogeologist	CEQA Complaicne (Crawford and Bowen)	Other Non-Labor Cost	Total Cost
Task 3 - Construction Documents, CEQA Documentation and Permitting													
Task 3.1. - Construction Documents	40	150	200	250	0	100	740	$88,250	$45,000	$10,000		$7,100	$150,350
Task 3.2. - CEQA Documentation	40	32	60	0	0	0	132	$17,100			$60,000	$1,400	$78,500
Task 3.3. - Permitting	40	40	100	100	4	120	404	$50,260				$4,100	$54,360
Subtotal Task 2	**120**	**222**	**360**	**350**	**4**	**220**	**1276**	**$155,610**	**$45,000**	**$10,000**	**$60,000**	**$12,600**	**$283,210**

Project Manager	$	150.00	/hour
Principal Engineer	$	150.00	/hour
Associate Engineer	$	105.00	/hour
CADD Designer	$	95.00	/hour
Technical Typist/Clerical	$	65.00	/hour
Principal Electrical Engineer	$	150.00	/hour

COULTERVILLE SERVICE AREA NO. 1
SMALL COMMUNITY DROUGHT RELIEF PROGRAM
NEW WATER SUPPLY WELL, BOOSTER PUMP AND STORAGE TANK
TASK 4 - CONSTRUCTION
BUDGET

Item	Bid Item	Unit	Quantity	Unit Cost	Amount
1	Mobilization	LS	1	$50,000.00	$50,000.00
2	Traffic Control	LS	1	$10,000.00	$10,000.00
3	Construction Surveying	LS	1	$10,000.00	$10,000.00
4	New 100 gpm Well (Test holes, well completion, 10 day pump test, eqiupement, SCADA)	LS	1	$620,000.00	$620,000.00
5	Rehabilitatete Old Water Well (Assessment, New pump, Recondition well screens, Electrical, New structure)	EA	1	$250,000.00	$250,000.00
6	12" C900 Water Transmission Main	LF	1,600	$150.00	$240,000.00
7	New 225,000 Gallon Water Storage Tank (Regrade land, Misc Piping/site improvements)	EA	1	$800,000.00	$800,000.00
8	Inspect & Recoat Exisitng 205,000 gallon Water Storage Tank	EA	1	$225,000.00	$225,000.00
9	Backup power supply (for two wellsites - generators, electrical upgrade, automatic switgear,SCADA)	EA	1	$225,000.00	$225,000.00
				Subtotal	**$2,430,000.00**
Land Acquisition (1 acre @ $50,000/acre)					$50,000.00
Contingency (10%)					$243,000.00
Construction Administration and Materials Testing (7%)					$170,100.00
				Total Project Cost	**$2,893,100.00**

MARIPOSA COUNTY



Photo Credit: Pat Garcia

Drought Preparedness Plan

July 15, 2014

Adopted by Mariposa County Board of Supervisors Resolution No. 2014-353

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

Executive Summary

Calendar year 2013 closed as the driest year in recorded history for many areas of California, and the severe drought is continuing this year.

On January 17, Gov. Edmund G. Brown Jr. declared a drought state of emergency and directed state officials to take all necessary actions in response. On April 25, Governor Brown asked all Californians to redouble their efforts to conserve water, instructed agencies to cut red tape to get water to farmers more quickly, ensure that people have safe drinking water, protect vulnerable wildlife species and prepare for an extreme fire season.

Read the executive order at http://gov.ca.gov/news.php?id=18496.

For California as a whole, 2013 was the driest year on record. From the period July 1, 2013 to February 14, 2014, the state-wide average precipitation value was just 4.54 inches. Normal rainfall for the period is 16.52 inches.

The drought conditions have resulted in loss or substantial reduction of available surface and ground water available for domestic and agricultural uses, discussions regarding re-allocation of water resources statewide, reduction in air quality, a decrease in the snow and water-related tourism activity in the Sierras, and an unprecedented increase in fire danger to Sierra foothill communities.

The majority of Mariposa County's rural residents rely on private on-site wells for their domestic water source. The responsibility for development and maintenance of private wells in the county lies with the property owner. Groundwater supplies for rural development are found in fractures in the bedrock, and the costs associated with drilling and developing a private well is highly variable. It is unknown how much, if any water can be found within the fractures underlying any parcel and there is no guarantee potable water of adequate quality or quantity for development can be found on any parcel.

There are also a number of public drinking water systems in Mariposa County, managed and maintained by "water purveyors". These systems serve residents, guests and business interests in communities, on commercial developed property outside of communities, and in more densely developed residential areas outside of communities. These systems are maintained by Federal Government agencies, State Government agencies, Mariposa County, private and mutual water companies, and individuals. There are currently 63 Public Drinking Water Systems in the County, operating under permits from the State Department of Public Health.

Agricultural properties in the county rely on private on-site wells and surface water for crop irrigation and livestock.

Historically, Mariposa County has been subject to multi-year dry periods, and individual residents, owners of agricultural properties, and "water purveyors" have developed strategies to adjust to

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

anticipated droughts. Some purveyors have developed their own drought plan.

This Drought Preparedness Plan (Phase 1) is intended to provide information to water purveyors, business owners (including agricultural businesses) and county residents, to assist them in responding to the current drought and future droughts. It is noted that purveyors and individuals will all be affected differently by the drought, depending on their particular supply sources.

The public health impacts associated with drought will be addressed in a subsequent document, a Drought Response Plan, currently being prepared by the Health Department, which will specifically focus on public drinking water systems and grey water.

The Draft Plan contained in this packet is labeled as a "Phase 1" Plan. When the Drought Response Plan is completed by the Health Department, it should be referenced or incorporated into this Drought Preparedness Plan.

The Concept of Drought

Drought is a normal, recurrent feature of climate, although many erroneously consider it a rare and random event. It occurs in virtually all climatic zones, but its characteristics vary significantly from one region to another. Drought is a temporary aberration; it differs from aridity, which is restricted to low rainfall regions and is a permanent feature of climate.

Drought is an insidious hazard of nature. Although it has scores of definitions, it originates from a deficiency of precipitation over an extended period of time, usually a season or more. This deficiency results in a water shortage for some activity, group, or environmental sector. Drought should be considered relative to some long-term average condition of balance between precipitation and evapotranspiration (i.e., evaporation + transpiration) in a particular area, a condition often perceived as "normal". It is also related to the timing (i.e., principal season of occurrence, delays in the start of the rainy season, occurrence of rains in relation to principal crop growth stages) and the effectiveness (i.e., rainfall intensity, number of rainfall events) of the rains. Other climatic factors such as high temperature, high wind, and low relative humidity are often associated with it in many regions of the world and can significantly aggravate its severity.

Drought should not be viewed as merely a physical phenomenon or natural event. Its impacts on society result from the interplay between a natural event (less precipitation than expected resulting from natural climatic variability) and the demand people place on water supply. Recent droughts in both developing and developed countries and the resulting economic and environmental impacts and personal hardships have underscored the vulnerability of all societies to this "natural" hazard.

Information excerpted from the National Drought Mitigation Center, University of Nebraska, Lincoln.

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)



Photo Credit: Lauren Hubert

Introduction and Purpose

Dry periods and drought are a way of life for Central Sierra California, including residents, businesses and guests of Mariposa County. Local water purveyors understand the need to prevent problems associated with drought, thus most purveyors have more than one supply source to rely on when shortages occur.

The purpose of this plan is to identify both proactive and reactive things that the county's water purveyors and private well users may do, on a voluntary basis, to address the current drought and future droughts. These recommendations may differ from mandatory restrictions or provisions which individual water purveyors institute for their service area.

This plan will be updated as needed, including when the Health Department's Drought Response Plan is published.

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)



Photo Credit: Lauren Hubert

Related Planning Project: IRWM

The California IRWM (Integrated Regional Water Management) Grant Program is designed to encourage integrated regional strategies for management of water resources and to provide funding for implementation projects that support integrated water management. The Mariposa County Regional Water Advisory Committee (RWAC) developed the Yosemite-Mariposa (Y-M) Integrated Regional Water Management (IRWM) Plan for Mariposa County and projects identified within the IRWM Plan will be eligible to apply for IRWM Grant funding.

As a result of the current state-wide drought in California, the 2014 IRWM Drought Guidelines were issued. Mariposa County is submitting grant applications for funding for a number of water supply projects identified in the IRWM Plan. The need for these water supply projects is intensified by the current drought conditions.

The adoption and implementation of a Drought Preparedness Plan is one review component for the Grant Program. Having an adopted Drought Preparedness Plan will help Mariposa County's projects score higher; making them more eligible for funding.

Related Committees or Agencies

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

RWAC Technical Advisory Committee: The Yosemite-Mariposa Integrated Regional Water Management (IRWM) process "created" a Water Shortage/Drought Preparedness Planning Technical Advisory Committee comprising staff from the local water purveyors. This group helped shape the regional plan (IRWM Plan), and may serve in an advisory capacity for future decisions and discussions related to the impacts of the current drought.

Mariposa County Water Agency: The Mariposa County Water Agency was established by the state legislature in 1959 to provide the legal framework necessary for the conservation, development, control and use of water for the public good and for the protection of the life and property of those within the exterior boundaries of Mariposa County and outside the boundaries of Yosemite National Park. The Water Agency, as a political and corporate body, has the ability to enter into contracts for water supply, to control flood and storm waters, to store water, to contract for the sale and use of falling water for electric energy, and to purchase, lease or acquire water and water rights. The Water Agency may also develop facilities for sewage, waste and storm water, and may contract with other districts to carry out its purposes and powers.

No significant water projects have been completed by the County Water Agency itself, although it has funded many projects through loans to other agencies, including the Coulterville Sewer (bond), the Yosemite West Maintenance district, the Mariposa Public Utilities District, Yosemite Alpine Community Services District and the Coulterville Service Area.

Background Information

This section contains information about rainfall, past droughts, current water demand and supplies and changes which have occurred since the last prolonged drought.

Rainfall

Average annual precipitation in Mariposa County varies from 20"- 39" near the town of Mariposa to a maximum of about 50" at the uppermost elevations of the Sierra Mountains. See Figure 1 for Mariposa County's historic precipitation levels and rainfall statistics.

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

Figure 1

Mariposa County Rainfall Statistics

Most Rainfall in a Year:
1997-2012: 55.75" in Mariposa (1997 was the worse flood year in the last 200 years.)

Wettest Month:
December 1997: 21.36" in Mariposa

Biggest Storm Event:
January 1997: Highest flow in Merced River in approximately 150 years—89,000 cfs (cubic feet per second- about 40 million gallons per minute) flowed into Lake McClure

Driest Year:
1877: 4.49 inches in Mariposa



Photo Credit: K. Williams

Mariposa County Hydrology

The western portion of the County is relatively flat, with gently rolling hills that gradually increase

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

toward the east. Elevations begin around 300 feet in western areas of the County, and rise to nearly 11,000 feet in the east. Most inhabited regions are below 5,000 feet.

Precipitation varies between the lower elevations in the western and southern portions of the County and the higher elevations in the eastern and northern portions of the County. Average precipitation ranges from about 15 inches annually in the lower elevations to about 50 inches at the higher elevations. Most of the annual precipitation falls between November and late April. Precipitation at the lower elevations occurs mainly in the form of rainfall with snowfall becoming the dominant form at the higher elevations. Melting of the winter snowpack at the higher elevations becomes the major source of runoff to the Merced River during the spring and summer months.

Mariposa County contains three major drainage basins: the Merced River, Chowchilla/Fresno River, and a localized cluster of streams of the east valley known as the Lower Mariposa group of streams. These three basins and their component watersheds are part of the much larger San Joaquin River system that drains the western slopes of the Sierra Nevada.

All three basins contain significant acreage managed by the Bureau of Land Management (BLM), United States Forest Service (USFS) and the National Park Service (NPS). The lower portions of the three basins contain significant watershed acreage managed by BLM. Most of this land is subject to grazing, and much of the precipitation falls as rain. At higher elevations, however, the NPS manages considerable acreage of pristine forests, riparian woodlands, meadows, and exposed rock strata in Yosemite National Park that act as sources of both surface waters and groundwater recharge. Much of the precipitation on NPS lands falls in the form of snow, which in wet years, produces significant snowpack.

The two national forests in Mariposa County are the Sierra and Stanislaus, administered by the Forest Service. In contrast to NPS, USFS manages relatively small areas of both the middle and upper portions of the Merced River basin and the upper portions of the Chowchilla/Fresno River basin for purposes of "Multiple Use": grazing, mining, recreation, timber, water and wildlife.

Most of the surface water rights in Mariposa County are owned by jurisdictions from outside the county, the major owner being the Merced Irrigation District (MID). The MID delivers water to agricultural uses in the Central Valley.

In the south of the county, the Madera Irrigation District appropriates Merced River Basin water based on a court settlement and pre-1914 water rights to Big Creek. The Big Creek Diversion operated by the Madera Irrigation District conveys water across the Merced River Basin/Chowchilla River Basin divide in a ditch and flume system. According to the County of Mariposa, the surface water rights to the Chowchilla River Basin are fully appropriated, "and water rights may not be available." (County of Mariposa, General Plan Volume III Technical Background Reports, 2006).

Importance of Rainfall to Water Supplies

Local surface and ground water supplies are dependent on precipitation for recharge. An indicator of local hydrologic conditions is the level of storage in Lake McClure. High reservoir storage levels result

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

from wet periods or even just one wet year. Low reservoir storage results from years or low precipitation.

Past Droughts

Historical records show that local drought periods of several years or more are cyclical, recurring about every forty years. Tree ring studies covering time periods of several centuries reveal apparent droughts lasting as long as 16 years or more. Past records show droughts in Mariposa County have lasted an average of five years.

Supply

Groundwater (supplying private and water purveyor wells) and surface water are the most widely used supplies in Mariposa County.

Like many mountainous areas of California, the majority of Mariposa County's groundwater originates from cracks or fractures in hard rocks, such as granite, greenstone, and basalt (only Yosemite Valley has a "groundwater basin", where ground water is encountered at predictable levels). This ground water does not actually penetrate the rocks, because there is no pore space between the grains of the rock. However, some of these rocks have fractures in them. These fractures store water and yield small amounts of water to wells that intersect the fractures. Some sedimentary rocks, like sandstone, are hard but can still absorb some water into their pores. The cracks or fractures are fed by runoff and snowmelt.

County Drought Actions

The following section provides voluntary actions that may be undertaken by water purveyors, residents, business owners, and visitors during a drought. These actions are organized into the following:

- Methods to Increase Existing Supplies
- Methods to Increase Efficiency and Reduce Use
- Modifications to Operations
- Cooperative Efforts with Other Agencies
- Demand Reduction Actions
- Public Outreach

Methods to Increase Existing Supplies – Residential and Commercial Uses

- Install more water storage, so that pumping can be done during times of lower demand.
- Bring more wells into water purveyor system – either new wells or existing wells.

Methods to Increase Efficiency and Reduce Water Use - Residential Uses

Laundry room

- Use the washing machine for full loads only.
- Install a water-efficient clothes washer (save up to 16 gallons/load).

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

- Wash dark clothes in cold water (will help clothes retain their color as well).

Kitchen

- Run the dishwasher only when full.
- Install a water- and energy-efficient dishwasher (save 3 to 8 gallons/load).
- Install aerators on the kitchen faucet (reduce flows to less than 1 gallon per minute).
- When washing dishes by hand, don't let the water run. Fill one basin with wash water and the other with rinse water.
- Use the dishwasher instead of washing dishes by hand. Dishwashers typically use less water than hand washing dishes.
- If your dishwasher is new, cut back on pre-rinsing dishes before loading them. Newer models clean more thoroughly than older ones.
- Soak pots and pans instead of letting the water run while you scrape them clean.
- Use the garbage disposal sparingly. Instead, compost vegetable food waste.
- Wash fruits and vegetables in a pan of water instead of running water from the tap.
- Don't use running water to thaw food. Defrost food in the refrigerator.
- Keep a pitcher of drinking water in the refrigerator instead of running the tap for cold water.
- Cook food in as little water as possible. This also helps it retain more nutrients.
- Select the proper pan size for cooking. Large pans may require more cooking water than necessary.
- If ice cubes are dropped on the flood, don't throw them in the sink. Drop them in a house plant instead.
- Collect the water used for rinsing fruit and vegetables. Use it to water house plants or yard plants.

Bathroom

- Install low-flow shower heads (save up to 2.5 gallons per shower).
- Take five minute showers instead of 10 minute showers (save 12.5 gallons with a low flow showerhead or 25 gallons with a standard 5.0 gallon per minute showerhead).
- Take a (short) shower instead of a bath. A bathtub can use up to 70 gallons of water.
- Fill the bathtub halfway or less (save 12 gallons or more per bath).
- When running a bath, plug the bathtub before turning on the water. Adjust the temperature as the tub fills.
- Install aerators on bathroom faucets (save up to 1.2 gallons per person/day).
- Turn water off when brushing teeth or shaving (save approximately 10 gallons/day).
- Install a high-efficiency toilet (save 19 Gallons per person/day).
- Don't use the toilet as a wastebasket.
- Test your toilet for leaks regularly (at least once a year). Put food coloring in your toilet tank. If it seeps into the bowl without flushing, there's a leak. Fix it and save gallons of water per day.
- Install a dual-flush toilet. It has two flush options: a half-flush for liquid waste and a full-flush for solid waste.
- Plug the sink instead of running the water to rinse your razor (save up to 300 gallons a month).
- Turn off the water while washing your hair (save up to 150 gallons a month).

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

- When washing your hands, turn the water off while you lather.

Outside

- Water early in the morning or later in the evening when temperatures are cooler (save up to 25 gallons/watering).
- Check sprinkler system frequently and adjust sprinklers so only needed areas are watered (save up to 15 gallons/watering).
- Choose a water-efficient irrigation system such as drip irrigation for your trees, shrubs, and flowers (save up to 15 gallons/watering).
- Water deeply but less frequently.
- Put a layer of mulch around trees and plants to reduce evaporation. Organic mulch also improves the soil and prevents weeds. Save up to 30 gallons per 1,000 sq. ft./watering.
- Plant drought-resistant trees and plants. Save up to 60 gallons per 1,000 sq. ft./watering.
- Choose the correct plants for the climate and location in yard (microclimate).
- Do not overwatering landscapes.
- Invest in a weather-based irrigation controller—or a smart controller to automatically adjust the watering time and frequency based on soil moisture, rain, wind, and evaporation and transpiration rates.
- Wash vehicles less often; use a commercial car wash that recycles water.
- Install a water-saving pool filter for swimming pools.
- Lower pool water level to reduce amount of water splashed out.
- Channel splashed-out pool water onto landscaping.
- Use pool filter backwash for landscape irrigation.
- Use a pool cover to reduce evaporation when pool is not being used.
- Sweep or blow paved areas to clean, rather than hosing off.

Methods to Increase Efficiency and Reduce Water Use – Commercial Uses

Interior

- Post conspicuous notices in lodging facilities encouraging conservation.
- Install ultra-low flow toilets, or adjust flush valves or install dams on existing toilets.
- Install faucet aerators and high efficiency showerheads.
- Use water-conserving ice makers.
- As appliances and equipment wear out, replace them with water-saving models.
- Detect and repair all leaks in supply and distribution lines.
- Minimize the water used in cooling equipment in accordance with manufacturer's recommendations. Shut off cooling units when not needed.
- Turn off dishwashers when not in use. Wash full loads only.
- Scrape rather than rinse dishes before washing.
- Use water from steam tables to wash down cooking areas.
- Do not use running water to melt ice or frozen foods.
- Handle waste materials in a dry state whenever possible.

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

- Wash only full loads of laundry or select the appropriate washing cycle provided on the washing machine. Use rinse water / recycle system. Consider purchasing high efficiency equipment.

Exterior

- Wash commercial vehicles less often; use a commercial car wash that recycles water.
- Install a water-saving pool filter for swimming pools.
- Lower pool water level to reduce amount of water splashed out.
- Channel splashed-out pool water onto landscaping.
- Use pool filter backwash for landscape irrigation.
- Use a pool cover to reduce evaporation when pool is not being used.
- Sweep or blow paved areas, sidewalks, driveways and parking lots to clean, rather than hosing off.
- Do not water landscape every day; two-to-three times a week is usually sufficient.
- Avoid plant fertilizing and pruning that would stimulate excessive growth.
- Remove weeds and unhealthy plants so remaining plants can benefit from the water saved.
- In many cases, older, established plants require only infrequent irrigation. Look for indications of water need, such as wilting, change of color, or dry soils.
- Install soil moisture overrides or timers on sprinkler systems. Time watering, when possible, to occur in the early morning or evening when evaporation is lowest.
- Make sure irrigation equipment applies water uniformly. Install drip irrigation systems.
- Mulch around plants to reduce evaporation and discourage weeds.
- Remove thatch and aerate turf to encourage the movement of water to the root zone.
- Avoid runoff and make sure sprinklers cover just the lawn or garden, not sidewalks, driveways, or gutters.
- Replace traditional landscaped areas with xeriscaping or hardscape landscaping (using areas of decorative rocks or mulch instead of ground cover)

General

- Designate a water efficiency coordinator on staff to monitor water use and waste and to coordinate all efficiency efforts.
- Develop a mission statement and a plan for water use efficiency.
- Educate and involve employees in water efficiency efforts. Increase employee awareness of water conservation.
- Seek employee suggestions on water conservation; locate suggestion boxes in prominent areas.
- Conduct contests for employees for improved conservation ideas and efforts.
- Install signs encouraging water conservation in employee and customer restrooms.
- When cleaning with water is necessary, use budgeted amounts.
- Read water meter weekly to monitor success of water conservation efforts.
- Develop a water use plan to determine and monitor the quantity and purpose of water being used for various aspects of business operation.

Building Maintenance

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

- Check water supply and distribution system for leaks. Fix leaks as soon as they are detected.
- Repair dripping faucets, showers and continuously running or leaking toilets.
- Install flow reducers and faucet aerators in all plumbing fixtures whenever possible.
- Reduce the water used in toilet flushing by either adjusting the vacuum flush mechanism or installing toilet tank displacement devices (dams, bottles, or bags).
- Replace appliances and fixtures with water-saving models.
- Shut off water supply to any areas / rooms not in use.
- Minimize water used in cooling equipment, such as air compressors, in accordance with the manufacturer recommendations.
- Reduce the load on air conditioning units by shutting air conditioning off when and where it is not needed.
- Keep hot water pipes insulated.
- Avoid excessive boiler and air conditioner blow down. Monitor total dissolved solids levels and blow down only when needed.
- Instruct clean-up crew to use less water for mopping.
- Switch from wet or steam carpet cleaning methods to dry powder methods.
- Change window cleaning schedule from periodic to an on-call/as required basis.

Kitchens

- Turn off the continuous flow used to clean the drain trays of the coffee/milk/soda beverage island; clean the trays only as needed.
- Turn dishwasher off when not in use. Wash full loads only.
- Replace spray heads to reduce water flow. If necessary, use ponded water.
- Use water from steam tables to wash down cooking area.
- Do not use running water to melt ice or frozen foods.
- Use water-conserving ice makers.
- Recycle water where feasible, consistent with state and county requirements.
- Recycle rinse water from the dishwater or recirculate it to the garbage disposer.
- Presoak utensils and dishes in ponded water instead of using running water rinse methods.
- Wash vegetables in ponded water; do not let water run in preparation sink.

Bar

- Do not use running water to melt ice in the sink strainers.

Laundry Facilities

- Reprogram machines to eliminate a rinse or suds cycle, if possible and if not restricted by health regulations.
- Reduce water levels, where possible, to minimize water required per load of washing.
- Wash full loads only.
- Evaluate wash formula and machine cycles for water use efficiency.

Agriculture

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

- Check all portions of water system to eliminate leaks.
- Increase water storage as permitted.
- Use floats on water troughs.
- Do not wash vehicles.
- Eliminate irrigated grounds until drought is over.



Photo credit: K. Williams

Cooperative Efforts

- Research grant and other funding opportunities for local water supply and storage projects.
- Apply for grant funding for local water supply and storage projects.
- Convene meetings of the RWAC's Regional Water Shortage/Drought Preparedness Technical Advisory Committee (TAC) to coordinate local efforts and communication with water purveyors during the on-going drought.

Demand Reduction Actions

- Water purveyors could develop scaled billing rates to encourage conservation.
- Water purveyors could develop financial incentive programs to encourage fixture replacement with high efficiency models.

Public Outreach

The County, water purveyors and/or the Technical Advisory Committee could hold public workshops or

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

meetings, develop flyers for distribution, put educational notices in local newspapers (including on-line papers), develop a website, or have public service announcements on local radios to:

1) educate water users and managers about proactive and reactive steps to take during the drought,
2) conduct education programs in coordination with schools
2) obtain feedback from water users and managers,
3) keep the community informed about current drought conditions,
4) coordinate future emergency actions necessary to respond to the drought, and
5) other purpose as needed.

Attachment: Mariposa Drought Preparedness Plan 2014 (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

MARIPOSA COUNTY RESOLUTION NUMBER_____

A RESOLUTION AUTHORIZING MARIPOSA COUNTY TO ACCEPT GRANT FUNDING FROM THE SMALL COMMUNITY DROUGHT RELIEF PROGRAM FOR THE COULTERVILLE SERVICE AREA NO. ONE (CSA #1)

WHEREAS, the Coulterville Service Area No. One (CSA #1) is in immediate need of additional utility infrastructure to offset current and future droughts; and

WHEREAS, the Mariposa County Board of Supervisors approved the Mariposa County Drought Preparedness Plan on July 15, 2014; and

WHEREAS, as a result of the current statewide drought in California, Mariposa County submitted a grant application for funding from the Small Community Drought Relief Program for a number of water supply projects countywide.

NOW, THEREFORE BE IT RESOLVED, the Mariposa County Board of Supervisors accepts grant funding in the amount of $2,279,990 for the Coulterville Drought Relief Project from the Small Community Drought Relief Program. The Director of Public Works, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposals, and execute a grant agreement or any amendments thereto with California Department of Water Resources.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this _____ day of February 2023, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Coulterville Drought Relief Resolution (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant Funding for CSA #1)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5578	350	45063	State Grant Revenue		($2,279,990)	
5578	350	70321	Utility Infrastructure		$2,279,990	
TRANSFER BETWEEN FUNDS						
				TOTALS	$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.

JUSTIFICATION: Coulterville water system improvements

DEPT HEAD SIGNATURE _____ DATE: 9/15/22

APPROVED BY RES NO. _____ CLERK _____ DATE _____

5578 Coulterville Proposition 1 - Water System

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY22-23 Fund 5578 Cltvl Prop 1 Water Systems (CSA1M-2023-3 : Adopt a Resolution to Approve & Accept Grant

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-106

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Cancellation of 4Th Tuesday Meetings

RECOMMENDATION AND JUSTIFICATION:

Cancel Board of Supervisors Meetings that Fall on 4th Tuesdays.

Meetings that will be cancelled are as follows:

February 28th, 2023
March 28th, 2023
April 25th, 2023
May 23rd, 2023
June 27th, 2023
July 25th, 2023
August 22nd, 2023
September 26th, 2023
October 24th, 2023
November 28th, 2023

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board directed staff on February 7th, 2023 to move to three meetings a month. This will be the first step in changing the schedule of 2023.

An ordinance will come before the board to change Title 2.04.010 to be effective January 1st, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Pick and choose, dates to not cancel or do not cancel any and wait until the ordinance is in effect.

ATTACHMENTS:
2023 Calendar - (3 meetings a month proposed) (PDF)
2023 BOS Meeting Schedule 4th Tuesday cancelled - Proposed (PDF)

RESULT: **ADOPTED [3 TO 2]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Danette Toso, Rosemarie Smallcombe, Wayne Forsythe
NAYS: Shannon Poe, Miles Menetrey

Board of Supervisors 2023

January						
S	M	T	W	T	F	S
1	2	X	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					

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	X	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

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	31	

April						
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						

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		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	x	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		30	21		

September						
S	M	T	W	T	F	S
					1	2
3	4	X	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					

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	x	15	16	17	18
19	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	X	27	28	29	30
31						

Holiday

5th Tuesday

Meeting Date

Cancellation of the 4th Tuesdays

Sept. 20 - 22: RCRC Annual Meeting

April 11 & 13: CSAC Legislative Conf.

Nov. 13 -17: CSAC Annual Meeting

X Meeting Cancelled

Feb 11 - 14: NACo Leg. Conference (D.C.)

May 17 - 19: NACo West. Interstate Reg. Conf (St. George, UT)

July 21 - 24: NACo Annual Conference (Travis County - Austin, TX))

Holidays:

Jan. 1st - New Years (Observed 1/2/2023)
Jan. 16th - Martin Luther King Day
Feb. 20th - Presidents' Day
May 29th - Memorial /Day
July 4th - Independence Day
Sept. 4th - Labor Day
Oct. 9th - Columbus Day
Nov. 10th - Veterans Day
Nov. 24th & 25th - Thanksgiving
Dec. 25th - Christmas

Attachment: 2023 Calendar - (3 meetings a month proposed) (RES-2023-106 : Cancellation of 4Th

2023 Board of Supervisors Meeting Schedule (Proposed)

JANUARY:

January 3rd - CANCELLED in January 2022
January 10th
January 17th
January 24th
January 31st *No Board meeting - Fifth Tuesday*

FEBRUARY:

February 7th
February 14th
February 21st
February 28th - *CANCEL*

MARCH:

March 7th
March 14th
March 21st
March 28th - *CANCEL*

APRIL:

April 4th
April 11th
April 18th
April 25th - *CANCEL*

MAY:

May 2nd
May 9th
May 16th
May 23rd - *CANCEL*

May 30th *No Board meeting - Fifth Tuesday*

JUNE:

June 6th
June 13th
June 20th
June 27th - *CANCEL*

JULY:

July 4th - CANCELLED (Falls on Independence Day)

Attachment: 2023 BOS Meeting Schedule 4th Tuesday cancelled - Proposed (RES-2023-106 : Cancellation of 4Th Tuesday Meetings)

July 11th
July 18th
July 25th - *CANCEL*

AUGUST:

August 1st
August 8th
August 15th
August 22nd - *CANCEL*

August 29th *No Board meeting - Fifth Tuesday*

SEPTEMBER:

September 5th - CANCELLED (Follows Labor Day)
September 12th
September 19th
September 26th - *CANCEL*

OCTOBER:

October 3rd
October 10th
October 17th
October 24th - *CANCEL*

October 31st *No Board meeting - Fifth Tuesday*

NOVEMBER:

November 7th
November 14th - CANCELLED (CSAC Annual Meeting)
November 21st
November 28th - *CANCEL*

DECEMBER:

December 5th
December 12th
December 19th
December 26th - CANCELLED for holidays

JANUARY 2024:

January 2nd - CANCELLED for holidays
January 9th - First meeting of the new year

Attachment: 2023 BOS Meeting Schedule 4th Tuesday cancelled - Proposed (RES-2023-106 : Cancellation of 4Th Tuesday Meetings)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Re-Appointments (Agricultural Advisory Committee)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Tony Toso as a Voting Member Representing the Cattle Industry and Re-Appoint John Shimer as an At Large Voting Member for the Agricultural Advisory Committee for Terms to Expire February 28, 2025.

All have expressed interest in continuing to serve and Toso has provided a letter from the California Cattle Association.

This committee does not have any vacancies at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Toso was appointed February 01, 2005

Shimer was appointed June 18, 2013

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If committee members are not re-appointed this would result in vacancies which could cause a possible lack of quorum for the committee until the vacancies are advertised and filled.

ATTACHMENTS:
221220 Toso redact app and ref letter (PDF)
221228 Shimer redact app (PDF)

RESULT: **ADOPTED [4 TO 0]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe, Miles Menetrey
RECUSED: Danette Toso

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Agricultural Advisory Committee

Supervisorial District in which you Reside: 3

Length of Residency in the County: 1991

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Anthony

Last Name:
Toso

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
yes

Employment Status: Employed

Employer's Name:
Edwards, Lien & Toso, Inc.

Employer's Address:

Day Telephone Number:

Cell Phone Number:
same

Please explain why you wish to serve on this Board/Commission/Committee:
Have served on this committee since ±2005. I do it to protect and promote agriculture in our county.

Please list prior/current appointments to other Boards/Commissions/Committees:
Member of AAC since ±2005
Worked on General Plan Agriculture component in 2006
Worked on Williamson Act task force from about 2006 to about 2010

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: 221220 Toso redact app and ref letter (2023-26 : PAC Re-Appointments (Agricultural Advisory Committee))

List any information regarding experience, training and/or education that you feel qualifies you for this position:

See attached resume. Highlights are:

Local Rancher (Cotton Creek Ranch, Hornitos)
Designated Agricutural Appraiser
CFO/Shareholder Edwards, Lien & Toso, Inc. (Ag Appraisers and Brokers)
Immediate past president of the California Cattlemen's Association
President elect (national) of the American Society of Farm Managers and Rural Appraisers (ASFMRA)
Vice Chair of the National Cattlemen's Beef Association International Trade Committee
Past Presient of the Californai Chapter of the American Society of Farm Managers and Rural Appraisers
Past President of the Merced-Mariposa County Cattlemen's Association
Past President of the Mariposa County Farm Bureau
2020 California Chapter of the ASFMRA Appraiser of the Year
Current Chair of the Mariposa County Ag Advisory Committee

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

My wife, Danette Toso, was recently elected as the District Three Supervisor for Mariposa County and will be sworn in on January 2, 2023

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
Yes	Normal AAC schedule	Yes

* On file @ Planning

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 12/20/2022 Signature: [signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221220 Toso redact app and ref letter (2023-26 : PAC Re-Appointments (Agricultural Advisory Committee))

CALIFORNIA CATTLEMEN'S ASSOCIATION

1221 H STREET - SACRAMENTO, CALIFORNIA - 95814-1910

SERVING THE CATTLE
COMMUNITY SINCE 1917

PHONE: (916) 444-0845
FAX: (916) 444-2194
www.calcattlemen.org

December 14, 2022

Steve Engfer, Deputy Director
Mariposa County Planning Department
P.O. Box 2039
Mariposa, CA 95338

Re: Reappointment of Tony Toso to Mariposa County Agricultural Advisory Committee

Deputy Director Engfer:

On behalf of the California Cattlemen's Association (CCA), I write to strongly support the reappointment of Tony Toso as the representative of the cattle industry on Mariposa County's Agricultural Advisory Committee. CCA represents 1,700 cattle producers throughout the state of California, including approximately 50 members affiliated with the Merced/Mariposa Cattlemen's Association. Over the past four years I have had the pleasure of working closely with Tony throughout his term of service on the CCA Officer Team, and I have come to know him as an informed, reasoned, and passionate advocate for agriculture. Mariposa County will be exceptionally well-served by Tony's expertise on the Agricultural Advisory Committee, and for this reason I enthusiastically recommend that he be reappointed to that body.

Simply put, there is no individual better qualified than Tony Toso to represent the cattle industry on the Agricultural Advisory Committee. Tony is the immediate past president of CCA, and in that role superbly represented all CCA members in state and national affairs, in particular championing market transparency at the national level at a time when the COVID-19 pandemic and several other "black swan" events had caused disruptions in cattle markets. Prior to his tenure as CCA President, Tony did double duty as CCA First Vice President and as Chair of CCA's Fire Subcommittee, including during the historically catastrophic 2020 Fire Season. Tony's hands-on leadership spurred the introduction and passage of two bills in the State Legislature aimed at diminishing the threat of wildfire by increasing application of prescribed fire and ensuring ranchers can safeguard their livestock in the event of a wildfire emergency. Before climbing the ranks at CCA, Tony ably represented cattle producers – and all California agriculturalists – in the leadership of the California Farm Bureau Federation.

Additionally, as an agricultural appraiser who has earned numerous accolades from organizations such as the American Society of Farm Managers and Rural Appraisers, Toso is intimately familiar with the wide range of issues impacting farmers and other rural landowners in Mariposa County and elsewhere.

Most relevant to his qualifications for the Agricultural Advisory Committee, however, is Tony's tireless work on behalf of Mariposa County farmers and ranchers. Tony has long been active in advocating locally for Mariposa County producers as a member of the Merced/Mariposa

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FEEDER COUNCIL CHAIR
BRAWLEY

MIKE MCCLUSKEY
SECOND VICE PRESIDENT
RED BLUFF

JOE DAN CAMERON
FEEDER COUNCIL VICECHAIR
BRAWLEY

Attachment: 221220 Toso redact app and ref letter (2023-26 : PAC Re-Appointments (Agricultural Advisory Committee))

Cattlemen's Association, the Mariposa County Farm Bureau, and as the cattle industry representative to the Agricultural Advisory Committee since 2005. During his years in leadership at CCA, Tony has championed the causes of Mariposa County cattle producers at the local and state levels, ensuring their engagement and representation in matters of wildfire resilience, water resources management, and land conservation, just to name a few. Mariposa County's Commercial Livestock Pass – which permits ranchers access to care for their animals during wildfires and other emergencies – would not have come to fruition without Tony, as he championed the state legislation that facilitated such programs and advocated for the program to be implemented locally.

Tony has been an exceptionally well-informed, passionate, and effective advocate for Mariposa County cattle producers throughout his decades of service within a variety of local and statewide organizations. It is doubtful that any cattle producer in Mariposa County is better equipped than Tony to advise the County on agricultural matters, particularly those impacting the cattle production sector, and it is for this reason that CCA is proud to recommend that Tony be reappointed to the Mariposa County Agricultural Advisory Committee. Should you wish to discuss Tony's qualifications further, please do not hesitate to contact me at (916) 444-0845.

Sincerely,



Billy Gatlin
Executive Vice President

CC: Carol Suggs, Executive Assistant, Mariposa County Planning Department

Attachment: 221220 Toso redact app and ref letter (2023-26 : PAC Re-Appointments (Agricultural Advisory Committee))

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DEC 28 2022
BOARD OF SUPERVISORS

County of Mariposa
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: AG Commissioner

Supervisorial District in which you Reside: 2

Length of Residency in the County: 55

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: John

Last Name: Shimer

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: yes

Employment Status: Retired

Employer's Name: MAL FIRE

Employer's Address:

Day Telephone Number: [redacted]

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
Enjoyed my previous experience

Please list prior/current appointments to other Boards/Commissions/Committees:
AG Commission
Historic Sites

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: 221228 Shimer redact app (2023-26 : PAC Re-Appointments (Agricultural Advisory Committee))

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

NO

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
NO	ANY	YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 12-20-22 Signature: [signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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