

## Regular Meeting of the Madera City Council

205 W. 4<sup>th</sup> Street, Madera, California 93637

### **AMENDED** **NOTICE AND AGENDA**

Wednesday, December 16, 2020  
6:00 p.m.

Council Chambers  
City Hall

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This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 978 7265 7853# followed by \*9 on your phone to speak. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4<sup>th</sup> Street, Madera, CA 93637.

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#### **CALL TO ORDER:**

**ROLL CALL:** Mayor Santos Garcia  
Mayor Pro Tem Artemio Villegas, District 6  
Councilmember Cece Gallegos, District 1  
Councilmember Jose Rodriguez, District 2  
Councilmember Steve Montes, District 3  
Councilmember Anita Evans, District 4  
Vacant, District 5

**INVOCATION:** Rev. Sammie Neely, Mt. Zion Missionary Baptist

#### **PLEDGE OF ALLEGIANCE:**

#### **APPROVAL OF AGENDA:**

#### **PUBLIC COMMENT:**

*The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.*

**WRITTEN COMMUNICATIONS:** None

**PRESENTATIONS:**

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Proclamation Recognizing December as General Aviation Appreciation Month
3. Proclamation Recognizing Battalion Chief James Forga for 39 Years of CAL FIRE Service and Service to the City of Madera Fire Department

**INTRODUCTIONS:** None

**A. WORKSHOP:** None

**B. CONSENT CALENDAR:**

*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.*

**B-1 Informational Report on Register of Audited Demands for November 21, 2020 to December 4, 2020.**

**Recommendation:** No Action Required (Report by Roger Sanchez)

**B-2 Informational Report on Personnel Activity**

**Recommendation:** No Action Required (Report by Wendy Silva)

**B-3 Antenna and Equipment Space Lease Renewal at the Madera Municipal Airport**

**Recommendation:** Adopt a Resolution Approving the Antenna and Equipment Space Lease Renewal with the Federal Aviation Administration at the Madera Municipal Airport (Report by Daniel Foss)

**B-4 Madera Metro Public Transportation Agency Safety Plan**

**Recommendation:** Adopt a Resolution Adopting the Madera Metro Public Transportation Agency Safety Plan (Report by Ivette Iraheta)

**B-5 Acceptance of Off-Site Improvements Associated with the Love's Travel Stops and Country Stores for the Madera Travel Center Project**

**Recommendation:** Adopt a Resolution Accepting Improvements Required to be Installed in Connection with the Madera Travel Center Project per the terms of the Development Agreement between the City, Lisa M. Guzman, Trustee of the Bypass Trust Under the Guzman Living Trust Dated May 13, 2013 and Love's Travel Stops and Country Stores, Inc. (Report by Keith Helmuth)

**B-6 Extension of Streambed Alteration Agreement**

**Recommendation:** Approve a Minute Order Authorizing the City Engineer to Request Extension and Execute Streambed Alteration Agreement with California Fish and Wildlife (CDFW) Relating to Routine Maintenance of City-owned Bridges (Report by Keith Helmuth)

**C. PUBLIC HEARINGS:** None

**D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:**

**D-1 Proposition 68 Per Capita Grant Funds**

**Recommendation:** Adopt a Resolution Approving the Program Application(s) for Proposition 68 Per Capita Grant Funds (Report by John Scarborough)

**D-2 Gateway Drive-Central Ave-3<sup>rd</sup> Street-E Street Sidewalk Improvements Project, Federal Project No. CML-5157(095), City Project No. R-38**

**Recommendation:** Adopt a Resolution Approving the Contract Award for Gateway Drive-Central Ave-3<sup>rd</sup> Street-E Street Sidewalk Improvements Project, Federal Project No. CML-5157(095), City Project No. R-38, in the amount of \$383,857.00 to Witbro, Inc. dba Seal Rite Paving and Grading (Report by Keith Helmuth)

**D-3 Madera Municipal Airport Runway 8-26 Runway Closure Markings**

**Recommendation:** Adopt a Resolution Approving an Agreement with Anderson Striping and Construction, Inc. relating to the Madera Municipal Airport Runway 8-26 Closure Markings (Report by Daniel Foss)

**D-4 Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. to Update the Waste Discharge Permit for the City's Wastewater Treatment Plant**

**Recommendation:** Adopt a Resolution Approving Contract Amendment No. 1 for Professional Engineering Services to Update the Waste Discharge Permit for the Wastewater Treatment Plant in the amount of \$157,000 (Report by Daniel Foss)

**D-5 Submittal of Local Early Action Planning Grants Program (LEAP) Grant Application in the Amount of \$300,000**

**Recommendation:** Adopt a Resolution Authorizing for, and receipt of, Local Government Planning Support Grant Program Funds (Report by Gary Conte)

**D-6 Appointing a Third Councilmember to the City's Cannabis Ad-Hoc Committee**

**Recommendation:** Approve a Minute Order Appointing a Third Councilmember to Serve on the Cannabis Ad-Hoc Committee (Report by Arnoldo Rodriguez)

**E. ADMINISTRATIVE REPORTS:**

**E-1 Discussion on Savings Achieved by Refinancing the City's 2006 California Infrastructure and Economic Development Bank (CIEDB) Wastewater Loan in the amount of \$6,497,000, with a Potential Annual Savings of \$23,000 to the Sewer Enterprise Fund**

**Recommendation:** Deliberation and Direction Given from Council (Report by Roger Sanchez)

**E-2 Seek Direction Regarding the 2021 Regular City Council Meeting Schedule**

**Recommendation:** Deliberation and Direction Given from Council (Report by Arnoldo Rodriguez)

**E-3 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic**

**Recommendation:** Deliberation and Direction Given from Council (Report by Arnolando Rodriguez)

**F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**

*This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.*

**G. CLOSED SESSION:**

**G-1 Conference with Legal Counsel – Anticipated Litigation**

Initiation of Litigation Pursuant to Government Code Section 54956.9 (d)(4)  
One Case: City of Madera v. High Speed Rail Authority

**G-2 Conference with Legal Counsel – Anticipated Litigation**

Initiation of Litigation Pursuant to Government Code Section 54956.9 (d)(4)  
One Case

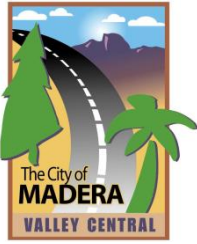
**ADJOURNMENT:** – Next regular meeting on January 6, 2021

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
  - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
  - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for December 16, 2020 near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 2:30p.m. on December 11, 2020.



Alicia Gonzales, City Clerk



**REPORT TO CITY COUNCIL**

**Approved by:**

*[Signature]*

Department Director

*[Signature]*

City Manager

**Council Meeting of:** December 16, 2020

**Agenda Number:** B-1

**SUBJECT:**

Informational Report on Register of Audited Demands

**RECOMMENDATION:**

Review Register of Audited Demands Report for November 21, 2020 to December 4, 2020.

**SUMMARY:**

The Register of Audited Demands for the City covering obligations paid during the period of November 21, 2020 to December 4, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	28180 - 28215	\$860,450.22

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$592,118.63
<i>SDI</i>	EDD	\$2,297.28
<i>CalPERS Payment</i>	CalPERS	\$0

**DISCUSSION:**

Warrant requests are processed weekly based on the adopted Fiscal Year 2020/2021 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

**FINANCIAL IMPACT:**

Demands for payments are made within the constraints of the approved 2020/2021 budget.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT**  
**December 16, 2020**

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28180	11/23/2020	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,671.66
28181	11/23/2020	HR	FINANCE	SEABURY COPLAND & ANDERSON INSURANCE	POLICY RENEWAL- CRIME POLICY	\$ 5,330.00
28182	11/23/2020	GRANTS	HOME PROGRAM	NOLAN THOMAS MCGUIRE	PROGRESS PAYMENT #1-308 MONTEREY ST	\$ 15,285.00
28183	11/23/2020	FIRE	FIRE	ALLSTAR FIRE EQUIPMENT	NOZZLES FOR FIRE ENGINE	\$ 5,097.80
28184	11/23/2020	ENGINEERING	MEAS K - FIRE	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 13.54
28184	11/23/2020	ENGINEERING	STREETS CAPITAL	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 6.77
28185	11/23/2020	GRANTS	HOME PROGRAM	ARMANDO VALENZUELA	OOR PI-2-220 RENEE WAY PROGRESS PAYMENT	\$ 18,949.00
28186	11/23/2020	GRANTS	HOME PROGRAM	ARMANDO VALENZUELA	OOR PI-2-220 RENEE WAY PROGRESS PAYMENT	\$ 10,669.50
28187	11/23/2020	GRANTS	HOME PROGRAM	ARMANDO VALENZUELA	OOR PI-2-220 RENEE WAY PROGRESS PAYMENT	\$ 2,000.00
28188	11/23/2020	PD	PD ADMIN	DOOLEY ENTERPRISES, INC.	AMMUNITION	\$ 17,292.01
28189	11/23/2020	FINANCE	AIRPORT OPS	AT&T	10/20 SERVICE 831-000-6408 576	\$ 585.53
28189	11/23/2020	FINANCE	BUILDING	AT&T	10/20 SERVICE 831-000-6408 576	\$ 119.15
28189	11/23/2020	FINANCE	CITY ATTORNEY	AT&T	10/20 SERVICE 831-000-6408 576	\$ 38.81
28189	11/23/2020	FINANCE	CITY CLERK	AT&T	10/20 SERVICE 831-000-6408 576	\$ 32.68
28189	11/23/2020	FINANCE	CODE ENF	AT&T	10/20 SERVICE 831-000-6408 576	\$ 652.93
28189	11/23/2020	FINANCE	COMM & REC	AT&T	10/20 SERVICE 831-000-6408 576	\$ 1,823.99
28189	11/23/2020	FINANCE	COMPUTER MAINT	AT&T	10/20 SERVICE 831-000-6408 576	\$ 123.23
28189	11/23/2020	FINANCE	ENGINEERING	AT&T	10/20 SERVICE 831-000-6408 576	\$ 273.70
28189	11/23/2020	FINANCE	FINANCE	AT&T	10/20 SERVICE 831-000-6408 576	\$ 93.28
28189	11/23/2020	FINANCE	FIRE	AT&T	10/20 SERVICE 831-000-6408 576	\$ 1,171.74
28189	11/23/2020	FINANCE	GRANT OVERSIGHT	AT&T	10/20 SERVICE 831-000-6408 576	\$ 114.38
28189	11/23/2020	FINANCE	HR/RISK MGT	AT&T	10/20 SERVICE 831-000-6408 576	\$ 77.62
28189	11/23/2020	FINANCE	PD ADMIN	AT&T	10/20 SERVICE 831-000-6408 576	\$ 652.93
28189	11/23/2020	FINANCE	PLANNING	AT&T	10/20 SERVICE 831-000-6408 576	\$ 100.08
28189	11/23/2020	FINANCE	UB - GARBAGE	AT&T	10/20 SERVICE 831-000-6408 576	\$ 227.41
28189	11/23/2020	FINANCE	UB - SEWER	AT&T	10/20 SERVICE 831-000-6408 576	\$ 227.40
28189	11/23/2020	FINANCE	UB - WATER	AT&T	10/20 SERVICE 831-000-6408 576	\$ 454.81
28189	11/23/2020	FINANCE	CITY MANAGER	AT&T	10/20 SERVICE 831-000-6408 576	\$ 38.81
28190	11/23/2020	FINANCE	COMM & REC	AT&T	10/20 CALNET 3 SERVICE 9391026396	\$ 138.96
28190	11/23/2020	FINANCE	SR CITIZEN	AT&T	10/20 CALNET 3 SERVICE 9391026398	\$ 23.63
28190	11/23/2020	FINANCE	SR CITIZEN	AT&T	10/20 CALNET 3 SERVICE 9391026403	\$ 26.45
28190	11/23/2020	FINANCE	MEAS K - PD	AT&T	10/20 CALNET 3 SERVICE 9391059143	\$ 1,096.86
28190	11/23/2020	FINANCE	MEAS K - PD	AT&T	10/20 CALNET 3 SERVICE 9391026401	\$ 49.81
28191	11/23/2020	ENGINEERING	MEAS T - RTP	BEDROCK ENGINEERING, INC.	PROFESSIONAL SERVICES THROUGH 08/15/2020	\$ 1,000.00

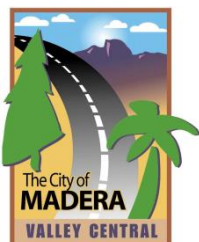
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28192	11/23/2020	FINANCE	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 26.48
28192	11/23/2020	FINANCE	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 5.82
28192	11/23/2020	FINANCE	CITY ATTORNEY	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 0.65
28192	11/23/2020	FINANCE	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 90.36
28192	11/23/2020	FINANCE	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 350.51
28192	11/23/2020	FINANCE	COMPUTER MAINT	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 10.74
28192	11/23/2020	FINANCE	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 472.40
28192	11/23/2020	FINANCE	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 227.36
28192	11/23/2020	FINANCE	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 27.55
28192	11/23/2020	FINANCE	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 107.86
28192	11/23/2020	FINANCE	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 415.58
28192	11/23/2020	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE- CHIEF'S OFFICE	\$ 197.62
28192	11/23/2020	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 595.00
28192	11/23/2020	FINANCE	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 155.89
28192	11/23/2020	FINANCE	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 37.89
28192	11/23/2020	FINANCE	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 37.89
28192	11/23/2020	FINANCE	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 61.16
28192	11/23/2020	FINANCE	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 61.16
28192	11/23/2020	FINANCE	UB - WATER	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 203.94
28192	11/23/2020	FINANCE	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 139.56
28192	11/23/2020	FINANCE	WATER QUALITY	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 122.32
28192	11/23/2020	FINANCE	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 155.35
28192	11/23/2020	FINANCE	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE NOVEMBER 2020	\$ 130.72
28193	11/23/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	\$ 928.70
28194	11/23/2020	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL 10/29/2020	\$ 121.50
28195	11/23/2020	UB - WATER	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN OCTOBER 2020	\$ 37.50
28195	11/23/2020	UB - WATER	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN OCTOBER 2020	\$ 37.50
28195	11/23/2020	UB - WATER	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN OCTOBER 2020	\$ 75.00
28196	11/23/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP A	\$ 1,076.70
28197	11/23/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 11/01/20-11/26/20	\$ 11,212.50
28198	11/23/2020	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	NOVEMBER POWER SWEEPING	\$ 284.50
28198	11/23/2020	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	NOVEMBER POWER SWEEPING	\$ 284.50
28199	11/23/2020	ENGINEERING	MEAS K - FIRE	KRAZAN & ASSOCIATES, INC.	GEOTECHNICAL ENGINEERING INVESTIGATION	\$ 1,250.00
28200	11/23/2020	FINANCE	FINANCE	MUNISERVICES, LLC	SUTA SVS FOR TAX QTR ENDING JUNE 30, 2020	\$ 48,495.43
28201	11/23/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REBATE APPLY TO UB ACCT	\$ 400.00
28201	11/23/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	DRIP IRRIGATION REBATE APPLY TO UB ACCT	\$ 88.78
28201	11/23/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE APPLY TO UB ACCT	\$ 200.00
28201	11/23/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO AR ACCT	\$ 99.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28202	11/23/2020	ENGINEERING	LTF - STREETS	NATIONAL DATA & SURVEYING SERVICES	TURNING MOVEMENT COUNTS - RD 28 & AVE 13	\$ 700.00
28203	11/23/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 8,493.66
28204	11/23/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 1,067.46
28205	11/23/2020	ENGINEERING	CDBG PUBLIC IMPR	PACIFIC GAS & ELECTRIC	POINT OF SERVICE STADIUM RD/GARY LN	\$ 1,500.00
28205	11/23/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 14,847.32
28205	11/23/2020	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	10/20 SERVICE 0443905948-8	\$ 9.85
* 28206	11/23/2020	WATER	WATER OPS	PITNEY BOWES, INC.	LATE FEE	\$ 29.99
28207	11/23/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL FIRE DEPT 10/21/20 - 10/31/20	\$ 665.01
28208	11/23/2020	ENGINEERING	MEAS T - RTP	UNION PACIFIC RAILROAD CO.	PLAN REVIEW AND INSPECTIONS- OLIVE AVE	\$ 512.77
28209	11/23/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	\$ 25,810.13
28210	12/01/2020	ENGINEERING	RSTP - FED EX	GHD INC.	INTERSECTION IMPROVEMENTS 4TH/LAKE/CENTRAL	\$ 4,582.10
28211	12/01/2020	ENGINEERING	ECONOMIC DEVELOP	CHICAGO TITLE COMPANY	PURCHASE OF REAL PROPERTY	\$ 278,244.49
28212	12/01/2020	IS	COMPUTER MAINT	GRUBER TECHNICAL INC.	PD GPS MAINTENANCE AGREEMENT	\$ 1,760.40
28213	12/01/2020	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - JUNE 2020	\$ 53.49
28213	12/01/2020	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - JUNE 2020	\$ 53.49
28214	12/01/2020	UB - WATER	SOLID WASTE	MID VALLEY DISPOSAL INC.	DISPOSAL FEES SEPTEMBER 2020	\$ 352,331.17
28215	12/01/2020	ENGINEERING	GENERAL TRUST	BOND ENCROACH	BOND RELEASE RESOLUTION 19-209	\$ 16,104.00

**BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL**

**\$ 860,450.22**

\*NOTE: City staff recovered the \$29.99 late fee related to check # 28206



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
 Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
 Arnoldo Rodriguez, City Manager

**Council Meeting of:** December 16, 2020

**Agenda Number:** B-2

**SUBJECT:**

Informational Report on Personnel Activity

**RECOMMENDATION:**

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

**SUMMARY:**

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations.

**DISCUSSION:**

The following individuals began employment with the City since our last report:

<b>Table 1: New Hires</b>				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Alma Madrigal Ward	Records Clerk	Police	FT	11/30/20
Gabriel Mayorga Aguilar	Animal Control Officer	Police	FT	12/7/20
Alex Estrada	Accountant I	Finance	FT	12/7/20

\*Status: PT = Part Time, FT = Full Time

The following promotions, transfers, or assignment changes occurred since our last report.

<b>Table 2: Promotions, Transfers, or Assignment Changes</b>			
<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Jordan Johnson	Parks Maintenance Aide (Part Time)	Public Works Maintenance Worker II – Streets (Full Time)	11/16/20
Dominic Kincaid	Police Officer Trainee	Police Officer I	11/18/20
Javier Valdez	Public Works Maintenance Lead Worker – Streets	Streets & Storm Drainage Supervisor	11/21/20
David Zunino	Public Works Maintenance Worker II – Streets	Maintenance Technician – Streets	11/21/20
Noe Herrera	Facility Aid (Part Time)	Parks Maintenance Aid (Part Time)	12/7/20

No employees have separated from employment since our last report.

**FINANCIAL IMPACT:**

Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

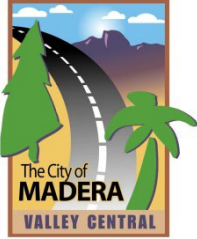
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None



## REPORT TO CITY COUNCIL

Approved by: 

\_\_\_\_\_  
Daniel Foss, Department Director

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

Council Meeting of: December 16, 2020

Agenda Number:     B-3    

### SUBJECT:

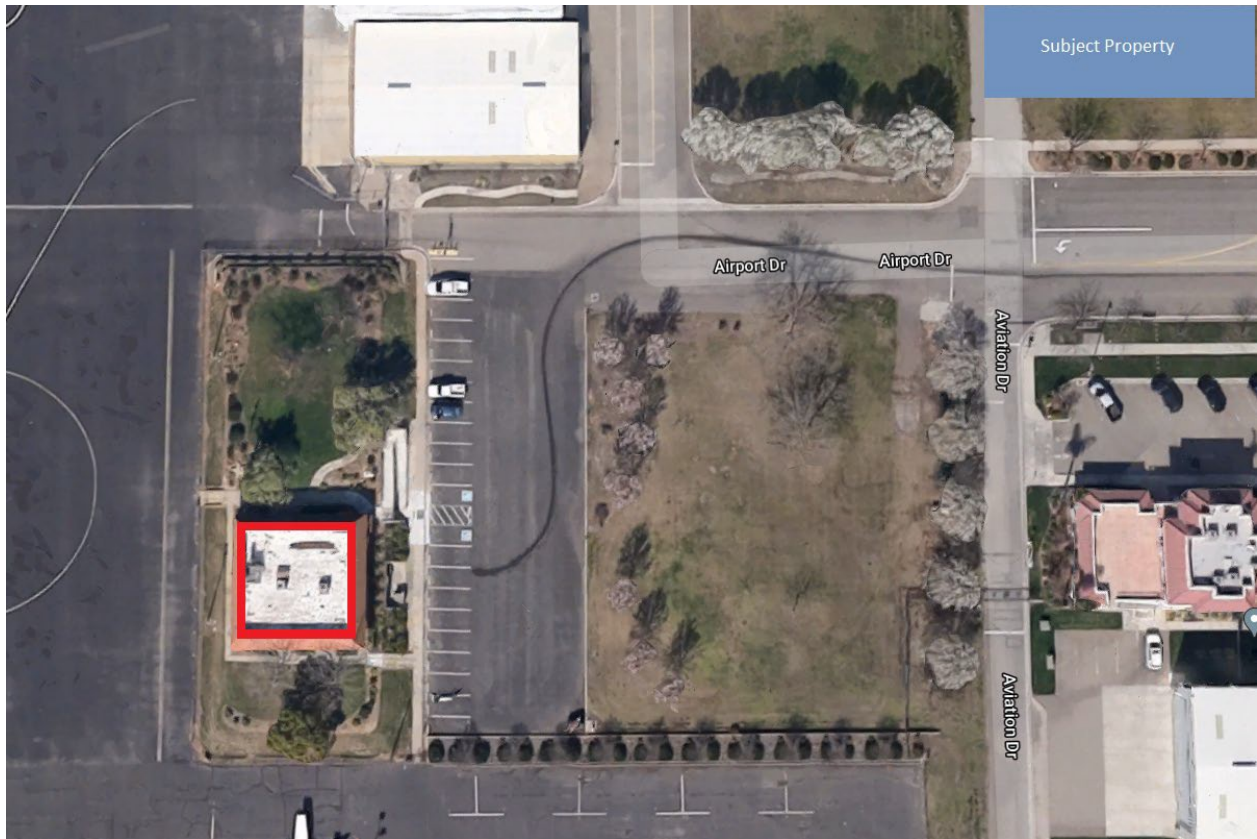
Antenna and equipment space lease renewal at the Madera Municipal Airport

### RECOMMENDATION:

Adopt a resolution approving the antenna and equipment space lease renewal with the Federal Aviation Administration at the Madera Municipal Airport

### SUMMARY:

The Federal Aviation Administration (FAA) is requesting a space lease renewal for the 84"x22"x22" rack in the janitorial storage room and 4 antennae attached to each corner of the main lobby building located at the Madera Municipal Airport (see Figure 1). The purpose of the antennae and janitorial rack area is to provide a required air navigational facility that provides critical air-to-ground communication as required by the FAA and is for the safety of air traffic and the public. The City Council adopted Resolution No. 20-142 approving the lease agreement. However, subsequent to that the FAA requested additional language to the agreement. The prior resolution will be repealed by this resolution.



*Figure 1 Subject Property*

**DISCUSSION:**

The initial lease was signed into effect on March 12, 2002 and expired September 30, 2020. The term of the lease renewal will commence upon October 1, 2020 and will expire September 30, 2040. Provided by the FAA, this is also a no cost land lease. Therefore, the renewal of this lease will ensure the airport is providing the necessary aeronautical communications at the Madera Municipal Airport for another 20 years.

**FINANCIAL IMPACT:**

There is no fiscal impact related to the adoption of the antenna and equipment space lease renewal at the Madera Municipal Airport due to the lease being a no cost land lease.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Approval of this item is not directly addressed in the Vision or Action Plans.

**ALTERNATIVES:**

Council may choose to not approve the antenna and equipment space lease renewal at the Madera Municipal Airport.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit A – Antenna and Equipment Lease
  - b. Exhibit B - Public Authorization Certificate

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING AN ANTENNA AND EQUIPMENT SPACE LEASE  
RENEWAL WITH THE FEDERAL AVIATION ADMINISTRATION AT THE  
MADERA MUNICIPAL AIRPORT**

**WHEREAS**, the City entered into an antenna and equipment space lease agreement with the Federal Aviation Administration (FAA) on March 12, 2002; and

**WHEREAS**, the initial lease agreement expired on September 30, 2020; and

**WHEREAS**, the FAA is requesting to lease space in the janitorial storage room and adequate space to install four antennae attached to each corner of the main lobby building; and

**WHEREAS**, this is a no cost lease agreement; and

**WHEREAS**, repeal of the prior resolution approving the lease is necessary due to incorporation of new security language implementation requested by FAA; and

**WHEREAS**, the FAA has identified the need to renew the lease and extend the term by 20 years commencing on October 1, 2020 and extending through October 1, 2040; and

**WHEREAS**, the City agrees that the lease needs to be extended.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the antenna and equipment space lease with the FAA. A copy of said lease is attached as Exhibit A and is incorporated by reference. A copy of a requested Public Authorization Certificate is attached as Exhibit B.
3. Resolution No. 20-142 is repealed and superseded by this resolution.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**EXHIBIT A**

**ANTENNA AND EQUIPMENT SPACE LEASE**

**Between**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**And**

**CITY OF MADERA**

**Lease No. 690EG4-20-L-00059  
(MAE) RTR  
MADERA, CA**

**SECTION 1 - OPENING**

**6.1.1 Preamble (JAN 2017)**

This Lease is hereby entered into by and between the CITY OF MADERA, a Municipal Corporation of the State of California, whose address is 205 West 4<sup>th</sup> Avenue, Madera, CA 93637, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

**6.1.2 Succeeding Lease (JAN 2015)**

This Lease succeeds Lease No. DTFA08-00-L-20419 and all other previous agreements between the parties for the leased property described in this document.

**6.1.3 Witnesseth (JAN 2015)**

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

**6.1.4 Description (OCT 1996)**

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic Operations (Premises):

**A space for the 84"x22"x22" rack in the janitorial storage room and 4 antenna attached to each corner of the building located at the Madera Municipal Airport, 4020 Aviation Drive, Madera, CA also known as (MAE) RTR.**

**SECTION 2 - TERMS**

**6.2.5 Term (AUG 2002)**

To have and to hold, for the term commencing on October 01, 2020 and continuing through September 30, 2040 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

### **6.2.6.3 Consideration (JAN 2019)**

The Government shall pay the Lessor no monetary consideration in the form of rent. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Lessor in its establishment, operation and maintenance of facilities upon the premises hereby leased.

### **6.2.7 Cancellation**

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 90 days before the effective termination date.

Government understands Lessor has the right to replace the Premises, in whole or in part, with equivalent premises similarly situated at the Airport. If the change is solely for the benefit of Lessor, Lessor agrees to pay all reasonable relocation costs and expenses associated with relocating Government.

### **6.2.14 Holdover (JUL 2017)**

If after the expiration of the Lease, the Government shall retain possession of the Premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the Premises.

### **6.2.16 Lessor's Successors (JUL 2017)**

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

## **SECTION 3 - GENERAL CLAUSES**

### **3.2.5-1-RE Officials Not to Benefit (OCT 1996)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

### **3.3.1-15-RE Assignment of Claims (OCT 1996)**

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

**6.3.10 Maintenance of Premises (JAN 2017)**

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

**6.3.16 Failure in Performance (OCT 1996)DEL**

**6.3.17 No Waiver (OCT 1996)**

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

**6.3.18 Non-Restoration (JUL 2017)**

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

**6.3.26 Damage by Fire or Other Casualty (OCT 1996)**

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rent will be due.

**6.3.28 Interference (OCT 2008)**

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

**6.3.29 Alterations**

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government and may be removed or otherwise disposed of by the Government.

**6.3.30 Hold Harmless**

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee or agent of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond

that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

### **6.3.31 Default by Lessor (OCT 1996)**

Each of the following shall constitute a default by Lessor under this Lease:

- A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.
- B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.
- C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

### **6.3.32 Compliance with Applicable Laws (OCT 1996)**

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

### **6.3.33 Covenant Against Contingent Fees (AUG 2002)**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

### **6.3.34 Anti-Kickback (JAN 2017)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

### **6.3.35 Examination of Records (AUG 2002)**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

### **6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

### **6.3.39 Integrated Agreement (OCT 1996)**

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

### **6.3.44 Inspection (OCT 1996)**

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

### **6.3.45 Contract Disputes (JAN 2017)**

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be

in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration  
800 Independence Avenue, S.W., Room 323  
Washington, DC 20591  
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

#### **SECTION 4 - FINANCIAL CLAUSES**

##### **6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)**

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

##### **6.4.2 Payment by Electronic Funds Transfer (JAN 2017) NOT APPLICABLE**

#### **SECTION 5 - DESIGN AND CONSTRUCTION CLAUSE**

##### **6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)**

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

#### **SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS CLAUSES – NOT APPLICABLE**

#### **SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES**

##### **6.7.1-1 Services and Utilities (JAN 2017)**

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

##### **A. ELECTRICIT**

**SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES – Not Applicable**

**SECTION 9 - SECURITY CLAUSES**

**6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment**

(a) Definitions. As used in this clause--

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or 5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g.,

connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) 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.

(d) Reporting requirement.

(1) 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 must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) 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 (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must 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

**6.9.5-1 Covered Telecommunications Equipment or Services- Representation**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning per the clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”.

(b) *Procedures.* The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) *Representation.* The offeror represents that it \_\_\_\_\_ does, \_\_\_\_\_ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, to other contractual instrument.

**SECTION 10 – CLOSING**

**6.10.1 Notices (JUL 2017)**

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:  
CITY OF MADERA  
205 West 4<sup>th</sup> Avenue  
Madera, CA 93637

TO THE GOVERNMENT:  
Federal Aviation Administration  
Real Estate Branch,  
2200 S. 216<sup>th</sup> Street  
Des Moines, WA 98198  
REF# MAE-RTR 690EG4-20-L-00059

**6.10.3 Signature Block (JUL 2017)**

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

CITY OF MADERA, a Municipal Corporation of the State of California

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

ATTEST: \_\_\_\_\_

Print Name: Santos Garcia

Print Name: Alicia Gonzales

Title: MAYOR

Title: City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Print Name: Hilda Montoy

Title: City Attorney

Date: \_\_\_\_\_

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

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

Print Name: Damon McGruder

Title: Real Estate Contracting Officer

Date: \_\_\_\_\_

**SECTION 11 – ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS**

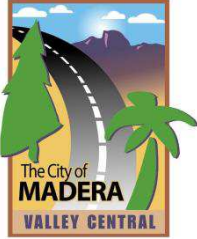
*Attachment/Exhibit List*

<b>Number</b>	<b>Title</b>	<b>Date</b>	<b>Number of Pages</b>
1	Public Authorization Certificate		1

**Exhibit B**  
**PUBLIC AUTHORIZATION CERTIFICATE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I **Alicia Gonzales** certify that I am the **City Clerk** of the **City of Madera** named in the attached agreement; that **Santos Garcia** who signed said agreement on behalf of the **City of Madera** is **Mayor** of said **City**; that said agreement was duly signed for and on behalf of **City of Madera** by authority of its governing body, and is within the scope of its powers.

Signed \_\_\_\_\_



## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_

Department Director

  
\_\_\_\_\_

Arnoldo Rodriguez, City Manager

**Council Meeting of:** December 16, 2020

**Agenda Number:**     B-4    

**SUBJECT:**

Madera Metro Public Transportation Agency Safety Plan

**RECOMMENDATION:**

Adopt a Resolution adopting the Madera Metro Public Transportation Agency Safety Plan

**SUMMARY:**

On July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operations of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS).

The Madera Metro PTASP highlights the agency's SMS and identifies whom key individuals are within City of Madera (City) staff and the Transportation Agency, Madera Metro. The PTASP is based on the four principles of the SMS:

- Safety Management Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

**DISCUSSION:**

Madera Metro's FTA – Triennial Review is scheduled for the 2020/21 Winter. The PTASP was drafted by City staff to fulfil the requirements of 49 Code of Federal Regulations (CFR) Part 673. The PTASP must be approved and adopted by the Council prior to receiving certification from Caltrans. Plans must be certified by December 31, 2020 and the City must delivered to the agency Metropolitan Planning Organization (MPO) Madera County Transportation Commission (MCTC).

The SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to better manage risk, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. Madera Metro's SMS focuses on applying resources to risk and is based on ensuring that Madera Metro has the organizational infrastructure to support decision-making at all levels regarding the assignment of resources. Some key parts of Madera Metro's SMS include:

- Defined roles and responsibilities;
- Strong executive safety leadership;
- Formal safety accountabilities and communication;
- Effective policies and procedures; and
- Active employee involvement

After becoming certified, Madera Metro will update this Safety Plan when information, processes or activities change withing the Agency and/or when Part 673 undergoes significant changes, or annually, whichever comes sooner.

#### **FINANCIAL IMPACT:**

City of Madera staff, in collaboration with MV Transportation Inc.'s staff prepared the Plan. The staff time expended is paid for through Federal Transit Administration and Local Transportation Fund accounts.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The Safety Management Systems supports the Vision Madera 2025 Plan as follows:

- Strategy 121: Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

#### **ALTERNATIVES:**

- Council may provide feedback on reporting process, policies and procedures.

#### **ATTACHMENTS:**

1. Resolution
2. Madera Metro Public Transportation Agency Safety Plan
3. City of Madera – Grants Division, Transit Section Org Chart – Attachment A
4. Transit Advisory Board Minutes – Plan Approval – Attachment B

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA ADOPTING THE MADERA METRO PUBLIC TRANSPORTATION  
AGENCY SAFETY PLAN.**

**WHEREAS**, City of Madera (City) staff has drafted a public transportation agency safety plan to fulfil the requirements of 49 Code of Federal Regulations (CFR) Part 673; and

**WHEREAS**, on December 3, 2020, the Transit Advisory Board has approved the Public Transportation Agency Safety Plan (PTASP) for the City's Transportation Agency, Madera Metro; and

**WHEREAS**, the City Council has considered adoption of the Public Transportation Agency Safety Plan for Madera Metro at the December 16, 2020 regular meeting; and

**WHEREAS**, upon the City Council's adoption, City staff will forward the adopted Public Transportation Agency Safety Plan to Caltrans by December 31, 2020 for certification; and

**WHEREAS**, City staff will then forward a certified copy of the Plan to Madera County Transportation Commission; and

**WHEREAS**, Madera Metro must update and certify the PTASP annually by July 20.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The City Council adopts the Public Transportation Agency Safety Plan which is attached and incorporated by reference.
3. This resolution is effective immediately upon adoption.

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**City of Madera Transit Division**

**Db: Madera Metro**

**205 E 4<sup>th</sup> Street**

**Madera, CA 93637**

Agency Safety Plan

Adopted [**Date**]

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Signature of Accountable Executive

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Date

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### *Definitions*

Accident means an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; an evacuation for life safety reasons.

Accountable Executive means the single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of the Agency; responsibility for carrying out the Agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the Agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. § 5329(d), and the Agency's Transit Asset Management Plan in accordance with 49 U.S.C. § 5326.

Agency or Transit Agency means **Madera Metro**.

City of Madera means governing body of **Madera Metro**

Caltrans means the California Department of Transportation

Chief Safety Officer means the adequately trained individual who has responsibility for safety and reports directly to the Transit Agency's chief executive officer.

CFR means Code of Federal Regulations.

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death, damage to or loss of the facilities, equipment, rolling stock, or infrastructure of the system, or damage to the environment.

Incident means an Event that involves any of the following: a personal injury that is not a serious injury, one or more injuries requiring medical transport, or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of the Transit Agency.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of the Transit Agency.

Part 673 means 49 CFR (Code of Federal Regulations) Part 673.

Performance Measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within the Transit Agency's Safety Management Systems that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the Transit Agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means the Transit Agency's documented commitment to safety, which defines the Transit Agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management Systems (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a Transit Agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target (SPT) means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the Transit Agency's public transportation system.

Safety Risk Assessment (SRA) means the formal activity whereby the Transit Agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM) means a process within the Transit Agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which: (1) requires hospitalization for more than 48 hours, commencing within seven days from the date the injury was received, (2) results in a fracture of any bone (except simple fractures of fingers, toes, or noses), (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ, or (5) involves second or third-degree burns, or any burns affecting more than five percent of the body surface.

State of Good Repair (SGR) means the condition in which a capital asset is able to operate at a full level of performance.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

U.S.C. means United States Code.

### *Section 1 Transit Agency Information*

**Madera Metro is a City Department formed by the City of Madera. Madera Metro is contracted with MV Public Transportation, Inc. to directly provide driver services for the Fixed Route and Demand Response (Dial-A-Ride) transportation system and uses their employees to supply the necessary labor to operate the revenue vehicles.**

**Madera Metro is a recipient/subrecipient of Section 5307, Section 5339, Transportation Development Act funds. Madera Metro does not provide transportation services on behalf of another entity.**

### *Subsection 1.1 Accountable Executive*

**Madera Metro's Accountable Executive** is **City of Madera Grant Administrator - Ivette Iraheta**. The **Accountable Executive** is the single, identifiable person who has ultimate responsibility for carrying out this Agency Safety Plan and **Madera Metro's** Transit Asset Management (TAM) Plan, and control or direction over the human and capital resources needed to develop and maintain both this Plan and the TAM Plan.

The **Accountable Executive** is accountable for ensuring that the Agency's Safety Management Systems (SMS) is effectively implemented throughout the Agency's public transportation system. The **Accountable Executive** is accountable for ensuring action is taken, as necessary, to address substandard performance in the Agency's SMS. The **Accountable Executive** may delegate specific responsibilities, but the ultimate accountability for the Transit Agency's safety performance cannot be delegated and always rests with the **Accountable Executive**.

### *Subsection 1.2 Chief Safety Officer*

The **Accountable Executive** designates the **Transit Program Manager** as **Madera Metro's Chief Safety Officer** who has the authority and responsibility for day-to-day implementation and operation of the Agency's SMS. The Chief Safety Officer holds a direct line of reporting to the Accountable Executive, [*optional: as shown in the organization chart in the Attachment A*] and has a strong working relationship with the operations and asset management functions at **Madera Metro**.

### *Subsection 1.3 Agency Leadership and Executive Management*

**Madera Metro** Agency Leadership/Executive Management comprise of the **Grant Administrator (Accountable Executive)** and the **Transit Program Manager (Chief Safety Officer)**. **Madera Metro** contractor (**MV Public Transportation, Inc**) comprise of the **General Manager** for the **City of Madera Division 585**.

### *Subsection 1.4 Key Staff*

The **City of Madera** and **MV Public Transportation, Inc.** key staff may include managers, supervisors, specialists, analysts, database administrators, and other key employees who are performing highly technical work and overseeing employees performing critical tasks and providing support in the implementation of this Agency Safety Plan and SMS principles in various departments throughout the agency.

## *Section 2 Plan Development, Approval, and Updates*

Caltrans developed the contents of this **Madera Metro** plan to meet requirements specified in 49 CFR Part 673 and comply with Part 673.11(d) regarding Caltrans' responsibility to develop an ASP for any small public transportation provider that is located in California. This Plan is based on the four (4) principles or pillars of the Safety Management Systems (SMS). SMS is defined as the formal, top-down, organization-wide, data-driven approach to managing safety risk and assuring the effectiveness of safety mitigations. It includes systematic policies, procedures, and practices for the management of safety risk. The four principles or pillars of SMS are: (1) Safety Management Policy; (2) Safety Risk Management; (3) Safety Assurance; and (4) Safety Promotion.

### *Subsection 2.1 Drafting the Plan*

Caltrans drafted this Plan, thus meeting the requirements of 49 CFR Part 673.11(d). FTA will oversee compliance with the requirements of Part 673 through the existing Triennial Review processes.

Should **Madera Metro** no longer meet the definition of a small public transportation provider or choose to opt-out of the Caltrans Agency Safety Plan, within one year from the date of notifying the State of either development **Madera Metro** will draft and certify its own Agency Safety Plan. If the **Madera Metro** operates more than 100 vehicles **Madera Metro** must fulfil requirements of systems operating more than 100 vehicles.

*Subsection 2.2 Signature by the Accountable Executive and Approval by the Board and Council*  
Pursuant to 49 CFR Part 673.11 (a)(1), this Agency Safety Plan and subsequent updates must be signed by the Accountable Executive and approved by **Madera Metro's** Transit Advisory Board and City Council. Documentation of Board and Council approval is found in **Attachment B and C**.

### *Subsection 2.3 Certification of Compliance*

Pursuant to 49 CFR Parts 673.13(a) and 673.13(b), Caltrans certifies that it has established this Agency Safety Plan, meeting the requirements of 49 CFR Part 673 by December 31, 2020 and will certify its compliance with 49 CFR Part 673.

After Caltrans initial certification, and on an annual basis **Madera Metro** must update this Agency Safety Plan by July 20 in perpetuity. All Agency Safety Plan updates shall be signed by the Accountable Executive and approved by **Madera Metro's Transit Advisory Board and City Council**.

FTA does not require this plan to be submitted to FTA. Instead, Caltrans will certify that it has established this Safety Plan, which fulfills the requirements under Part 673. FTA annually amends and issues the list of Certifications and Assurances. Caltrans will review such guidance for incorporation into the safety program as necessary.

### *Subsection 2.4 Plan Review and Updates*

**Madera Metro** updates this Safety Plan when information, processes or activities change within the Agency and/or when Part 673 undergoes significant changes, or annually, whichever comes sooner. As **Madera Metro** collects data through its Safety Risk Management and Safety Assurance processes, shared with Caltrans and the local Metropolitan Planning Organization (MPO) as described in subsection 3.1 below, the MPO and Caltrans will evaluate **Madera Metro's** safety performance targets (SPTs) to determine whether they need to be changed, as well.

This Plan will be jointly reviewed and updated by the Chief Safety Officer and **Accountable Executive**, with the assistance of subject matter experts, each **April**. The Accountable Executive will approve any changes, then forward on to the **Transit Advisory Board and City Council** for approval.

This Plan may need to be reviewed and updated more frequently based on the following:

- We determine our approach to mitigating safety deficiencies is ineffective;
- We make significant changes to service delivery;
- We introduce new processes or procedures that may impact safety;
- We change or re-prioritize resources available to support SMS;
- We significantly change our organizational structure.

*Section 3 Safety Performance Targets (SPTs)*

*Subsection 3.1 Target Development*

**Madera Metro** includes SPTs in this Safety Plan. These targets are specific numerical targets set by **Madera Metro** and based on the safety Performance Measures established by FTA in the National Public Transportation Safety Plan. In the most recent version, the 2017 NSP3, FTA adopted four initial safety Performance Measures: (1) Fatalities, (2) Injuries, (3) Safety Events, and (4) System Reliability.

**Madera Metro** developed safety performance targets that it will review and update annually. The specific safety performance targets are based on the safety performance measures established under the National Public Transportation Safety Plan and the safety performance goals set by Caltrans based on the past three (3) Calendar years of data. The Safety Performance Targets for **Madera Metro** for the year 2020 is expected to stay within 1% +/- of previous three years data pertaining to fatalities, injuries, safety events, and system reliability.

*Note: Baseline data for each target will need to be provided by each agency for Caltrans to develop goals.*

FTA requires Caltrans to coordinate with **Madera Metro** and the **Madera County Transportation Commission** to the maximum extent practicable. Pursuant to 49 CFR Part 673.15(a), **Madera Metro** will make safety performance targets available to **Madera County Transportation Commission** to aid in the planning process upon certification of this plan. Additionally, **Madera Metro** will transmit performance data against the safety performance targets to Caltrans and the **Madera County Transportation Commission** on an annual basis.

Caltrans will conduct coordination meetings with the **Madera County Transportation Commission** for the selection of State and MPO safety performance targets and goals.

Mode of Transit Service	Fatalities (total)	Fatalities (per 100k VRM)	Injuries (total)	Injuries (per 100k VRM)	Safety Events (total)	Safety Events (per 100k VRM)	System Reliability (VRM / failures)
Madera Metro Fixed Route	0	0	2	0.93	7	3.26	0
Demand Response "Dial-A-Ride"	0	0	0	0	0	0	0

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
Targets Transmitted to the Metropolitan Planning Organization (MPO)	Metropolitan Planning Organization Name	Date Targets Transmitted
	Madera County Transportation Commission	

*Section 4 Overview of the Agency’s Safety Management Systems (SMS)*

SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry’s existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. **Madera Metro**’s SMS focuses on applying resources to risk and is based on ensuring that the **Madera Metro** has the organizational infrastructure to support decision-making at all levels regarding the assignment of resources. Some key parts of **Madera Metro**’s SMS include:

- Defined roles and responsibilities;
- Strong executive safety leadership;
- Formal safety accountabilities and communication;
- Effective policies and procedures; and
- Active employee involvement

Furthermore, **Madera Metro**’s SMS have four distinct components, which are discussed in subsequent sections to this Safety Plan:

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

*Section 5 Safety Management Policy*

The first component of the **Madera Metro**’s SMS is the Safety Management Policy, which is the foundation of the **Madera Metro**’s safety management system. It clearly states the organization’s safety objectives and sets forth the policies, procedures, and organizational structures necessary to accomplish the safety objectives. The Safety Management Policy clearly defines management and employee responsibilities for safety throughout the organization. It also ensures that management is actively engaged in the oversight of the system’s safety performance by requiring regular review of the Safety Management Policy, budget and program by the designated Accountable Executive.

*Subsection 5.1 Safety Management Policy Statement*

Safety is a core value at **Madera Metro**, and managing safety is a core business function. Madera Metro will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. **Madera Metro**’s overall safety objective

is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations.

**Madera Metro** will:

- Clearly, and continuously explain to all staff that everyone working within **Madera Metro** must take part and be responsible and accountable for the development and operation of the Safety Management System (SMS).
- Work continuously to minimize safety risks. Work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards for passengers and employees.
- Work to ensure that all employees are provided appropriate safety information and training, are competent in safety matters, and assigned tasks commensurate with duties and skills.
- Reaffirm that responsibility for making our operations safer for everyone lies with all employees – from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure that all reasonable steps are taken to perform activities established through the SMS.

Caltrans established safety performance targets to help measure the overall effectiveness of our processes and ensure we meet our safety objectives. **Madera Metro** will keep employees informed about safety performance goals and objectives to ensure continuous safety improvement.

#### *Subsection 5.2 Safety Management Policy Communication*

The Safety Management Policy is communicated throughout the Agency, to all employees, managers, and executives, as well as contractors, and to the **City of Madera**.

This is accomplished through various processes such as:

- Workshops/training sessions - Conducted for Senior Management, Directors, Managers, Supervisors. Once this Plan or any update to this Plan has been signed by the CEO/General Manager approved by the Board of Directors and certified by Caltrans it will become standard practice in perpetuity so that SMS becomes standard business practice. All Union representatives will be kept informed.
- New Hire Safety Orientation – All new employees regardless of their classifications will be trained about their roles and responsibilities pertaining to PTASP and the principles of SMS.
- Safety bulletins, email safety newsletter blasts to staff, toolbox/tailgate safety meetings and/or safety committee meetings

#### *Subsection 5.3 Employee Safety Reporting Program*

**Madera Metro** implemented a process that allows employees and contracted employees to report safety conditions to senior management, protections for employees who report safety conditions to senior management. The purpose, description and protections for employees to

report unsafe conditions and hazards are described in the Employee Safety Reporting Program as below:

**Purpose:**

a) To establish a system for **Madera Metro** employees to identify unsafe conditions or hazards at work and report them to their department management without fear of reprisal. However, disciplinary action could result if the condition reported reveals the employee willfully participated in or conducted an illegal act, gross negligence or deliberate or willful disregard of regulations or procedures, including reporting to work under the influence of controlled substances, physical assault of a coworker or passenger, theft of agency property, unreported safety events, unreported collisions, and unreported passenger injuries or fatalities.

b) To provide guidelines for facilitating the timely correction of unsafe conditions or hazards by **Madera Metro** management.

**Description:**

a) This program provides a method for **Madera Metro** management to identify, evaluate, and correct or avoid unsafe conditions or hazards, procedural deficiencies, design inadequacies, equipment failures, or near misses that adversely affect the safety of employees.

Examples of voluntary safety reports include:

- Safety hazards in the operating environment (for example, county or city road conditions),
- Policies and procedures that are not working as intended (for example, insufficient time to complete pre-trip inspection),
- Events that senior managers might not otherwise know about (for example, near misses), and
- Information about why a safety event occurred (for example, radio communication challenges).

b) The program also involves recommending corrective actions and resolutions of identified unsafe conditions or hazards and/or near miss.

c) All employees have the obligation to report immediately any unsafe conditions or hazards and near miss to their immediate supervisor /department manager and may do so without fear of reprisal.

d) Unsafe conditions or hazards may also be identified as a result of occupational injury or illness investigations and/or by accident investigation.

e) Other means by which hazards may be identified are inspections/audits or observations made by the supervisors/management staff as referenced in agency's Safety Inspection Program.

f) Findings will be published immediately following mitigation actions. If employee identification is available, direct feedback regarding mitigation will be provided.

#### *Subsection 5.4 SMS Authorities, Accountabilities, and Responsibilities*

This Plan has assigned specific SMS authorities, accountabilities, and responsibilities to the designated Accountable Executive; Chief Safety Officer; Agency's Leadership/Executive Management; and Key Staff/Employees as described below:

##### *Subsection 5.4.1 Accountable Executive*

**Madera Metro's Accountable Executive** is accountable for ensuring that the Agency's SMS is effectively implemented throughout the Agency's public transportation system.

The **Accountable Executive** role includes, but are not limited to:

- Decision-making about resources (e.g. people and funds) to support asset management, SMS activities, and capital investments;
- Signing SMS implementation planning documents;
- Endorsing SMS implementation team membership; and
- Ensuring safety concerns are considered and addressed in the agency's ongoing budget planning process.
- Ensuring transparency in safety priorities: for the Board of Directors and for the employees.
- Establishing guidance on the level of safety risk acceptable to the agency.
- Assuring safety policy is appropriately communicated throughout the agency.
- Other duties as assigned/necessary.

##### *Subsection 5.4.2 Chief Safety Officer*

**Madera Metro Chief Safety Officer** has the authority and responsibility for day-to-day implementation and operation of the **Madera Metro's** SMS.

Chief Safety Officer's role includes, but are not limited to:

- Decision-making about resources (e.g., people and funds) to support asset management, SMS activities, and capital investments;
- Overseeing the safety risk management program by facilitating hazard identification, safety risk assessment, and the development and implementation of safety risk mitigations.
- Monitoring safety risk mitigation activities;
- Providing periodic reports on safety performance;
- Briefing the Accountable Executive and **City of Madera** on SMS implementation progress;
- Planning safety management training; and
- Developing and organizing annual audits/reviews of SMS processes and the Agency Safety Plan to ensure compliance with 49 CFR Part 673 requirements.
- Maintaining safety documentation.
- Other duties as assigned/necessary.

*Subsection 5.4.3 Agency Leadership and Executive Management*

**Madera Metro** Agency Leadership/Executive Management comprise of the **Grant Administrator (Accountable Executive)** and the **Transit Program Manager (Chief Safety Officer)**. Madera Metro contractor (**MV Public Transportation, Inc**) comprise of the **General Manager** for the **City of Madera Division 585**.

**Grant Administrator, Transit Program Manager and Contractor General Manager** responsibilities includes:

- Day-to-day implementation of the Agency’s SMS throughout their department and the organization.
- Communicating safety accountability and responsibility from the frontline employees to the top of the organization.
- Ensuring employees are following their working rules and procedures, safety rules and regulations in performing their jobs, and their specific roles and responsibilities in the implementation of this Agency Safety Plan and the Agency’s SMS.
- Ensuring that employees comply with the safety reporting program and are reporting unsafe conditions and hazards to their department management; and making sure reported unsafe conditions and hazards are addressed in a timely manner.
- Ensuring that resources are sufficient to carry out employee training/certification and re-training as required by their job classifications.

*Subsection 5.4.4 Key Staff*

**Madera Metro** and **MV Public Transportation, Inc.** key staff may include managers, supervisors, specialists, analysts, database administrators, and other key employees who are performing highly technical work and overseeing employees performing critical tasks and providing support in the implementation of this Agency Safety Plan and SMS principles in various departments throughout the agency.

**Madera Metro’s** key staff responsibilities include:

- Ensuring that employees are complying with the safety reporting program.
- Ensuring supervisors are conducting their toolbox safety meetings
- Promoting safety in employee’s respective area of responsibilities – That means: zero accidents; absence of any safety concerns; perfect employee performance; and compliance with agency rules and procedures and regulatory requirements.
- Ensuring safety of passengers, employees, and the public.
- Responding to customer complaints and expectations for frequency, reliability, and convenience of service.
- Replacing and maintaining aging facilities, equipment, and infrastructure.
- Meeting increasing demands for fixed route, commuter service and paratransit service.
- Developing and maintaining programs to gather pertinent data elements to develop safety performance reports and conduct useful statistical analyses to identify trends and system performance targets.
- Establishing clear lines of safety communication and holding accountability for safety performance.

- Assisting as subject matter experts in safety risk assessment and safety risk mitigation processes.

**MV Public Transportation, Inc.** key staff responsibilities include:

- Ensuring that employees are complying with the safety reporting program.
- Promoting safety in employee’s respective area of responsibilities – That means: zero accidents; absence of any safety concerns; perfect employee performance; and compliance with agency rules and procedures and regulatory requirements.
- Ensuring safety of passengers, employees, and the public.
- Responding to customer complaints and expectations for frequency, reliability, and convenience of service.
- Developing and maintaining programs to gather pertinent data elements to develop safety performance reports and conduct useful statistical analyses to identify trends and system performance targets.
- Establishing clear lines of safety communication and holding accountability for safety performance.
- Assisting as subject matter experts in safety risk assessment and safety risk mitigation processes.
- Ensure driver services are adequate.
- Implement and train all employees on the “Employee Safety Reporting Program”

### *Section 6 Safety Risk Management (SRM)*

The second component of the **Madera Metro**’s SMS is Safety Risk Management, which includes processes and procedures to provide an understanding of the Agency’s operations and vehicle maintenance to allow individuals to identify hazards associated with those activities.

**Madera Metro** has implemented a Safety Risk Management process for all elements of its transportation system. The Safety Risk Management process includes the following activities: safety hazard identification, safety risk assessment, and safety risk mitigation.

#### *Subsection 6.1 Safety Hazard Identification*

Hazard identification is the first step in the Safety Risk Management process and a key component. It involves these fundamental safety-related activities: Identifying safety hazards and their consequences; assessing the risks associated with the consequences of the hazards; and developing mitigations to reduce the potential consequences of the identified hazards.

The following is **Madera Metro**’s methods and processes to identify hazards. The Agency considers, as a source for hazard identification, data and information provided by an oversight authority and the FTA. Hazards are identified through a variety of sources, including:

- Employee safety reporting,
- Review of vehicle camera footage,
- Review of monthly performance data and safety performance targets,
- Observations from supervisors,
- Maintenance reports,
- Comments from customers, passengers, and third parties,

- Safety committee, driver and all-staff meetings,
- Results of audits and inspections of vehicles and facilities,
- Results of training assessments
- Investigations into safety events, incidents and occurrences, and
- Information from FTA and oversight authorities.

When a hazard has been identified, whatever the source, it is reported to the **Madera Metro** Chief Safety Officer, who enters it into the Hazard Log. The Chief Safety Officer also may enter hazards into this log based on reviews of operations and maintenance activities and procedures.

The Chief Safety Officer will investigate hazards to collect information and determine if hazards need to be entered into the safety risk assessment process. In following up on identified hazards, the Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard,
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary,
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard,
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.),
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard,
- Review any past reported hazards of a similar nature, and
- Evaluate tasks and/or processes associated with the reported hazard.

Please refer to MV Transportation, Inc. Safety Policy Manual for a description of the methods and process to identify hazards. It is important to note that Madera Metro and its contractor works in collaboration to ensure hazards are identified, resolved, and minimized.

Any identified hazard that poses an immediate risk to transit operations, the health and safety of employees or the public, or equipment must immediately be brought to the attention of the Accountable Executive and placed through the Safety Risk Management process for safety risk assessment and mitigation. Otherwise, hazards will be prioritized for further Safety Risk Management activity.

### *Subsection 6.2 Safety Risk Assessment*

Safety risk assessment defines the level or degree of the safety risk by assessing the likelihood and severity of the consequences of hazards and prioritizes hazards based on the safety risk. The Chief Safety Officer, with assistance from key staff subject matter experts, is responsible for assessing identified hazards and ratings using the safety risk matrix below. Prioritizing safety risk provides the Accountable Executive with the information needed to make decisions about resource application.

The following matrix, adopted from the TSI Participation Guide – SMS Principles for Transit, facilitates the ranking of hazards based on their probability of occurrence and severity of their outcome.

Probability Levels			
Description	Level	Specific Individual Item	Fleet Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

The measuring goes from A to F with A being frequent or likely to occur frequently and E being improbable or expected that this event will most likely never occur. The designation F is used when potential hazards are identified and later eliminated.

Severity Levels		
Description	Level	Mishap Result Criteria
Catastrophic	1	Could Result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M
Marginal	3	Could result in one or more of the following: injuries or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100k but less than \$1M
Negligible	4	Could result in one or more of the following: injuries or occupational illness not resulting in lost workday, minimum environmental impact. Or monetary loss less than \$100k.

The Safety Risk Severity Table presents a typical safety risk. It includes four categories to denote the level of severity of the occurrence of a consequence, the meaning of each category, and the assignment of a value to each category using numbers. In this table, 1 is considered catastrophic meaning possible deaths and equipment destroyed and 4 is considered negligible or of little consequence with two levels in between.

Safety Risk Probability and Safety Risk Severity are combined into the Safety Risk Index Ranking to help prioritize safety risks according to the table below.

The matrix also categorizes combined risks into levels, High, Serious, Medium, or Low, based on the likelihood of occurrence and severity of the outcome. For purposes of accepting risk:

- High – hazard ratings will be considered unacceptable and require action from Madera Metro Accountable Executive and Safety Committee to mitigate the safety risk,
- Serious – hazard ratings will be considered undesirable and require action from Madera Metro Accountable Executive to decide regarding their acceptability,
- Medium – hazard ratings will be considered acceptable and will require review by the Accountable Executive and decision by the Chief Safety Office
- Low – hazard ratings may be accepted by the Chief Safety Office without additional review.

Safety Risk Assessment Matrix				
Severity → Probability ↓	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
A-Frequent	1A	2A	3A	4A
B- Probable	1B	2B	3B	4B
C-Occasional	1C	2C	3C	4C
D- Remote	1D	2D	3D	4D
E- Improbable	1E	2E	3E	4E
F- Eliminated				
Safety Risk Index Ranking				
1A, 1B, 1C, 2A, 2B	High	Unacceptable		
1D, 2C, 3A, 3B	Serious	Undesirable - With management decision required		
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B,	Medium	Acceptable - with review by management		
4C, 4D, 4E	Low	Acceptable - without review		

The Chief Safety Officer documents recommendations regarding hazard rating and mitigation options and reports this information to the Accountable Executive.

Please refer to MV Transportation, Inc. Safety Policy Manual for a description of the methods or processes to assess the safety risks associated with identified safety hazards. It is important to note that Madera Metro and its contractor works in collaboration to ensure hazards are identified, resolved, and minimized.

### *Subsection 6.3 Safety Risk Mitigation*

The Accountable Executive and Chief Safety Officer, assisted by Key Staff subject matter experts, reviews current safety risk mitigations and establish procedures to 1) eliminate; 2) mitigate; 3) accept specific risks. Prioritization of safety remediation measures is based on risk analysis and a course of action acceptable to **Madera Metro** management and recommendations from the City of Madera Safety Committee.

The safety risk must be mitigated if ranked as Unacceptable (High- Red). Those safety risks that have been mitigated, even those mitigated risks shown as Acceptable status (Low -Green) undergo regular and consistent monitoring to ensure the mitigation strategy is effective.

Key strategies to minimize the types of risks that potentially exist include:

- Development and deployment of policies and procedures that address known hazards and risks,

- Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen risks,
- Training of drivers and other agency staff on all safety policies and procedures,
- Training of drivers and other agency staff on methodologies for handling emergencies, and
- Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol.

Madera Metro Chief Safety Officer tracks and updates safety risk mitigations information in the Madera Metro Hazard Log and make the log available to the City of Madera Safety Committee during monthly meetings and to Madera Metro staff upon request.

In the Hazard Log, the Chief Safety Office will also document any specific measures or activities, such as reviews, observations, or audits, that will be conducted to monitor the effectiveness of mitigations once implemented.

Please refer to MV Transportation, Inc. Safety Policy Manual for a description of the methods or processes to identify mitigations or strategies necessary to reduce the likelihood and severity of the consequences of hazards. It is important to note that Madera Metro and its contractor works in collaboration to ensure hazards are identified, resolved, and minimized.

### *Section 7 Safety Assurance*

The third component of the Agency's SMS is Safety Assurance, which ensures the performance and effectiveness of safety risk controls established under safety risk management. Safety assurance also helps ensure that the organization meets or exceeds its safety objectives through the collection, analysis, and assessment of data regarding the organization's performance.

Through our Safety Assurance process, Madera Metro can:

- Evaluate the operations and maintenance procedures to determine whether the existing rules and procedures are sufficient to control and prevent risk;
- Assesses the effectiveness of safety risk mitigations to make sure the mitigations are appropriate and are implemented as intended;
- Investigates safety events to identify casual factors; and
- Analyzes information from safety reporting, including data about safety failures, defects, or conditions.

Incidents that occurs from any of the procedures listed are compared against recent performance trends quarterly and annually by the Chief Safety Office to determine what actions need to be taken.

Information is then thoroughly gathered from all parties (**Contractors, Key Staff, Chief Safety Office, and Accountable Executive**) and carefully analyzed to determine a justifiable outcome and preventative solution. Next, the Chief Safety Officer shares any identified non-compliant or ineffective activities, including mitigations with Human Resources to be reevaluated by the City's Safety Committee. With monthly safety meetings, information is provided and recorded to be used as minutes given to all city departments and officials. Furthermore, the City of Madera Human Resource Department investigates safety events and any reports of non-compliance with applicable regulations, standards, and legal authority.

Some of the key elements of **Madera Metro**'s Safety Performance Monitoring and Measurement are shown below in subsection 7.1:

*Subsection 7.1 Safety Performance Monitoring and Measurement*

To ensure Madera Metro system remain compliant, monitoring is performed by the City of Madera Human Resources Department through internal safety reporting programs, including the employee safety reporting program and monthly safety committee meetings.

Other processes set in place to monitor its entire transit system for compliance with operations and maintenance procedures include;

- Safety audits,
- Informal inspections,
- Regular review of on-board camera footage to assess drivers and specific incidents,
- Safety surveys,
- Employee safety reporting program,
- Investigation of safety occurrences,
- Safety review prior to the launch or modification of any facet of service,
- Daily data gathering and monitoring of data relating to the delivery of service,
- Regular vehicle inspections and preventative maintenance, and
- Continuous feedback loop between leadership and all levels of the agency.

Results from the above processes are compared against recent performance trends quarterly and annually by the Chief Safety Officer to determine what actions need to be taken. The Chief Safety Office enters any identified non-compliant or ineffective activities, including mitigations, back into the SMS process for reevaluation by the Safety Committee.

Madera Metro's Chief Safety Officer and Safety Committee review the performance of individual safety risk mitigations during monthly Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as needed. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Office will approve or modify this proposed course of action and oversee its execution.

The Chief Safety Office and Safety Committee will monitor Madera Metro's operations to identify mitigations that may be ineffective, inappropriate, or were not implemented as intended through:

- Reviewing results from accident, incident, and occurrence investigations,
- Monitoring employee safety reporting,
- Reviewing results of internal safety audits and inspections, and
- Analyzing operational and safety data to identify emerging safety concerns.

The Chief Safety Officer works with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

Madera Metro conducts investigations of safety events to identify causal and contributing factors and monitors information reported through all internal safety reporting programs. The Chief Safety Officer routinely reviews safety data captured in employee safety reports, Safety Committee meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer ensures that the issues and concerns are investigated or analyzed through the safety risk assessment process.

The Safety Committee internal investigation process determines whether:

- The accident was preventable or non-preventable,
- Personnel require discipline or retraining,
- The casual factor(s) indicate(s) that a safety hazard contributed to or was present during the event, and
- The accident appears to involve underlying organization casual factors beyond just individual employee behavior.

The Chief Safety Officer also reviews the results of internal and external reviews, including audits and assessments, with findings affecting safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations. The Chief Safety Officer discusses relevant safety issues and concerns with the Accountable Executive and executive management and documents the results of these reviews in the Hazard Log.

In the event of a fatality, **Madera Metro** complies with all FTA drug and alcohol requirements.

In California, every driver involved in an accident that results in death, injury, or property damage over \$1000, effective January 1, 2017, must report the accident on a [Report of Traffic Accident Occurring in California](#) (SR 1) form to DMV. The report forms are available at [www.dmv.ca.gov](http://www.dmv.ca.gov), by calling 1-800-777-0133, and at CHP and DMV offices. Also, under California Vehicle Code §16002(b) the driver of a vehicle that is owned or operated by a publicly owned or operated transit system, or that is operated under contract with a publicly owned or operated transit system, and that is used to provide regularly scheduled transportation to the general public or for other official business of the system shall, within 10 days of the occurrence of the accident, report to the transit system any accident of a type otherwise required to be reported pursuant to [subdivision \(a\) of Section 16000](#) . **Madera Metro** requires driver notification to **Madera Metro** immediately and maintains records of any report filed pursuant to this paragraph.

### *Section 8 Safety Promotion*

The fourth component of the Agency's SMS is Safety Promotion, which includes a combination of training and communication of safety information to employees to enhance the Agency's safety performance. Safety Promotion sets the tone for the SMS and helps **Madera Metro** to establish and maintain a robust safety culture. Safety Promotion has two-components: (1) Safety Communication; and (2) Competencies and Training.

#### *Subsection 8.1 Safety Communication*

**Madera Metro** communicates safety and safety performance information throughout the organization that, at a minimum, conveys information on hazards and safety risks relevant to

employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program.

Madera Metro focus is to ensure all Safety communication remains precise and efficient in all areas of the organization. Madera Metro communicates safety and safety performance information during the monthly transit meeting and the quarterly Transit Advisory Board meetings. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact Madera Metro service or safety performance, and updates regarding SMS implementation. Madera Metro also receives information from the Transit Contractor on all safety performance issues.

**Madera Metro's** tools to support safety communication include:

- Safety bulletins
- Safety notices
- Posters
- CDs or Thumb drives or online safety video access
- Newsletters
- Briefings or Toolbox talks
- Seminars and workshops
- New employee training and refresher training
- Intranet or social media
- Safety Committee Meetings

#### *Subsection 8.2 Competencies and Training*

Madera Metro comprehensive safety training program applies to all Madera Metro key staff directly responsible for safety, including:

- Bus vehicle operators,
- Dispatchers,
- Maintenance technicians,
- Managers and Supervisors,
- Agency Leadership and Executive Management,
- Chief Safety Officer, and
- Accountable Executive.

Madera Metro dedicated resource to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Operations safety-related skill training provided by Madera Metro and the Transit Contractor includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training,
- Bus vehicle operator refresher training,
- Classroom and on-the-job training for dispatcher,
- Classroom and on-the-job training for operator's supervisor and managers, and
- Accident investigation training for operations supervisor and managers.

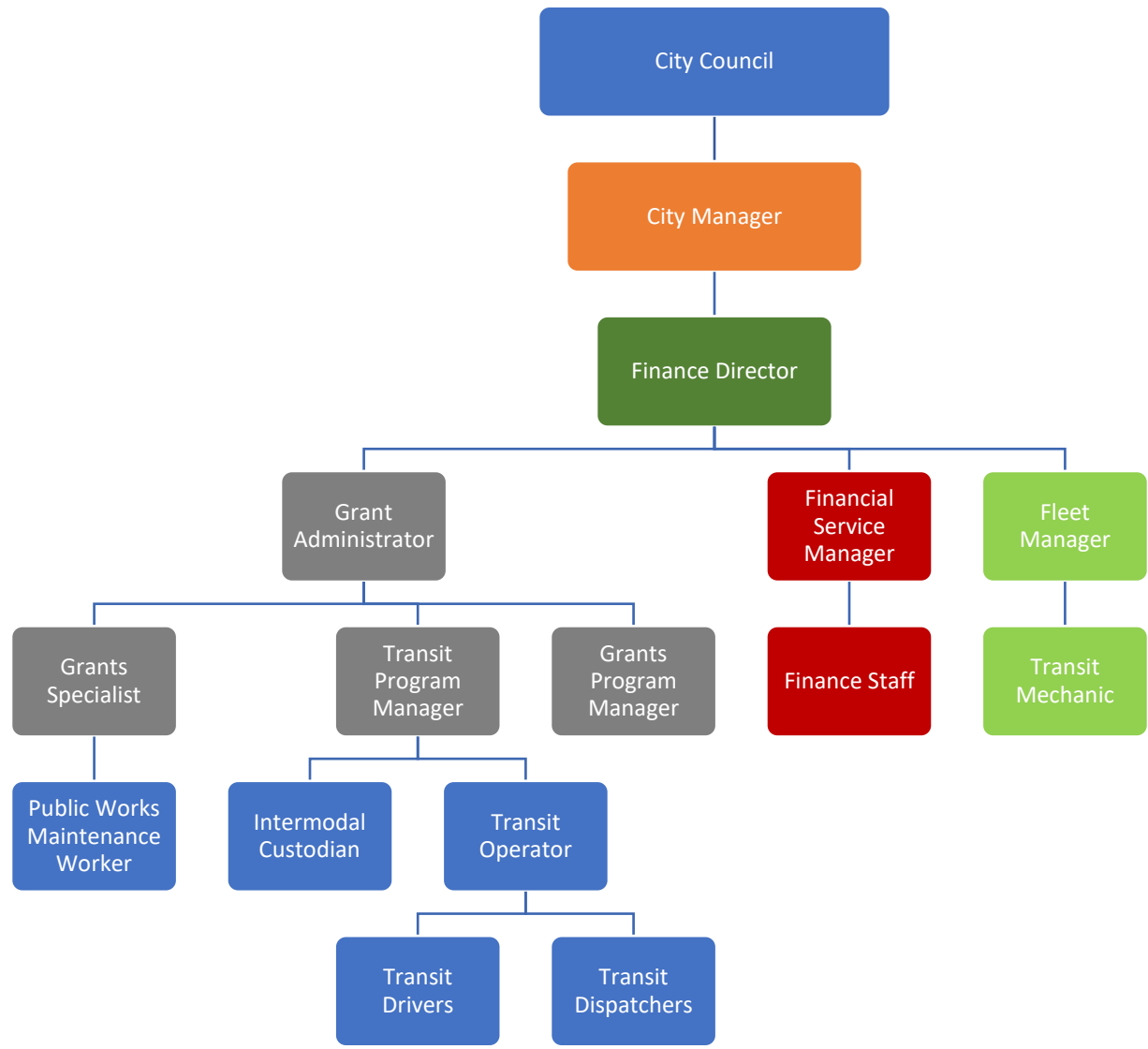
Vehicle maintenance safety-related skill training provided by Madera Metro and the Transit Contractor includes the following:

- Ongoing vehicle maintenance technician skill training,
- Ongoing skill training for vehicle maintenance supervisors,
- Accident investigation training for vehicle maintenance supervisors,
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors, and
- Training provided by vendors.

#### *Section 9 Documentation*

Pursuant to 49 CFR Part 673.31, **Madera Metro** maintains records related to this Safety Plan and SMS implementation for a minimum of three years. These documents include but are not limited to the results from SMS processes and activities. **Madera Metro** will make these documents available to FTA Region 9, Caltrans, and other Federal and state agencies upon request.

Attachment A  
City of Madera – Grants Division, Transit Section Organizational Chart



**CITY OF MADERA  
TRANSIT ADVISORY BOARD MEETING**

**MEETING MINUTES**

<b>DATE:</b>	<b>Thursday, December 3, 2020</b>
<b>TIME:</b>	<b>5:30 P.M. – 6:30 P.M.</b>
<b>PLACE:</b>	<b>Conference Call</b>
<b>Dial-in Info:</b>	<b>1 669 900 6833</b>
<b>Participant Code:</b>	<b>95999119867#</b>

**CALL TO ORDER**

**I. ROLL CALL:**

**Steve Salter, Chair**

Present - Andrew Albonico	District 1 (Council Member Gallegos nominee)
Present - Latif Muhamad	District 2 (Council Member Rodriguez nominee)
Present - Marie Luna	District 3 (Council Member Montes nominee)
Absent - Steve Salter	District 4 (Council Member Robinson nominee)
Present - Otilia Morales	District 5 (Council Member Garcia nominee)
Absent - Linda Clark	District 6 (Council Member Holley nominee)
Present - Cynthia Ortegon	Mayor Nominee

**II. PUBLIC COMMENT:**

This time is made available for comments from the public on matters within the Board's jurisdiction that are not on the agenda. Each speaker will be limited to three (3) minutes. Attention is called to the fact that the Board is prohibited by law from taking any substantive action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Board does not respond to the public comment at this time. It is requested that no comments be made during this period on items that are on today's agenda. Members of the public may comment on any item that is on today's agenda when the item is called and should notify the Board Chair of their desire to address the Board when that agenda item is called.

**III. APPROVAL OF MINUTES:**

**IV. DISCUSSION ITEMS:**

A. Madera Metro Agency Safety Plan **Ivette Iraheta/David Huff**

**V. ACTION ITEMS:**

A. Approval of Agency Safety Plan **Steve Salter**

- TAB Members had no follow up comments regarding the ASP.
- Cynthia Ortegon made a motion to accept the Madera Metro Transit Agency Safety Plan presented on December 3, 2020.
  - All TAB Member responded by saying "I" agreeing to accept the plan.
- Agency Safety Plan was approved with a 5-0 vote

**VI. TAB SECRETARY AND MEMBER COMMENTS:**

**Members/Secretary**

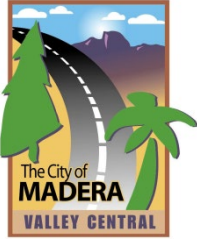
**VII. ADJOURN MEETING:****Steve Salter**

*(Next Quarterly TAB meeting is scheduled for Thursday, January 28, 2021 at 5:30 PM.)*

- *The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.*
- *Any writing related to an agenda item for the open session of this meeting distributed to the Transit Advisory Board less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.*
- *Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.*

I, David Huff, Interim Program Manager for the City of Madera, declare under penalty of perjury that I posted the above Transit Advisory Board Meeting Agenda for the Special Meeting scheduled for December 3, 2020 online at Madera.gov by 5:00 p.m. on Tuesday, December 1, 2020.

*David Huff*  
\_\_\_\_\_  
David Huff, Interim Program Manager



## REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, P.E., Department Director

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: December 16, 2020

Agenda Number: B-5

### SUBJECT:

Acceptance of Off-site Improvements Associated with the Love's Travel Stops and Country Stores for the Madera Travel Center Project

### RECOMMENDATION:

Adopt a Resolution Accepting Improvements Required to be Installed in Connection with the Madera Travel Center Project (Project) per the terms of the Development Agreement (DA) between the City, Lisa M. Guzman, Trustee of the Bypass Trust Under the Guzman Living Trust Dated May 13, 2013 and Trustee of the Survivor's Trust Under the Guzman Living Trust Dated May, 13, 2013, and Love's Travel Stops and Country Stores, Inc.

### SUMMARY:

The Developer, Love's Travel Stops & Country Stores Inc. (Loves), has completed the off-site public improvements in accordance with the DA, which was approved by Council on December 21, 2016. It is recommended that the Council accept the improvements.

### DISCUSSION:

On December 21, 2016, the Council approved DA with Loves on the basis that the development of the Project would serve as a significant economic development opportunity. Due to the magnitude of the reimbursement amount and minimal Development Impact Fee (DIF) balances relative to anticipated costs, a "customized" reimbursement plan utilizing a combination of capital improvement funding sources and project-generated taxes revenues was created. A summary of funding sources and amounts for the lump sum payments is provided on Table 1.

<b>Table 1: Reimbursement Plan</b>			
<i>#</i>	<i>Funding Type</i>	<i>Original Estimated Amount</i>	<i>Reimbursable Improvement Type</i>
1	DIF Credits	\$279,025	Credits applied to applicable cost categories
2	Transportation Facility DIF Balance	\$1,090,000	Freeway Ramp Widening-Right Turn Lane
3	Traffic Signal DIF Balance	\$402,440	Ave 17/Sharon Blvd Traffic Signal
4	Arterial/Collector Street DIF Balance	\$576,000	Excess & Misc. Ave 17/Sharon Blvd Costs
5	Sewer DIF Balance	\$131,000	Sewer Pipe Oversizing
6	Storm Drain DIF Balance	\$68,000	Storm Drainage Pipe Costs
7	Water Pipe DIF Balance	\$73,700	Water Pipe Oversizing
8	Measure A	\$1,120,000	Ave 17 Arterial Improvements
9	LTF Unprogrammed Balance	\$1,640,000	Ave 17 & Sharon Blvd Arterial Improvements
Subtotal – Lump Sum Funding (Excluding Well Costs)		\$5,380,165	
10	Water Well	\$1.2 – 2.7 Million	Water Fund - Capital Improvements

Reimbursable costs in excess of lump sum payments from the amounts identified above will be made from a portion of the sales and transient occupancy taxes generated by the project. It was recognized that with completion of the Travel Center, a net positive impact to the General Fund would be realized in each year of operation.

It is to be noted that the amounts given are not exact as reimbursement requests along with supporting costs have not yet been received. However, original bids to which the City was copied will be indicated in said section of the report.

**FINANCIAL IMPACT:**

Acceptance of this subdivision will result in the transfer of maintenance and resulting costs from Developer to City.

Following acceptance of the Projects, staff will commence reimbursements in accordance with the DA. Council may be consulted later regarding schedule of reimbursements or use of other funds as the DA allows for payments and sources to vary. Variations in schedule would be based on a financial review by the Engineering and Finance Departments, and City Manager. It is not anticipated at this time that adjustment to funding sources would be modified.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Action 115.1: As a component of the General Plan Update, encourage viable economic development

**ALTERNATIVES:**

As an alternative, the Council may elect to reject the Notice of Acceptance of the Project. Rejection of the Notice of Acceptance which will result in staff's inability to release funds for reimbursement and close the Project in accordance with the DA.

**ATTACHMENTS:**

1. Resolution
2. Development Agreement  
    Exhibit A – Notice of Acceptance

**Attachment 1**  
Resolution

**RESOLUTION NO. 20-\_\_\_**

**A RESOLUTION ACCEPTING IMPROVEMENTS FOR LOVE'S TRAVEL  
STOPS AND COUNTRY STORES FOR THE MADERA TRAVEL CENTER  
PROJECT AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE  
FOR SAID DEVELOPMENT IMPROVEMENTS AND AUTHORIZING STAFF  
TO RECORD THE NOTICE OF ACCEPTANCE**

**WHEREAS**, on December 21, 2016, the City Council adopted Ordinance No. 938 C.S., entering into a Development Agreement (DA) with Lisa M. Guzman, Trustee of the Bypass Trust Under the Guzman Living Trust Dated May 13, 2013 and Trustee of the Survivor's Trust Under the Guzman Living Trust Dated May, 13, 2013, and Love's Travel Stops and Country Stores, Inc; and

**WHEREAS**, the DA stipulated that the Developer, Love's Travel Stops & Country Stores Inc. (Love's), was to develop the Project Site (as that term is defined in the DA) along with the required off-site public infrastructure improvements for the Madera Travel Center Project; and

**WHEREAS**, the Developer, Love's, has requested final acceptance for the improvements for the Travel Center; and

**WHEREAS**, the City Engineer has certified to this Council that the required improvements for the Travel Center have been completed.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA** hereby finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The improvements for the Madera Travel Center Project are accepted.
3. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*

**Exhibit A**

Notice of Acceptance

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

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Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**NOTICE OF ACCEPTANCE  
OF DEVELOPMENT IMPROVEMENTS**

NOTICE IS HEREBY GIVEN that on December 16, 2020, the City Council of the City of Madera confirmed the satisfactory completion of the improvements as shown on the plans for the Love's Travel Stops and Country Stores for the Madera Travel Center Project.

Dated: \_\_\_\_\_

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

Alicia Gonzales

City Clerk

**Attachment 2**

Development Agreement

Recorded in Official Records, Madera County

**REBECCA MARTINEZ**

Madera County Recorder

CIT Madera City

12/28/2016

12:07 PM

1

Recording requested by:  
City of Madera

After Recording Return to:  
City Clerk  
City of Madera  
205 West Fourth Street  
Madera, California 93637-3527

Doc#: 2016032980



Titles: 1 Pages: 50

Fees 0.00

Taxes 0.00

Other 0.00

PAID \$0.00

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Fee Waived Per Section 27383 of the Government Code. No Document Tax Due \$ -0-

## **DEVELOPMENT AGREEMENT**

Between the City of Madera, Lisa M. Guzman, Trustee of the Bypass Trust under the Guzman Living Trust Dated May 13, 2013 and Trustee of the Survivor's Trust under the Guzman Living Trust Dated May 13, 2013, and Love's Country Stores of California, Inc.

**DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF MADERA, LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013 AND TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, AND LOVE'S COUNTRY STORES OF CALIFORNIA, INC.**

THIS DEVELOPMENT AGREEMENT ("Development Agreement") is entered into to be effective on the date it is recorded with the Madera County Clerk/County Recorder (the "Effective Date"), between THE CITY OF MADERA, a California general law city ("City"); LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, AND TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, (collectively, "Landowner"); and LOVE'S COUNTRY STORES OF CALIFORNIA, INC., a California corporation ("Developer"). Each of the City, Landowner and Developer may be referred to as a "Party" hereunder and collectively as the "Parties."

**RECITALS**

A. The Legislature of the State of California has adopted California Government Code Sections 65864-65869.5 ("Development Agreement Statute") which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries or in unincorporated territory within a city's sphere of influence for the development of such property in order to, among other things: encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage an investment in and commitment to comprehensive planning which will make maximum efficient utilization of resources at the least economic cost to the public land; and provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules, and regulations and subject to the conditions of approval of such projects, as provided in such annexation and/or development agreements.

B. Landowner owns an approximately 50 acre parcel of real property located within the City, near the northern edge of the City limits, at the Avenue 17/State Route 99 ("SR 99") interchange (APN 013-240-003)(the "Property"), as particularly described on Exhibit A.

C. Developer intends to develop approximately 25 acres of the Property, as generally depicted on Exhibit B (the "Project Site"), as a full service travel center, to include an approximately 11,981 square-foot travel stop building, comprised of an approximately 7,965 square foot convenience store and 4,016 square foot branded restaurant with drive-through, served by on-site parking for passenger vehicles and tractor-trailers, nine covered fuel islands for trucks and nine separate covered fuel islands for automobiles, as well as a truck tire care facility and approximately 4,400 square foot branded restaurant (in proposed areas separate from the travel stop building), truck scales, a hotel, a self-storage facility and an RV and boat storage facility, and other related services and amenities for the motoring public, including a historical pedestrian plaza in the southwest corner of Avenue 17 and Sharon Boulevard, which will address a part of Madera history (the "Project"). The remaining undeveloped portion of the Property will be separated from the travel center site through a parcel map.

D. At the time the Project Site is developed, Developer will be required to construct certain off-site public infrastructure improvements, which was a condition of regulatory approval of the Project, including the development approvals described in the Recitals, such improvements will include roadway improvements, freeway ramp improvements, sanitary sewer lines, storm drainage improvements, a water well and water lines and certain other utility and general improvements that will provide benefits to City and other property owners near the Developer's property who may wish to develop their properties in the future. City has agreed to reimburse Developer for a portion of the costs of constructing such off-site infrastructure improvements, and to

credit Developer for a portion of the otherwise applicable development impact fees. The City Council finds and determines that the aggregate amount of such reimbursement and credit will be less than the cost of such improvements and has further found that the City will not maintain any proprietary interest in the Project.

E. Pursuant and subject to the Development Agreement Statute, the City's Municipal Code and the City's police powers, City is authorized to enter into binding agreements with persons having legal or equitable interest in real property located within the City's municipal boundaries thereby establishing the conditions under which such property may be developed in the City.

F. City has granted the Developer a series of Development Approvals (as defined herein below) to implement the Project, which are incorporated and made a part of this Agreement. The Developer desires to receive the assurance that it may proceed with the Project in accordance with the existing land use ordinances, subject to the terms and conditions contained in this Agreement and to secure the benefits afforded the Developer by Government Code §65864.

G. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, provide the certainty necessary for the Developer to make significant investments in public infrastructure and other improvements, assure the timely and progressive installation of necessary improvements, provide public services appropriate to each stage of development, establish phasing for the orderly and measured build-out of the Project consistent with the General Plan and the desires of the City to assure integration of the new development into the existing community.

H. The terms and conditions of this Development Agreement have undergone extensive review by the staff of the City, the City's Planning Commission, and the City Council of City and have been found to be fair, just, and reasonable.

I. City's City Council finds and determines that it will be in the best interests of City's citizens and the public health, safety, and welfare will be served by entering into this Development Agreement.

J. All of the procedures of the California Environmental Quality Act have been met with respect to the Project and this Development Agreement by the approval of Planning Commission Resolution No: 1812 adopted on August 16, 2016, which certified the final Environmental Impact Report for the Madera Travel Center dated July, 2016 (the "EIR").

K. City's City Council has approved this Development Agreement by Ordinance No. 938 C.S. adopted on December 21, 2016 and effective on December 28, 2016.

**NOW THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

1. **DEFINITIONS.** In this Development Agreement, the following words and phrases shall have the meanings ascribed below:

A. "County" is the County of Madera.

B. "Development Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Existing Development Approvals for the payment of fees, including impact fees and mitigation fees, or other monetary payments or exactions, imposed by City in order to lessen, offset, mitigate, or compensate for the impacts of new development on the environment or other public interests, whether such exactions constitute impositions made under Development Approvals or the City's General Regulations. The applicable Development Exactions in effect under the Existing Land Use Regulations are set forth in Exhibit C.

C. "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by City in connection with the development of the Project Site, including, but not limited to:

- (1) Site Plan Reviews;
- (2) Tentative and final parcel and/or subdivision maps;
- (3) Conditional use or special use permits, variances or other modifications to the City's development regulations;
- (4) Grading and building permits.

D. "Development Plan" means the Existing Development Approvals defined in Section 1(F) below and vested in Section 11 below, which are applicable to development of the Project.

E. "Effective Date" means the date upon which this Development Agreement is recorded with the County Clerk/County Recorder of the County, or the date upon which Ordinance No. 938 C.S. becomes effective, whichever occurs later.

F. "Existing Development Approvals" means this Development Agreement and those certain development approvals granted by the City of Madera Planning Commission at its August 16, 2016 meeting, as follows:

- (a) SPR 2015-18: Approving and establishing requirements for the overall development of the Project Site.
- (b) TPM 2015-01: Approving and establishing requirements for division of the subject property into 4 parcels and a remainder.
- (c) CUP 2015-09: Approving and establishing requirements for a changeable copy (gasoline prices) in association with a freeway sign on the Project Site.
- (d) CUP 2015-10: Approving and establishing requirements for the sale of beer and wine as a component of the operations of the travel stop component of the Project.
- (e) CUP 2015-11: Approving and establishing requirements for a drive-thru restaurant as a component of the travel stop component of the Project.
- (f) CUP 2015-12: Approving and establishing requirements for the truck stop component of the Project.
- (g) CUP 2015-13: Approving and establishing requirements for the automotive repair facility (Tire Care Facility) component of the Project.

- (h) CUP 2015-14: Approving and establishing requirements for the sale of beer and wine in conjunction with the freestanding restaurant component of the Project.
- (i) CUP 2015-15: Approving and establishing requirements for a drive-thru component as part of a freestanding restaurant on the Project Site.
- (j) CUP 2015-16: Approving and establishing requirements for a hotel on the Project Site.
- (k) CUP 2015-17: Approving and establishing requirements for a recreational vehicle and boat self-storage facility on the Project Site.
- (l) VAR 2015-02: Approving the construction of a freeway sign taller than forty feet.
- (m) Final EIR: Environmental Impact Report prepared in conformance with the California Environmental Quality Act and certified by the Planning Commission

G. "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.

H. "Fee Credit" means that portion of Development Exactions fees which shall be credited by the City to Developer, as specified on Exhibit C-1 and as set forth in Section 8(B) below.

I. "Future General Regulations" means those "General Regulations" adopted by the City after the Effective Date of this Development Agreement.

J. "General Regulations" means those ordinances, rules, regulations, initiatives, policies, requirements, guidelines, constraints, or other similar actions of the City, other than site-specific Project approvals, which affect, govern, or apply to the Project Site or the implementation of the Development Plan. General Regulations are applicable to more than one property within the City.

K. "Infrastructure Improvements" means collectively, that portion of off-site public improvements to be dedicated to or owned by City and constructed by Developer pursuant to the terms of Section 7 of this Development Agreement, which will be installed at the locations identified on Exhibits E – I, inclusive, and which shall include the Roadway Improvements, Ramp Improvements, Sewer Improvements, Storm Drainage Improvements, Water Well Improvements, Water Line Improvements, and Utility and General Improvements, all as more specifically described in Section 7.

L. "Land Use Regulations" means all ordinances, resolutions, codes, rules regulations, and official policies of City governing the development and use of land, including, without limitation, the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; the provisions for reservation or dedication of land for public purposes; and the design, improvement, and construction standards and specifications applicable to the development of the Project Site that are a matter of public record on the Effective Date of this Development Agreement. "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation, or official policy, governing:

- (1) The conduct of businesses, professions, and occupations;
- (2) Taxes and assessments;
- (3) The control and abatement of nuisances;

- (4) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; and
- (5) The exercise of the power of eminent domain.

M. "Owner" means the person having a legal or equitable interest in the Property and Project and all successors, transferees, or assigns thereof.

N. "Phase 1 Project" shall mean the approximately 11,981 square-foot travel stop building, comprised of an approximately 7,965 square foot convenience store and approximately 4,016 square foot branded restaurant(s) with drive-through, served by on-site parking for passenger vehicles and trailer trucks, nine covered fuel islands for trucks and nine separate fuel islands for automobiles, a truck tire care facility, truck scales, and an approximately 81 room hotel.

O. "Reimbursement Amount" shall mean the amount set forth in Section 8 below, which shall be payable by City to Developer to reimburse Developer for a portion of the cost and expense of designing and installing the Infrastructure Improvements. The Reimbursement Amount shall be due and payable as set forth in Section 8 below.

P. "State" shall mean the State of California.

Q. "Subsequent Development Approvals" means all development approvals required subsequent to the Effective Date in connection with development of the Project Site.

R. "Subsequent Land Use Regulation" means any Land Use Regulation adopted and effective after the Effective Date.

S. "Substantially Complete Building Permit Application" shall mean an application or request for a building permit that substantially satisfies the requirements of the General Regulations and the requirements specified in the Existing Development Approvals.

**2. INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and all defined terms set forth therein are hereby incorporated into this Agreement as if set forth herein in full. All exhibits attached hereto are incorporated by reference.

**3. INTERESTS OF LANDOWNER AND DEVELOPER; BINDING EFFECT OF DEVELOPMENT AGREEMENT.** Developer represents that it has an equitable or other interest in the Property sufficient to be bound by this Development Agreement. That portion of the Property which comprises the Project Site, as described in Recital C, is hereby made subject to this Development Agreement. Development of the Project Site is hereby authorized and shall be carried out in accordance with the terms of this Development Agreement. Upon recordation of the Development Agreement, the provisions of this Development Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the Parties hereto. Developer's right to develop the Project Site in accordance with the Development Approvals and the terms of this Development Agreement including the obligations set forth herein shall not become effective unless and until Developer acquires the Project Site. Upon conveyance of Landowner's fee interest in the Project Site to Developer, Landowner shall have no further rights or privileges, and shall be fully released from any further liability or obligation under this Development Agreement with respect to the Project Site and the remainder of the Property retained by Landowner.

**4. PURPOSE OF THIS AGREEMENT.**

A. Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Statute, and with full recognition of City's policy of judicious restraints on its police powers, Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with Existing Land Use Regulations subject to the terms of this Development Agreement and City's Subsequent Land Use Regulations. In the absence of this Development Agreement, Developer would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Development Agreement. This Development Agreement, therefore, is necessary to assure Developer that the Project will not be (i) reduced in density, intensity or use, or (ii) subjected to new rules, regulations, ordinances or official policies or delays which are not permitted by this Development Agreement or the Reservation of Authority (as defined in Section 10 below).

B. Mutual Objectives. Development of the Project in accordance with this Development Agreement will provide for the orderly development of the Project. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Project, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. The Parties believe that such orderly development of the Project will provide many public benefits to City through the imposition of development standards and requirements under the provisions and conditions of this Development Agreement, including without limitation, increased tax revenues, installation of off-site infrastructure improvements, and job creation. Additionally, although development of the Project in accordance with this Development Agreement will restrain City's land use or other relevant police powers, this Development Agreement provides City with sufficient Reservation of Authority during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, Developer will receive assurance that the Project may be developed during the term of this Development Agreement in accordance with the Existing Land Use Regulations and Reservation of Authority.

C. Mutual Benefits; Acknowledgment of Consideration. By this Development Agreement, City and Developer desire to set forth the terms under which Developer will receive certain reimbursements for commercial development and economic performance on the Project Site. The City has determined to offer Developer reimbursements and credits for a portion of the costs incurred by Developer in its installation of the Infrastructure Improvements because the same will provide significant benefits to City by increasing the capacity of and expanding City's water, storm drainage and sewer service systems, by the installation of traffic signals and a new roadway to promote the orderly flow of traffic and increase City's street network capacity, and otherwise. The aggregate amount of such reimbursement and all credits provided to Developer hereunder will not exceed the actual and reasonable cost incurred by Developer in connection with construction and installation of the Infrastructure Improvements as determined pursuant to Section 8 below. The Project will also promote the economic wellbeing of City by attracting businesses that will provide City with a significant, long-term revenue stream and a source of employment for residents of the community. City and Developer acknowledge and agree that the consideration that is to be exchanged pursuant to this Development Agreement is fair, just, and reasonable.

**5. EXHIBITS.** The following exhibits are incorporated into and made a part of this Development Agreement by this reference:

<u>Exhibit A</u>	Legal Description of Property
<u>Exhibit B</u>	Depiction of Project Site
<u>Exhibit C-1</u>	Development Exactions (Fees) and Project Fee Credits
<u>Exhibit C-2</u>	Traffic and Transportation Mitigation Fees
<u>Exhibit D</u>	General Description of Infrastructure Improvements, Costs and Reimbursable Amounts

<u>Exhibit E</u>	Depiction of Roadway Improvements/Roadway Work
<u>Exhibit F</u>	Depiction of Sewer Improvements/Sewer Work
<u>Exhibit G</u>	Depiction of Storm Drainage Improvements/Storm Drainage Work
<u>Exhibit H</u>	Depiction of Water Improvements/Water Work
<u>Exhibit I</u>	Depiction of Utility and General Improvements/Utility and General Improvements Work
<u>Exhibit J</u>	Form of Assignment and Assumption Agreement

**6. TERM AND TERMINATION.**

A. Term. The term of this Development Agreement shall commence on the Effective Date and shall terminate thirty six (36) months from the Effective Date [subject to Section 22(I)], provided, however, that the Term may be extended pursuant to the following:

1) If Developer submits a properly completed Substantially Complete Building Permit Application for each building in the Phase 1 Project prior to the expiration of the 36-month initial term, then such term shall automatically be extended to a date forty eight (48) months from the Effective Date, without the need for further action by the Parties. Thereupon, the City shall promptly take action on such applications, as contemplated in Section 7(D)(1) below.

2) If the term has been extended as permitted by Section 6(A)(1) of this Agreement and if the Building Permits are issued by the City, as contemplated, then such term shall automatically be extended to a date sixty (60) months from the Effective date, without the need for further action by the Parties.

3) If the term has been extended by Section 6(A)(2) of this Agreement and if Developer completes each building in the Phase 1 Project and receives a temporary or final certificate of occupancy within sixty (60) months of the Effective Date, the term of this Agreement shall automatically be extended to a date twenty (20) years from the Effective Date, without the need for further action by the Parties.

B. Termination in the Event of Order or Judgment. This Development Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Development Agreement. In the event that this Agreement or any of the Development Approvals are subjected to legal challenge by a third party, and Developer is unable, or elects not to proceed with the Project due to such legal action, the term of and timing for obligations imposed pursuant to this Agreement shall be automatically tolled during such legal action.

C. Termination of Agreement Does not Terminate Project Approvals. Termination of this Development Agreement shall not constitute termination of any other land use entitlement approved for the Project Site prior to the Effective Date of this Development Agreement, or to any Subsequent Development Approvals issued by the City during the term of the Agreement. Upon termination of this Development Agreement, no party shall have any further right or obligation hereunder except with respect to (1) any obligation to have been performed prior to such termination, (2) any default in the performance of the provisions of this Development Agreement which has accrued prior to such termination, and/or (3) any provision which is noted to survive such termination, or which, by its nature, is intended to survive such termination. Pursuant to California *Government Code* §66452.6(a) the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

**7. DEVELOPER'S PROVISIONS OF INFRASTRUCTURE IMPROVEMENTS; TIMING AND CITY ASSISTANCE.**

A. Developer's Provision of Infrastructure Improvements. If the Project or any portion thereof is constructed, Developer agrees to construct and install the following Infrastructure Improvements:

(1) Roadway Improvements. Developer will construct and install (a) two traffic signals (the "Traffic Signals"); (b) certain street lights, street signage and striping on or along Avenue 17 and Sharon Boulevard; (c) all paving, curbs, gutters and sidewalks to widen Avenue 17 (the "Avenue 17 Street Widening"); and (d) paving, curbs, gutters and a portion of the parkway landscaping and sidewalk (to the extent not being constructed by a third-party developer) for Sharon Boulevard, all as generally described on Exhibit D and at the locations identified on Exhibit E ("Sharon Boulevard Work") (the Traffic Signals, the Avenue 17 Street Widening, the Sharon Boulevard Work and all related improvements are collectively, the "Roadway Improvements" and the associated work, the "Roadway Work").

(2) Freeway Ramp Improvements. Developer will construct and install a dedicated right turn lane on the north bound exit ramp of the Freeway 99 and Avenue 17 interchange, as generally described on Exhibit D and at locations specified on Exhibit E, (the "Ramp Improvements").

(3) Sewer Improvements. Developer will construct and install a sewer line to connect the Property to City's existing sewer system at a point located within Sharon Boulevard, north of Ellis Street, as generally described on Exhibit D and at the locations identified on Exhibit E, which pipeline will run from such point north of and then within the Sharon Boulevard right of way (the Sewer Line and all related improvements, collectively, the "Sewer Improvements" and the associated work, the "Sewer Work").

(4) Storm Drainage Improvements. Developer will construct and install a storm drain pipeline approximately 18" in diameter within the Avenue 17 right of way and a storm drain pipeline approximately 30" in diameter within the Sharon Boulevard right of way to connect to a privately owned and maintained temporary storm retention basin to be installed by Developer at the southernmost point of the Project site, all as generally described on Exhibit D and to be installed at the locations identified on Exhibit G, and with such temporary storm retention basin to be used until a permanent storm drain connection to the south becomes available (collectively, with all related improvements, the "Storm Drainage Improvements" and the associated work, the "Storm Drainage Work"). Upon completion of the permanent storm retention basin off-site, Developer may remove the temporary retention basin facility and devote that portion of the Project Site to other purposes in conformance with the conditions of approval adopted by the Planning Commission in conjunction its approval of the Existing Development Approvals.

(5) Water Well and Water Line Improvements. Developer agrees to develop a water well site on certain land contiguous to the Property to the south, as shown on Exhibit H (the "Well Site"), with rights to so construct and utilize the Well Site to be secured by City, as depicted on Exhibit H, subject to approval by the City engineer. In addition to the Well Site, Developer shall construct and install a 24" diameter PVC water pipeline connecting the well on the Well Site to the existing City water system at a point north of the Project site, as shown on Exhibit H (collectively, with all related improvements, the "Water Well and Water Line Improvements" and the associated work, the "Water Work"), with any rights in third-party property necessary to complete the Water Work to be secured by City. Any interest of Developer in or to the Well Site (and/or associated infrastructure) shall be dedicated to City in the manner prescribed by the Existing Land Use Regulations after completion of the Water Work and acceptance thereof by the City engineer. Notwithstanding anything to the contrary herein, in the event City is unable to secure third-party rights as contemplated above, City will work with Developer in good faith and with due diligence to provide an alternate location for the Well Site and/or connection point of the subject water pipeline to the City water system, all at City's expense.

(6) Miscellaneous Street and Utility Improvements. Developer will construct and install (a) median and parkway landscaping; and (b) dry utility trenching, conduits and pull boxes, all as generally described on Exhibit D and at locations identified on Exhibit I (collectively, with all related improvements, the “Utility and General Improvements” and all the associated work, the “Utility and General Improvements Work”).

B. City’s Share of Costs and Expenses. The City's reasonable and fair share of the costs and expenses associated with designing, constructing and installing the Infrastructure Improvements (based on the relative value of the Infrastructure Improvements to the City and neighboring landowners as compared to the value to Developer and the Project), shall be included in the Reimbursement Amount set forth in Section 8 below.

C. Obligation to Install Infrastructure Improvements as Condition to Certificate of Occupancy; Timing. Developer shall construct and install the Infrastructure Improvements concurrently with and as a condition precedent to the issuance of a certificate of occupancy for any improvement in the Project. All Infrastructure Improvements shall be designed, constructed and installed in accordance with standard engineering and construction industry practices and the Existing Land Use Regulations and, to the extent not addressed by the Existing Land Use Regulations, other applicable codes, rules, City standards, regulations and laws, in a good and workmanlike condition, at Developer’s sole cost and expense (except as provided herein).

D. City Obligations to Assist with the Infrastructure Improvements. In addition to City's obligation to pay the Reimbursement Amount and Fee Credit to Developer, as set forth in Section 8 below, in connection with Developer's installation of any of the Infrastructure Improvements, the Parties agree as follows:

(1) Cooperation. City shall accept for processing and promptly take action on all applications, provided they are in a proper form and acceptable for required processing, for discretionary permits, tract or parcel maps, building permits, or other land use permits or entitlements for development of the Project, in accordance with the provisions of this Development Agreement and the Development Approvals. City shall cooperate with Developer in providing expeditious review of any such applications, permits, or land use entitlements and, upon request and payment of any costs and/or extra fees associated therewith by Developer, City shall assign to the Project planners, building inspectors, and/or other staff personnel as required to ensure the timely processing and completion of the Project.

(2) Obtaining Easements and Rights of Way. City shall (a) grant to Developer any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements or otherwise develop the Project over, on or under City owned land; (b) assist Developer in obtaining any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements over, on or under County owned land; and (c) secure, in favor of Developer, any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements over, on or under other third-party land, including without limitation, those required in regard to the Well Site and Water Work addressed in Section 7(A)(5) above, and in each case, temporary construction easements for pedestrian and vehicular ingress and egress and vehicular parking and the placing and storing of construction machinery, equipment, supplies, materials, dirt and fill. The Parties agree to cooperate in good faith in regard to the foregoing to facilitate obtaining such easements or rights of way as expeditiously as reasonably possible. In any event, City shall promptly provide to Developer a copy of any such easements obtained by City in favor of Developer. In the event the Developer and/or City is unable, after exercising all reasonable efforts, to acquire the real property interests necessary for the construction of such Infrastructure Improvements, as contemplated herein, by the time any final map is filed with the City, the City shall negotiate the purchase of the necessary real property interests to allow the Developer to construct the Infrastructure Improvements as required by this Agreement and, if

necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests.

(3) Approval by City Engineer; Dedication and Acceptance. Upon substantial completion of the Infrastructure Improvements by Developer in accordance with the terms of this Agreement, the City Engineer shall inspect and approve the same, which approval shall not be unreasonably withheld or delayed. Upon such approval by City Engineer and Developer's dedication of the Infrastructure Improvements to City in the manner prescribed by applicable City codes, ordinances, and regulations, City shall accept the same, subject to Developer's compliance with the Existing Land Use Regulations.

(4) Operation and Maintenance of Infrastructure Improvements; Warranty. Upon acceptance of the Infrastructure Improvements by City, as contemplated above, (a) City shall, at its sole cost and expense, operate and maintain the Infrastructure Improvements in good and working order as part of its public systems; and (b) Developer shall have no further interest in or obligation in regard to the Infrastructure Improvements beyond that inuring to the public in general.

**8. FEE CREDIT; CITY OBLIGATION TO REIMBURSE DEVELOPER.** Developer, pursuant to this Agreement, will be financing the construction of Infrastructure Improvements that otherwise would be paid for by City or other parties, or would serve other properties beyond the Project Site, or would be financed by City Development Exaction Fees and other public utility and infrastructure funding sources. In consideration of the financing of such improvements by Developer, and in consideration of the substantial public benefits to be achieved by the Project during each year of the term of this Development Agreement, City and Developers agree that Developers shall be entitled to fee credits and reimbursement as provided in this Section 8. Pursuant to this Section 8, City shall offer fee credit and/or reimburse Developer for the City's fair and reasonable share of Developer's reasonable and actual cost and expense incurred in connection with the construction and installation of the Infrastructure Improvements (the "Reimbursement Amount"). Developer shall provide to City satisfactory evidence of such costs and expenses as actually incurred by Developer, as provided by Section 8(J) below.

A. Reimbursement Amount. The total Reimbursement Amount, not including costs associated with the Water Well Improvements or the Ramp Improvements Excess Cost (as defined below), shall not exceed Six Million Eight Hundred Seventy Thousand Dollars (\$6,870,000). This Reimbursement Amount, established based on the maximum reimbursement schedule set forth in Exhibit D, constitutes the City's fair and reasonable share of the Developer's reasonable and actual costs. City and Developer agree that due to the variability of potential costs associated with the Water Well Improvements and the Ramp Improvements, those costs are not fully included in the maximum Reimbursement Amount, but will be reimbursed in accordance with the terms set forth in Section 8(C) and Section 8(D) of this Agreement, respectively. In no event shall the City be required to reimburse an amount above Developer's actual costs and expenses. Developer shall provide to City satisfactory evidence of actual costs and expenses pursuant to Section 8(J) of this Agreement.

B. Fee Credit. To the extent Developer dedicates land, funds or constructs Infrastructure Improvements that exceed the size or capacity required to serve the Project Site for the benefit of other properties, or if such dedication or Infrastructure Improvements benefit other properties, regardless of their size or capacity, City shall provide Developer with credit against the Development Exaction Fees applicable to the Project, as generally set forth in Exhibit C-1. The fee credit shall equal (and shall not exceed) Developer's aggregate hard and soft costs (including land costs, if applicable) actually paid by Developer for the particular Infrastructure Improvement in question. Fee credit shall be given by the City at the time the applicable Development Exaction Fees would otherwise be paid by Developer.

C. Water Well Reimbursement. Upon Developer's completion and City's acceptance of the Water Well Improvements, City shall reimburse to Developer the full and complete actual costs to develop the Water Well, less any fee credits applicable to water well costs that are available to Developer in accordance with Section 8(B), subject to the terms and conditions set forth in this Section 8(C).

(1) Reimbursable costs for the Development of the Water Well shall include all items required by the City Engineer to develop and make operational a water well to City Standards. Design and Engineering Costs, City permit and inspection fees, and Contract Overhead not to exceed 10% shall be eligible for reimbursement. Costs shall be documented in the manner described in Section 8(J) of this Agreement.

(2) Prior to the selection of a contractor and commencement of work, Developer shall submit for approval by the City Engineer an itemized cost proposal for all improvements and associated expenses which will be eligible for reimbursement.

(3) Reimbursement for the Water Well Improvements shall be made within 60 days of the City Engineer's determination of Actual Expenses Costs and Expenses as described in Section 8(J) of this Agreement.

D. Ramp Improvement Excess Cost. As set forth in Exhibit D, the total Reimbursement Amount includes estimated costs for the Ramp Improvements of One Million Ninety Thousand Seventy Six Dollars (\$1,090,076). The Parties recognize and agree that the actual cost of the Ramp Improvements may substantially deviate from the estimated cost shown in Exhibit D due to design changes that may be required by Caltrans after the Effective Date (such increased costs, the "Ramp Improvement Excess Costs"). City shall reimburse to Developer the full and complete actual costs to develop the Ramp Improvements up to a maximum total cost of Two Million Dollars (\$2,000,000), less the amount of One Million Ninety Thousand Seventy Six Dollars (\$1,090,076), if paid to Developer pursuant to Sections 8(E) and 8(F), subject to the terms and conditions set forth in this Section 8(D).

(1) Reimbursable costs for the development of the Ramp Improvements shall include all items required by Caltrans, in consultation with the City. Design and Engineering Costs, City or Caltrans permit and inspection fees, and Contract Overhead not to exceed 10% shall be eligible for reimbursement. Costs shall be documented in the manner described in Section 8(J) of this Agreement.

(2) Prior to the selection of a contractor and commencement of work, Developer shall submit for approval by the City Engineer an itemized cost proposal for all improvements and associated expenses which will be eligible for reimbursement.

(3) Reimbursement for the Ramp Improvement Excess Costs shall be made through Supplemental Payments pursuant to Section 8(G), below.

(4) To the extent that the actual cost of Infrastructure Improvements (not including costs associated with the Water Well Improvements or the Ramp Improvements Excess Cost) are below the total Reimbursement Amount, the difference shall be subtracted from the amount of the Ramp Improvement Excess Cost otherwise payable to Developer under this Section.

E. Partial Lump Sum Reimbursement at Completion and Acceptance of Infrastructure Improvements. In addition to any amount of fee credits or reimbursements made to Developer pursuant to Sections 8(B) through 8(D) of this Agreement, upon Developer's completion and City's acceptance of all Infrastructure Improvements as defined in this Agreement, City shall reimburse to Developer a sum of not less than one million dollars (\$1,000,000).

Any amount the City elects to reimburse to Developer in excess of \$1,000,000 pursuant to this Section may be credited against the amount to be reimbursed to Developer pursuant to Section 8(F) below. Partial Reimbursement of the Infrastructure Improvements pursuant to this Section shall be made within 60 days of the City Engineer's determination of Actual Costs and Expenses as described in Section 8(J) of this Agreement.

F. Partial Lump Sum Reimbursement After One Year of Phase 1 Project Operation. In addition to any amount of fee credits or reimbursements made to Developer pursuant to Sections 8(B), 8(C), 8(D) and 8(E) of this Agreement, upon the one-year anniversary of the issuance of a certificate of occupancy for the final building to be occupied in the Phase 1 Project, City shall reimburse to Developer an amount equal to the lesser of: (1) the actual, total combined costs for all Roadway Improvements and Traffic and Transportation Mitigation Fees, less any amount reimbursed to Developer pursuant to Section 8(E) of this Agreement; or (2) the sum of Five Million Two Hundred Thousand Dollars (\$5,200,000), less any amount reimbursed or scheduled to be reimbursed to Developer pursuant to Section 8(E) of this Agreement.

G. Reimbursement From Future Sales Taxes and Transient Occupancy Taxes - "Supplemental Payments". In addition to fee credits and reimbursements provided pursuant to Sections 8(B) through 8(F) of this Agreement, in order to reimburse Developer for a portion of the Developer's unreimbursed cost of the Infrastructure Improvements, City agrees to make periodic supplemental reimbursement payments ("Supplemental Payments") to Developer in the amounts, at the times, and subject to the terms and conditions set forth in this Section 8(G).

(1) Calculation of Supplemental Payments. The Supplemental Payments required to be made by City hereunder shall be calculated based upon the amount of Sales Taxes and Transient Occupancy Tax generated by the Project Site. "Sales Taxes" shall mean the sales tax revenues from the imposition of the Bradley-Burns Uniform Sales and Use Tax Law (commencing with Section 7200 of the Revenue and Taxation Code), as the same may be amended from time to time, that the California State Board of Equalization ("SBOE") determines are generated by the Project Site and are paid to the City. Any sales tax revenues generated by the Project Site that the SBOE determines are payable to any jurisdiction other than City shall be excluded in the calculation of Sales Taxes hereunder. "Transient Occupancy Tax" shall mean the special tax levied within the City of Madera pursuant to Chapter 4 of Title VIII of the Madera Municipal Code on the privilege of occupying a room or rooms, or other living space, in a hotel or other transient lodging facility where the occupancy is less than 30 days. In no event shall the Supplemental Payments required to be made hereunder be secured by the City's general fund.

(2) Timing of Supplemental Payments. The Supplemental Payments shall be made by the City semi-annually, in arrears, no later than May 15th (for the preceding July 1st through December 31st period) and November 15th (for the preceding January 1st through June 30th period). The first calendar year for which Supplemental Payments are made shall be the second calendar year during which the Project is open to the public for business and Sales Taxes and Transient Occupancy Taxes are generated. After the supplemental payments commence, City's obligation shall continue until the earlier of (a) the expiration of the term of this Development Agreement, or (b) the date on which the total amount of Supplemental Payments made to Developer pursuant to this Section, plus the fee credits and reimbursements previously received by Developer pursuant to Sections 8(B) through 8(F), equal the total Reimbursement Amount.

(3) Amount of Supplemental Payment. For each calendar year for which Developer is entitled to receive a Supplemental Payment hereunder, the Supplemental Payment for such calendar year shall be not less than one-half of the total combined amount of Sales Tax and Transient Occupancy Tax generated by the Project Site and received by the City.

(4) Calculation of Supplemental Payment. The City, prior to making each semi-annual Supplemental Payment, shall determine the total Sales Taxes and Transient Occupancy Tax generated from the Project Site during the prior semi-annual period and actually paid to the City for such period based on the data provided by the SBOE (Sales Tax) and the operator of the Project Site Hotel (Transient Occupancy Tax) to City, and based upon such determination and the formula described in Section 8(G)(3) above, the amount of the applicable semi-annual Supplemental Payment. Such determination as between City and Developer shall be conclusive and binding on City and Developer, except that either party shall have the right to contest the Sales Tax data provided by SBOE in accordance with the procedures available under applicable law. If any final decision in such contest results in a recalculation of such data, then the Parties shall make such adjustments in the amounts credited pursuant to this Section as are necessary to reflect the final determination. In the event that Developer is entitled to receive a Supplemental Payment for the prior semiannual period in accordance herewith, then City shall, in the ordinary course of business, remit the amount of the Supplemental Payment to Developer.

(5) Developer Cooperation. Developer shall cooperate with City in providing to City such information that Developer may have regarding Sales Taxes and Transient Occupancy Taxes, subject to any nondisclosure or confidentiality provisions in Developer's leases with its tenants, if any. Specifically, Developer shall provide and shall require any of its tenants, licensees, franchisees or transferees to provide to City copies of the quarterly sales tax reports submitted to the SBOE concurrently with submission to the SBOE.

H. Reimbursement from Benefited Properties. The Parties recognize that certain of the Infrastructure Improvements will significantly benefit the future development of other properties (the "Benefited Properties"). To facilitate equitable distribution of costs among benefitted properties, the City shall require that all individual developers of Benefited Properties reimburse the City for their fair share costs of the Infrastructure Improvements paid for by Developer. For each Benefited Property, full reimbursement shall be required as a condition precedent to the issuance of the first building permit for that Benefited Property. The City shall implement this requirement through the imposition of a condition of approval on the use permit or first tentative subdivision map of any nature approved for each Benefited Property and/or as a requirement of any development agreement entered into for a Benefited Property. The City shall not be obligated to pay reimbursements to Developer from funds received from individual developers of Benefited Properties. City shall have the option to utilize any such funds it collects to make the annual Supplemental Payment to the Developer in lieu of using Sales Tax and Transient Occupancy Tax generated by the Project Site as contemplated by Section 8(G) of this Agreement.

I. Waiver of Further Reimbursement. Except for the Reimbursement Amount, as set forth in this Development Agreement, Developer hereby waives all rights to any other reimbursements in relation to the Infrastructure Improvements.

J. Developer's Cost Documentation. Within ninety (90) days of City's acceptance of the Infrastructure Improvements, Developer shall provide City with evidence of actual and reasonable costs and expenses for the Infrastructure Improvements for which reimbursements are to be made, in order to determine the final Reimbursement Amount. Such evidence shall include executed contracts, invoices, cancelled checks, and other documents reasonably required by the City Engineer to determine the reasonable and actual costs of the Infrastructure Improvements, together with a written certification signed by an officer of Developer setting forth hard and soft costs paid by Developer for the Infrastructure Improvements (the "Developer's Cost Documentation"). The actual Reimbursement Amount and the Fee Credit shall be determined in the reasonable discretion of the City Engineer, in good faith, based on the Developer's Cost Documentation.

K. Right to Reimbursement. All rights to reimbursement shall be personal to the Developer and such rights shall not run with the Property. Notwithstanding the foregoing, Developer may transfer or convey its right to fee credit or reimbursement to a third party, upon written notification to the City of said transfer or conveyance.

L. Term for Credits and Reimbursements. City shall not be obligated to pay any funds to Developer toward the Reimbursement Amount following the expiration of the term of this Development Agreement.

M. Installation of Monuments as Condition Precedent to Reimbursements. The installation of monuments required in conjunction with the approval and recordation of the Parcel Map creating the Project Site (TPM 2015-01) shall occur prior to the issuance of any reimbursements specified in Section 8 of this Agreement.

9. **CONSTRUCTION OF HISTORIC PEDESTRIAN PLAZA.** Notwithstanding any other provision of this Agreement, Developer shall construct and complete the Historic Pedestrian Plaza as identified in Recital C and the Existing Development Approvals, no later than issuance of a certificate of occupancy for the final building to be occupied in the Phase 1 Project.

10. **RESERVATION OF AUTHORITY.** The following shall be referred to as City's "Reservation of Authority":

A. Limitations, Reservations, and Exceptions. Notwithstanding any other provision of this Development Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Project Site:

- (1) Processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals, provided such fees are consistent with fees and charges imposed generally by City on all new development.
- (2) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.
- (3) Regulations governing construction standards and specifications, including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code.
- (4) Regulations which are in conflict with the Development Plan provided Developer has given written consent to the application of such regulations to development of the Project Site.
- (5) Regulations required to be adopted by changes in State or Federal law.

B. Subsequent Development Approvals. This Development Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying the Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Development Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or Subsequent Land Use Regulations not in conflict with the Development Plan.

C. Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more of the provisions of this Development Agreement, such provisions of this Development Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations and the remainder of this Development Agreement shall remain in full force and effect.

D. Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Project Site separately from or jointly with City. This Development Agreement does not limit the authority of such other public agencies.

**11. DEVELOPMENT OF THE PROPERTY; TIMING AND CHANGES/AMENDMENTS.**

A. Rights to Develop. Subject to the terms of this Development Agreement, Developer shall have a vested right to develop the Project in accordance with and to the extent of the Development Plan. The Project shall be subject to all Subsequent Development Approvals, if any, required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Development Agreement, the permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. The Project shall be subject to all mitigation measures specified in the Final EIR and Mitigation Monitoring Program as certified and adopted by the Planning Commission on August 16, 2016. In addition, City agrees that (i) the City shall not require any additional land dedications, additional construction of infrastructure improvements or any additional impact mitigation measures beyond those required by the Existing Land Use Approvals, including this Development Agreement, in connection with, and as a condition to, the development and construction of any portion of the Project, and the Project shall not be subject to any such additional requirements imposed pursuant to Future General Regulations or Subsequent Land Use Regulations; and (ii) the Development Exactions imposed in connection with, and as a condition to, the development and construction of any portion of the Project shall be limited to the Development Exactions as set forth on Exhibits C-1 and C-2 and the Project shall not be subject to any additional Development Exactions imposed pursuant to Future General Regulations or Subsequent Land Use Regulations.

B. Timing of Development. It is anticipated that the Infrastructure Improvements will be constructed in conjunction with Developer's development of its travel center and related improvements on the Project Site, as referenced in Recital C. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project Site will be developed, since the same depends upon numerous factors which are not within the control of Developer, including without limitation, timing of Developer obtaining fee title to the Project Site, delay in obtaining necessary easement or other rights in third-party property, and market and weather conditions. Since the California Supreme Court held in *Pardee Construction v. City of Camarillo*, 37 Cal. 3d 465 (1984) that the failure of the parties in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Project Site in such order and at such rate and at such times as Developer deems appropriate within the exercise of Developer's subjective business judgment, subject only to any timing requirements set forth in the Existing Development Approvals and the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Project Site shall be deemed to conflict with the Existing Development Approvals and therefore shall not be applicable to the development of the Project Site.

C. Effect of Development Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Development Agreement, the rules, regulations, and official policies governing permitted uses of the Project Site, the density and intensity of use of the property, the maximum height and size of proposed buildings, and the design, improvement, and construction standards and specifications applicable to development of the Project Site shall be the Existing Land Use Regulations. City shall exercise its lawful reasonable discretion in connection with Subsequent Development Approvals in accordance with the Development Plan, and as provided by this Development Agreement. City shall accept for processing, review, and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters. City may, at the request of Developer, contract for planning and engineering consultant services to expedite the review and processing of Subsequent Development Approvals, the cost of which shall be borne by Developer.

D. Amendments and Modifications.

(1) Major Amendments. Any amendment to this Development Agreement which affects or relates to (a) the term of this Development Agreement; (b) permitted uses of the Project Site; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Project Site or the maximum height or gross square footage of proposed buildings; or (f) monetary contributions by Developer, shall be deemed a "Major Amendment" and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Amendment shall be deemed a Minor Modification (as further defined in and subject to Section 11(D)(2) below). The City Manager or his or her designee shall have the authority, in his or her reasonable discretion, to determine if an amendment is a Major Amendment subject to this Section 11(D)(1) or a Minor Modification subject to Section 11(D)(2) below. The City Manager's determination may be appealed to the City Council.

(2) Minor Modifications. The Parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be appropriate with respect to the details and performance of the Parties under this Development Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Development Agreement. If and when the Parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate and do not constitute a Major Amendment under Section 11(D)(1) (each a "Minor Modification"), they shall effectuate such Minor Modification through a written instrument executed by the Developer and City Manager. Unless otherwise required by law or the Municipal Code, no Minor Modification shall require prior notice or hearing, nor shall it constitute an amendment to this Development Agreement.

**12. PERIODIC REVIEW FOR COMPLIANCE WITH DEVELOPMENT AGREEMENT.** In accordance with California Government Code Section 65865.1, City shall review this Development Agreement at least once during every twelve (12) month period from the Effective Date of this Development Agreement, at which time Developer shall demonstrate good faith compliance with the terms of this Development Agreement, as reasonably requested by City. Failure by City in any given calendar year to undertake and complete its annual review of the Agreement shall constitute a finding by City that Developer is in compliance with all of the terms and conditions of this Agreement for that calendar year.

**13. AMENDMENT OR CANCELLATION OF DEVELOPMENT AGREEMENT.** This Development Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties and in the manner provided for in California Government Code Sections 65867, 65867.5, and 65868. The provisions of this Section do not impact the rights or remedies of the Parties (including without limitation, the right to terminate this Development Agreement) in the case of a Developer Default or City Default, as addressed in Section 14 below.

**14. EVENTS OF DEFAULT; REMEDIES.**

A. Default By Developer; City's Remedies. Developer is in default under this Development Agreement (a "Developer Default") if City makes a finding and determination that upon the basis of substantial evidence (as provided to Developer) the Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement for ninety (90) days after receipt of written notice thereof, or such longer cure period as agreed to by City. In the case of a Developer Default, City shall conduct a hearing utilizing the periodic review procedures of Section 12 before City may terminate this Development Agreement. In such case, Developer acknowledges that City shall have such termination right because the remedies provided by law, including, but not limited to, damages, are deemed by City to be inadequate to fully remedy a Developer Default and due to the extreme difficulty of assessing with certainty damages for such Developer Default. The above

notwithstanding, if City elects to terminate this Development Agreement, the Developer may challenge such termination by instituting legal proceedings, in which event the court shall exercise its review, based on substantial evidence, as to the existence of cause for termination.

B. Default By City; Developer's Remedies. City is in default under this Development Agreement (a "City Default") if Developer makes a finding and determination that upon the basis of substantial evidence (as provided to City), City has not complied in good faith with one or more of the material terms or conditions of this Development Agreement for ninety (90) days after receipt of written notice thereof, or such longer cure period as agreed to by Developer. In the case of a City Default, Developer may pursue any legal or equitable remedies available to it under this Development Agreement or otherwise.

C. Waiver and Nature of Remedies. No default under this Development Agreement can be waived unless in writing. Waiver of any one default shall not be deemed to be a waiver of any other default of the same or any other provision hereof. Failure or delay in giving written notice of default shall not waive a party's right to give future notice of the same or any other default. Remedies under this Development Agreement shall be deemed cumulative and not exclusive.

D. Limitation of Liability. Notwithstanding anything in this Development Agreement to the contrary, neither party, under any circumstances, shall be liable to the other party for any punitive or exemplary damages arising out of this Development Agreement. This Section 14(D) shall survive termination of the Development Agreement.

15. **UNIFORM CODES.** This Development Agreement does not prevent the City from adopting and amending in compliance with State law certain Uniform Codes which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including that portion of the Property subject to this Development Agreement. Such Uniform Codes include, but are not limited to, the *Uniform Building Code, Uniform Mechanical Code, National Electrical Code, and Uniform Fire Code.*

16. **PREVAILING WAGE COMPLIANCE.** Developer shall comply with all state and federal labor laws, including without limitation, those requiring the payment of prevailing wage. All fee credits and the Reimbursement Amount are intended to compensate Developer for no more than the cost associated with the construction and installation of Infrastructure Improvements required as a condition of regulatory approval. In accordance with California Labor Code Section 1720(c)(2), such compliance shall require Developer to pay prevailing wages in connection with the construction of and installation of all Infrastructure Improvements for which Developer is receiving a portion of the Reimbursement Amount or fee or fee credits, but not in connection with the construction of any other portion of the Project.

17. **LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT.** In regard to Avenue 17 and Sharon Boulevard median landscaping comprising part of the Infrastructure Improvements, City and Developer agree to reasonably cooperate in either (i) the creation of a landscape and lighting maintenance district ("LMD"); or (ii) annexing the relevant landscaping site into existing Zone 51 LMD, pursuant to California Streets and Highways Code Section 22500, et seq., for purposes of the payment of operation, maintenance and other covered costs associated with the such landscaping and lighting improvements. In the event City desires to create a new LMD, Developer agrees to reasonably cooperate in the proceedings for such creation by not opposing the formation of the LMD and, as applicable, casting a vote in favor of the LMD's creation; provided that the initial amount of the maximum assessment shall be in accordance with the Engineer's Report prepared for the LMD, and annual adjustments to the special tax shall not exceed the rate of inflation.

**18. PUBLIC HEALTH AND SAFETY CONCERNS; APPLICATION OF FUTURE REGULATIONS.**

A. This Development Agreement does not prevent the City from adopting Future General Regulations and applying such Future General Regulations to the Project and the Project Site, provided that City's City Council adopts findings that a failure to apply such Future General Regulations would create a fire, life, or safety hazard. These findings shall be based upon substantial evidence in the record from a hearing conducted by City's City Council as to which the Developer was provided at least ten (10) days advance written notice.

B. Notwithstanding Section 18(A) above, the City shall not apply to the Project or the Project Site any Future General Regulations which prevent, preclude, or unreasonably delay or alter or in any way affect the implementation of all or any portion of the Development Plan, unless City's City Council, in accordance with subsection (A) above, also makes a finding that such Future General Regulations are reasonably necessary to correct or avoid such injurious or detrimental condition. Any Future General Regulations applied to the Project or the Project Site pursuant to this subsection shall only apply for the duration necessary to correct and avoid such injurious or detrimental condition.

**19. ASSIGNMENT, TRANSFER OR SALE.**

A. Right to Assign. Developer shall have the right to sell, transfer or assign the Project Site in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any person, partnership, joint venture, firm, corporation or other entity at any time during the term of this Development Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights (including the right to receive all or any portion of the Reimbursement Amount), duties, and obligations arising under or from this Development Agreement to the extent reasonably applicable to the transferred portion of the Project Site and be made in strict compliance with the following conditions precedent:

- (1) No sale, transfer, or assignment of any right or interest under this Development Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Project Site. Developer agrees to provide specific notice of this Development Agreement, including the record or document number, where a true and correct copy of this Development Agreement may be obtained from the County Clerk/County Recorder of the County of Madera, in any grant deed or other document purporting to transfer the title or an interest in the Project Site during the term of this Development Agreement or any extension thereof.
- (2) Concurrent with any such sale, transfer, or assignment, or within fifteen (15) business days thereafter, Developer shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed Assignment and Assumption Agreement, substantially in the form specified in Exhibit J, by the purchaser, transferee, or assignee, providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of the Owner/Developer under this Development Agreement to the extent allocable to the portion of the Project Site transferred, other than duties that are expressly reserved and retained by the transferor in such agreement, where the transferor still owns a portion of the Project Site. Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Developer under this Development Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required under this section, the burdens of this Development Agreement shall be binding upon such purchaser, transferee, or assignee, to the extent allocable to the portion of the Project Site transferred, but the benefits of this Development Agreement shall not inure to such purchaser, transferee, or assignee until and unless such assumption agreement is executed.

- (3) Reorganization Not an Assignment. Notwithstanding anything to the contrary set forth above, the following shall not be deemed an assignment under this Development Agreement: (i) any sale, pledge, assignment or other transfer of all or a portion of the Project Site to an entity directly controlled by Developer or its affiliates and (ii) any change in Developer entity form, such as a transfer from a corporation to a limited liability company or partnership, that does not affect or change beneficial ownership of the Project Site; provided, however, in such event, Developer shall provide to City written notice, together with such backup materials or information reasonably requested by City, within thirty (30) days following the date of such reorganization or City's request for backup information, as applicable.

B. Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, Developer or any successor Owner thereof shall continue to be obligated under this Development Agreement unless Developer or such subsequent Owner is given a release in writing, signed by City, which release shall be provided by City upon the full satisfaction by Developer or such subsequent Owner of all of the following conditions:

- (1) Developer or Owner no longer has a legal interest in all or any part of the Project site except as a beneficiary under a deed of trust; or if such requested release relates only to a portion of the Project site, Developer or Owner no longer has a legal interest in such portion of the Project site except as a beneficiary under a deed of trust.
- (2) Developer or Owner is not then in default under this Development Agreement beyond the applicable cure period.
- (3) Developer or Owner or purchaser has provided City with the notice and executed assumption agreement required under Section 19(A)(2) above.
- (4) Developer or Owner has reimbursed City for any and all reasonable City costs associated with Developer or Owner's transfer of all or a portion of the Project Site.

**20. NOTICE.** Unless expressly provided otherwise in this Development Agreement, any notices, reports, communications, and payments hereunder must be in writing and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) facsimile transmission, addressed as follows (unless written notice of change thereof is provided):

**To City:**

City Clerk  
City of Madera City Hall  
205 West Fourth Street  
Madera, California 93637  
Facsimile: (559) 674-2972

**With copy to (at same address):**

City Attorney  
Facsimile: (559) 673-1304

**To Landowner:**

Lisa M. Guzman  
7173 North Blackstone Street  
Fresno, CA 93650

**To Developer:**

Love's Country Stores of California, Inc.  
10601 N. Pennsylvania Ave.  
Oklahoma City, OK 73120  
Attention: Kym VanDyke, Project Manager  
Facsimile: (405) 463.3581

**With copy to (at same address):**

General Counsel and Director of Legal Services  
Facsimile: (405) 463.3576

Notice shall be deemed received on the earlier of (a) actual receipt, (b) 3 business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) if by facsimile transmittal, upon receipt of proof of transmission. Any notice or communication not received because of a change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, will be deemed received, notwithstanding the same, as set forth above.

**21. MORTGAGEE PROTECTION.** The Parties hereto agree that this Development Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Project Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Project Site, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Development Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Development Agreement. Any mortgagee of the Project Site shall be entitled to the following rights and privileges:

A. Neither entering into this Development Agreement nor a breach of this Development Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project Site made in good faith and for value, unless otherwise required by law.

B. The mortgagee of any mortgage or deed of trust encumbering the Project Site, or any part thereof, which mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Development Agreement.

C. If City receives a timely request from a mortgagee requesting a copy of any notice of default given to Developer under the terms of this Development Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) days of sending the notice of default to Developer. The mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Developer under this Development Agreement.

D. Any mortgagee who comes into possession of the Project Site, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Project Site, or part thereof, subject to the terms of this Development Agreement. Notwithstanding any other provision of this Development Agreement to the contrary, no mortgagee shall have an obligation or duty under this Development Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any mortgagee in possession shall be subject to the provisions of Section 19 of this Agreement.

## 22. MISCELLANEOUS.

A. Entire Agreement; Binding Effect. This Development Agreement contains the entire agreement and understanding of Developer and City in regard to the Project and supersedes all negotiations and proposed agreements, whether oral or written, between Developer and City in regard to the subject matter hereof. Each party acknowledges that it has read this Development Agreement and has signed it freely and voluntarily without reliance on any representations or promises made by the other, or the other party's attorneys or representatives, except as expressly set forth in this Development Agreement. This Development Agreement is and shall be binding upon and shall inure to the benefit of the affiliates, subsidiaries, successors, assigns, agents, officers, current employees and administrators of each of Developer and City.

B. Interpretation. Developer and City expressly intend that this Development Agreement shall not be construed against either party, as this Development Agreement was negotiated at arms' length between City and Developer, both of whom were represented by legal counsel, and all of whom contributed to the drafting of this Development Agreement. Any reference within this Development Agreement to a Section shall be construed to reference all Subsections of that referenced Section.

C. Enforcement. Developer and City agree that the Superior Court in Madera County shall have jurisdiction over the implementation and enforcement of this Development Agreement, and shall have the power and authority to make such further or supplemental orders, directions, and other relief as may be necessary or appropriate for the interpretation, enforcement, or carrying out of this Development Agreement.

D. Governing Law. Except as expressly provided in this Development Agreement, all questions with respect to this Development Agreement, and the rights and liabilities of the Developer and City, shall be governed by the laws of the State of California.

E. Further Actions. Each party shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Development Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file of record such required instruments and writings and take any actions as may be reasonably necessary, to implement this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

F. Counterpart Execution. This Development Agreement may be executed in counterparts. When each party has signed and delivered its respective counterpart to the other party, each counterpart shall be deemed an original, and when taken together will constitute one and the same Development Agreement, which will be binding and effective as to Developer and City.

G. Attorneys' Fees. To the extent permitted by law, if either party commences legal action against the other to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto.

H. Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (and to the extent true), (i) this Development Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer.

I. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Development Agreement, all deadlines under this Agreement, including but not limited the deadline for Developer to submit a Substantially Complete Building Permit Application under Section 6(A) shall be extended; and the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions or permitting delays imposed or mandated by governmental entities including the City (in the case of another Party relying on the Force Majeure Event), delays in securing or obtaining necessary easements or rights of way, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, seasonal species or habitat surveying or remediation requirements, litigation, or similar bases for excused performance beyond the reasonable control of the party relying thereupon to excuse performance hereunder (each a "Force Majeure Event"). If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted by the City Manager in writing for the period of the enforced delay, or longer as may be mutually agreed upon. In any event, the party relying on any such Force Majeure Event to excuse performance hereunder shall act in good faith, and with due diligence, to recommence performance at the earliest possible date.

J. Indemnity. Developer agrees to and shall defend, indemnify and hold harmless the City, its City Council, boards and commissions, officers, agents, employees, volunteers and other representatives (collectively referred to as "City Indemnified Parties") from and against any and all loss, liability, damages, cost, expense, claims, demands, suits, attorney's fees and judgments (collectively referred to as "Damages"), including but not limited to claims for damage for personal injury (including death) and claims for property damage arising directly or indirectly from the following: (1) for any act or omission of Developer or those of its officers, board members, agents, employees, volunteers, contractors, subcontractors or other persons acting on its behalf (collectively referred to as the "Developer Parties") which occurs during the Term and relates to this Agreement; (2) for any act or omission related to the operations of Developer Parties, including but not limited to the maintenance and operation of areas on the Project Site accessible to the public. Developer's obligation to defend, indemnify and hold harmless applies to all actions and omissions of Developer Parties as described above caused or alleged to have been caused in connection with the Project or Agreement, except to the extent any Damages are caused by the active negligence or willful misconduct of any City Indemnified Parties. This Section 22(J) applies to all Damages suffered or alleged to have been suffered by the City Indemnified Parties regardless of whether or not the City prepared, supplied or approved plans or specifications or both for the Project. During the term of the Agreement, Developer shall maintain insurance in a form and amount acceptable to the City Attorney, with a maximum per-occurrence combined single limit of one million dollars (\$1,000,000), to assure Developer's ability to satisfy the indemnification requirements of this Section 22(J). Developer may satisfy the insurance requirements of this Section through self-coverage or through existing insurance coverage maintained by Developer.

K. City's Right to Defense. The City shall have the right to approve legal counsel retained by Developer to defend any claim, action or proceeding which Developer is obligated to defend pursuant to Section 22(J), which approval shall not be unreasonably withheld, conditioned or delayed. If any conflict of interest results during the mutual representation of the City and Developer in defense of any such action, or if the City is reasonably dissatisfied with legal counsel retained by Developer, the City shall have the right (a) at Developer's costs and expense, to have the City Attorney undertake and continue the City's defense, or (b) with Developer's approval, which shall not be reasonably withheld or delayed, to select separate outside legal counsel to undertake and continue the City's defense.

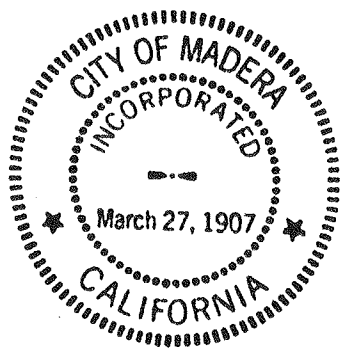
[EXECUTION PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, City and Developer have agreed to and executed this Development Agreement having an Effective Date of December 28, 20 16 (to be the date of recording, following full execution, with Madera County Clerk/County Recorder).

BY: *[Signature]*  
MAYOR, Andrew J. Medellin

ATTEST:  
*Sonia Alvarez* CITY CLERK

By: Sonia Alvarez  
City Clerk  
(Seal)



APPROVED AS TO FORM:  
*[Signature]*  
City Attorney, Brent Richardson

DATE: 12-28-16

City of Madera  
205 West Fourth Street  
Madera, CA 93637  
(559) 661-5405


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 MADERA    )

On 12/28/16 before me, Sonia Alvarez, City Clerk personally appeared **Andrew J. Medellin**, 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.

  
SONIA ALVAREZ  
City Clerk, City of Madera



---

**DESCRIPTION OF ATTACHED DOCUMENT (OPTIONAL)**

**Title or Type of Document:** Development Agreement

**Document Date:**

**Number of Pages:**

**Signer(s) Other Than Named Above:**

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

**Signer's Name:** Andrew J. Medellin

**Signer's Name:**

**Title:** Mayor, City of Madera

**Title:**

DEVELOPER:

LOVE'S COUNTRY STORES OF CALIFORNIA, INC.

By: Douglas J. Stussi

Its: Vice President, CFO and Treasurer

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 Oklahoma )

County of Oklahoma )

On Dec. 23, 2016 before me, Carla Berry  
Date Here Insert Name and Title of Officer

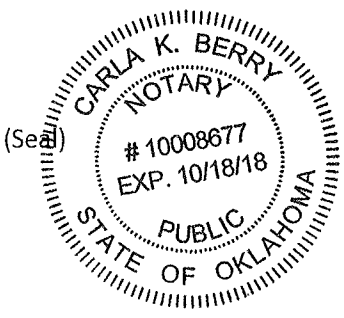
personally appeared Doug Stussi  
Name(s) of Signer(s)  
Vice President, CFO & Treasurer

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 Oklahoma that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carla K. Berry



LANDOWNER:

*Lisa M. Guzman*

LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013

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 Madera )

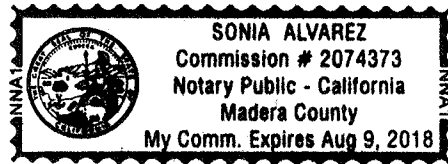
On 12/27/16 before me, Sonia Alvarez, Notary Public  
*Date Here Insert Name and Title of Officer*  
personally appeared Lisa M. Guzman  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature *Sonia Alvarez* (Seal)



LANDOWNER:

*Lisa M. Guzman*

LISA M. GUZMAN, TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013

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 *Madera* )

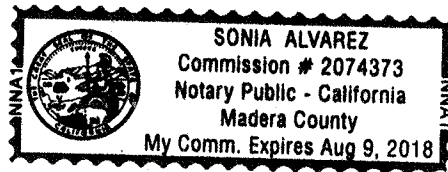
On *12/27/16* before me, *Sonia Alvarez, Notary Public*  
Date Here Insert Name and Title of Officer  
personally appeared *Lisa M. Guzman*  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Sonia Alvarez* (Seal)



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 013-240-003**

---

Beginning at the Northeast corner of Section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, County of Madera, State of California; thence along the East line of Section 10, South 0° 10' East 1,331.25 feet to the Southeast corner of the North half of the Northeast quarter of Section 10; thence along the North line of a 51.272 acre tract of land conveyed by Henry Miller to Charles Schmidt, on December 5, 1893, South 89° 55' West 1,029.12 feet along the South line of said North half of the Northeast quarter to a point on the Easterly right of way line of the Southern Pacific Railroad; thence along said Easterly right of way line North 44° 15' West 1,858.76 feet to a point on the North line of Section 10; thence leaving railroad, North 89° 58' East 2,332.30 feet to the point of beginning.

EXCEPTING THEREFROM a road easement over and upon a strip of land 30 feet in width along the North line of and within above described tract of land for use as a right of way easement for a public road, as previously reserved of record.

ALSO EXCEPTING THEREFROM that portion granted to the State of California, in Deed executed by Felisberto da Silva, et al, and recorded February 24, 1971 in Book 1081 Page 532, as Document No. 2225 of Official Records.

AND ALSO EXCEPTING THEREFROM that portion granted to the County of Madera, in Deed executed by Jim Vincenzo Gagliardi, et al, and recorded October 24, 2003 as Document No. 03045789 of Official Records.



LANE ENGINEERS, INC.

CIVIL • STRUCTURAL • SURVEYING

979 N. Blackstone Street

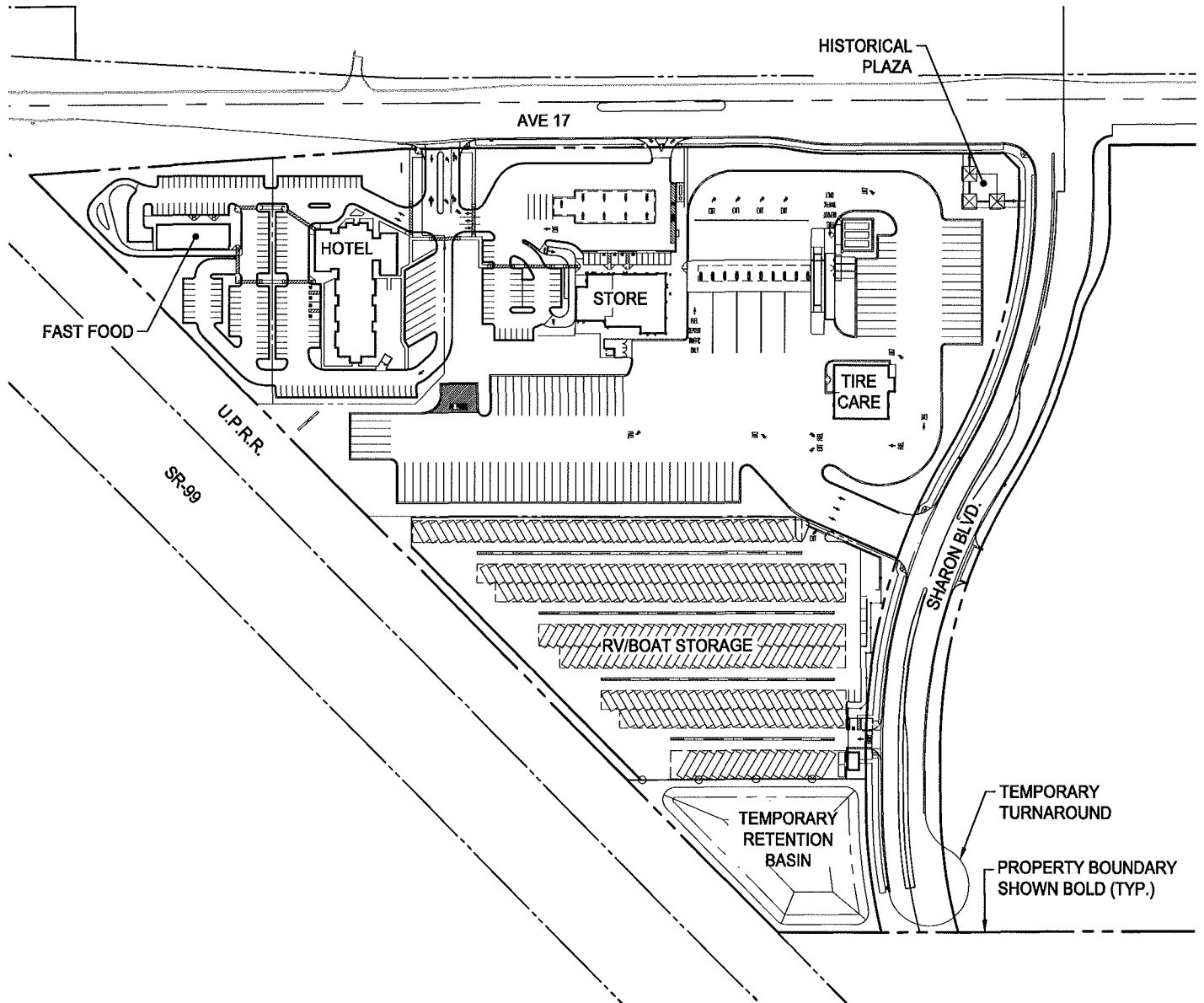
Tulare, California 93274

559.688.5263

www.laneengineers.com

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Lane Project No. 14271



**EXHIBIT 'B'**  
**DEPICTION OF PROJECT SITE**



## Development Exactions - Development Impact Fees and Credit Amounts

<u>DESCRIPTION</u>	<u>Base Calculation</u>			<u>Projected Credit Amount</u>		
	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>
A. TRAVEL STOP						
Administrative Impact Fee	20,054 SF	\$0.024	\$481	0 SF	\$0.024	\$0
Fire Department Impact Fee	20,054 SF	\$0.036	\$722	0 SF	\$0.036	\$0
General Government Impact Fee	20,054 SF	\$0.012	\$241	0 SF	\$0.012	\$0
Police Department Impact Fee	20,054 SF	\$0.072	\$1,444	0 SF	\$0.072	\$0
Public Works Impact Fee	20,054 SF	\$0.133	\$2,667	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	20,054 SF	\$0.169	\$3,389	20,054 SF	\$0.169	\$3,389
Storm Drain Impact Fee	20,054 SF	\$1.210	\$24,265	20,054 SF	\$1.210	\$24,265
Sewer Exist Obl. Impact Fee	20,054 SF	\$0.036	\$722	20,054 SF	\$0.036	\$722
Streets (16 ft Arterial Median)	20,054 SF	\$0.142	\$2,848	20,054 SF	\$0.142	\$2,848
Streets (24 ft Collector Lane)	20,054 SF	\$0.251	\$5,034	20,054 SF	\$0.251	\$5,034
Streets (12 ft Arterial Lane)	20,054 SF	\$0.251	\$5,034	20,054 SF	\$0.251	\$5,034
Transportation Impact Fee	20,054 SF	\$0.254	\$5,094	20,054 SF	\$0.254	\$5,094
Traffic Signal Impact Fee	20,054 SF	\$0.087	\$1,745	20,054 SF	\$0.087	\$1,745
Water Impact Fee (Pipes)	20,054 SF	\$0.072	\$1,444	20,054 SF	\$0.072	\$1,444
Wastewater Treatment Plant Impact Fee	20,054 SF	\$0.763	\$15,301	20,054 SF	\$0.763	\$15,301
Water Impact Fee (Wells)	20,054 SF	\$0.133	\$2,667	20,054 SF	\$0.133	\$2,667
<b>SUB-TOTAL TRAVEL STOP</b>			<b>\$73,097</b>			<b>\$67,542</b>

## Development Exactions - Development Impact Fees and Credit Amounts

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**B. HOTEL**

Administrative Impact Fee	57,792 SF	\$0.024	\$1,387	0 SF	\$0.024	\$0
Fire Department Impact Fee	57,792 SF	\$0.036	\$2,081	0 SF	\$0.036	\$0
General Government Impact Fee	57,792 SF	\$0.012	\$694	0 SF	\$0.012	\$0
Police Department Impact Fee	57,792 SF	\$0.072	\$4,161	0 SF	\$0.072	\$0
Public Works Impact Fee	57,792 SF	\$0.133	\$7,686	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	57,792 SF	\$0.169	\$9,767	57,792 SF	\$0.169	\$9,767
Storm Drain Impact Fee	57,792 SF	\$1.210	\$69,928	57,792 SF	\$1.210	\$69,928
Sewer Exist Obl. Impact Fee	57,792 SF	\$0.036	\$2,081	57,792 SF	\$0.036	\$2,081
Streets (16 ft Arterial Median)	57,792 SF	\$0.142	\$8,206	57,792 SF	\$0.142	\$8,206
Streets (24 ft Collector Lane)	57,792 SF	\$0.251	\$14,506	57,792 SF	\$0.251	\$14,506
Streets (12 ft Arterial Lane)	57,792 SF	\$0.251	\$14,506	57,792 SF	\$0.251	\$14,506
Transportation Impact Fee	57,792 SF	\$0.254	\$14,679	57,792 SF	\$0.254	\$14,679
Traffic Signal Impact Fee	57,792 SF	\$0.087	\$5,028	57,792 SF	\$0.087	\$5,028
Water Impact Fee (Pipes)	57,792 SF	\$0.072	\$4,161	57,792 SF	\$0.072	\$4,161
Wastewater Treatment Plant Impact Fee	57,792 SF	\$0.763	\$44,095	57,792 SF	\$0.763	\$44,095
Water Impact Fee (Wells)	57,792 SF	\$0.133	\$7,686	57,792 SF	\$0.133	\$7,686
<b>SUB-TOTAL HOTEL</b>			<b>\$210,652</b>			<b>\$194,643</b>

## Development Exactions - Development Impact Fees and Credit Amounts

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**C. RESTAURANT PAD**

Administrative Impact Fee	4,400 SF	\$0.024	\$106	0 SF	\$0.024	\$0
Fire Department Impact Fee	4,400 SF	\$0.036	\$158	0 SF	\$0.036	\$0
General Government Impact Fee	4,400 SF	\$0.012	\$53	0 SF	\$0.012	\$0
Police Department Impact Fee	4,400 SF	\$0.072	\$317	0 SF	\$0.072	\$0
Public Works Impact Fee	4,400 SF	\$0.133	\$585	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	4,400 SF	\$0.169	\$744	4,400 SF	\$0.169	\$744
Storm Drain Impact Fee	4,400 SF	\$1.210	\$5,324	4,400 SF	\$1.210	\$5,324
Sewer Exist Obl. Impact Fee	4,400 SF	\$0.036	\$158	4,400 SF	\$0.036	\$158
Streets (16 ft Arterial Median)	4,400 SF	\$0.142	\$625	4,400 SF	\$0.142	\$625
Streets (24 ft Collector Lane)	4,400 SF	\$0.251	\$1,104	4,400 SF	\$0.251	\$1,104
Streets (12 ft Arterial Lane)	4,400 SF	\$0.251	\$1,104	4,400 SF	\$0.251	\$1,104
Transportation Impact Fee	4,400 SF	\$0.254	\$1,118	4,400 SF	\$0.254	\$1,118
Traffic Signal Impact Fee	4,400 SF	\$0.087	\$383	4,400 SF	\$0.087	\$383
Water Impact Fee (Pipes)	4,400 SF	\$0.072	\$317	4,400 SF	\$0.072	\$317
Wastewater Treatment Plant Impact Fee	4,400 SF	\$0.763	\$3,357	4,400 SF	\$0.763	\$3,357
Water Impact Fee (Wells)	4,400 SF	\$0.133	\$585	4,400 SF	\$0.133	\$585
<b>SUB-TOTAL RESTAURANT PAD</b>			<b>\$16,038</b>			<b>\$14,819</b>

**Development Exactions - Development Impact Fees and Credit Amounts**

D. RV/BOAT STORAGE

Administrative Impact Fee	600 SF	\$0.024	\$14	0 SF	\$0.024	\$0
Fire Department Impact Fee	600 SF	\$0.036	\$22	0 SF	\$0.036	\$0
General Government Impact Fee	600 SF	\$0.012	\$7	0 SF	\$0.012	\$0
Police Department Impact Fee	600 SF	\$0.072	\$43	0 SF	\$0.072	\$0
Public Works Impact Fee	600 SF	\$0.133	\$80	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	600 SF	\$0.169	\$101	600 SF	\$0.169	\$101
Storm Drain Impact Fee	600 SF	\$1.210	\$726	600 SF	\$1.210	\$726
Sewer Exist Obl. Impact Fee	600 SF	\$0.036	\$22	600 SF	\$0.036	\$22
Streets (16 ft Arterial Median)	600 SF	\$0.142	\$85	600 SF	\$0.142	\$85
Streets (24 ft Collector Lane)	600 SF	\$0.251	\$151	600 SF	\$0.251	\$151
Streets (12 ft Arterial Lane)	600 SF	\$0.251	\$151	600 SF	\$0.251	\$151
Transportation Impact Fee	600 SF	\$0.254	\$152	600 SF	\$0.254	\$152
Traffic Signal Impact Fee	600 SF	\$0.087	\$52	600 SF	\$0.087	\$52
Water Impact Fee (Pipes)	600 SF	\$0.072	\$43	600 SF	\$0.072	\$43
Wastewater Treatment Plant Impact Fee	600 SF	\$0.763	\$458	600 SF	\$0.763	\$458
Water Impact Fee (Wells)	600 SF	\$0.133	\$80	600 SF	\$0.133	\$80
<b>SUB-TOTAL RV/BOAT STORAGE</b>			<b>\$2,187</b>			<b>\$2,021</b>

**Project Totals**

**\$301,974**

**\$279,025**

## Development Exactions - Traffic and Transportation Mitigation Fees

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AIR SHARE %</u>	<u>COST</u>
<b>I. INTERSECTIONS</b>				
<b>A. Avenue 17 at SR 99 SB Off Ramp (Install New Traffic Signal)</b>				
Traffic Signal	1 EA	\$400,000.00	13.1%	\$52,400
				<u>\$52,400</u>
<b>B. Avenue 17 at SR 99 NB Ramps (Widen N/B Approach to 2 LT and 3 RT, &amp; Install New Traffic Signal)</b>				
Sawcut Existing Pavement	1700 LF	\$2.00	19.5%	\$663
Remove Existing Pavement	3400 SF	\$2.00	19.5%	\$1,326
General Earthwork and Import	17000 CY	\$15.00	19.5%	\$49,725
Hot Mix Asphalt	1750 TN	\$92.00	19.5%	\$31,395
Aggregate Base	3800 TN	\$32.00	19.5%	\$23,712
Traffic Signal	1 EA	\$400,000.00	19.5%	\$78,000
Traffic Signal Coordination	1 LS	\$10,000.00	19.5%	\$1,950
				<u>\$186,771</u>
<b>C. Avenue 17 at Walden Drive (Install New Traffic Signal)</b>				
Traffic Signal	1 EA	\$350,000.00	2.4%	\$8,225
				<u>\$8,225</u>
<b>E. Sharon Boulevard at Driveway #3 (Install New Traffic Signal)</b>				
Traffic Signal	1 EA	\$350,000.00	60.7%	\$212,450
				<u>\$212,450</u>
<b>F. Avenue 17 at Yeager Drive (Install Traffic Signal)</b>				
Traffic Signal	1 EA	\$350,000.00	2.2%	\$7,700
				<u>\$7,700</u>
<b>II. ROADWAY SEGMENTS</b>				
<b>A. Ave 17 Westbound Expansion (Add 1 Travel Lane Between Sharon and Walden)</b>				
Sawcut Pavement	600 LF	\$2.00	2.3%	\$28
Pavement Removal	1200 SF	\$2.00	2.3%	\$55
General Earthwork and Roadway Excavation	150 CY	\$5.00	2.3%	\$17
Hot Mix Asphalt	350 TN	\$92.00	2.3%	\$741
Class 2 Aggregate Base	1000 TN	\$32.00	2.3%	\$736
				<u>\$1,577</u>

## Development Exactions - Traffic and Transportation Mitigation Fees

### III. SR 99 FREEWAY AND RAMPS

#### A. SR 99 SB Loop On-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	850 LF	\$1.50	18.1%	\$230
Pavement Removal	1700 SF	\$2.00	18.1%	\$614
General Earthwork and Import	2000 CY	\$15.00	18.1%	\$5,415
Hot Mix Asphalt	600 TN	\$92.00	18.1%	\$9,964
Class 2 Aggregate Base	1250 TN	\$32.00	18.1%	\$7,220
				<b>\$23,442</b>

#### B. SR 99 NB Off-Ramp (Widen Ramp to add 1 exit lane, & Auxiliary Lane)

Sawcut Pavement	1300 LF	\$2.00	13.3%	\$345
Pavement Removal	2600 SF	\$2.00	13.3%	\$689
General Earthwork and Roadway Excavation	1700 CY	\$5.00	13.3%	\$1,126
Hot Mix Asphalt	1050 TN	\$92.00	13.3%	\$12,800
Class 2 Aggregate Base	2500 TN	\$32.00	13.3%	\$10,600
				<b>\$25,559</b>

#### C. SR 99 NB On-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	1500 LF	\$2.00	41.8%	\$1,254
Pavement Removal	3000 SF	\$2.00	41.8%	\$2,508
General Earthwork and Import	10000 CY	\$15.00	41.8%	\$62,700
Hot Mix Asphalt	1000 TN	\$92.00	41.8%	\$38,456
Class 2 Aggregate Base	2200 TN	\$32.00	41.8%	\$29,427
				<b>\$134,345</b>

#### D. SR 99 SB Off-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	850 LF	\$2.00	54.4%	\$925
Pavement Removal	1700 SF	\$2.00	54.4%	\$1,850
General Earthwork and Roadway Excavation	1400 CY	\$5.00	54.4%	\$3,808
Hot Mix Asphalt	850 TN	\$92.00	54.4%	\$42,541
Class 2 Aggregate Base	1850 TN	\$32.00	54.4%	\$32,205
				<b>\$81,328</b>

## Development Exactions - Traffic and Transportation Mitigation Fees

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INTERCHANGE RELATED SUBTOTAL	\$503,846
CITY STREETS/ROADS SUBTOTAL	\$229,952

<b>GRAND TOTAL</b>	<b>\$733,798</b>
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### NOTES:

1. The improvements described herein are based on the Final EIR and associated traffic study, certified by the City of Madera Planning Commission on 8/16/2016.
2. Improvements highlighted in orange, are improvement required within Caltrans R/W.
3. Traffic Signal, Hot Mix Asphalt, and Class 2 Aggregate Base Costs are based on the Avenue 17/SR-99 Project Study Report (PSR).
4. This estimate excludes costs related to mobilization, bonding, traffic control and other off-site related costs not specifically mentioned in this cost estimate.
5. This estimate is intended to provide an order-of-magnitude cost only. It is not based on a set of construction drawings.
6. Costs are based on prevailing wages.
7. Agency fees are included in this estimate to the extent they are listed.
8. Fees or costs associated with work related to dry utilities are not included in this estimate.

## General Description of Infrastructure Improvements, Costs, and Reimbursable Amounts

IMPROVEMENT DESCRIPTION	TOTAL INFRASTRUCTURE IMPROVEMENT COST				REIMBURSABLE AMOUNT			
	QUANTITY	UNIT	UNIT COST	COST	QUANTITY	UNIT COST	COST	
<b>I. AVENUE 17 ROADWORK</b>								
A.1 Avenue 17 Road Excavation [P]1	6,000	CY	\$10.00	\$60,000	6,000	CY	\$10.00	\$60,000
A.2 Avenue 17 Road Excavation [AO]1	2,000	CY	\$10.00	\$20,000	-	CY	\$10.00	\$0
A.7 Avenue 17 Pavement Removal	25,909	SF	\$2.00	\$51,818	25,909	SF	\$2.00	\$51,818
A.9 West Avenue 17 Pavement (7.0" A.C. / 8.5" A.B.) [P]1	16,379	SF	\$5.75	\$94,179	16,379	SF	\$5.75	\$94,179
A.10 West Avenue 17 Pavement (7.0" A.C. / 8.5" A.B.) [AO]1	6,728	SF	\$5.75	\$38,686	-	SF	\$5.75	\$0
A.11 East Avenue 17 Pavement (7.0" A.C. / 23" A.B.) [P]1	43,031	SF	\$8.00	\$344,248	43,031	SF	\$8.00	\$344,248
A.12 East Avenue 17 Pavement (7.0" A.C. / 23" A.B.) [AO]1	18,332	SF	\$8.00	\$146,656	-	SF	\$8.00	\$0
A.19 Sawcut Pavement (Avenue 17)	2,585	LF	\$2.00	\$5,170	2,585	LF	\$2.00	\$5,170
E.1 Traffic Control	1	LS	\$40,000.00	\$40,000	1	LS	\$40,000.00	\$33,200
Subtotal Direct Costs Avenue 17 Roadwork - Minus Curb & Gutter				\$800,757				\$588,615
<i>Subtotal Ave 17 Soft and Indirect Costs [Note 3]</i>				\$273,432				\$201,049
<b>Total Avenue 17 Costs</b>				<b>\$1,074,189</b>				<b>\$789,664</b>
<b>II. SHARON BOULEVARD ROADWORK</b>								
A.3 Sharon Boulevard Road Excavation [P]1	7,500	CY	\$10.00	\$75,000	7,500	CY	\$10.00	\$75,000
A.4 Sharon Boulevard Road Excavation [AO]1	2,500	CY	\$10.00	\$25,000	-	CY	\$10.00	\$0
A.13 North Sharon Boulevard Pavement (6.5" A.C. / 19.5" A.B.) [P]1	37,654	SF	\$7.00	\$263,578	37,654	SF	\$7.00	\$263,578
A.14 North Sharon Boulevard Pavement (6.5" A.C. / 19.5" A.B.) [AO]1	20,202	SF	\$7.00	\$141,414	-	SF	\$7.00	\$0
A.15 South Sharon Boulevard Pavement (6.5" A.C. / 14.0" A.B.) [P]1	15,743	SF	\$6.25	\$98,394	15,743	SF	\$6.25	\$98,394
A.16 South Sharon Boulevard Pavement (6.5" A.C. / 14.0" A.B.) [AO]1	13,897	SF	\$6.25	\$86,856	-	SF	\$6.25	\$0
A.17 Temporary A.C. Pavement (2.5" A.C. / 6.5" A.B.)	7,521	SF	\$2.75	\$20,683	-	SF	\$2.75	\$0
Subtotal Direct Costs Sharon Boulevard Road Work - Minus Curb & Gutter				\$710,924.75				\$436,972
<i>Subtotal Sharon Boulevard - Soft and Indirect Costs [Note 3]</i>				\$242,757				\$149,253
<b>Total Sharon Boulevard Road Work - Minus Curb &amp; Gutter</b>				<b>\$953,682</b>				<b>\$586,225</b>

**III. CURB AND GUTTER - ALL STREETS**

A.21	Curb & Gutter	2,879	LF	\$14.00	\$40,306	-	LF	\$14.00	\$0
	<i>Subtotal Curb and Gutter - Soft and Indirect Costs [Note 3]</i>				\$13,763				\$0
	<b>Total Curb and Gutter - All Streets - Costs</b>				<b>\$54,069</b>				<b>\$0</b>

**IV. SIDEWALKS - ALL STREETS**

A.25	Concrete Sidewalk [P]1	5,145	SF	\$4.00	\$20,580	5,145	LF	\$4.00	\$20,580
A.26	Concrete Sidewalk [AO]1	11,463	SF	\$4.00	\$45,852	-	SF	\$4.00	\$0
	Subtotal Direct Costs Sidewalks				\$66,432				\$20,580
	<i>Subtotal Sidewalks Soft and Indirect Costs [Note 3]</i>				\$22,684				\$7,029
	<b>Total Sidewalks - All Streets - Costs</b>				<b>\$89,116</b>				<b>\$27,609</b>

**V. MEDIAN ISLAND IMPROVEMENTS - ALL STREETS**

A.22	Median Curb	2,286	LF	\$16.00	\$36,576	2,286	LF	\$16.00	\$36,576
A.23	Median Concrete	2,259	SF	\$5.00	\$11,295	2,259	SF	\$5.00	\$11,295
A.24	12" A.C. Dike	780	LF	\$15.00	\$11,700	780	LF	\$15.00	\$11,700
E.5	Sharon Blvd. Median Landscaping/Irrigation	6,562	SF	\$5.00	\$32,810	6,562	SF	\$5	\$32,810
	Subtotal Direct Costs Median Islands				\$92,381				\$92,381
	<i>Subtotal Median Island - Soft and Indirect Costs [Note 3]</i>				\$31,545				\$31,554
	<b>Total Median Island Costs</b>				<b>\$123,926</b>				<b>\$123,935</b>

**VI. TRAFFIC SIGNALS**

E.2	Traffic Signal (Ave 17 & Driveway #1)	1	LS	\$300,000.00	\$300,000	1	LS	\$300,000	\$300,000
E.3	Traffic Signal (Ave 17 & Sharon Blvd.)	1	LS	\$300,000.00	\$300,000	1	LS	\$300,000	\$300,000
	Subtotal Direct Costs Traffic Signal Improvements				\$600,000				\$600,000
	<i>Subtotal Traffic Signal - Soft and Indirect Costs [Note 3]</i>				\$204,880				\$204,937
	<b>Total Traffic Signal Costs</b>				<b>\$804,880</b>				<b>\$804,937</b>

**VII. MISCELLANEOUS STREET IMPROVEMENTS (UTILITIES & MISC. CONSTRUCT.)**

E.6	Parkway Landscaping/Irrigation [P]1	14,065 SF	\$5.00	\$70,325	14,065 SF	\$5	\$70,325
E.7	Parkway Landscaping/Irrigation [AO]1	8,052 SF	\$5.00	\$40,260	- SF	\$5	\$0
E.8	Dry Utility Trenching, Conduits, Pull Boxes	3,600 LF	\$50.00	\$180,000	- LF	\$50	\$0
E.9	Street Lights (LED)	14 EA	\$4,500.00	\$63,000	- EA	\$4,500	\$0
E.10	Street Signage and Striping	1 LS	\$50,000.00	\$50,000	0.72 LS	\$50,000	\$36,042
Subtotal Direct Costs Miscellaneous Street Costs				\$403,585			\$106,367
<i>Subtotal Miscellaneous Street and Utilities - Soft and Indirect Costs [Note 3]</i>				\$137,811			\$36,331
<b>Total Miscellaneous Street and Utilities Costs</b>				<b>\$541,396</b>			<b>\$142,698</b>

**VIII. RAMP IMPROVEMENTS**

A.5	SR-99 N/B Ramp Import and Earthwork	12,000 CY	\$15.00	\$180,000	12,000 CY	\$15.00	\$180,000
A.8	N/B Off-ramp Pavement Removal	7,800 SF	\$2.00	\$15,600	7,800 SF	\$2.00	\$15,600
A.18	N/B Ramp Pavement (9.0" A.C. / 21.0" A.B.)2	20,000 SF	\$9.50	\$190,000	20,000 SF	\$9.50	\$190,000
A.20	Sawcut Pavement (SR-99 N/B Off Ramp)	1,000 LF	\$2.00	\$2,000	1,000 LF	\$2.00	\$2,000
E.11	SR-99 N/B Off-Ramp Signage and Striping	1 LS	\$25,000.00	\$25,000	1.00 LS	\$25,000	\$25,000
E.12	SR-99 N/B Off-Ramp Retaining Walls and other Misc.	1 LS	\$400,000.00	\$400,000	1.00 LS	\$400,000	\$400,000
Subtotal Direct Costs Ramp Improvements				\$812,600			\$812,600
<i>Subtotal Ramp Improvements - Soft and Indirect Costs [Note 3]</i>				\$277,476			\$277,554
<b>Total Ramp Improvements Costs</b>				<b>\$1,090,076</b>			<b>\$1,090,154</b>

**IX. SANITARY SEWER**

B.1	Connect to Existing Sewer	1 EA	\$2,200.00	\$2,200	1.00 EA	\$2,200	\$2,200
B.2	15" PVC - Non Parcel Frontage	2,324 LF	\$80.00	\$185,920	2,324 LF	\$80	\$185,920
B.3	15" PVC - Along Parcel Frontage	1,280 LF	\$80.00	\$102,400	1,280 LF	\$68	\$86,400
B.4	15" PVC (including trench repair)	1,006 LF	\$110.00	\$110,660	1,006 LF	\$110	\$110,660
B.5	24" PVC (including trench repair)	319 LF	\$235.00	\$74,965	319 LF	\$235	\$74,965
B.6	48" Diameter Sanitary Sewer Manhole	11 EA	\$4,700.00	\$51,700	11 EA	\$4,700	\$51,700
B.7	48" Diameter Sanitary Sewer Manhole (in existing pavement)	5 EA	\$8,000.00	\$40,000	5 EA	\$8,000	\$40,000
Subtotal Direct Costs Sanitary Sewer Improvements				\$567,845			\$551,845
<i>Subtotal Sanitary Sewer - Soft and Indirect Costs [Note 3]</i>				\$193,900			\$188,489
<b>Total Sanitary Sewer Costs</b>				<b>\$761,745</b>			<b>\$740,334</b>

**X. CITY STORM DRAINAGE FACILITY**

C.1	30" CL III RCP	1,318 LF	\$120.00	\$158,160	1,318 LF	\$120	\$158,160
C.2	18" CL III RCP	1,473 LF	\$58.00	\$85,434	1,473 LF	\$58	\$85,434
C.3	12" CL III RCP	236 LF	\$55.00	\$12,980	236 LF	\$55	\$12,980
C.4	12" CL III RCP (in existing pavement)	90 LF	\$95.00	\$8,550	90 LF	\$95	\$8,550
C.5	Storm Drain Manhole	7 EA	\$6,000.00	\$42,000	7 EA	\$6,000	\$42,000
C.6	Temporary Drain Inlet	3 EA	\$2,000.00	\$6,000	3 EA	\$2,000	\$6,000
C.7	Curb Inlet	7 EA	\$5,200.00	\$36,400	7 EA	\$5,200	\$36,400
Subtotal Direct Costs City Storm Drain Improvements				\$349,524			\$349,524
<i>Subtotal City Storm Drain - Soft and Indirect Costs [Note 3]</i>				\$119,351			\$119,384
<b>Total City Storm Drainage Facility Costs</b>				<b>\$468,875</b>			<b>\$468,908</b>

**XI. UN-USED IMPROVEMENT CATEGORY**

**XII. WATER SYSTEM IMPROVEMENTS**

D.1	24" PVC Main, incl. gate valves - Non Parcel Frontage	2,278 LF	\$215.00	\$489,770	2,278 LF	\$215	\$489,770
D.2	24" PVC Main, incl. gate valves - Along Parcel Frontage	2,500 LF	\$215.00	\$537,500	2,500 LF	\$203	\$506,250
D.3	24" PVC Main (including trench repair)	44 LF	\$235.00	\$10,340	44 LF	\$235	\$10,340
D.4	Fire Hydrant Assembly	4 EA	\$5,500.00	\$22,000	4 EA	\$0	\$0
D.5	Connect to Existing Water	1 EA	\$5,700.00	\$5,700	1 EA	\$5,700	\$5,700
Subtotal Direct Costs Water System Improvements				\$1,065,310			\$1,012,060
<i>Subtotal Water System - Soft and Indirect Costs [Note 3]</i>				\$363,768			\$345,682
<b>Total Water System Costs</b>				<b>\$1,429,078</b>			<b>\$1,357,742</b>

**XIII. OFF-SITE TRAFFIC MITIGATION FEES**

	<b>Cumulative Year Traffic Mitigation Fees</b>	<b>1 LS</b>	<b>\$733,798</b>	<b>\$733,798</b>	<b>1.00 LS</b>	<b>\$733,798</b>	<b>\$733,798</b>
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TOTAL INFRASTRUCTURE IMPROVEMENT COSTS\*

\$8,124,831

TOTAL REIMBURSEMENT AMOUNT\*

\$6,866,004

\*A Municipal Water Well will be developed as part of the Infrastructure Improvements. The Costs of the Water Well are not included in this Schedule of Costs and Reimbursements, though 100% of Well Development Costs are eligible for Reimbursement.

NOTES:

- 1.) [R] = Project Frontage or Other Project Improvement  
[AO] = Additional "Oversized" Improvement Required by City
- 2.) Northbound Off-ramp pavement section is based on Caltrans Project Study Report (PSR).
- 3.) Soft and Indirect Costs Include Contingencies (10%), Engineering (10%), Contractor Overhead (10%); Traffic Control, Construction Staking, Plan Check and Inspection



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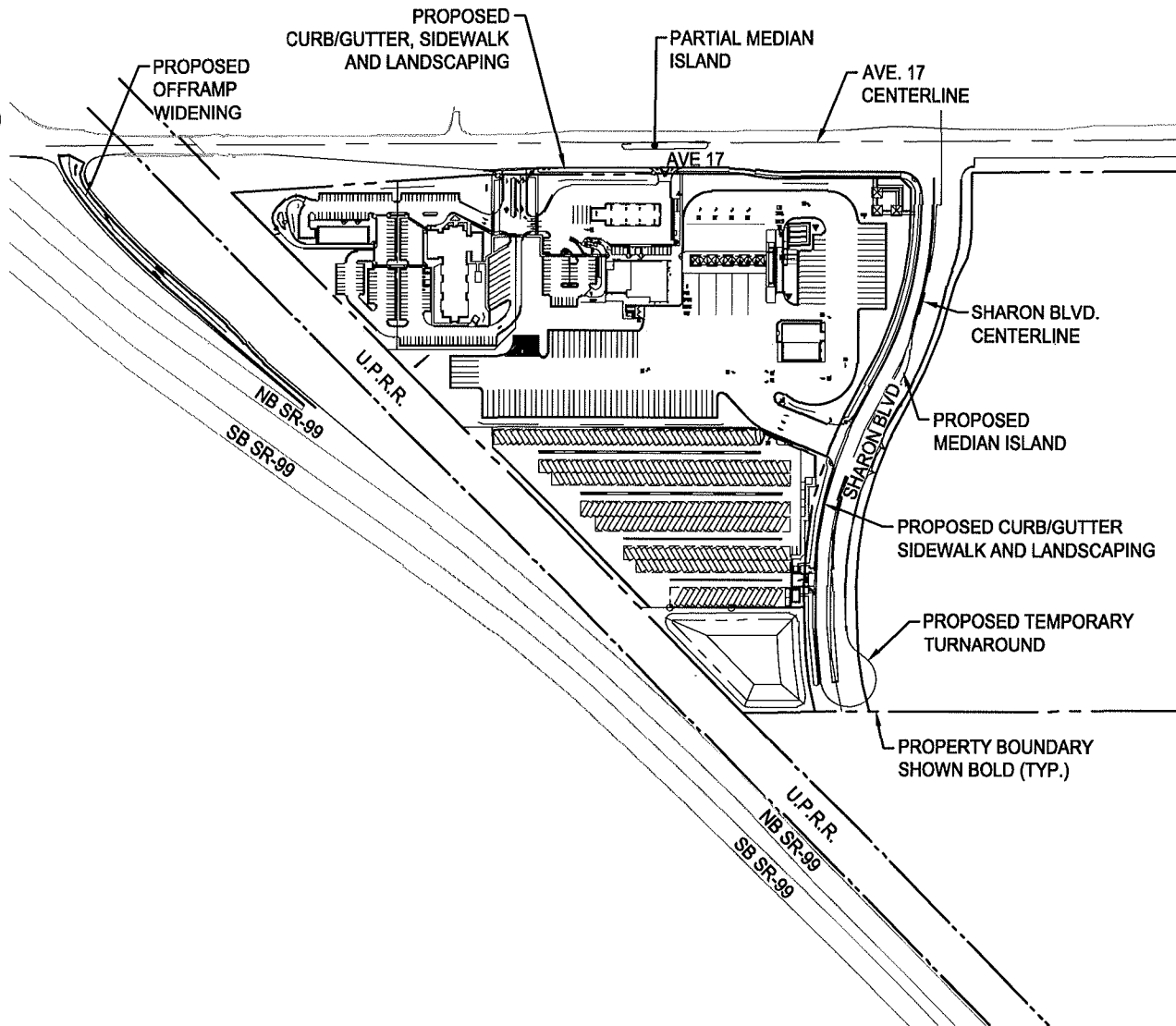
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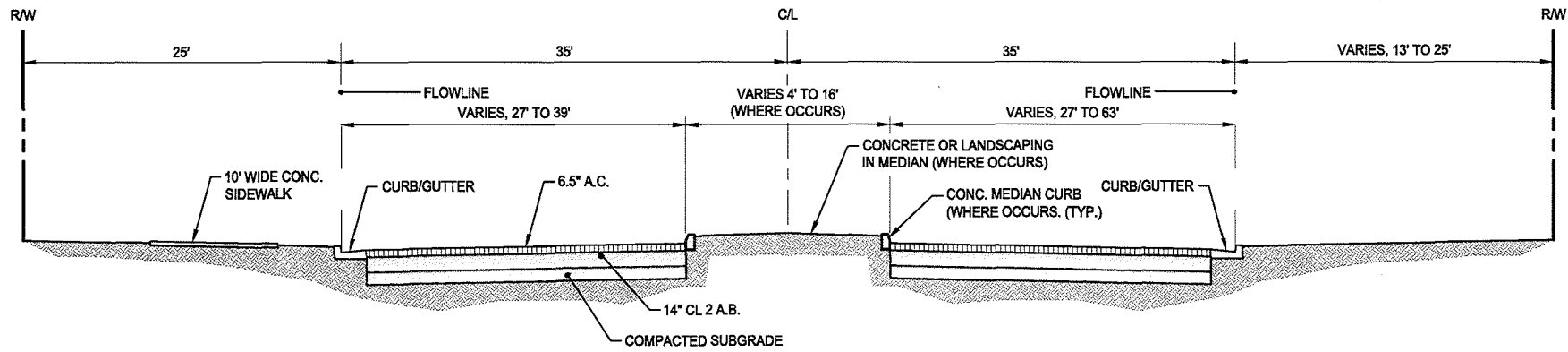
## EXHIBIT 'E' ROADWAY IMPROVEMENTS



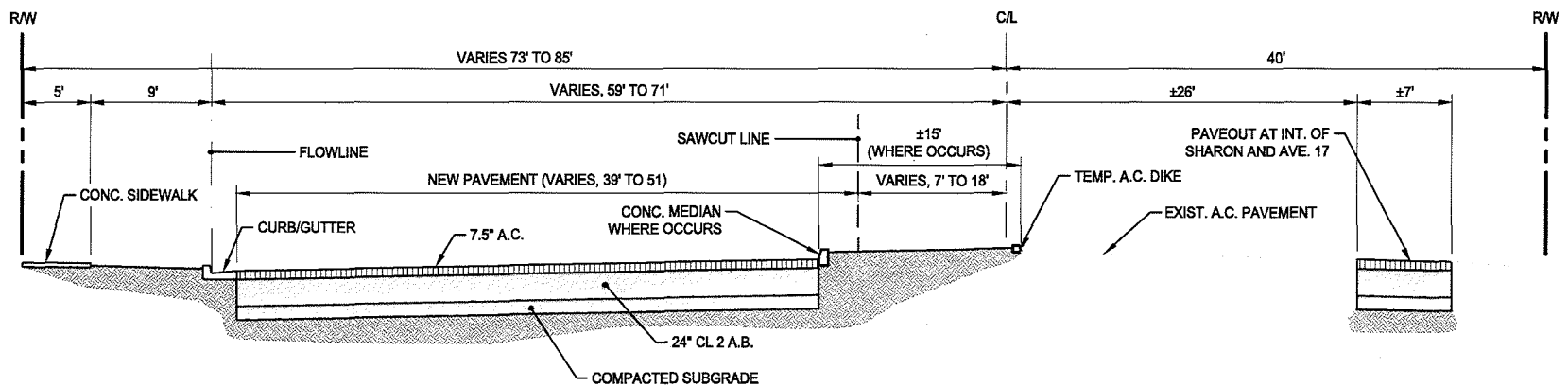


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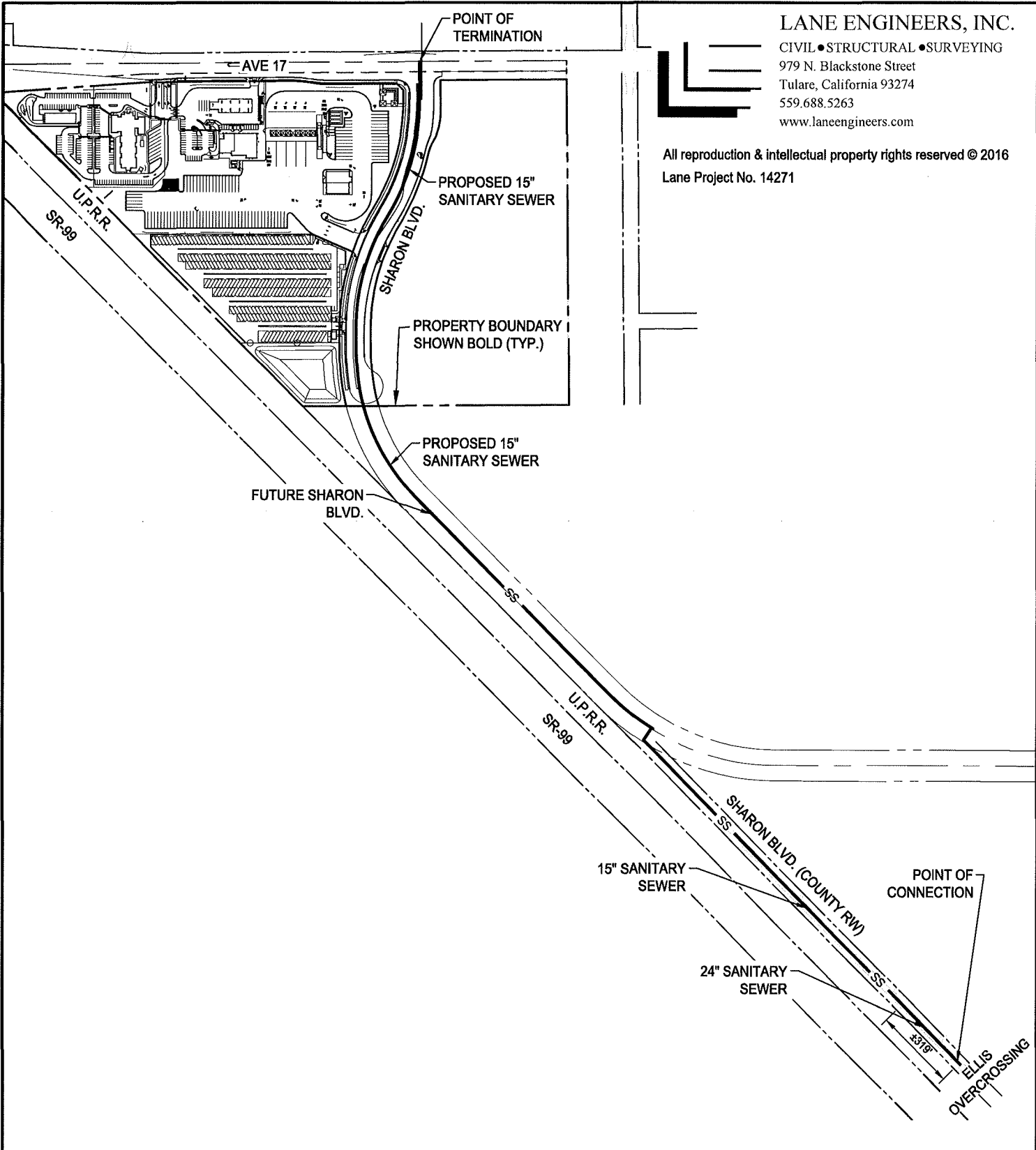


**SHARON BOULEVARD STREET SECTION (LOOKING NORTH)**



**AVENUE 17 STREET SECTION (LOOKING NORTH)**

**EXHIBIT 'E'**  
**ROADWAY IMPROVEMENTS**



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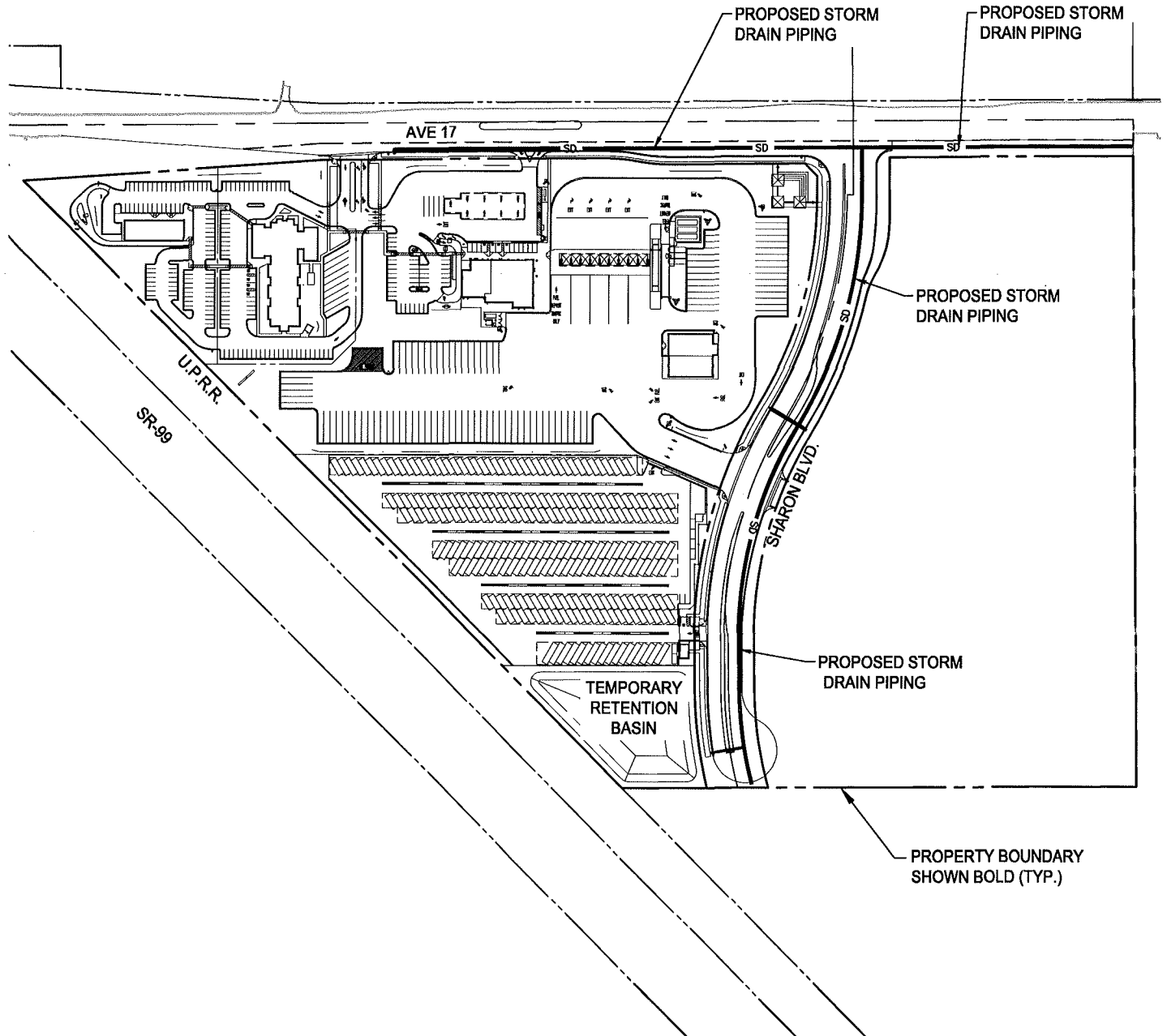
**EXHIBIT 'F'**  
**SEWER IMPROVEMENTS**





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**EXHIBIT 'G'**  
**STORM DRAIN IMPROVEMENTS**





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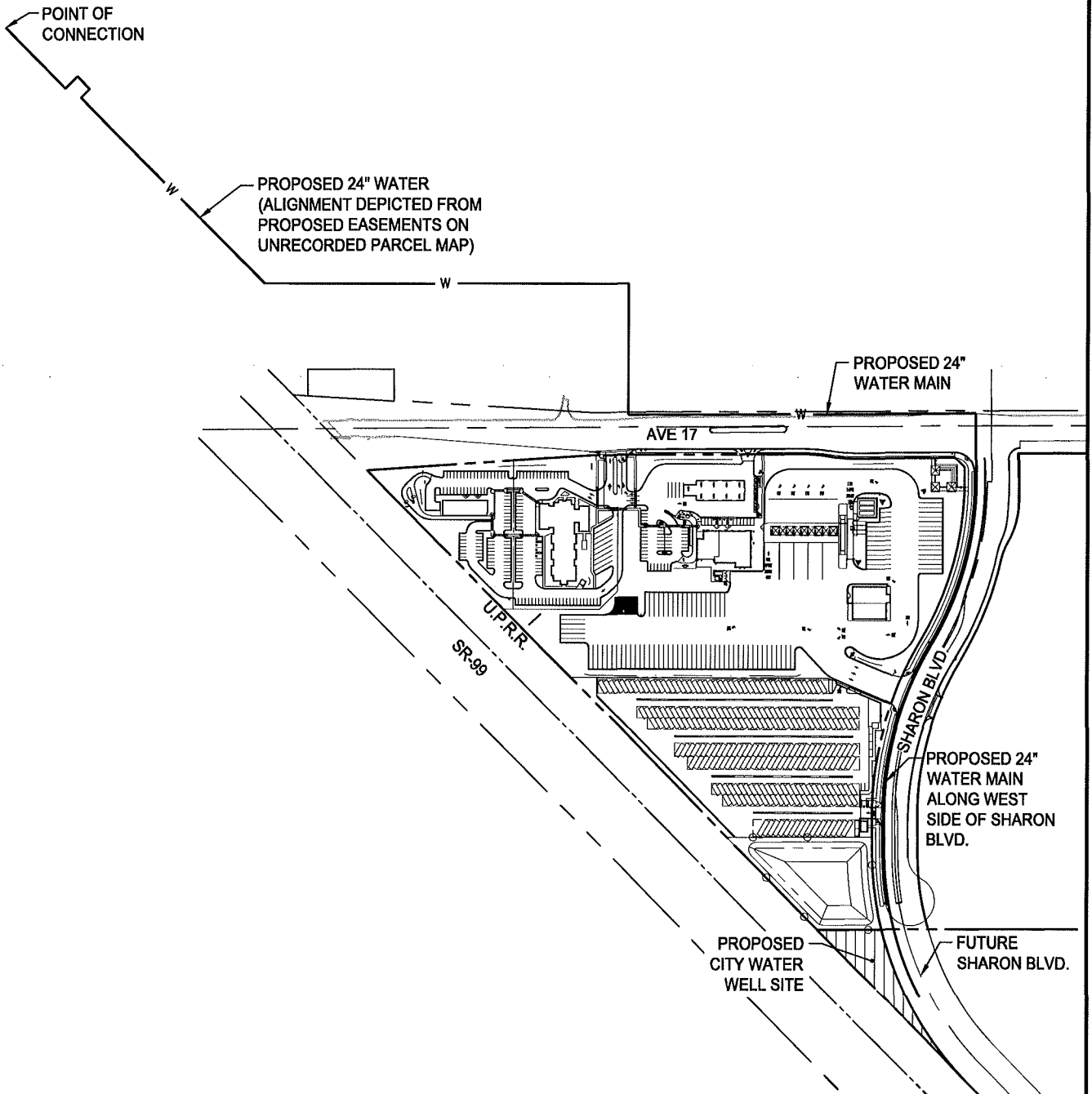
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**EXHIBIT 'H'**  
**WATER IMPROVEMENTS**





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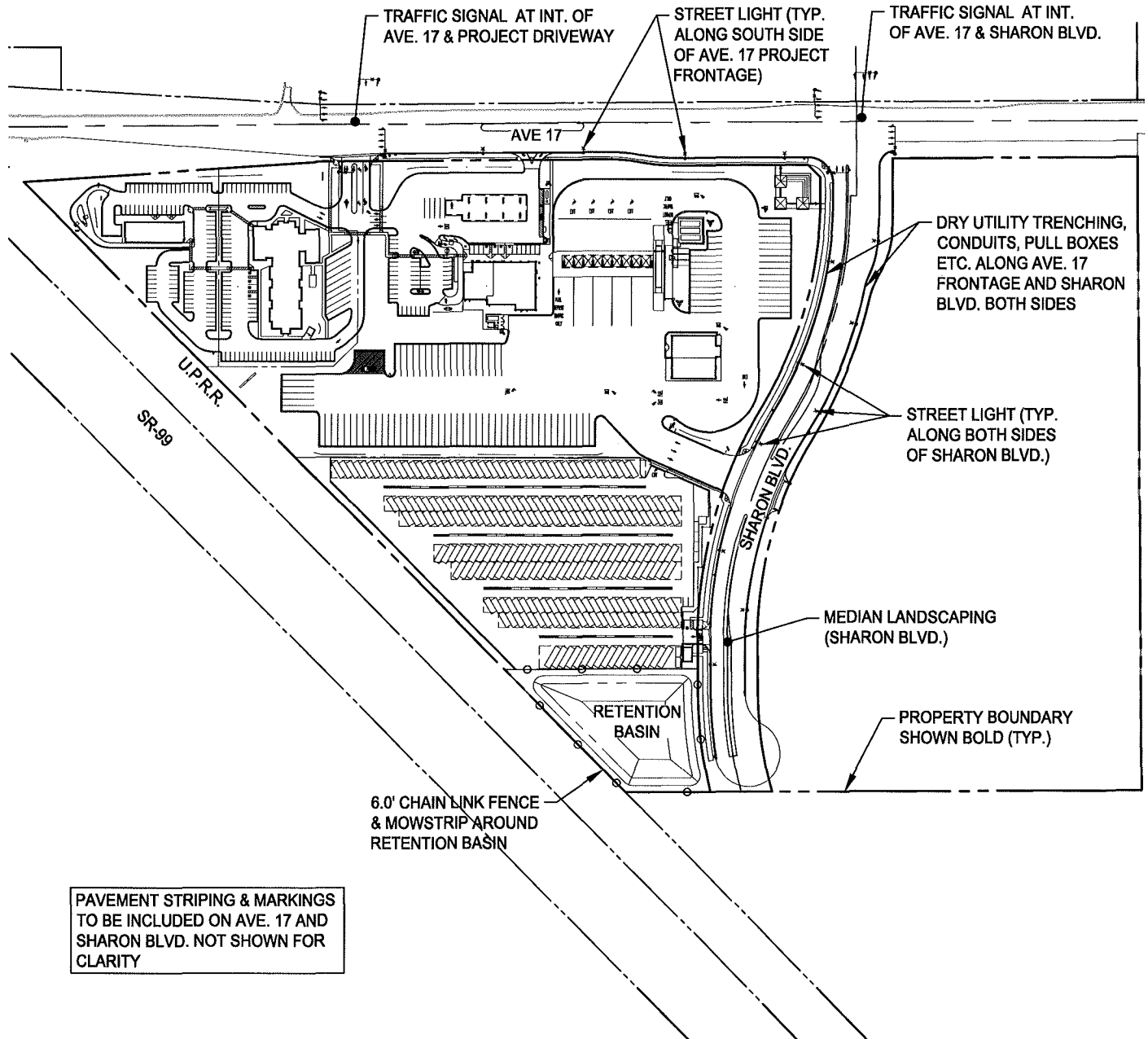
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PAVEMENT STRIPING & MARKINGS  
TO BE INCLUDED ON AVE. 17 AND  
SHARON BLVD. NOT SHOWN FOR  
CLARITY

EXHIBIT 'I'  
DRY UTILITY AND MISC. IMPROVEMENTS



EXHIBIT J

Form of Assumption and Assignment Agreement

OFFICIAL BUSINESS

Document entitled to free recording  
Government Code Section 6103

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Madera  
205 West Fourth Street  
Madera, CA 93637  
Attn: City Clerk

---

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made by and between Love's Country Stores of California, Inc., a California Corporation ("Love's"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

RECITALS

1. On \_\_\_\_\_, 2016, the City of Madera and Love's entered into that certain "Development Agreement" (the "Development Agreement"). Pursuant to the Development Agreement, Love's agreed to develop the Project Site (as that term is defined in the Development Agreement) as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Madera County on \_\_\_\_\_, 20\_\_\_\_, as Instrument No. 20\_\_\_\_ - \_\_\_\_\_.
2. Love's intends to convey the Project Site (or a portion thereof) to Assignee, as more particularly identified and described in Exhibit A attached hereto and incorporated herein by this reference (the "Assigned Parcel").
3. Love's desires to assign and Assignee desires to assume all of Love's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Love's and Assignee hereby agree as follows:

1. Love's hereby assigns, effective as of its conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Love's under the Development Agreement with respect to the Assigned Parcel. Love's retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect the Project Site other than the Assigned Parcel, if any.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Love's under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Love's under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Love's as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in the Development Agreement with respect to the Assigned Parcel shall be:

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

5. This Agreement may be signed in identical counterparts.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Love's Country Stores  
of California, Inc.

ASSIGNEE:

\_\_\_\_\_

\_\_\_\_\_

a \_\_\_\_\_

a \_\_\_\_\_

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

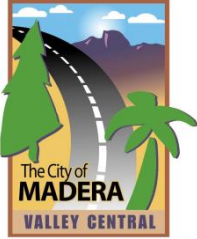
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_

Keith Helmuth, City Engineer

  
\_\_\_\_\_

Arnaldo Rodriguez, City Manager

Council Meeting of: December 16, 2020

Agenda Number: B-6

**SUBJECT:** Extension of Streambed Alteration Agreement

### RECOMMENDATION:

That Council, by minute order, authorize the City Engineer to Request Extension and Execute Streambed Alteration Agreement (Agreement) with California Fish and Wildlife (CDFW) Relating to Routine Maintenance of City-owned Bridges.

### SUMMARY:

An Agreement with the CDFW is required when activities occur within streams or riverbeds. The City owns and maintains six bridges within the Fresno River which fall under the jurisdiction of CDFW. In 2016, an Agreement was entered into to allow routine maintenance of these six bridges. The term of this Agreement is five years, and it expires in 2021. A renewal of the Agreement is necessary for the continued routine maintenance of the City's bridges.

### DISCUSSION:

The City owns and maintains six bridges along the Fresno River. Part of the required maintenance activities of these bridges involves getting into the Fresno River streambed for thinning and removal of vegetation, removal of trash and debris and regrading of streambed soils to protect bridge footings and associated structures.

Activities within the Fresno River are regulated and permitted by the CDFW. The City entered into an Agreement with CDFW in 2016 for routine maintenance activities within the Fresno River. The Agreement term was for five years, which expires on January 21, 2021.

An extension of this Agreement is allowed by submitting a Request to Extend Streambed Alteration form and the payment of an extension fee. The extension fee is \$610.25.

**FINANCIAL IMPACT:**

There is no impact to the City's General Fund. The cost of the renewal fees associated with the Extension will come from available Local Transportation Funds (LTF).

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Routine bridge maintenance not mentioned in 2025 plan. While not mentioned, appropriate maintenance of bridges in addition to other City infrastructure might be encompassed in the following Vision Statements: A well Planned City and A Safe and Healthy Environment.

**ALTERNATIVES:**

Should Council not approve the extension of this Agreement, the current agreement will expire. A new agreement would then need to be obtained prior to the City performing any maintenance activities within the Fresno River for our bridges.

**ATTACHMENTS:**

1. 2016 Streambed Alteration Agreement
2. Location of Bridges along the Fresno River

**ATTACHMENT 1**  
Streambed Alteration Agreement

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
REGION 4 – CENTRAL REGION  
1234 EAST SHAW AVENUE  
FRESNO, CALIFORNIA 93710



**STREAMBED ALTERATION AGREEMENT**  
ROUTINE MAINTENANCE AGREEMENT  
NOTIFICATION NO. 1600-2015-0112-R4  
FRESNO RIVER - MADERA COUNTY

KEITH B. HELMUTH  
**CITY OF MADERA**  
205 WEST FOURTH STREET  
MADERA, CALIFORNIA 93637

**ROUTINE MAINTENANCE OF CITY OWNED BRIDGES (PROJECT)**

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Madera (referred to as Permittee), represented by Keith B. Helmuth.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW June 9, 2015, that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included Protective Measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the Protective Measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Project in accordance with this Agreement.

**PROJECT LOCATION**

The Project will occur at and up to 100 feet upstream and downstream of six (6) bridge crossings over the Fresno River through the City of Madera, Madera County, California (Appendix A).

- Granada Bridge: Fresno River at its intersection with North Granada Drive; SW ¼ of Section 14, Township 11 South, Range 17 East, USGS 7.5 Minute Quad Map Madera, MDB & M; Latitude 36°58'5.02"N, Longitude 120° 5'31.79"W.

- Schnoor Bridge: Fresno River at its intersection with North Schnoor Street; SW ¼ of Section 14, Township 11 South, Range 17 East, USGS 7.5 Minute Quad Map Madera, MDB & M; Latitude 36°58'6.56"N, Longitude 120° 4'59.93"W.
- Gateway Bridge: Fresno River at its intersection with North Gateway Drive; SW ¼ of Section 13, Township 11 South, Range 17 East, USGS 7.5 Minute Quad Map Madera, MDB & M; Latitude 36°58'7.38"N, Longitude 120° 4'5.10"W.
- "D" Street Bridge: Fresno River at its intersection with North "D" Street; SE ¼ of Section 13, Township 11 South, Range 17 East, USGS 7.5 Minute Quad Map Madera, MDB & M; Latitude 36°58'5.11"N, Longitude 120° 3'47.62"W.
- Lake Street Bridge: Fresno River at its intersection with North "D" Street; SW ¼ of Section 18, Township 11 South, Range 18 East, USGS 7.5 Minute Quad Map Madera, MDB & M; Latitude 36°58'7.73"N, Longitude 120° 3'22.43"W.
- Cleveland Avenue Bridge: Fresno River at its intersection with North "D" Street; SE ¼ of Section 18, Township 11 South, Range 18 East, USGS 7.5 Minute Quad Map Madera, MDB & M; Latitude 36°58'26.85"N Longitude 120° 2'37.94"W.

## PROJECT DESCRIPTION

The Project includes routine, reoccurring maintenance activities to maintain structural integrity of Permittee owned bridges and comply with maintenance recommendations given by California Department of Transportation bridge inspectors. Authorized maintenance activities are as follows, and each primary bulleted activity represents a "maintenance project" for purposes of annual reporting and fee payment:

- Vegetation Removal:
  - Trimming or removal of grasses, other herbaceous vegetation, and woody plants (trees and shrubs) with stems or trunks of less than four (4) inches in diameter using hand tools or hand held equipment. Vegetation will be cut above the ground surface.
  - Removal of dead and downed trees from streambeds either by hand or using such equipment as a backhoe, excavator, and/or skid steer loader (bobcat).
  - Limited to 100 feet upstream or downstream from the bridge.
  - Limited to the amount of vegetation removal necessary to allow unimpeded flows under the bridge, including removal or trimming of vegetation growing between the banks of the stream and trimming of vegetation growing from above the top of the bank.
  - All work will occur during daylight hours.
  - All vegetation removal activity will take place in naturally dry areas.

- Debris or Obstruction Removal:
  - Removal of trash, flood-deposited woody debris, loose branches, and dead trees using hand tools, backhoe, skid steer loader (bobcat), and/or excavator.
  - Limited to 100 feet upstream or downstream from the bridge.
  - All work will occur during daylight hours.
  - All activity will occur under naturally dry conditions absent of flow, with the exception of removing flood-deposited woody debris from the wetted channel following a storm event, when equipment will be operated from the beyond the top of the bank and outside the wetted channel.
  
- Bridge Footing and Slope Protection:
  - Re-contouring and redistribution of sand, silt, and sediment in the streambed from areas with excess deposition to scoured bridge footings and/or scoured slope protection.
  - Limited to 100 feet upstream or downstream from the bridge.
  - Disturbed soils will be compacted and re-contoured to match the upstream and downstream flow lines.
  - If a sufficient volume of sediment is not available on-site, clean fill material will be sourced off-site.
  - All work will occur during daylight hours.
  - All equipment will be operated in naturally dry conditions.

All maintenance projects will be intended and proposed to avoid impacts to sensitive resources.

## PROJECT IMPACTS

Project activities will result in removal and thinning of vegetation and disturbance to streambeds through the redistribution of accumulated sediment and debris, structure repair activities, and repair of slope protection. This Agreement is intended to avoid and minimize adverse impacts to the special status fish and wildlife resources that could occupy the Project areas and the adjacent habitats. Absent implementation of the Protective Measures required by this Agreement, the following species and their habitats could be substantially impacted: the Federally endangered valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), the State threatened species Swainson's hawk (*Buteo swainsoni*), and the State species of special concern western spadefoot (*Spea hammondi*), western pond turtle (*Actinemys marmorata*), and American badger (*Taxidea taxus*), as well other as birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local ecosystem.

Project activities have the potential to result in adverse effects to fish and wildlife resources through the following project impacts: Sedimentation and erosion resulting from excavating material and structures from stream channels and creating new slopes;

sedimentation could result in material being carried by subsequent flows and carried downstream, relocated, and re-deposited in areas used by fish and wildlife; burying, uncovering, or crushing animals using bed sediments or erosion control measures, including reptiles, small mammals, and ground nesting birds; removal of vegetation that provides nesting, foraging, or cover habitat for birds and other wildlife; dust creation from Project operations could settle on plant material and affect processes such as respiration, photosynthesis, pollination, and seed set; noise or vibration impacts that disturb bird nesting activity and result in nest abandonment and failure, including death of chicks.

## **PROTECTIVE MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at each Project site when Project activity is occurring and shall be presented to CDFW personnel or personnel from another State, Federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a Protective Measure in this Agreement might conflict with a provision imposed on the Project by another local, State, or Federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and Federal law, or other legal obligations.
- 1.6 Unauthorized Take. This Agreement does not authorize the "take" (defined in Fish and Game Code Section 86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federally-listed threatened or endangered species. Any such take shall require separate permitting as may be required.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities that require Permittee to enter on another

owner's property, they are agreed to with the understanding that Permittee possesses the legal right to so enter.

- 1.8 Training. Prior to starting each activity within the stream, Permittee shall provide training from a qualified individual to all employees, contractors, and visitors who will be present during Project activities regarding the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance.
- 1.9 Project Consistency with Agreement. Permittee shall acquire authorization from CDFW prior to commencing each maintenance project. Permittee shall submit a Verification Request Form (VRF) (Appendix B) to CDFW at least 14 days prior to beginning each maintenance activity. The VRF shall be sent by mail and may also be submitted electronically by email to R4LSA@wildlife.ca.gov, with reference to Agreement 1600-2015-0112-R4. CDFW shall determine whether the maintenance activity proposed in the VRF is consistent with this Agreement. Work shall not begin until Permittee has obtained written approval from CDFW for the activity described in the VRF.
- (a) In each VRF, Permittee shall include sufficient detail to describe the maintenance activity and to demonstrate that it is consistent with the Project Description and each Protective Measure of this Agreement.
  - (b) Each VRF shall describe one maintenance activity proposed at one location, identified according to the bridge name and location as listed in this Agreement.
  - (c) If a VRF does not include sufficient detail, CDFW may request more information from Permittee within 14 days of receiving the VRF. CDFW shall request additional information, if needed, within 14 days of receipt of any VRF or of additional information to support a VRF. CDFW may also request or provide additional information to complete a VRF if it is unable to concur that a Project site is outside the range of a listed species (see Avoidance and Minimization Measures).
  - (d) CDFW shall notify Permittee in writing when the VRF is deemed complete and consistent with this Agreement. If CDFW does not make a determination regarding a VRF within 14 days of its receipt (written reply provided by email and/or letter correspondence postmarked by the end of the 14<sup>th</sup> day), the VRF shall be deemed consistent and approved.
  - (e) If the project described in a VRF is not consistent with this Agreement because CDFW has determined that the activity proposed does not conform to a description of a maintenance project in the Project Description or does not avoid impacts to listed species according to the Protective Measures of this Agreement, CDFW shall notify Permittee in writing that the VRF is denied (written reply provided by email and/or letter correspondence postmarked by the end of the 14<sup>th</sup> day following receipt of a VRF or of additional information to support a VRF).

## **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each Protective Measure listed below.

- 2.1 Work Hours. All work activities shall be confined to daylight hours. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset.
- 2.2 Flagging/Fencing. Prior to any activity within a stream, Permittee shall identify the limits of the required access routes and encroachment. These "work area" limits shall be identified with brightly-colored flagging or fencing, and shall not exceed 100 feet upstream or downstream from the culvert or bridge where maintenance projects will occur. Work completed under this Agreement shall be limited to this defined area only and flagging/fencing shall be maintained in good repair for the duration of the Project. All CDFW jurisdictional areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas (ESA) and shall not be disturbed.
- 2.3 Listed and Other Special Status Species.
  - (a) This Agreement does not authorize take of any State- or Federally-listed threatened or endangered, or fully-protected species. Liability for any take of such listed species remains the responsibility of Permittee for the duration of the Project. Any unauthorized take of such listed species may result in prosecution and nullify this Agreement.
  - (b) Permittee affirms that no take of listed species shall occur as a result of this Project and shall take prudent measures to ensure that all take is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. Permittee also confirms that the maintenance projects that will be authorized by this Agreement are intended to avoid and minimize impacts to listed species in order to avoid the need to acquire incidental take permits. If any State- or Federally-listed threatened or endangered species occur within proposed work areas or could be impacted by the work proposed, and thus taken as a result of Project activities, such maintenance projects shall not be authorized by this Agreement; Permittee shall either not submit a VRF or shall rescind a VRF if avoidance per the Protective Measures of this Agreement for State or Federal listed species is infeasible, and Permittee shall provide separate notification to CDFW pursuant to FGC 1602.
  - (c) Permittee shall immediately notify CDFW of the discovery of any such threatened or endangered species prior to and during Project activities.
  - (d) Pre-activity surveys for sensitive status species shall be conducted by a qualified biologist within 30 days prior to the proposed commencement of each Project maintenance activity. Survey results shall be included with the

VRF to inform the necessary avoidance and minimization measures at each site. Surveys shall be conducted on the Project site and all access routes to avoid and minimize incidental take, confirm previous observations, identify any areas potentially occupied by listed or sensitive species, and clearly mark all resources to be avoided by Project activities. If any State- or Federally-listed threatened or endangered animal species are found or could be impacted by the work proposed, Permittee shall notify CDFW of the discovery prior to commencement of any activity. An amended Agreement and/or a State Incidental Take Permit may be necessary and a new CEQA analysis may need to be conducted, before work can begin.

- (e) Swainson's Hawk. The VRF submitted for each maintenance project shall describe the habitat and identify whether the Project location includes or is within 0.5 mile of nesting habitat for this species. If a site is within 0.5 mile of nesting habitat, CDFW shall only approve the VRF if the maintenance activity will be completed entirely outside of the nesting season, or if the VRF includes surveys results with a negative finding and CDFW approves the following survey results: project sites within nesting habitat and 0.5 mile of nesting habitat for the species shall be surveyed following the survey methodology developed by the Swainson's Hawk Technical Advisory Committee ([http://www.dfg.ca.gov/wildlife/nongame/docs/swain\\_proto.pdf](http://www.dfg.ca.gov/wildlife/nongame/docs/swain_proto.pdf)) prior to commencing maintenance activities during this species' nesting season (March 1 through August 31).
- (f) Valley Elderberry Longhorn Beetle: The VRF submitted for each maintenance project shall identify whether elderberry bushes (*Sambucus mexicana*) are present within the work area or a 100-foot buffer. No elderberry shrubs shall be trimmed or removed without appropriate regulatory agency approval. Ground-disturbing Project activity shall avoid elderberry shrubs by 100 feet. If this buffer cannot be maintained or elderberry bushes will be impacted, then Permittee shall provide CDFW with a Biological Opinion or other documentation from the United States Fish and Wildlife Service (USFWS) authorizing Permittee to transplant, remove, or otherwise impact elderberry bushes that are considered habitat for the Federally-threatened valley elderberry longhorn beetle.
- (g) Western Spadefoot and Western Pond Turtle. All individuals of these species discovered at Project work areas immediately prior to or during Project activities shall be allowed to move out of the work area of their own volition. If this is not feasible, they shall be captured by a qualified biologist and relocated out of harm's way to the nearest suitable habitat at least 100 feet from the Project site.
- (h) American Badger. Any American badger detected within the Project work area during Project activities shall be allowed to move out of the work area of its own volition. If American badger is denning on or immediately adjacent to a Project work area, Permittee shall consult with CDFW to determine whether

the animal(s) may be evicted from the den. Eviction of badgers will not be approved by CDFW unless it is confirmed that no dependent young are present.

#### 2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during maintenance project implementation, said fish or wildlife shall be allowed to leave the work area unharmed.
- (b) Pursuant to FGC Sections 3503 and 3503.5, it is unlawful to take, possess, or destroy the nest or eggs of any bird or bird-of-prey. To protect nesting birds, no Project maintenance activity shall be completed from February 15 through August 31 unless the following surveys are completed by a qualified biologist within 30 days prior to initiating the Project activity covered by this Agreement.

**Separate avian survey and avoidance requirements are listed above for Swainson's hawk (see Avoidance and Minimization Measures 2.3(e)).**

Raptors: Survey for nesting activity of raptors within a 500-foot radius of the Project site. Surveys shall be conducted at appropriate nesting times and concentrate on mature trees. If any active nests are observed, these nests and nest trees shall be designated an ESA and protected by a 500-foot radius until the young have fledged and are no longer reliant on the nest tree or parental care.

Other Avian Species: Survey for nesting activity within a 250-foot radius of the Project boundaries. If any active nests are observed, these nests and nest trees shall be designated an ESA and protected with a minimum 250-foot buffer until the young have fledged and are no longer reliant on the nest tree or parental care.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so, such as when the Project area would be concealed from a nest site by topography.

#### 2.5 Vegetation.

- (a) No trees or shrubs measuring four (4) inches or greater in diameter at breast height shall be removed or have the trunk or stems cut as a result of any maintenance project activity. No trees or shrubs of any size growing above the top of the bank shall be removed.
- (b) Vegetation removal shall not exceed the minimum necessary to complete operations and shall only occur within the defined work area.

- (c) Grasses and other herbaceous vegetation shall only be removed from within the area of the main channel and up to the top of the bank. Additional grass and herbaceous vegetation above the top of the bank may be trimmed as needed to remove parts of plants that extend into the area of the main channel when it is full, but those plants rooted above the top of the bank shall not be entirely removed.
- (d) All disturbed invasive, exotic plant species that are disturbed during Project activity shall be removed from the Project site. Any Vinca, Cape or German ivy, Castor bean, Arundo, or other exotic plant species shall be appropriately disposed of in a manner that avoids the risk of introduction or spreading of exotic species in or around the Project work area. Invasive species shall not be used in mulching, composting, or otherwise placed in or around the Project work areas. Permittee shall not stockpile cut invasive plant material within any stream at any time.
- (e) Heavy equipment and other machinery shall be inspected for the presence of undesirable plant species prior to on-site use and cleaned to reduce the risk of introducing exotic plant species into the Project work areas.
- (f) Permittee shall wash and dry all equipment (hand tools, mechanical devices) prior to entering each Project work area, to prevent the movement of aquatic and terrestrial invasive plant and animal species, fungi, their propagules, and other biotic agents.
- (g) No herbicides shall be used to remove vegetation from the sites of maintenance projects.

## 2.6 Vehicles.

- (a) Vehicles shall only be operated in the work area during naturally dry conditions or as otherwise authorized by this Agreement.
- (b) Vehicle access to the stream banks shall be limited to predetermined ingress and egress corridors on existing roads. All other jurisdictional areas adjacent to the work area shall be considered an ESA and shall remain off-limits to vehicles and equipment. The VRF submitted for each maintenance project shall identify the access routes for all vehicles and heavy equipment.
- (c) Any equipment or vehicles driven and/or operated adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (d) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of stream and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

## 2.7 Fill/Spoil.

- (a) Spoil storage sites shall not be located within the stream, or where spoil will be washed into the stream. Rock, gravel, and/or other materials shall not be imported into or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.
- (b) Fill shall be limited to the minimal amount necessary to accomplish the agreed activities.

## 2.8 Erosion.

- (a) No work shall occur during or within 24 hours following significant rainfall events, defined as  $\frac{1}{4}$  inch or more of rain in a 24-hour period.
- (b) Maintenance projects shall be implemented in naturally dry areas, except as otherwise authorized in this Agreement.
- (c) All disturbed soils within Project work areas shall be stabilized to reduce erosion potential, both during and following Project activity. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.
- (d) Following the removal of vegetation, dead tree limbs, or debris from the stream bed, Permittee shall contour and compact the soils to match the prevailing slopes upstream and downstream of the area impacted. No pits or ruts in the stream bed shall remain following the removal of materials.

## 2.9 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code Sections 5650 and 12015.
- (b) Raw cement, concrete or washings thereof, asphalt, drilling fluids or lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from or disturbed by Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State".
- (c) The cleanup of all spilled materials shall begin immediately. CDFW shall be notified immediately by Permittee of any spills and shall be consulted regarding cleanup procedures.

- (d) All Project-generated debris, building materials, and rubbish shall be removed from the stream and from areas where such materials could be washed into the stream.

### **3. Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each Protective Measure listed below.

#### **3.1 Revegetation and Restoration.**

- (a) If a Maintenance Project causes any exposed slopes or exposed areas on stream banks, these areas shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three (3) locally native grass species. One (1) or two (2) sterile non-native perennial grass species may be added to the seed mix provided that amount does not exceed 25 percent of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. The seeding shall be completed as soon as possible, but no later than November 15 of the year the Project activity ends or as otherwise approved in advance by CDFW. A seed mixture shall be submitted to CDFW for approval with the VRF. At the discretion of CDFW, all exposed areas where seeding is considered unsuccessful after 90 days shall receive appropriate soil preparation and a second application of seeding, straw, or mulch as soon as is practical on a date mutually agreed upon.
- (b) Where suitable vegetation cannot be reasonably expected to become established, non-erodible materials shall be used for such stabilization. Any installation of non-erodible materials not described in the original Project description shall be coordinated with CDFW. Coordination may include the negotiation of additional Protective Measures for this activity.

### **4. Reporting Measures**

Permittee shall meet each reporting requirement described below.

#### **4.1 Obligations of the Permittee.**

- (a) The Permittee shall have primary responsibility for monitoring compliance with all Protective Measures in this Agreement. Protective Measures must be implemented within the time periods indicated in this Agreement and the program described below.
- (b) The Permittee (or the Permittee's designee) shall ensure the implementation of the Protective Measures of this Agreement, and shall monitor the effectiveness of the Protective Measures.

4.2 Reports. The Permittee shall submit the following Reports to CDFW:

- A Verification Request Form for each maintenance project, including all specifically required information in the Protective Measures of this Agreement, submitted to CDFW for written approval at least 14 days prior to the proposed start of work (Administrative Measure 1.9). Protective Measures to be addressed include:
  - Avoidance and Minimization Measures 2.3(d), (e), and (f)
  - Avoidance and Minimization Measures 2.6(b)
  - Compensatory Measure 3.1(a)
- Results of surveys for nesting birds, if any work is scheduled during the avian nesting season, submitted to CDFW at least one (1) week prior to the start of each maintenance activity (Avoidance and Minimization Measure 2.4(b)).
- Annual Status Report: An Annual Status Report and associated fees (see Fees, below) shall be submitted to CDFW by December 31 of each calendar year that this Agreement is valid. The Annual Status Report shall include the following information:
  - A summary of all maintenance activities that were completed during the previous calendar year, including the dates of work. If the number of maintenance activities does not match the number of VRF forms approved during the calendar year, the report shall provide an explanation.
  - A summary of Protective Measures implemented for each maintenance project.
  - Photo documentation consisting of before, during, and after photos of each Project area where a maintenance project was completed.
  - If no work was conducted during the previous calendar year, an Annual Status Report will be submitted to CDFW indicating that status.

## **CONTACT INFORMATION**

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other. Permittee shall submit all schedules, survey results, reports, and/or plans required by this Agreement in hard copy to the address below; Permittee may also submit those materials electronically by email to [R4LSA@wildlife.ca.gov](mailto:R4LSA@wildlife.ca.gov).

To Permittee:

Keith B. Helmuth  
City of Madera  
205 West Fourth Street  
Madera, California 93637  
Phone: (559) 661-5418  
[khelmuth@cityofmadera.com](mailto:khelmuth@cityofmadera.com)

To CDFW:

California Department of Fish and Wildlife  
Region 4 – Central Region  
1234 East Shaw Avenue  
Fresno, California 93710  
Attn: Lake and Streambed Alteration Program – Carrie Swanberg  
Notification No.1600-2015-0112-R4  
Phone: (559) 243-4014 extension 246  
Fax: (559) 243-4020  
[carrie.swanberg@wildlife.ca.gov](mailto:carrie.swanberg@wildlife.ca.gov)

## **FEES**

California Code of Regulations, Title 14 (CCR 14, Section 699.5) establishes fees for Projects subject to Fish and Game Code 1602. Fees shall be assessed pursuant to FGC§ 1609 for Project activities performed under this Agreement.

A lump sum fee shall be paid to CDFW by December 31 of each calendar year based on the total number of maintenance projects undertaken for that year (which shall be equal to the number of maintenance projects indicated in the Annual Report submitted by December 31 of each year). Fees shall be assessed based upon the fee schedule that is prevailing at the time of payment.

## **LIABILITY**

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

## **ENFORCEMENT**

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other Federal, State, or local laws or regulations before beginning the Project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5).

## **EXTENSIONS**

In accordance with FGC section 1605(b), Permittee may request one (1) extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee shall submit a new notification and notification fee before beginning or continuing the Project this Agreement covers (FGC § 1605, subd. (f)).

## **EFFECTIVE DATE**

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at [http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall remain in effect for five (5) years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for

implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE**

In approving this Agreement, CDFW is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description. If CDFW determines that CEQA review is required, as a CEQA Lead Agency CDFW shall be responsible for preparing and circulating the appropriate document (Negative Declaration/Environmental Impact Report) and will make findings as warranted and submit a Notice of Determination to the State Clearinghouse.

Alternatively, CDFW may determine that the Project is exempt from CEQA, in which case a Notice of Exemption will be filed.

### **EXHIBITS**

The documents listed below are included as exhibits to this Agreement and are incorporated herein by reference.

Appendix A. Maps – City of Madera Owned Bridges  
Appendix B. Verification Request Form

### **AUTHORITY**

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5).

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The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5).

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If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee shall submit a new notification and notification fee before beginning or continuing the Project this Agreement covers (FGC § 1605, subd. (f)).

## **EFFECTIVE DATE**

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Alternatively, CDFW may determine that the Project is exempt from CEQA, in which case a Notice of Exemption will be filed.

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Appendix A. Maps – City of Madera Owned Bridges  
Appendix B. Verification Request Form

### **AUTHORITY**

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

**AUTHORIZATION**

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

**CONCURRENCE**

The undersigned accepts and agrees to comply with all the provisions of this Agreement.

**FOR THE CITY OF MADERA**



Keith B. Helmuth

1-19-16

Date

**FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**



Julie A. Vance

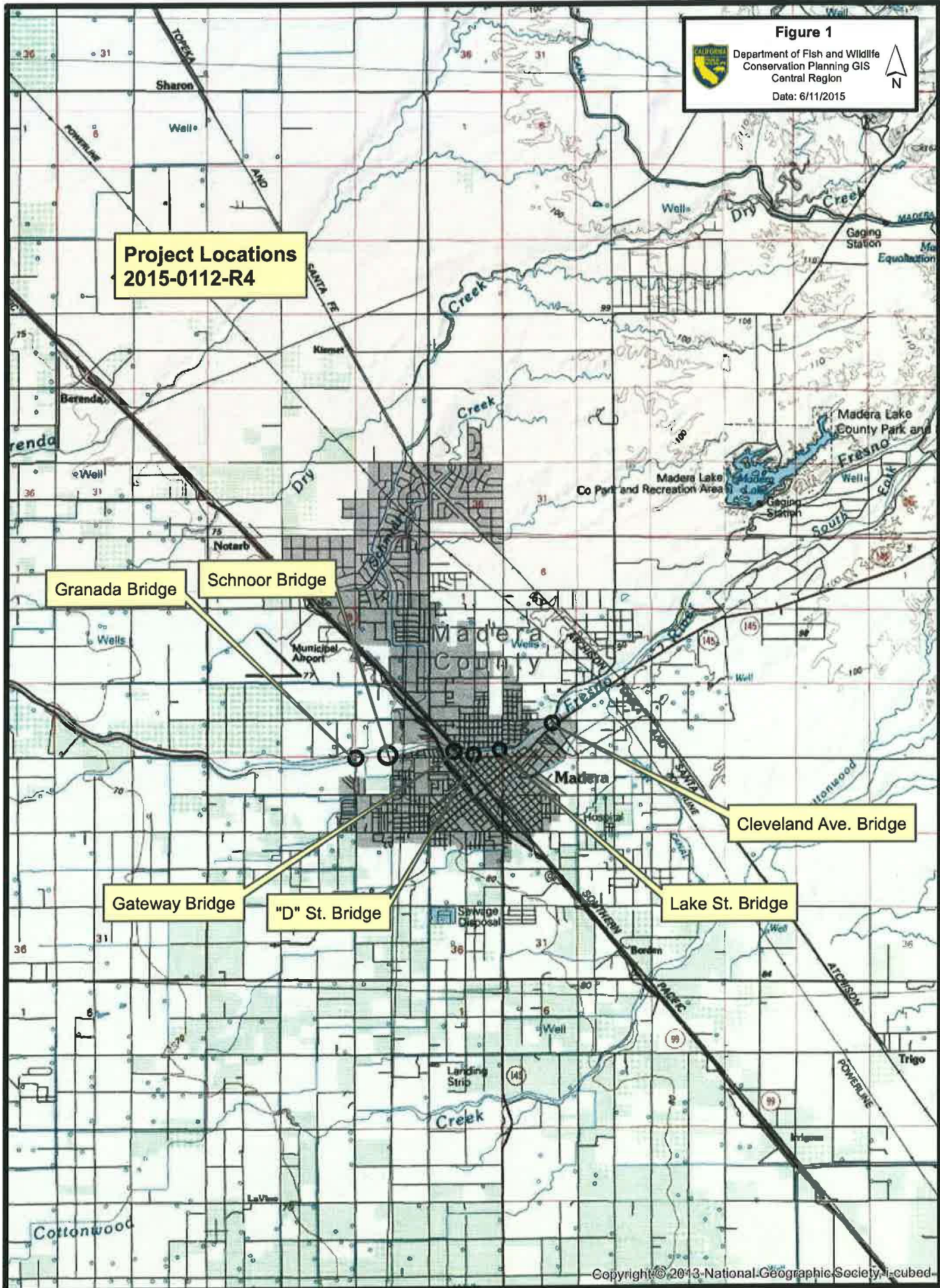
Regional Manager – Central Region

1/21/14

Date

# Appendix A

**Figure 1**  
 Department of Fish and Wildlife  
 Conservation Planning GIS  
 Central Region  
 Date: 6/11/2015



0 1 2 Miles

# Appendix B

FOR DEPARTMENT USE ONLY	
Date Received	VRF No.
	1600-2015-0112- -R4

California Department of Fish and Wildlife  
**VERIFICATION REQUEST FORM (VRF)**  
 Routine Maintenance Agreement (RMA)  
 No. 1600-2015-0112-R4  
 City of Madera – Maintenance of City Owned Bridges

Maintenance Project Term	
Project Start Date:	Project End Date:

Location of Work:
Bridge Name:
Location including Latitude/Longitude (in decimal degrees):

Maintenance Activities	
<p><b><u>Type of Maintenance Project (check one)</u></b></p> <p><input type="checkbox"/> Tree Removal; Other Vegetation Removal; Tree or Other Vegetation Trimming</p> <p><input type="checkbox"/> Debris or Obstruction Removal</p> <p><input type="checkbox"/> Bridge Footing and/or Slope Protection Repair            Area and Volume to be filled:            _____ square feet            _____ cubic yards</p>	<p><b><u>Equipment (Check all that apply)</u></b></p> <p><input type="checkbox"/> Chainsaw / Clippers</p> <p><input type="checkbox"/> Backhoe</p> <p><input type="checkbox"/> Excavator</p> <p><input type="checkbox"/> Front loader</p> <p><input type="checkbox"/> Dump truck</p> <p><input type="checkbox"/> Bobcat</p> <p><input type="checkbox"/> Other:</p>

**Description of Proposed Maintenance Work:** Demonstrate concurrence with Project Description of the RMA (Attach extra pages as needed). For all project work include a map or description of vehicle and equipment access routes.

For vegetation removal, include species, number, and size(s) of trees and shrubs to be removed; species/type and area of other vegetation to be removed; and description of trimming. Include methods to be used.

For debris or obstruction removal, include type of obstruction and methods to be used for removal.

For bridge footing and slope protection activities include the nature of repair and methods to be used. Include soil cut and fill volumes and source of fill material. Include photo of feature needing repair and source of fill material (if on-site).

A large empty rectangular box with a thin black border, occupying the lower two-thirds of the page. It is intended for the user to provide detailed information regarding the proposed maintenance work as outlined in the instructions above.

**Compliance With RMA Protective Measures:** For all maintenance projects, include detail demonstrating concurrence with the Protective Measures of the RMA (Attach extra pages as needed). Include all species-related avoidance measures.

[Empty space for compliance details]

**Permittee Signature of VRF**

I hereby certify that to the best of my knowledge the information in this VRF is true and correct and that I am authorized to sign this VRF as, or on behalf of, the applicant. I understand that if any information in this VRF is found to be untrue or incorrect, CDFW may suspend processing this VRF or suspend or revoke the RMA. I understand also that if any information in this VRF is found to be untrue or incorrect and the project described in this VRF has already begun, Permittee may be subject to civil or criminal prosecution. I understand that this VRF applies only to the maintenance project described herein and that Permittee may be subject to civil or criminal prosecution for undertaking any maintenance project not described herein unless CDFW has been separately notified of that project in a VRF or otherwise in accordance with Fish and Game Code section 1602.

\_\_\_\_\_  
Signature of Permittee's Authorized Employee Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

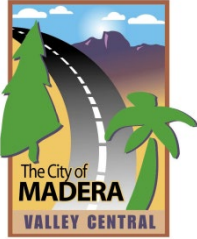
## ATTACHMENT 2

Location of Bridges along the Fresno River

# EXHIBIT "A"



**LOCATION MAP**  
**CITY OF MADERA BRIDGES ALONG THE FRESNO RIVER**  
**PURPOSE: STREAMBED ALTERATION PERMIT/AGREEMENT - BRIDGE ROUTINE MAINTENANCE ACTIVITIES**



## REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Parks & Community  
Services Director

  
Arnoldo Rodriguez, City Manager

Council Meeting of: December 16, 2020

Agenda Number:         D-1        

### SUBJECT:

Proposition 68 Program Application(s) for Per Capita Grant Funds

### RECOMMENDATION:

Adopt a Resolution approving the Program Application(s) for Proposition 68 Per Capita Grant Funds.

### SUMMARY:

The Per Capita Grant program originates from Proposition 68 and is allocated to cities and local districts based on population. The City was allocated \$177,952 in Per Capita funds under the General Per Capita Program. Funds are intended for local park rehabilitation, creation, and improvement. Staff wishes to submit an application for the Olive Park project to utilize as matching funds toward the Proposition 68 Statewide Park Program (SPP) Grant application.

### DISCUSSION:

The Per Capita Program was placed on the ballot via Senate Bill 5 and approved by voters on June 5, 2018. It includes the General Per Capita Program and the Urban County Per Capita Program, which represent a combined total of over \$198 Million in funding. Allocations for each program are determined based on population of the cities, counties, or other eligible districts. The Program is administered by California State Park's Office of Grants and Local Services (OGALS) with the intent of supplementing existing capital outlay expenditures for recreational purposes. Funds from the Per Capita Program may also be used for acquisition.

The City has received an allocation of \$177,952. Staff attended a mandatory grant administration workshop on October 21<sup>st</sup> with OGALS. As a next step, OGALS has requested municipalities provide a Resolution approving application(s) as soon as possible. Per Capita Program applications are due by December 2021, with a project completion date of December 2023.

Staff is currently preparing a grant application for the Proposition 68 SPP for Olive Park. This project is a pocket park in the southeast quadrant located at the intersection of Olive Avenue and Knox Street. This City-owned parcel is approximately 0.5 acre. Staff envisions a mix of both active and passive elements, with potential opportunity for a playground and picnic area. Residents have worked with staff to participate in a five-meeting community-based planning process. Staff wishes to utilize the Per Capita Program funds as a grant match for the SPP Grant application for the Olive Park project. The inclusion of these funds toward this project indicates a financial commitment by the City and may strengthen the Proposition 68 park development application.

**FINANCIAL IMPACT:**

The Per Capita Program may require local matching funds depending on the project area. If the project is not serving a severely disadvantaged community (median household income less than 60 percent of the statewide average), a 20 percent match is required. The Olive Park site is located within a severely disadvantaged community; therefore, no match would be required and there would be no financial impact to the General Fund. Additionally, the Per Capita funds must supplement existing expenditures, not replace them. Since no funding source has been identified for the development of Olive Park, this would be considered an eligible project.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended actions support the following Vision Madera 2025 strategies:

- 121.10: Add facilities and amenities for the public.
- 404: Community Wellness: Promote increased community wellness.
- 411: Recreational Opportunities: Enhance and expand recreational activities available to Maderans.

**ALTERNATIVES:**

1. Council may elect to not approve the Resolution for Per Capita grant application(s) for the Olive Park project and may ask that staff focus efforts on another park project.
2. Council may request staff bring additional information back to a subsequent meeting.

**ATTACHMENTS:**

1. Resolution – Approving Application(s)

**RESOLUTION NO. 20 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
APPROVING THE APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

**WHEREAS**, the grantee will enter into a contract(s) with the State of California to complete project(s);

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Madera hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Madera general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Madera will consider a range of actions that include, but are not limited to, the following:
  - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
  - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
  - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

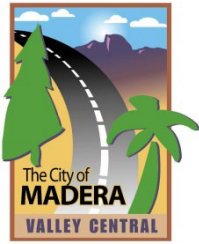
(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

\*\*\*\*\*



## REPORT TO CITY COUNCIL

A handwritten signature in blue ink, appearing to read "Keith Helmuth". The signature is written in a cursive style and is positioned above a horizontal line.

Keith Helmuth, Department Director

A handwritten signature in blue ink, appearing to read "Arnaldo Rodriguez". The signature is written in a cursive style and is positioned above a horizontal line.

Arnaldo Rodriguez, City Manager

**Council Meeting of:** December 16, 2020

**Agenda Number:** D-2

### **SUBJECT:**

Gateway Drive-Central Ave-3<sup>rd</sup> Street-E Street Sidewalk Improvements Project, Federal Project No. CML-5157(095), City Project No. R-38

### **RECOMMENDATION:**

Adopt a Resolution Approving the Contract Award for Gateway Drive-Central Ave-3<sup>rd</sup> Street-E Street Sidewalk Improvements Project, Federal Project No. CML-5157(095), City Project No. R-38 (Project), in the amount of \$383,857.00 to Witbro, Inc. dba Seal Rite Paving and Grading

### **SUMMARY:**

On November 10, 2020, the City received nine bids for the Project. Witbro, Inc. dba Seal Rite Paving and Grading (Seal Rite Paving) submitted the lowest responsive and responsible bid that meets the contract requirements. Funds for the Project are programmed in the Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2020/21. Therefore, it is recommended that Council award the project to Seal Rite Paving.

### **DISCUSSION:**

The Project consists of installation of sidewalk in the area bounded by Gateway Drive, Central Avenue, E Street and 3<sup>rd</sup> Street; see Project Location Map. A solar powered, pedestrian activated rectangular rapid flashing beacon system will be installed for the crosswalk on Gateway at Central Avenue. The project received federal Congestion Mitigation and Air Quality (CMAQ) grant funding because it promotes pedestrian travel from the residential areas south of the Fresno River and east of Gateway Drive to Rotary Park and other destinations north of the river.

The "Advertisement for Bids" for the project was duly noticed in the Madera Tribune Newspaper on October 10 and October 21, 2020. The bid documents (plans and specifications) were

distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and posted on EBidBoard.com, an online listing service for contractors accessible from the City’s website as well as to other contractors that regularly access EBidBoard’s website directly.

On November 10, 2020, the City received nine responses. All bids were checked for accuracy against bidding requirements of the bid documents and for validity of licenses and bid security. The bids received are listed in Table 1.

<b>Table 1: Bid Overview</b>	
<i>Bidder</i>	<i>Bid</i>
1. Witbro, Inc. dba Seal Rite Paving and Grading	\$383,857.00
2. Don Berry Construction, Inc.	\$407,256.00
3. Clean Cut Landscape, Inc.	\$422,111.00
4. JT2, Inc.. dba Todd Companies	\$436,750.00
5. Bush Engineering, Inc.	\$469,926.00
6. Advanced Concrete	\$481,958.40
7. FBD Vanguard Construction, Inc.	\$499,979.00
8. Avison Construction, Inc.	\$527,219.00
9. American Paving Co.	\$554,129.30
<i>Engineer’s Opinion of Cost</i>	<i>\$419,226.00</i>

Seal Rite Paving submitted the lowest, responsive and responsible bid that meets the contract requirements. Furthermore, to ensure there are opportunities for participation by Disadvantaged Business Enterprises (DBEs) there was an 11 percent contract goal of participation in the bidding process. As a requirement of the federal funds, the successful bidder is required to meet the goal or demonstrate that they made a good faith effort to meet that goal. Seal Rite Paving committed to a goal of 41 percent participation by a DBE subcontractor, Fresno Concrete.

The project budget and funding are outlined in Table 2.

<b>Table 2: Project Budget</b>	
<i>Projected Costs</i>	
Construction Contract – pending approval	\$383,857.00
Contingencies (15% of Contract Amount)	\$57,578.55
Construction Engineering, Inspection and Testing	\$58,000.00
<b>Total Costs</b>	<b>\$499,435.55</b>
<i>Funds Programmed in FY 20/21 CIP Budget</i>	
CMAQ (Account No: 41705070-7050)	\$324,000
Local Transportation Funds (LTF) (Account No: 42005330-7050)	\$195,000
<b>Total Budget</b>	<b>\$519,000</b>

**FINANCIAL IMPACT:**

There is no fiscal impact to the City’s General Fund. Funds for the project are programmed in the in the 2020/21 Fiscal Year Capital Projects Budget as outlined above.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

*Strategy 121:* Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

**ALTERNATIVES:**

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids. Failure to proceed with the project in a timely manner could jeopardize future awards of CMAQ funds.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit 1: Contract Agreement
2. Location Map

**ATTACHMENT 1**

Resolution

RESOLUTION NO. 20-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING THE CONTRACT AWARD FOR GATEWAY DRIVE -  
CENTRAL AVE - 3<sup>RD</sup> STREET - E STREET SIDEWALK IMPROVEMENTS  
PROJECT, FEDERAL PROJECT NO. CML-5157(095), CITY PROJECT NO. R-38,  
IN THE AMOUNT OF \$383,857.00 TO WITBRO, INC. DBA SEAL RITE  
PAVING AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING  
TO THE CONTRACT**

**WHEREAS**, on October 10 and October 20, 2020 the City of Madera (City) Engineering Department advertised a solicitation for bids for Construction of Gateway Drive-Central Ave-3<sup>rd</sup> Street-E Street Sidewalk Improvements Project, Federal Project No. CML-5157(095), City Project No. R-38, hereinafter referred to as “the Project”; and

**WHEREAS**, nine sealed bids were received on November 10, 2020, and opened by the City Engineer; and

**WHEREAS**, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2020/21.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.
3. The City finds that Witbro Inc. dba Seal Rite Paving and Grading (Seal Rite Paving) is the lowest responsible and responsive bidder.
4. The contract for the Project in the Amount of \$383,857.00 to Seal Rite Paving, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
5. Council authorizes Construction Contingencies of up to 15 percent as approved by the City Engineer.
6. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

**EXHIBIT 1**

Contract Agreement

## AGREEMENT

**THIS AGREEMENT**, made this 16<sup>th</sup> day of December, 2020, between the City of Madera, hereinafter called "**OWNER**", and Witbro, Inc. dba Seal Rite Paving & Grading, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**GATEWAY DRIVE-CENTRAL AVE-3RD STREET-E STREET SIDEWALK IMPROVEMENTS FEDERAL PROJECT NUMBER CML-5157(095) CITY PROJECT NO. R-38**"

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$385,857.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Bid Proposal
- (D) Bid Bond
- (E) Agreement
  - Agreement Attachment A; General Decision Number CA20200018
  - Agreement Attachment B; Form FHWA 1273
  - Agreement Attachment C; Appendix E of the Title VI Assurances
- (F) Payment Bond
- (G) Performance Bond
- (H) Insurance Requirements for Contractors
- (I) General Conditions
- (J) Special Conditions
- (K) State Standard Plans and Specifications ISSUE MAY 2015
- (L) Explanation of Bid Items, Technical Specifications
- (M) City of Madera Standard Specifications and Drawings
- (N) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**GATEWAY DRIVE-CENTRAL AVE-3RD STREET-E STREET SIDEWALK IMPROVEMENTS FEDERAL PROJECT NUMBER CML-5157(095) CITY PROJECT NO. R-38**" dated **OCTOBER 2020** including
  - Addendum No. 1 dated 10/29/2020
  - Addendum No. 2 dated 11/04/2020

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Four Hundred Dollars (\$400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter”.

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records 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

him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

**CONTRACTOR** agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the

work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**Contractor** obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**Contractor** agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Witbro, Inc. dba Seal Rite Paving & Grading**, may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Witbro, Inc. dba Seal Rite Paving & Grading** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **Witbro, Inc. dba Seal Rite Paving & Grading**;
2. A failure by **Witbro, Inc. dba Seal Rite Paving & Grading** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Witbro, Inc. dba Seal Rite Paving & Grading** to City.

In no event shall any payment by City or acceptance by **Witbro, Inc. dba Seal Rite Paving & Grading** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **Witbro, Inc. dba Seal Rite Paving & Grading** the repayment to City of any funds disbursed to **Witbro, Inc. dba Seal Rite Paving & Grading** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera  
Engineering Department 205 W. 4<sup>th</sup> Street  
Madera, Ca 93637

To the Contractor:

**Witbro, Inc. dba Seal Rite Paving & Grading**  
4237 W. Swift Avenue  
Fresno, Ca 93722

Notices. All notices and communications from the **Witbro, Inc. dba Seal Rite Paving & Grading** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Witbro, Inc. dba Seal Rite Paving & Grading** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Witbro, Inc. dba Seal Rite Paving & Grading** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City'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 venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City'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, City may be providing services to others unrelated to **City** or to this Agreement.

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Witbro, Inc. dba Seal Rite Paving & Grading** in connection to the Project and correctly sets forth the obligations of the City and **Witbro, Inc. dba Seal Rite Paving & Grading** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment-Neither the **Witbro, Inc. dba Seal Rite Paving & Grading** nor City will assign its interest in this Agreement without the written consent of the other.

30. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the

requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statutes protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

31. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

**City of Madera**  
Herein Called OWNER

By: \_\_\_\_\_  
Santos Garcia, Mayor

APPROVE AS TO FORM:

\_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk

BY: \_\_\_\_\_  
Herein Called CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D. No.

\_\_\_\_\_  
Contractor License Number

\_\_\_\_\_  
DIR Registration Number

Attachment A) General Wage Decision No. CA20200018 10/23/2020

Attachment B) Form FHWA 1273 required to be incorporated into all contracts with Contractors and Subcontractors.

Attachment C) Appendix E of the Title VI Assurances

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

## 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 \_\_\_\_\_)

On \_\_\_\_\_ 2020, before me, \_\_\_\_\_  
(insert name and title of officer)

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

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

WITNESS my hand and official seal.

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

# ATTACHMENT A

"General Decision Number: CA20200018 10/23/2020

Superseded General Decision Number: CA20190018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020

3	01/31/2020
4	02/07/2020
5	03/06/2020
6	03/13/2020
7	04/17/2020
8	06/05/2020
9	06/19/2020
10	06/26/2020
11	07/03/2020
12	07/10/2020
13	07/17/2020
14	07/24/2020
15	08/07/2020
16	08/14/2020
17	08/21/2020
18	09/04/2020
19	09/11/2020
20	09/18/2020
21	10/02/2020
22	10/09/2020
23	10/16/2020
24	10/23/2020

ASBE0016-004 01/01/2019

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 28.20	9.27
Area 2.....	\$ 36.53	9.27

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ASBE0016-008 01/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 71.16	23.39
Area 2.....	\$ 54.26	23.39

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BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 43.28	37.91
Area 2.....	\$ 39.68	35.71

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BRCA0003-001 08/01/2020

	Rates	Fringes
MARBLE FINISHER.....	\$ 36.53	17.08

-----  
BRCA0003-003 08/01/2020

	Rates	Fringes
MARBLE MASON.....	\$ 51.30	28.47

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\* BRCA0003-005 05/01/2020

	Rates	Fringes
BRICKLAYER ( 1) Fresno, Kings,		

Madera, Mariposa, Merced....\$ 43.68	22.19
( 7) San Francisco, San Mateo.....\$ 47.65	26.77
( 8) Alameda, Contra Costa, San Benito, Santa Clara.....\$ 49.42	22.70
( 9) Calaveras, San Joaquin, Stanislaus, Tuolumne.....\$ 45.12	21.55
(16) Monterey, Santa Cruz...\$ 45.88	25.02

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BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER.....\$ 37.58		17.33
TERRAZZO WORKER/SETTER.....\$ 48.53		26.84

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BRCA0003-011 04/01/2019

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....\$ 29.94		16.38
Area 2.....\$ 25.60		14.30
Area 3.....\$ 26.58		15.65
Tile Layer		
Area 1.....\$ 49.90		19.16
Area 2.....\$ 42.67		16.81
Area 3.....\$ 40.27		18.58

-----  
CARP0022-001 07/01/2020

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....\$ 52.65		30.82
Hardwood Floorlayer, Shingler, Power Saw		

Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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 CARP0034-001 07/01/2020

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 51.90	34.02
Diver standby.....	\$ 58.09	34.02
Diver Tender.....	\$ 57.09	34.02
Diver wet.....	\$ 101.42	34.02
Manifold Operator (mixed gas).....	\$ 62.09	34.02
Manifold Operator (Standby).\$	57.09	34.02

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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 CARP0034-003 07/01/2020

	Rates	Fringes
Piledriver.....	\$ 52.90	34.02

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 CARP0035-007 07/01/2019

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 27.46	22.14
Installer II.....	\$ 22.18	20.42
Lead Installer.....	\$ 30.91	22.64
Master Installer.....	\$ 35.13	22.64
Area 2		
Installer I.....	\$ 24.81	22.14
Installer II.....	\$ 20.01	20.42
Lead Installer.....	\$ 27.78	22.64
Master Installer.....	\$ 31.41	22.64
Area 3		
Installer I.....	\$ 23.86	22.14
Installer II.....	\$ 19.24	20.42
Lead Installer.....	\$ 26.66	22.64
Master Installer.....	\$ 30.08	22.64

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 CARP0035-008 08/01/2019

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

Rates	Fringes
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Drywall Installers/Lathers:		
Area 1.....	\$ 50.50	30.64
Area 2.....	\$ 44.62	30.64
Area 3.....	\$ 41.02	29.15
Area 4.....	\$ 43.77	30.64
Drywall Stocker/Scrapper		
Area 1.....	\$ 25.25	17.86
Area 2.....	\$ 22.31	17.86
Area 3.....	\$ 20.51	16.88
Area 4.....	\$ 21.89	17.86

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CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

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CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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CARP0217-001 07/01/2020

San Mateo County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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CARP0405-001 07/01/2020

Santa Clara County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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CARP0405-002 07/01/2020

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.83	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

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CARP0505-001 07/01/2020

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

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CARP0605-001 07/01/2020

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

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CARP0701-001 07/01/2020

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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CARP0713-001 07/01/2020

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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CARP1109-001 07/01/2020

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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ELEC0006-004 12/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.52	3%+19.05
Technician.....	\$ 46.60	3%+19.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0006-007 06/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 78.00	3%+35.96

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 ELEC0100-002 09/01/2020

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.00	24.85

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 ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS      Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be

installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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 ELEC0234-001 12/23/2019

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 51.47	26.64
Zone B.....	\$ 56.62	26.80

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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 ELEC0234-003 12/01/2019

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.93	21.09
Technician.....	\$ 49.37	21.28

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0302-001 02/25/2019

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 60.48	26.06
ELECTRICIAN.....	\$ 53.76	25.86

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 ELEC0302-003 12/01/2019

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.31	21.01
Technician.....	\$ 46.36	21.19

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0332-001 06/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 82.25	40.66
ELECTRICIAN.....	\$ 71.52	40.34

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

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 ELEC0332-003 12/01/2019

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.93	21.08
Technician.....	\$ 49.37	21.28

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0595-001 06/01/2020

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 69.00	3%+38.52
ELECTRICIAN.....	\$ 60.00	3%+38.52

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 ELEC0595-002 06/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 48.00	7.75%+25.33
ELECTRICIAN		
(1) Tunnel work.....	\$ 42.00	7.75%+25.33
(2) All other work.....	\$ 40.00	7.75%+25.33

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 ELEC0595-006 12/01/2019

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.93	3%+20.22
Technician.....	\$ 53.66	3%+20.22

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75'

above the lowest floor level having building access);  
excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-008 12/01/2019

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 35.25	3%+20.22
Technician.....	\$ 44.06	3%+20.22

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0617-001 06/01/2020

SAN MATEO COUNTY

	Rates	Fringes
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ELECTRICIAN.....\$ 66.00 39.77

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ELEC0617-003 12/01/2019

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....\$ 42.93		21.09
Technician.....\$ 49.37		21.28

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0684-001 06/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....\$ 41.00		3%+24.58

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC0684-004 12/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates	Fringes
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Communications System

Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC1245-001 06/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 47.24	19.59
(3) Groundman.....	\$ 36.12	19.19
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.78	34.765+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-001 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 50.65	30.74
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 43.55	30.74
GROUP 2		
Cranes.....	\$ 48.14	30.74
Oiler.....	\$ 36.36	30.39
Truck crane oiler.....	\$ 43.33	30.74
GROUP 3		

Cranes.....	\$ 46.40	30.74
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 43.06	30.74
GROUP 4		
Cranes.....	\$ 43.36	30.74
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39
GROUP 6		
Lifting devices.....	\$ 37.98	30.39
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 40.77	30.39

GROUP 1-A.....	\$ 43.24	30.39
GROUP 2.....	\$ 39.51	30.39
GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39
GROUP 5.....	\$ 35.90	30.39
UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39
GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39
GROUP 4.....	\$ 36.94	30.39
GROUP 5.....	\$ 35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and

including 100 tons; Derrick barge, 100 tons and under;  
Self-propelled boom-type lifting device, over 45 tons;  
Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu.  
yd.; Cranes 45 tons and under; Self-propelled boom-type  
lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck,  
non-rotating over 15 tons; Truck-mounted rotating  
telescopic boom type lifting device, Manitex or similar  
(boom truck) over 15 tons; Truck-mounted rotating  
telescopic boom type lifting device, Manitex or similar  
(boom truck) - under 15 tons;

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#### PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;  
Clamshell over 7 cu. yds.; Self-propelled boom-type lifting  
device over 100 tons; Truck crane or crawler, land or barge  
mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and  
including 100 tons; Clamshell up to and including 7 cu.  
yds.; Self-propelled boom-type lifting device over 45 tons;  
Truck crane or crawler, land or barge mounted, over 45 tons  
up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-  
propelled boom-type lifting device 45 tons and under;  
Skid/scow piledriver, any tonnage; Truck crane or crawler,  
land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;  
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-  
propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100

tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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#### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:  
 Area 1: Remainder  
 Area 2: Eastern Part

FRESNO COUNTY:  
 Area 1: Remainder  
 Area 2: Eastern Part

MADERA COUNTY:  
 Area 1: Remainder  
 Area 2: Eastern Part

MARIPOSA COUNTY:  
 Area 1: Remainder  
 Area 2: Eastern Part

MONTEREY COUNTY:  
 Area 1: Remainder  
 Area 2: Southwestern part

TUOLUMNE COUNTY:  
 Area 1: Remainder  
 Area 2: Eastern Part

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 ENGI0003-008 07/01/2019

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 47.88	33.10
(2) Dredge Dozer; Heavy duty repairman.....	\$ 42.92	33.10
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 41.80	33.10
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 38.50	33.10
AREA 2:		
(1) Leverman.....	\$ 49.88	33.10
(2) Dredge Dozer; Heavy duty repairman.....	\$ 44.92	33.10
(3) Booster Pump Operator; Deck		

Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 43.80	33.10
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 40.50	33.10

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County  
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with  
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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 ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS

NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

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IRON0377-001 07/01/2020

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO  
COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 42.50	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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IRON0433-005 07/01/2020

REMAINING COUNTIES

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00067-002 06/29/2020

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 25.05	12.00
LABORER (Lead Removal)		
Area A.....	\$ 33.07	25.30
Area B.....	\$ 32.07	25.30

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of

asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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 LAB00073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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 LAB00073-003 07/01/2020

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.84	23.71

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 LAB00073-005 06/25/2018

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1.....	\$ 29.75	22.31

GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types

(except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 20.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LAB00261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20

GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall

apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LAB00261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 35.37	20.70

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.  
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LAB00261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.  
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LAB00270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 30.54	23.65
Area B.....	\$ 29.54	23.65
Traffic Control Person I		
Area A.....	\$ 30.84	23.65
Area B.....	\$ 29.84	23.65
Traffic Control Person II		
Area A.....	\$ 28.34	23.65
Area B.....	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LAB00270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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 LAB00270-005 07/01/2020

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.84	23.71

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 LAB00270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
 HORTICULTURAL & LANDSCAPE

LABORERS - AREA B)		
(1) New Construction.....\$	29.54	23.20
(2) Establishment Warranty		
Period.....\$	23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1.....\$	29.75	22.31
GROUP 2.....\$	29.25	22.31
GROUP 3.....\$	28.66	22.31
GROUP 4.....\$	28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1.....\$	29.79	23.20
GROUP 2.....\$	29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No

joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and

similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00294-001 07/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 32.84	23.71

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LAB00294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LAB00294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist		

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

-----

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete

saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; Highscalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LAB00294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.  
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LAB00294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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LABORER (Plaster Tender).....\$ 31.02                    22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00304-002 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LAB00304-003 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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 LAB00304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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## LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work;

Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LAB00304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00324-002 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LAB00324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group.....	\$ 31.49	23.20

GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULURAL & LANDSCAPE  
LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete

saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; Highscalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LAB00324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LAB00324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 37.14	22.32

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB01130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83

GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB01130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20

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LAB01130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group.....	\$ 30.49	23.20

GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material.  
B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.  
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB01130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00
Work on a swing stage scaffold: \$1.00 per hour additional.		

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LAB01130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0016-001 01/01/2019

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 42.67	24.03

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-003 06/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 51.51	27.39
AREA 2.....	\$ 47.38	25.99

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PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

Rates	Fringes
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SOFT FLOOR LAYER.....\$ 48.60 27.43

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PAIN0016-015 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE  
COUNTIES

Rates Fringes

PAINTER  
Brush.....\$ 33.68 20.24

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00  
additional per hour. 100 to 180 ft above ground or water  
level \$4.00 additional per hour. Over 180 ft above ground  
or water level \$6.00 additional per hour.

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PAIN0016-022 01/01/2019

SAN FRANCISCO COUNTY

Rates Fringes

PAINTER.....\$ 46.29 24.03

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PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

Rates Fringes

GLAZIER.....\$ 40.00 26.76

-----  
PAIN0169-005 07/01/2020

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN  
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

Rates Fringes

GLAZIER.....\$ 52.17 30.55

-----  
PAIN0294-004 06/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 30.18	20.21
Drywall Finisher/Taper.....	\$ 40.10	25.00

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

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 PAIN0294-005 06/01/2020

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.30	21.42

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 PAIN0767-001 07/01/2020

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 40.61	30.76

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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 PAIN1176-001 07/01/2020

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 38.48	16.88

GROUP 2.....	\$ 32.71	16.88
GROUP 3.....	\$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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 \* PAIN1237-003 06/01/2020

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 39.61	22.59

-----  
 PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

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 PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

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 PLAS0300-005 07/01/2017

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 33.49 23.67

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PLUM0038-001 07/01/2020

SAN FRANCISCO COUNTY

Rates Fringes

PLUMBER (Plumber,  
Steamfitter, Refrigeration  
Fitter).....\$ 75.30 46.27

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PLUM0038-005 07/01/2019

SAN FRANCISCO COUNTY

Rates Fringes

Landscape/Irrigation Fitter  
(Underground/Utility Fitter).....\$ 63.04 31.48

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PLUM0062-001 07/01/2020

MONTEREY AND SANTA CRUZ COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER.....\$ 45.00 35.99

-----  
PLUM0159-001 07/01/2019

CONTRA COSTA COUNTY

Rates Fringes

Plumber and steamfitter  
(1) Refrigeration.....\$ 56.93 41.04  
(2) All other work.....\$ 57.82 41.04

-----  
PLUM0246-001 07/01/2020

FRESNO, KINGS & MADERA COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER.....\$ 42.65 34.64

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PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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 PLUM0342-001 07/01/2020

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER CONTRA COSTA COUNTY.....	\$ 67.75	42.50
PLUMBER, PIPEFITTER, STEAMFITTER ALAMEDA COUNTY.....	\$ 67.75	42.50

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 PLUM0355-004 07/01/2020

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 29.90	16.30
-----		
PLUM0393-001 07/01/2020		

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 66.66	44.83
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PLUM0442-001 07/01/2020		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 45.50	31.89
-----		
PLUM0467-001 07/01/2020		

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 70.00	37.86
-----		
ROOF0027-002 01/01/2020		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 31.11	14.41

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

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ROOF0040-002 08/01/2020		

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 44.38	19.69
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ROOF0081-001 08/01/2019		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 40.10	18.88
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ROOF0081-004 08/01/2020		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 39.73	19.11
-----		
ROOF0095-002 08/01/2020		

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 46.54	20.69
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 48.54	20.69
-----		
SFCA0483-001 07/29/2019		

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 65.52	32.67
-----		
SFCA0669-011 04/01/2020		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE

COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.95	25.63
-----		
SHEE0104-001 07/01/2020		

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

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SHEE0104-003 07/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42
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SHEE0104-005 07/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 40.38	43.47
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SHEE0104-007 07/01/2020

FRESNO, KINGS, AND MADERA COUNTIES:

Rates	Fringes
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SHEET METAL WORKER.....\$ 42.53 39.64

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SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

-----  
SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55

-----  
TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 31.68	27.86
GROUP 2.....	\$ 31.98	27.86
GROUP 3.....	\$ 32.28	27.86
GROUP 4.....	\$ 32.63	27.86
GROUP 5.....	\$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used

appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tourno rocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

# ATTACHMENT B

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**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 \$10 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 FHWA or the contracting agency 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.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# ATTACHMENT C

## Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

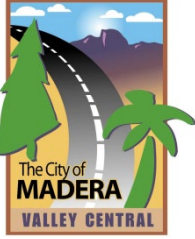
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**ATTACHMENT 2**

Location Map

# PROJECT MAP





## REPORT TO CITY COUNCIL

Approved by:

\_\_\_\_\_  
Daniel Foss, Department Director

\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

Council Meeting of: December 16, 2020

Agenda Number:     D-3    

### SUBJECT:

Madera Municipal Airport Runway 8-26 Runway Closure Markings

### RECOMMENDATION:

Adopt a resolution approving agreement with Anderson Striping and Construction Inc. relating to the Madera Municipal Airport Runway 8-26 Closure Markings

### SUMMARY:

Runway 8-26, commonly referred to as the cross-wind runway, is a restricted runway that the City has progressively worked to close for approximately 30 years. Today, it serves as a restricted runway for agricultural crop dusters. However, the Madera Municipal Airport is not receiving Federal Aviation Administration (FAA) funding for the runway and therefore it has not benefited from routine maintenance. This largely explains why the runway is not in ideal condition. As a result, in order to have the restricted runway reflected on our airport permit as a closed runway, Cal-Trans, Division of Aeronautics, has notified the City that it must apply proper runway closure markings.

The planned abandonment of Runway 8-26 can be found in the 2015 Madera Countywide Airport Land Use Compatibility Plan (ALUCP). The 2015 ALUCP presented the plan to officially abandon Runway 8-26 once its agricultural aerial applicator lease expired in 2019. On May 18, 2020, the FAA granted the Airport access to deactivate the 8-26 runway via a Letter of Deactivation also known as a 7480. These changes were discussed amongst the Airport Advisory Commission during August 26, 2015 and December 10, 2020 meetings.

It is noted that no modifications to the principal runway are anticipated, sans future enhancements to ensure that it continues to serve the local aviation community.

**DISCUSSION:**

To obtain the most cost-efficient firm to perform the job, Public Works obtained three bids from vendors during February of 2020. Based on the bids, it was recommended based on cost that the contract be awarded to Anderson Striping (see Table 1). The project would take approximately three days to complete. The process would include pre-existing striping removal, application of a seal coat, and installation of yellow X markings along the runway and taxiway. Worth noting is that the project will not commence until April or May 2020 due to inclement weather.

<b>Table 1: Vendor Bid Totals</b>	
Anderson Striping	\$15,325.00
T&T Pavement Markings	\$21,360.00
California Striping Service	\$23,555.00

**FINANCIAL IMPACT:**

This agreement will be financed by funds previously allocated in the Airport Operations Contracted Services budget.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Approval of this agreement is not addressed in the Vision or Action Plans and is not in conflict with the actions or goals contained in that plan.

**ALTERNATIVES:**

Council may:

- Not to approve the Madera Municipal Airport Runway 8-26 Runway Closure Markings.
- Request that staff reject the bids and request additional bids.

**ATTACHMENTS:**

1. Resolution
2. Map of Runway Closure
3. Anderson Striping and Construction Inc. Agreement
  - a. Exhibit A-Scope of Work
  - b. Exhibit B-Insurance Requirements

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING THE AGREEMENT WITH ANDERSON STRIPING  
AND CONSTRUCTION INC. RELATING TO MADERA MUNICIPAL AIRPORT  
RUNWAY 8-26 CLOSURE MARKINGS**

**WHEREAS**, the City determined in 2015 that Runway 8-26 would be abandoned once its agricultural aerial applicator lease expired in 2019; and

**WHEREAS**, the City has identified the need finalize the closure of runway 8-26 by applying runway closure markings; and

**WHEREAS**, the City engaged in a three bid process in order to select a service provider; and

**WHEREAS**, the City received three bids in response to its requests from three different service providers; and

**WHEREAS**, Anderson Striping has been identified as a firm having the necessary experience and qualifications to runway closure marking services; and

**WHEREAS**, the cost of service will be \$15,325; and

**WHEREAS**, the marking of runway 8-26 will enable the closure of the runway to be reflected on the Airport's permit from Cal-Trans, Division of Aeronautics.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the agreement with Anderson Striping and Construction Inc. relating to Madera Municipal Airport Runway 8-26 Closure Markings. A copy of the agreement is attached as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

Map of Runway 8-26 Closure



**AGREEMENT BETWEEN THE CITY OF MADERA AND ANDERSON STRIPING &  
CONSTRUCTION, INC., FOR MADERA MUNICIPAL AIRPORT RUNWAY 8-26 CLOSURE  
MARKINGS**

THIS AGREEMENT is made on December 16, 2020, by and between the CITY OF MADERA, a municipal corporation of the State of California, (“City”) and Anderson Striping & Construction, Inc. (“Service Provider”).

**RECITALS**

- A. The City is in need of Runway Closure Markings services and issued a Request for Quotes.
- B. Service Provider submitted a quote and represents and warrants that it has the experience and qualifications to provide services under this Agreement.
- C. After review and consideration, City desires to retain Service Provider to provide said services.

**AGREEMENT**

NOW, THEREFORE, the parties incorporate the foregoing recitals and agree as follows:

- 1. Services. Service Provider agrees to perform the services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on April 1, 2021.
- 2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies in accordance with the service requirements set forth in Exhibit A titled “\_Scope of Work\_” attached hereto and incorporated by reference.
- 3. Compensation.
  - A. Payment. Service Provider shall provide an invoice to the City for Services completed. Compensation shall be made for Services identified in the invoice that the City in its sole discretion, concludes has been satisfactorily performed. Payment shall be made within thirty (30) calendar days of receipt of the invoice, unless the City notifies the Service Provider that a dispute as to the invoice exists. Compensation for this Agreement shall not exceed \$15,325.

- B. Payment Limited to Satisfactory Services. Payments to Service Provider by City shall not excuse Service Provider from its obligation to replace unsatisfactory deliverables, including equipment, components, materials, or services even if the unsatisfactory character of such deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials, and services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Service Provider without delay at no cost to the City.
- C. Withhold Payments. If Service Provider fails to provide Services in accordance with Service Provider's obligation under this Agreement, the City may withhold any and all payments due Service Provider until such failure to perform is cured, and Service Provider shall not stop work as a result of the City's withholding of payments as provided herein.
- D. Audit and Inspection of Records. Service Provider agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Service Provider will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Service Provider shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Service Provider shall include the same audit and inspection rights and record retention requirements in all subcontracts.

4. Effective Date and Term of Agreement. This Agreement shall be effective on December 16, 2020 and shall continue in full force and effect through May 31, 2021, unless otherwise terminated earlier by one of the parties pursuant to Section 7 of this Agreement.

5. Independent Contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City. Service Provider acknowledges and agrees that at all times, Service Provider or any agent or employee of Service Provider shall be deemed at all times to be an independent

contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Service Provider, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Service Provider or any agent or employee of Service Provider shall not have employee status with City, not be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Service Provider or any agent or employee of Service Provider is liable for the acts and omissions of itself, its employees, and its agents. Service Provider shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Service Provider's performing services and work, or any agent or employee of Service Provider providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Service Provider or any agent or employee of Service Provider. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Service Provider's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Service Provider performs work under this Agreement

6. Insurance and Indemnity

6.1. Indemnification and Waivers. Service Provider shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Service Provider's performance of its obligations under this agreement or out of the operations conducted by Service Provider, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Service Provider's performance of this agreement, the Service Provider shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

6.2. Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera. A copy of the City's requirements for such insurance coverage is attached hereto as Exhibit "B".

7. Termination.

7.1 This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Service Provider shall be compensated for services

performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

7.2 City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

- a. An illegal use of funds by Service Provider;
- b. A failure by Service Provider to comply with any material term of this Agreement;
- c. A substantially incorrect or incomplete report submitted by Service Provider to City.

In no event shall any payment by City or acceptance by Service Provider constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Service Provider the repayment to City of any funds disbursed to Service Provider under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

All notices shall be mailed to the City:

City of Madera  
Public Works  
1030 South Gateway  
Drive  
Madera, CA 93637

To Service Provider:

Anderson Striping & Construction, Inc.  
P.O. Box 1014  
Kingsburg, CA. 93631

## 8. Compliance with Laws.

8.1 Laws Incorporated by Reference. Service Provider will comply with all applicable federal, state, and local laws in performing this Agreement. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement. Service Provider represents and warrants to the City that it has and will keep in effect during the term of this Agreement all licenses (including but not limited to, the City Madera business license), permits, and approval of whatever nature which are legally required to perform Service Provider's services.

- 8.2 Prevailing Wages. Service Provider shall comply with State of California prevailing wages laws.
- 8.3 Conflict of Interest. By executing this Agreement, Service Provider certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.
- 8.4 Proprietary Information. In the performance of Services, Service Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Service Provider, such information must be held by Service Provider in confidence and used only in performing the Agreement. Service Provider shall exercise the same standard of care to protect such information as a reasonably prudent Service Provider would use to protect its own proprietary or confidential information.
- 8.5 Nondiscrimination Requirements. Service Provider shall comply with all state and federal laws in the administration of this Agreement.
- 8.6 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Service Provider to remove from, City facilities personnel of any Service Provider or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.
- 8.7 Public Records Act. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

## 9. GENERAL PROVISIONS

- 9.1 Notices. All notices and communications from the Service Provider shall be to Public Works Operations Manager. All written notices shall be provided and addressed as indicated above.
- 9.2 Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.
- 9.3 Entire Agreement. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written provisions. Any changes to this Agreement requested by either City or Service Provider may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.
- 9.4 Attorney's Fees. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court.
- 9.5 Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.
10. Governing Law, Jurisdiction, Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the County of Madera.
11. Waiver. In the event that either party waives any breach of this Agreement, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other term, condition, or obligation.
12. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to the effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
13. Counterparts. This Agreement may be executed in counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement shall be effective upon transmission by any Party to the other parties of a fully signed facsimile copy of the Agreement after the formal approval by the governing body of the City. In case of any conflict, the counterpart maintained by the City shall be deemed to be determinative.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**CITY OF MADERA**

**NAME**

By: \_\_\_\_\_  
Santos Garcia, Mayor

By: \_\_\_\_\_  
Anderson Striping & Construction,

Inc.

ATTEST:

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

EXHIBIT A



CA #900497 – NV #56351A - OR #183320 – WA #ANDERSC920L5 – UT #10906540-5501

## **PAVEMENT MAINTENANCE PROPOSAL**

**PROJECT:**  
**Runway 8-26 Closure Markings**

4020 Aviation Dr  
Madera, CA 93637

**Proposal Number: 9442**

**Proposal Date: 11/13/2020**

**CLIENT:**  
City of Madera  
1030 South Gateway Drive  
Madera, CA 93637  
bmack@madera.gov  
(559)-662-4943

**PREPARED BY:**  
Erick Anderson  
Estimating Coordinator  
Anderson Striping & Construction  
eanderson@andersonstriping.com  
559-897-2760

**Scope of Work:**

**Total Proposal Price:  
\$15,325.00**

Project Estimated Time of Completion: 3 Working Days – **(Weekday)**

**Striping Removal (Grind and Seal) Grind and Remove:**

(2) R Letters (62'x22' each) (1,364 SF each)

(1) Runway Threshold Bar (150'x10') (1,500 SF each) 170' LF of Taxiway  
Centerline (6" wide)

(Total of 4,700 SF)

**Seal Coat**

Prepare approximately **4,700' SF** of asphalt surface area for seal coat by sweeping and removing all loose debris and dirt.

Apply ACE asphalt based emulsion to area of striping removal (4,700 SF)

**Striping**

Prepare surface for striping by air sweeping area of work. Layout using chalk and machine mounted lasers to achieve high quality marking.

Striping scope includes the NEW installation of pavement markings as designated below:

**(5) Runway X Markings (1,500 SF each) (Yellow)**

**(3) Taxiway X Markings (275 SF each) (Yellow)**

Please note: Anderson exclusively uses only top of the line industrial coatings. We utilize a solvent based paint, the premium material, on most jobs. Some projects require waterborne paint, another premium product, to be utilized – these include striping on new asphalt or concrete surfaces and when the ambient temperature exceeds 90 degrees during installation. Paint durability on concrete surfaces is not guaranteed.

Glass Beads not included in base price (Not specified on bid documents) To add Type 2 Glass Beads to all striping, add \$725.00

To add Type 3 Glass beads to all striping, add \$6,077.00

**Bid is based off of plans dated December 2019 Bid includes Prevailing Wages**

**Proposal Notes, Inclusions and Exclusions:**

This proposal **INCLUDES** all traffic control for the area of work. This encompasses all barricades, delineators, and flagmen as needed to protect the work area until the project is completed.

This proposal **INCLUDES** a 1 year warranty on all products. This warranty applies to workmanship or abnormal product deficiencies. This warranty does NOT cover normal wear and tear, whether due to traffic or other conditions, and it does not cover acts of vandalism or damage by the public.

This proposal **INCLUDES** Davis Bacon Prevailing Wages.

**This proposal EXCLUDES any work not expressly listed or defined.** Please review thoroughly and communicate any changes prior to acceptance of this proposal. Client satisfaction is our top priority!

This proposal EXCLUDES bonds, fees, testing, engineering, CASp ADA reporting, irrigation, landscaping, and weekend or overtime work unless explicitly noted. Anderson Striping & Construction Inc is not responsible for unforeseen damage to utilities or irrigation caused by work. Anderson Striping & Construction, Inc. does not guarantee the ADA compliancy of existing ADA parking areas. Anderson Striping & Construction, Inc. is not responsible for seal, paint or other material tracked or damaged by any other person than Anderson employees.

Construction area must be free and clear of any obstructions before we commence work. Additional time onsite caused by client delay or site discrepancies including but not limited to extensive cleaning or job prep will result in additional mobilization fees of **(\$2,500.00)** per day

This proposal is based on the prices and availability of resources, and is good for 30 days from the date proposed. Payment is due upon completion work. All pages of this document in it's entirety must be received prior to scheduling.

**Proposal Agreement:** We hereby propose to furnish and install the labor, material, equipment, supervision, tools and insurance to complete the scope of work in a thoroughly workmanlike manner for the scope agreed upon above.

By signing below you are agreeing that the scope of work, prices, conditions and specifications listed herein are acceptable and are giving Anderson Striping & Construction, Inc. notice to proceed with the work as listed.

**Total Price: \$15,325.00**

Signed: \_\_\_\_\_  
Anderson Striping & Construction, Inc.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Client Information Form**

Onsite Contact: \_\_\_\_\_ Phone Number \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Accounts Payable Phone Number: \_\_\_\_\_

Will a Purchase Order be needed for billing? Yes \_\_\_\_\_ PO# \_\_\_\_\_ NO \_\_\_\_\_

Will a New Vendor Setup be needed for billing? \_\_\_\_\_ Yes \_\_\_\_\_ No

Would you like invoice to be mailed, emailed or both? \_\_\_\_\_ Mailed \_\_\_\_\_ Emailed\_\_ Both

Client Billing Address:

Client Mailing Address (if different):

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

\_\_\_\_\_

**Payment is due and payable immediately upon completion of work unless otherwise specified and agreed upon herein.** As normal business practices, if Anderson Striping & Construction, Inc. does not receive payment within 15 days of the completion of the project or within 15 days of the payment terms agreed upon we will send a preliminary notice Pursuant to California Civil Code § 8034 (a), 8102, 8110, 8106, 8200 et seq.

**Payment Terms:** Upon Completion

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

Customer Initial: \_\_\_\_\_

Anderson Striping & Construction. Inc. Initial: \_\_\_\_\_

**PRELIMINARY INFORMATION:**

Property Owner:

Lender: \_\_\_\_\_

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

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

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

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

## EXHIBIT B

### Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

#### *Minimum Scope and Limits of Insurance*

Contractor shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

#### *Maintenance of Coverage*

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### *Proof of Insurance*

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

### *Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### *Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

### *Enforcement of Contract Provisions (non estoppel)*

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

### *Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

### *Notice of Cancellation*

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

### *Self-insured Retentions*

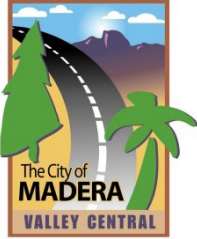
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

### *Timely Notice of Claims*

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

### *Additional Insurance*

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

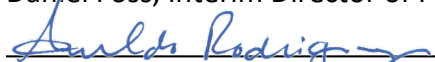


## REPORT TO CITY COUNCIL

Approved by:   
\_\_\_\_\_  
Daniel Foss, Interim Director of Public Works

Council Meeting of: December 16, 2020

Agenda Number:     D-4    

  
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

### SUBJECT:

Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. to Update the Waste Discharge Permit for the City's Wastewater Treatment Plant

### RECOMMENDATION:

Adopt a Resolution Approving Contract Amendment No. 1 to the Professional Engineering Consulting Services to Update the Waste Discharge Permit for the Wastewater Treatment Plant in the amount of \$157,000

### SUMMARY:

The City of Madera Wastewater Treatment Facility (WWTF) operates under Waste Discharge Requirements (WDR) Permit Order No. 95-046. The discharge permit has not been updated by the Regional Water Quality Control Board (Regional Board) since 1995. At the request of the Regional Board, on May 23, 2019, the City submitted a Report of Waste Discharge (RoWD) to the Regional Board to officially begin the WWTF discharge permit renewal process, and to incorporate the new treatment facilities (installed in 2006 and updated in 2019) into the new permit.

### DISCUSSION:

In 2018, the City contracted with Stantec Consulting Services, Inc. (Stantec) for Professional Engineering Consulting Services for the Update of the Waste Discharge Permit for the WWTF. At a cost not to exceed \$50,000 Stantec was to assist the City in the initial negotiations and preparation of a Report of Waste Discharge document, including engineering services, preparation of engineering documents, meetings, correspondence, and the preparation of the Waste Discharge (RoWD) document submitted to the Regional Board on May 23, 2019 to officially begin the WWTF discharge permit renewal process.

On August 19, 2019, the Regional Board responded to the RoWD by requesting additional information in order to consider the City's request to be permitted to discharge flows above 7 million gallons per day (MGD) (treatment processes installed in 2006 were designed to treat flow rates up to 10.1 MGD). The Regional Board requested a description of the hydrogeologic conditions (groundwater information), an evaluation on impacts to groundwater (anti-degradation analysis), an updated water balance, and a WWTF treatment capacity assessment to receive a discharge permit for flow rates over 7 MGD.

Although the population growth in the last decade averaged only 0.8 percent in the City, planned future developments could result in a higher growth rate if some speculative projects move forward. Consequently, the WWTF is projected to potentially treat wastewater flow rates higher than 7-MGD within 20-years. To avoid limiting the new permitted disposal capacity (and development potential) to 7 MGD, the City responded to the Regional Board's request on September 18, 2019, with a proposed work plan schedule to meet the requested information (the Regional Board approved the Workplan on December 20, 2019).

The work plan identified a need to install new groundwater monitoring wells because 7 of the 8 existing groundwater monitoring wells have been dry since 2015, resulting in insufficient data to provide an appropriate anti-degradation evaluation. As such, new monitoring wells need to be installed before any of the follow-up evaluation can take place. Once the wells are installed and groundwater sampling data can be analyzed, the City can respond to the Regional Boards request for information.

Implementation of this work plan requires specialized engineering support services for the new installations or repair of groundwater monitoring wells, sampling, testing and preparation of groundwater monitoring reports; the preparation of an Antidegradation Analysis, and a Wastewater Treatment Facility Capacity Assessment study and analysis.

On December 7, 2020, Stantec provided a proposal to provide the services identified above. A project to install groundwater monitoring wells and appurtenances as necessary per the recommendations for compliance with the Report of Waste Discharge (RoWD) was included in the FY 2020-21 Budget as CIP Project WWTP20-21. The proposed budget includes design services for the project, construction management and oversight costs.

**FINANCIAL IMPACT:**

There is no fiscal impact to the City's General Fund. The cost of Professional Engineering Consulting Services associated with this amendment in the amount of \$157,000 is budgeted under CIP Project WWTP20-21 in the Sewer Enterprise Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

This project is consistent with the Vision Madera 2025 Plan. Abundant Natural Resources - provide adequate sewage capacity to accommodate community growth and improve the quality of the water discharged from the facility.

**ALTERNATIVES:**

Although the population growth in the last decade averaged only 0.8 percent in the City, planned future developments could result in a higher growth rate if some speculative projects move forward. Consequently, the WWTF is projected to potentially treat wastewater flow rates higher than 7-MGD within 20-years. Should Council not approve this amendment, the City's Wastewater Treatment Facilities would be limited the current 7.0 million gallons per day treatment and disposal capacity.

**ATTACHMENTS:**

1. Resolution
2. Contract Amendment
  - a. Exhibit A-Professional Services Agreement Change Order

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING FIRST AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES RELATING TO THE PROFESSIONAL  
ENGINEERING CONSULTING SERVICES FOR THE UPDATE OF THE WASTE  
DISCHARGE PERMIT FOR THE CITY OF MADERA WASTEWATER  
TREATMENT PLANT**

**WHEREAS**, the City Council adopted Resolution No. 18-240 entering into an agreement with Stantec; and

**WHEREAS**, the existing agreement was to initiate the process of renewing the Wastewater Treatment Plant's Waste Discharge requirements permitting process; and

**WHEREAS**, after a more in-depth analysis and communication with the Central Valley Regional Water Quality Control Board, it has been determined that additional analysis is warranted to update the City of Madera's Wastewater Treatment Plant, Waste Discharge Permit; and

**WHEREAS**, Stantec has been identified as a firm having the necessary experience and qualifications to provide Professional Engineering Services; and

**WHEREAS**, the cost for the additional services is \$157,000.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. for Professional Engineering Consulting Services for the Update of the Waste Discharge Permit for the City of Madera Wastewater Treatment Plant.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPDATE OF THE WASTE DISCHARGE PERMIT FOR THE CITY OF MADERA WASTEWATER TREATMENT PLANT AGREEMENT**

This First Amendment to the Agreement titled “Professional Engineering Consulting Services for the Update of the Waste Discharge Permit for the City of Madera Wastewater Treatment Plant” dated 19 December 2018, is made and entered into this 16<sup>th</sup> day of December, 2020 between the City of Madera, hereinafter called “City,” and Stantec Consulting Services, Inc. hereinafter called “Consultant.”

**RECITALS**

WHEREAS, on December 19, 2018, CITY and Consultant entered into an Agreement for the Update of the Waste Discharge Permit for the City Wastewater Treatment Plant (“Agreement”); and

WHEREAS, during the course of performance of the Agreement, the Parties have determined that additional work is required; and

WHEREAS, City and Consultant wish to amend the Agreement to add to the scope of services and timeframes in the original Agreement and to increase compensation for the additional work per this First Amendment to Agreement (“First Amendment”).

**AGREEMENT**

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

SECTION 1. Section 2 of the Agreement titled “Scope of Work” provides for the services to be provided under the Agreement. The Parties agree that the Agreement is amended to provide that additional services will be performed by Consultant. The additional services and timeframes for performance are set forth in Exhibit A to this First Amendment which is incorporated by reference and which is titled “Reference: Scope of Work for Madera WWTF Permit Assistance, Contract Amendment” and dated December 7, 2020.

Section 2 Section 4 of the Agreement titled “Compensation” provides the compensation to be paid for services under the Agreement. The Parties agree that the Agreement is amended to provide that the compensation to be paid for the additional services as provide in Section 1 above shall be \$157,000 in accordance with the Project Budget and Task Summary Report in Exhibit A to this First Amendment.

SECTION 3. Except as amended by this First Amendment, all other terms and conditions of the Agreement remain in full force and effect.

SECTION 4. This First Amendment to Agreement shall be effective upon full execution by both Parties.

*Signatures on next page*

CITY OF MADERA  
A municipal Corporation of  
the State of California

CONSULTANT  
Steven L. Beck, PE  
Principal-in-Charge  
Stantec Consulting Services, Inc.

By: \_\_\_\_\_  
Santos Garcia, Mayor

By: \_\_\_\_\_  
Steven L. Beck

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

EXHIBIT A



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # "Stantec" Change Order No. 1 Stantec Consulting Services Inc. Date 07 December 2020

Stantec Project # 184031094
3875 Atherton Road
Rocklin, CA 95765
Ph: (916) 773-8100
email: steven.beck@stantec.com

Client City of Madera
Client Project #
1030 South Gateway Dr
Madera, CA 93637
Ph: (559) 662-4961
email: hmolina@cityofmadera.com

Project Name and Location: Update of the Waste Discharge Permit for the Madera WWTP

In accordance with the original Professional Services Agreement dated December 19, 2018 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

See attached scope of work, in Exhibit A.

Table with 2 columns: Description and Amount. Rows include Total fees this Change Order (\$157,000.00), Original agreement amount (\$50,000.00), and four Change Order Number entries (all \$-).

Total Agreement \$ 207,000.00

Effect on Schedule: All work to be Complete by July 2023

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

City of Madera

Steven L. Beck, PE, Sr. Principal
Print Name and Title

Print Name and Title

Signature [Handwritten Signature]

Signature

Date Signed: 12/07/2020

Date Signed:



**Stantec Consulting Services Inc.**  
3875 Atherton Road, Rocklin CA 95765-3716

**DECEMBER 07, 2020**

File: 184031094

**Attention: Humberto Molina**

City of Madera  
1030 S. Gateway Dr.  
Madera, CA 93637

**Reference: Scope of Work for Madera WWTF Permit Assistance, Contract Amendment**

Mr. Molina,

Stantec is submitting this proposal for Change Order No. 1 for the Madera Wastewater Treatment Facility (WWTF) Waste Discharge Permit Project.

**Background**

On May 23, 2019, the City submitted the Report of Waste Discharge (RWD) to the Regional Water Quality Control Board (Regional Board) to officially begin the WWTF discharge permit renewal process. On August 19, 2019, the Regional Board responded to the RWD requesting additional information in order for the City to discharge flows above 7.0 MGD (treatment processes installed in 2006 were designed to treat flow rates up to 10 MGD). The Regional Board requested a description of the hydrogeologic conditions (groundwater information), an evaluation on impacts to groundwater (anti-degradation analysis), an updated water balance, and a WWTF treatment capacity assessment to receive a discharge permit for flow rates over 7 MGD.

Although the population growth in the last decade averaged only 0.8 percent in the City, planned future developments could result in a higher growth rate if some speculative projects move forward. Consequently, the WWTF is projected to potentially treat wastewater flow rates higher than 7-MGD within 20-years. To avoid limiting the new permitted disposal capacity (and development potential) to 7 MGD, the City responded to the Regional Board's request on September 18, 2019, with a proposed work plan schedule to meet the requested information.

Since seven of the eight existing groundwater monitoring wells have been dry since 2015, resulting in insufficient data to provide an appropriate anti-degradation evaluation, new monitoring wells need to be installed before any of the follow-up evaluation can take place. Below is a task breakdown of work needed to accomplish the proposed work plan schedule (dates are based on a notice to proceed December 20, 2020).



December 07, 2020  
Mr. Molina  
Page 2 of 7

Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

## **Task 1 – Support Services for Groundwater Monitoring Well Installation**

### Task 1.1 Groundwater Monitoring Well Installation/Repair Workplan

This task includes evaluating the existing groundwater monitoring network, and where feasible, developing an appropriate strategy to either repair or reconstruct the network such that it provides groundwater elevation and quality data that are representative of both background/ambient and compliance (down gradient) sources. The intent of the monitoring network will be to provide data necessary to evaluate compliance with the WDRs and support a future Anti-degradation Analysis. Once completed, the workplan will be submitted to the Regional Board for Approval. The workplan will provide the design criteria for the monitoring wells such that bids from qualified drilling contractors can be obtained. Formal plans and specifications will not be prepared, as they are not required.

Our estimated time to complete the workplan is by March 2021.

### Task 1.2 – Monitoring Well Bidding Assistance

Stantec will assist the City in soliciting and reviewing bids from three C57 licensed well drilling contractors, to drill and install or repair the groundwater monitoring network pursuant to the Regional Board approved workplan. Stantec will conduct one pre-bid meeting for perspective drilling contractors. Stantec will review the bids and provide a recommendation to the City for award. Stantec will also solicit bids for groundwater monitoring and analytical services from a qualified sampler/California licensed analytical laboratory and provide a recommendation for award to the City.

For the purpose of this proposal, we have assumed that the City will use its contract surveyor to survey the location and casing elevation of each monitoring well, as required by the Regional Water Quality Control Board.

Our estimated time to complete bidding is by May 2021.

### Task 1.3 – Services During Well Construction

Stantec will provide field monitoring well construction services pursuant to the Regional Water Quality Control Board requirements for installing groundwater monitoring wells. These services will include the collection and logging of the subsurface lithology during drilling and monitoring the selected well drilling contractor during construction and development of the monitoring wells in order to assure they are installed pursuant to the Regional Board Approved workplan. The professional services fee associated with this project will depend on the number and depth of the wells being constructed.



December 07, 2020  
Mr. Molina  
Page 3 of 7

Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

The fee included herein is based on installing five new wells to an approximate depth of 200 feet below ground surface using the direct mud rotary drilling method, assuming up to 3 days to drill, construct, and develop each monitoring well. If additional wells are necessary or if difficult drilling conditions are encountered, additional time may be necessary and will be billed at rate not to exceed \$2,400 per day (which can be done, if previously authorized by the City, using the contingency task).

Our estimated time to complete construction is by November 2021

#### Task 1.4 – Monitoring Well Construction Report

Based on information gathered in Task 1.3, Stantec will prepare the Groundwater Monitoring Well Construction report for the newly constructed or repaired monitoring wells, pursuant to the Regional Water Quality Control Boards requirements. The report will summarize well drilling, construction, and development activities, provide detailed lithologic and well construction logs, as well as summarize the results of the City's monitoring well survey.

Our estimated time to complete the well construction report is by January 2022.

#### **Task 2 – Preparation of Quarterly Groundwater Monitoring Reports**

Stantec will prepare the quarterly groundwater monitoring reports for one year (Fourth Quarter 2020 through Third Quarter 2021). Each groundwater monitoring report will be prepared under the direction of a California Registered Geologist or Professional Engineer and contain the following: a summary of the groundwater monitoring results; a narrative of preparatory, monitoring, sampling, and analytical testing; calculation of groundwater elevation, assessment of groundwater contours, determination of gradient and flow direction, and comparison to previous events including any relevant discussion of trends; preparation of summary tables of water quality and elevation data; scaled map showing relevant facility features and monitoring locations; and copies of the laboratory analytical reports (sampling and lab analysis excluded from Stantec scope). Stantec will also prepare a groundwater monitoring database that will be used to track monitoring data for future statistical analysis.



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Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

### **Task 3 – Antidegradation Analysis**

#### Task 3.1 Statistical Analysis of Groundwater Monitoring Data

Stantec will provide a statistical analysis of groundwater monitoring data in order to evaluate facility compliance. Groundwater quality at compliance monitoring locations will be compared to both background/ambient groundwater quality as well as water quality goals for potable and agricultural use. In addition to groundwater elevation contours and gradient, available geochemical data collected from the groundwater monitoring wells and effluent will be used to further determine which wells are under the influence of wastewater disposal activities. This analysis will be prepared as a component of the facilities anti-degradation analysis. This statistical analysis will be based on a minimum of four quarterly groundwater monitoring events; however eight monitoring events are generally preferred. It is assumed that groundwater monitoring will begin immediately following well construction and during the fourth quarter of 2020.

Our estimated time to complete the well construction report is by March 2023

#### Task 3.2 Antidegradation Analysis Report

Using the above evaluation and below capacity assessment, Stantec will prepare an anti-degradation analysis that summarizes the potential impacts expanded flows (i.e. 20-year service area development at 2.5% growth) will have on the underlying groundwater for constituents of concern (salinity, nitrogen, and pathogens). Stantec will document the analysis in a report to be submitted to the Regional Board.

### **Task 4 – WWTF Capacity Assessment**

Stantec will analyze historical average and peak monthly influent flow rates and use the results as a basis for projecting future design conditions associated with the 20-year service area development (assuming 2.5% growth rate within the City, to accommodate Village D and other minor developments). Stantec will review the existing WWTF influent flows and loads (BOD, nitrogen, and TSS) data and compare it to design criteria of the existing secondary treatment and solids handling processes (scope excludes modeling processes and relies on original design criteria from design documents). Stantec will project anticipated City growth rate, based on current trends, to approximate a date at which the City will likely reach capacity of the existing secondary and solids handling processes. The analysis will be summarized in a capacity assessment memorandum for submittal to the Regional Board.



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Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

### **Task 5 – Updated WWTF Water Balance**

Using the projected future design influent flow rates determined in Task 4, the engineering team will forecast the monthly design 100-year influent flows (establishing the design influent flow for the critical 100-year influent by month). Each month will be less than a 100-year influent flow “month”, but the summation of the design monthly flows will represent the 100-year influent flow “year”. Based on local and regional statistical climatic conditions, Stantec will determine the best apparent estimates of total precipitation and evaporation at the WWTF for the design 100-year water balance. Using available geotechnical data and soil maps (for percolation rates) and WWTF operational experience, Stantec will forecast the monthly effluent disposal potential in the existing percolation ponds under the 100-year conditions.

The above information will be used to prepare the 100-year water balance calculation for the WWTF. This task will also identify whether the WWTF disposal potential is limited in wet season storage volume. Stantec will prepare a technical memorandum describing the input values and results of the water balance, for submittal to the Regional Board.

### **Task 6 – Contingency**

As-needed contingency hours are budgeted to address potential project tasks that may be required in the permit renewal. The hours budgeted under Contingency will only be utilized after receiving authorization from the City of Madera.



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Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

## PROJECT BUDGET AND TASK SUMMARY REPORT

The following table provides an estimate of budget needed to complete the permitting services for Change Order 1 tasks, identified above:

<b>Change Order 1 Description</b>	<b>Fee</b>
Task 1, Support Services for Groundwater Monitoring Well Installation	
Task 1.1, Groundwater Monitoring Well Installation/Repair Workplan	\$8,000
Task 1.2, Monitoring Well Bidding Assistance	\$6,000
Task 1.3, Services During Well Construction	\$36,000
Task 1.4, Monitoring Well Construction Report	\$10,000
<b>TASK 1 SUBTOTAL</b>	<b>\$60,000</b>
Task 2, Preparation of Quarterly Groundwater Monitoring Reports	\$10,000
Task 3, Antidegradation Analysis	
Task 3.1, Statistical Analysis of Groundwater Monitoring Data	\$10,000
Task 3.2, Antidegradation Analysis Report	\$15,000
<b>TASK 3 SUBTOTAL</b>	<b>\$25,000</b>
Task 4, WWTF Capacity Assessment	\$25,000
Task 5, Updated WWTF Water Balance	\$20,000
Task 6, Contingency*	\$17,000
<b>Change Order 1 Total Fee</b>	<b>\$157,000</b>

\*Task 6 provides the City of Madera a prudent allowance for additional services that may be requested by client during the project. Stantec will not use this contingency without written authorization from the City.

Change Order 1 will be conducted on a time and materials basis, using Stantec's most current Fee Schedule, in an amount not to exceed \$157,000. Task 6 is a contingency fund that will not be used without written authorization from the City of Madera. We propose amending our existing, December 2018, Professional Services Agreement with the City to include the tasks described in this proposal. Please do not hesitate to contact me with any questions you may have regarding this proposal.



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Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

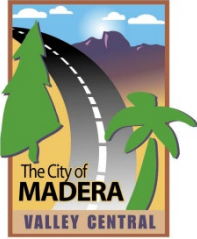
Regards,

**STANTEC CONSULTING SERVICES INC.**

Steven L. Beck, P.E.  
Senior Principal  
Phone: (916) 773-8100  
Fax: (916) 773-8448  
Steven.Beck@stantec.com

**STANTEC CONSULTING SERVICES INC.**

Beth Cohen, P.E.  
Project Manager  
Phone: (916) 773-8100  
Fax: (916) 773-8448  
Beth.Cohen@stantec.com



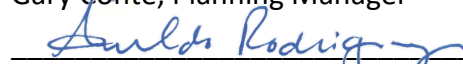
## REPORT TO CITY COUNCIL

**Approved by:**



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Gary Conte, Planning Manager



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Arnoldo Rodriguez, City Manager

**Council Meeting of:** December 16, 2020

**Agenda Number:** D-5

**SUBJECT:**

Submittal of Local Early Action Planning Grants Program (LEAP) Grant Application in the amount of \$300,000

**RECOMMENDATION:**

Adopt a Resolution authorizing application for, and receipt of, Local Government Planning Support Grant Program funds

**SUMMARY:**

The Local Early Action Planning Grants Program (LEAP) is part of the broader Program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019/20 Budget Act. In the 2019/20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to do their part in prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, the California Housing and Community Development (HCD) Department established the LEAP with \$119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production.

**DISCUSSION:**

The program will provide grants through a noncompetitive, over-the-counter process to eligible local governments (cities and counties) who meet the following requirements:

1. Submit the required resolution with the application before January 31, 2021;
2. Propose a project that will demonstrate an increase in housing related planning activities and facilitate accelerated housing production;
3. Completed or proposed activities consistent with the state or other planning priorities;
4. Meet all other requirements contained in the HCD's LEAP application.

The 2019-20 Budget Act provides a spectrum of support, incentives, resources and accountability to meet California's housing goals. Some specific elements include:

- Planning Support (local and regional planning grants)
- Incentives (Pro-housing preference and infill incentive grants)
- Funding resources
- Accountability (penalties for noncompliant housing grants)
- Reform (collaborative processes to reform regional housing needs)

The City received SB2 grant funding from HCD to begin development of a Master Plan (MP). More specifically, the Department is working on the creation of the North Madera Master Plan (NMMP) for 1,906 acres of land located within the City's Sphere of Influence, directly to the north of the City limits. The areas surround Matilda Torres High School. Given the alignment of goals between SB2 and LEAP, the Department proposes to further support the development of the MP, with LEAP funding.

The MP will be a community-based planning document used to facilitate housing production through practical planning practices that provide for a walkable, liveable and sustainable community. The MP will consist of planning activities and implementation methods composed of a prezone, General Plan Amendment, a Public Facilities Financing Plan (PFFP) and an annexation strategy.

Implementation of the NMMP will facilitate a logical outward urban growth that ensures acceleration in housing production and increase housing opportunities in mixed land use densities for a broad base of private, public and quasi-public, and not-for-profit developers, with access to public goods and services.

The North Madera Master Plan could include the following activities:

- Pre-zoning: Pre-zoning of the Master Plan area will be completed in advance of an application to the Local Agency Formation Commission (LAFCO) for annexation of the project area.
- General Plan Amendment: Implementation of sustainable growth strategies through a General Plan Amendment changing land use designations so as to allow for consistency between land use and respective zoning designations.
- The General Plan Amendment will strive to identify parcels that will provide for higher residential densities in conjunction with access to the necessary goods and services including schools, parks, commercial sites.
- PFFP: the MP will identify an infrastructure financing plan with specific funding mechanisms as development occurs.
- Annexation Strategy: the annexation strategy will identify annexation areas, timelines and public outreach methods particular to property owners wishing to annex into the City. Existing and planned public infrastructure will be used to determine phasing of annexation. Though a single annexation is desired, it may be possible that the annexation strategy may occur in more than two phases.

- Phase 1: Areas 1A & 2
- Phase 2: Areas 3A & 4
- Environmental: Mitigated Negative Declaration

*Anticipated Outcomes:*

Project outcomes upon receiving the full grant award is to develop the NMMP, which will identify necessary planning activities that will streamline housing development. The NMMP will also be an instrumental document used in implementing the Madera Vision 2025 Plan to provide for “A Well-Planned City” and the General Plan’s goal in providing liveable, walkable and sustainable communities.

The goal of the planning activities is to provide for focused land use planning, facilitate cohesive development in opportunity areas and draft and implement the PFFP that supports and accelerates housing infrastructure in the City. The NMMP will identify an appropriate General Plan Amendment which provides for a greater number of housing units within medium and high densities.

**FINANCIAL IMPACT:**

Approval of the LEAP grant application and Resolution will not have a direct financial impact on the General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The LEAP grant application for the NMMP promotes the following Strategy:

- Strategy 101.8: Promote and encourage development and redevelopment of low- and moderate-income housing.

**ALTERNATIVES:**

Potential Council alternatives include:

- Deny approval of the Resolution.
- Direct staff to find alternative strategies to support the State’s goal to facilitate acceleration of housing production.
- Direct staff to not submit the LEAP grant application.
- Direct staff to not pursue the development of the NMMP, rezoning, amendments, PFFP and annexation strategy.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. 20-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT  
PLANNING SUPPORT GRANT PROGRAM FUNDS**

**WHEREAS**, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

**WHEREAS**, the City Council of the City of Madera desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

**WHEREAS**, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

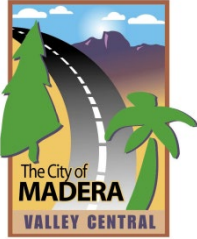
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA ("APPLICANT")  
RESOLVES AS FOLLOWS:**

**SECTION 1.** The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

**SECTION 2.** In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Madera is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$300,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

**SECTION 3.** The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

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## REPORT TO CITY COUNCIL

**Approved by:**

*Arnoldo Rodriguez*  
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 Arnoldo Rodriguez, City Manager

**Council Meeting of:** December 16, 2020

**Agenda Number:**         D-6        

**SUBJECT:**

Appointing a Third Councilmember to the City's Cannabis Ad-Hoc Committee

**SUMMARY:**

Staff Recommends that the City Council Approve a Minute Order appointing a third Councilmember to serve on the Cannabis Ad-Hoc Committee. A vacancy occurred with the parting of Mayor Andy Medellin. Existing members include Mayor Santos Garcia and Councilmember Jose Rodriguez.

**DISCUSSION:**

On July 5, 2018, the Council established a Council Ad-Hoc Committee to investigate the potential of permitting cannabis related industry and/or industries in the City.

Commercial and industrial cannabis operators have expressed an interest; however, such projects are not permitted under the City's existing regulations. Hypothetical projects at varying scales have been described, including distribution, cultivation, processing, and retail.

On July 15, 2020 the Council passed a resolution submitting to the city voters a ballot measure, known as Measure R, to establish a business tax on businesses which sell, distribute, manufacture, and cultivate cannabis including industrial hemp and hemp products. Measure R was placed on the ballot for the November 3, 2020 election and received a 67 percent approval from voters.

Any additional amendments to the existing regulations would require a public hearing and action by a quorum of the Council.

**RECOMMENDATION:**

Appoint a third Councilmember to the City's Cannabis Ad-Hoc Committee.

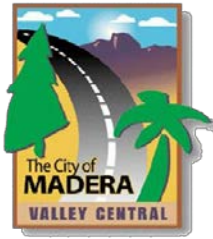
**FINANCIAL IMPACT:**

No fiscal impact will result from the appointment of an ad-hoc committee as committee members do not receive additional benefits.

**ALTERNATIVES:**

Potential alternatives include:

1. Do not appoint a third Councilmember to the Committee, leaving the Committee with two members.
2. Direct that the Ad-Committee be dissolved.

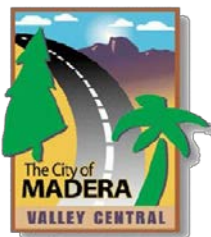


## **Madera City Council Agenda 12/16/20**

### **Agenda Item E-1**

Presentation by Finance Director On Savings Achieved by Refinancing the City's 2006 California Infrastructure and Economic Development Bank (CIEDB) Wastewater Loan in the amount of \$6,497,000, with a potential annual savings of \$23,000 to the Sewer Enterprise Fund

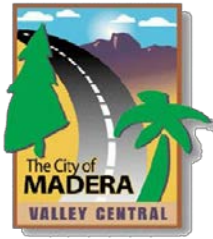
**There is no written report for this item.**



**Madera City Council Agenda 12/16/20  
Agenda Item E-2**

Seek Direction Regarding the 2021 Regular City Council Meeting Schedule  
(Report by Arnolando Rodriguez)

**There is no written report for this item.**



**Madera City Council Agenda 12/16/20  
Agenda Item E-3**

Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnolando Rodriguez)

**There is no written report for this item.**