



156 S. Broadway, Ste. 270, Turlock, CA 95380

(209) 538-5688 (phone) (209) 668-5695 (fax)

Special Board Meeting Agenda

May 16, 2022 at 3:30 p.m.

156 S Broadway, Turlock, CA, Second Floor, Yosemite Conference Room

Chair, Amy Bublak
Vice Chair, Javier Lopez
Director, Pam Franco
Director, Bret Silveira
Director (alternate), James Casey
Director (alternate), Nicole Larson

General Manager, Robert Granberg
Interim Legal Counsel, Richard P. Shanahan
Finance Director, Isaac Moreno
Board Secretary, Angelica Gonsalves

THE CHAIR OF THE STANISLAUS REGIONAL WATER AUTHORITY GOVERNING BOARD HAS CALLED A SPECIAL MEETING OF THE BOARD FOR THE DATE, TIME, LOCATION, AND BUSINESS AS SET FORTH IN THIS AGENDA.

THIS MEETING WILL BE OPEN TO THE PUBLIC. SEATING CAPACITY WILL BE LIMITED TO THE FIRST 14 PEOPLE, ON A FIRST COME FIRST SERVE BASIS. COMPLIANCE WITH ALL HEALTH & SAFETY GUIDELINES INCLUDING COVID-19 SCREENING, TEMPERATURE CHECKS, FACE COVERINGS, AND PHYSICAL DISTANCING MEASURES WILL BE REQUIRED FOR IN-PERSON ATTENDANCE. PLEASE PLAN TO ARRIVE APPROXIMATELY 15 MINUTES PRIOR TO THE SCHEDULED MEETING START TIME TO ALLOW FOR SCREENING PROCESSES.

OR

JOIN BY CLICKING ON THE MEETING

LINK: <https://us02web.zoom.us/j/95105738084?pwd=RElpd0EyKzMxZiQ4VmVkRExIS1M0Zz09>
Passcode: 9510573808

OR

JOIN BY ACCESSING THE ZOOM WEBSITE: <https://zoom.us/join>
WEBINAR ID: 951 0573 8084 Passcode: 9510573808

OR

JOIN BY TELEPHONE: 669-900-6833
WEBINAR ID: 951 0573 8084 Passcode: 9510573808

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Stanislaus Regional Water Authority (SRWA) meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, contact the Board Secretary at the phone number set forth above. The Board is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the Board to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Board on any item appearing on the agenda, including Consent Calendar and Scheduled Matters, before or during the Board's consideration of the item.

AGENDA PACKETS: Prior to the Stanislaus Regional Water Authority Board meeting, a complete Agenda Packet (excluding any closed session materials) is available for review on the SRWA's website at www.stanrwa.com and in the Board Secretary's Office at 156 S. Broadway, Suite 270, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are also available for public inspection in the Board Secretary's Office at the address set forth above. Such documents may be available on the SRWA's website subject to staff's ability to post the documents before the meeting.

1. A. CALL TO ORDER
- B. SALUTE TO THE FLAG
- C. ROLL CALL
2. RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS: None
3. A. SPECIAL BRIEFINGS: None
- B. STAFF UPDATES:
 1. General Manager Update (*Granberg*)
 2. Finance Director Report (*Moreno*)
- C. PUBLIC PARTICIPATION: This time is set aside for members of the public to address the Board concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Board addresses the matter.
4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS
5. CONSENT CALENDAR: Information concerning the Consent items listed below has been forwarded to each Board member prior to this meeting for study. Unless the Chair, a Board member, or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Board. The action taken by the Board in approving the Consent items is set forth in the explanation of the individual items.
 - A. *Motion: Approving minutes of special meeting of March 7, 2022*
 - B. *Motion: Ratifying General Manager letter of support regarding Senate Bill 991 (Progressive Design-Build Contracting) (Granberg)*
6. PUBLIC HEARINGS: None
7. SCHEDULED MATTERS:
 - A. *Motion: Directing the General Manager to sign a Memorandum of Understanding with Stanislaus County for County Participation in Pavement Restoration of Fox Road and Berkeley Road. (Granberg)*
 - B. *Review and discussion of South San Joaquin Irrigation District letter of expression of interest concerning project operations. (Granberg)*
8. MATTERS TOO LATE FOR THE AGENDA
9. BOARD ITEMS FOR FUTURE CONSIDERATION

10. **BOARD COMMENTS:** Board members may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.
11. **NEXT MEETING DATE:** June 16, 2022, Regular meeting in Ceres
12. **CLOSED SESSION:** None
13. **ADJOURNMENT**



3B2
May 16, 2022

To: SRWA Board
From: Isaac Moreno, Finance Director
Subject: Financial Summary as of May 10, 2022

Attached Financial Documents include:

Activity for YTD Fiscal June 30, 2021

No changes from January report.

Activity for YTD Fiscal June 30, 2022

1 - SRWA financial status as of 5-10-2022 for the 2021-22 fiscal year (Exhibit A):

Revenue received from the participating agencies \$75,030,000
Prop 68 and SRF proceeds \$63,347,297
Expenses paid total \$62,201,101.93

2 - SRWA financial status - project-to-date as of 5-10-2022 (Exhibit B):

Revenue life to date totals \$205,478,101.68 which is composed of:
Contributions from participating agencies \$142,001,300.37
Draws on SRF proceeds \$35,597,297
Prop 68 Grant proceeds \$27,750,000
Interest income \$129,504.31

Expenses project-to-date total \$120,734,760.29
Cumulative unexpended Revenues \$ 84,743,341.39

The proceeds from the draws four, five, six and seven are expected to be received prior to the end of the fiscal year totaling \$27,993,325.71. These payments will be allocated as follows:

Turlock	\$13,968,490.44
Ceres	\$13,964,835.27

No addition draws are expected to be received until September 2022.

Unpaid Invoices received as of 2-11-2022

None

Stanislaus Regional Water Authority

For FY 2021-22 (Updated 5-10-2022)

Account Name	Original Budget	Amendments	Amended Budget 2021-22	Unaudited Actual 2021-22	Ceres	Turlock	TID	Other Proceeds	Totals for 2021-22
REVENUES									
Interest Income			0		0.00	0.00	0.00		0.00
34910 Integrated Water Mgmt Grant	1,450,225		1,450,225						
34911 Water Smart Grant	1,478,440		1,478,440						
34900_001 Agency Contribution - City of Turlock	303,100		303,100	48,775,000.00		48,775,000.00			48,775,000.00
34900_002 Agency Contribution - City of Ceres	371,520		371,520	24,795,000.00	24,795,000.00				24,795,000.00
34900_004 Agency Contribution - Turlock Irrigation District	1,000		1,000	1,460,000.00			1,460,000.00		1,460,000.00
34912 Prop 68 Grant for Surface Water Project			0	27,750,000.00				27,750,000.00	27,750,000.00
35440 SRF Funding Proceeds	112,836,795		112,836,795	35,597,297.00				35,597,297.00	35,597,297.00
Total Revenues	116,441,080	0	116,441,080	138,377,297.00	24,795,000.00	48,775,000.00	1,460,000.00	63,347,297.00	138,377,297.00
EXPENSES									
Pre-Treatment Plant Construction Project Expenses (950-53-552)									
43060_012 Contact Services Program Mgmt	277,900		277,900	170,577.18	82,602.84	87,949.59	24.75		170,577.18
43195 Special Legal Counsel	25,000		25,000	12,366.19	6,183.10	6,183.09			12,366.19
43332 Permitting	7,000		7,000		0.00	0.00			0.00
43332_002 Permitting - Water Rights Acquisition	5,000		5,000						0.00
45002_000 TID - electrical service	720		720	217.50	72.49	145.01	0.00		217.50
51001 Property Acquisition - facility site			0		0.00	0.00	0.00		0.00
51001 Property Acquisition - infiltration gallery			0		0.00	0.00	0.00		0.00
51001 Property Acquisition - Geer Road easement			0		0.00				0.00
51001 Property Acquisition - delivery facilities			0		0.00	0.00			0.00
Treatment Plant Construction - SRF funding eligible (950-53-553)									
43060_012 Contract Services - Program Mgmt Services	1,863,480		1,863,480	565,347.18	230,308.18	324,398.06	10,640.94		565,347.18
43195 Special Legal Counsel	50,000		50,000	16,198.53	7,939.71	7,939.72	319.10		16,198.53
43329 Environmental Services	184,940		184,940	51,757.26	22,009.46	22,054.78	7,693.02		51,757.26
43332 Permitting	133,000		133,000	5,596.00		5,596.00			5,596.00
51802_001 Regional Trtmt Plant - Design/Build Contract	113,006,185		113,006,185	60,922,120.49	21,625,640.04	38,557,723.87	738,756.58		60,922,120.49
51802_002 Regional Trtmt Plant - Contract Management	527,855		527,855	290,915.79	94,111.26	191,073.49	5,731.04		290,915.79
Administrative Expenses (950-53-552)									
43055_002 Consultant Audit	10,000		10,000		0.00	0.00			0.00
43060_021 Contract Services General Manager	300,000		300,000	160,040.81	80,020.41	80,020.40			160,040.81
43060_023 Contract Services Watershed Sanitary Survey			0	1,785.00	892.50	892.50			1,785.00
43105_003 Interdepartmental Admin Support			0						
Clerical	17,500		17,500		0.00	0.00			0.00
Financial/Accounting	25,000		25,000		0.00	0.00			0.00
44001_000 Supplies	300		300		0.00	0.00			0.00
44035 Photocopies	500		500		0.00	0.00			0.00
44040_000 Postage	500		500		0.00	0.00			0.00
47010 Bank Charges	700		700		0.00	0.00			0.00
47040_000 Dues	4,500		4,500	4,180.00	2,090.00	2,090.00			4,180.00
47095_000 Training	1,000		1,000		0.00	0.00			0.00
Total Expenditures	116,441,080	0	116,441,080	62,201,101.93	22,151,869.99	39,286,066.51	763,165.43	0.00	62,201,101.93
Revenues Over (Under) Expenditures	0	0	0	76,176,195.07	2,643,130.01	9,488,933.49	696,834.57	63,347,297.00	76,176,195.07

0.00

SFR Proceeds 35,597,297.00
 Prop 68 Grant Proceeds 27,750,000.00
 Current year revenue available for current invoices 12,828,898.07

Stanislaus Regional Water Authority

Project to Date (updated as of 5-10-2022)

3B2

	City of Ceres	City of Turlock	TID	Other Proceeds	Project to Date Total Since Dec 2015	Actuals Thru 6/30/2021	Actuals For 2021-22	Total
Agency Contributions								
Received from Agencies - through 6-30-2021	22,834,297.10	41,311,287.50	2,825,715.77		66,971,300.37	66,971,300.37		66,971,300.37
Received from Agencies - 2021-22	24,795,000.00	48,775,000.00	1,460,000.00		75,030,000.00		75,030,000.00	75,030,000.00
Interest Income	62,668.42	65,334.19	1,501.70		129,504.31	129,504.31		129,504.31
Prop 68 Grant Proceeds				27,750,000.00	27,750,000.00		27,750,000.00	27,750,000.00
SRF Proceeds				35,597,297.00	35,597,297.00	0.00	35,597,297.00	35,597,297.00
Total Revenue	47,691,965.52	90,151,621.69	4,287,217.47	63,347,297.00	205,478,101.68	67,100,804.68	138,377,297.00	205,478,101.68
Expenditures								
Pre-Treatment Plant Construction Project Expenses (950-52-553)								
Government Relations	(74,723.55)	(74,723.55)	0.00		(149,447.10)	(149,447.10)	0.00	(149,447.10)
Environmental Services (Phase I)	(250,664.65)	(250,664.65)	(32,520.11)		(533,849.41)	(533,849.41)	0.00	(533,849.41)
Project Management Services	(3,422,378.58)	(3,570,290.70)	(169,093.63)		(7,161,762.91)	(6,991,185.73)	(170,577.18)	(7,161,762.91)
Special Legal Expenses	(221,853.65)	(221,853.65)	(5,302.43)		(449,009.73)	(436,643.54)	(12,366.19)	(449,009.73)
Wet Well Design (West Yost)	(166,904.88)	(206,872.74)	(93,444.40)		(467,222.02)	(467,222.02)	0.00	(467,222.02)
Fees to Stan County-CEQA related to wet well	(1,136.63)	(1,136.62)	0.00		(2,273.25)	(2,273.25)		(2,273.25)
Permitting	(17,768.08)	(17,768.09)	0.00		(35,536.17)	(35,536.17)	0.00	(35,536.17)
Permitting - Water Rights Acquisition	(36,240.88)	(36,240.89)	0.00		(72,481.77)	(72,481.77)	0.00	(72,481.77)
Water Shed Survey	(40,660.67)	(40,660.67)	0.00		(81,321.34)	(81,321.34)	0.00	(81,321.34)
Property Acquisition - facility site	(479,756.19)	(959,656.32)	0.00		(1,439,412.51)	(1,439,412.51)	0.00	(1,439,412.51)
Property Acquisition - infiltration gallery	(246,925.80)	(493,925.69)	0.00		(740,851.49)	(740,851.49)	0.00	(740,851.49)
Property Acquisition - Geer Road easement	(92,272.49)	(145.01)	0.00		(92,417.50)	(92,200.00)	(217.50)	(92,417.50)
Property Acquisition - delivery facilities	(7,393.88)	(7,393.88)	0.00		(14,787.76)	(14,787.76)	0.00	(14,787.76)
Wet Well Construction								
Construction Contract	(1,888,242.96)	(3,769,413.84)	(1,414,414.20)		(7,072,071.00)	(7,072,071.00)	0.00	(7,072,071.00)
Construction Management	(145,962.80)	(291,378.94)	(109,335.45)		(546,677.19)	(546,677.19)	0.00	(546,677.19)
Environmental (Phase II)	(103,524.75)	(155,193.07)	(47,798.97)		(306,516.79)	(306,516.79)	0.00	(306,516.79)
Contractor Financial Evaluation	(18,944.30)	(18,944.30)	(761.40)		(38,650.00)	(38,650.00)	0.00	(38,650.00)
TID - electrical service	(1,507.99)	(3,016.44)	0.00		(4,524.43)	(4,524.43)	0.00	(4,524.43)
Treatment Plant Construction - SRF funding eligible (950-53-553)								
Contract Services - Program Mgmt Services	(599,489.29)	(843,640.82)	(24,344.76)		(1,467,474.87)	(902,127.69)	(565,347.18)	(1,467,474.87)
Special Legal Counsel	(25,825.53)	(25,825.54)	(1,037.96)		(52,689.03)	(36,490.50)	(16,198.53)	(52,689.03)
Environmental Services	(74,010.53)	(74,732.00)	(25,410.74)		(174,153.27)	(122,396.01)	(51,757.26)	(174,153.27)
Permitting	(8,605.81)	(52,381.44)	0.00		(60,987.25)	(55,391.25)	(5,596.00)	(60,987.25)
Permitting - Environmental Mitigation	(47,339.25)	(94,660.75)	(35,500.00)		(177,500.00)	(177,500.00)	0.00	(177,500.00)
Regional Trtmt Plant - Design/Build Contract	(33,104,301.48)	(63,439,410.39)	(1,312,955.56)		(97,856,667.43)	(36,934,546.94)	(60,922,120.49)	(97,856,667.43)
Regional Trtmt Plant - Contract Management	(169,839.94)	(344,824.94)	(10,342.65)		(525,007.53)	(234,091.74)	(290,915.79)	(525,007.53)

Stanislaus Regional Water Authority

Project to Date (updated as of 5-10-2022)

	City of Ceres	City of Turlock	TID	Other Proceeds	Project to Date Total Since Dec 2015	Actuals Thru 6/30/2021	Actuals For 2021-22	Total
Administrative Support								
Clerical Services	(26,719.28)	(26,719.28)	0.00		(53,438.56)	(53,438.56)	0.00	(53,438.56)
Accounting Services	(30,275.54)	(30,275.52)	0.00		(60,551.06)	(60,551.06)	0.00	(60,551.06)
Interim JPA attorney	(22,662.50)	(22,662.50)	0.00		(45,325.00)	(45,325.00)	0.00	(45,325.00)
Interim General Manager	(121,991.80)	(121,991.80)	0.00		(243,983.60)	(243,983.60)	0.00	(243,983.60)
General Manager	(380,667.21)	(380,667.20)	0.00		(761,334.41)	(601,293.60)	(160,040.81)	(761,334.41)
External Audit	(11,735.00)	(11,735.00)	0.00		(23,470.00)	(23,470.00)	0.00	(23,470.00)
Contract Services Watershed Sanitary Survey	(892.50)	(892.50)	0.00		(1,785.00)	0.00	(1,785.00)	(1,785.00)
Supplies and other Miscellaneous Expenses	(10,790.46)	(10,790.45)	0.00		(21,580.91)	(17,400.91)	(4,180.00)	(21,580.91)
Total Expenditures	(41,852,008.85)	(75,600,489.18)	(3,282,262.26)	0.00	(120,734,760.29)	(58,533,658.36)	(62,201,101.93)	(120,734,760.29)
Contributions over (under) Expenditures - project to date	5,839,956.67	14,551,132.51	1,004,955.21	63,347,297.00	84,743,341.39	8,567,146.32	76,176,195.07	84,743,341.39
unexpended participant contributions =			21,396,044.39				0.00	



1. A. **CALL TO ORDER:** Chair Bublak called the meeting to order 4:00 p.m.

B. **SALUTE TO THE FLAG**

C. **ROLL CALL**

PRESENT: Chair Bublak, Vice Chair Lopez, Director Franco, Director Silveira

ABSENT:

This item was heard out of order

2. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:** None

3. A. **SPECIAL BRIEFINGS:** None

B. **STAFF UPDATES:** None

C. **PUBLIC PARTICIPATION:**

Chair Bublak opened public participation. None of the members of the public spoke. Chair Bublak closed public participation.

4. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

5. **CONSENT CALENDAR:**

Action: Motion by Director Franco, seconded by Vice Chair Lopez, approving the minutes of the Regular Meeting of February 17, 2022. Motion carried 4/0 by the following vote:

Director Franco	Director Silveira	Vice Chair Lopez	Chair Bublak
Yes	Yes	Yes	Yes

5. **PUBLIC HEARINGS:** None

7. **SCHEDULED MATTERS:**

A. General Manager Granberg indicated that there is not a formal presentation but is taking any input from the Board on the draft solicitation for Letters of Expression of Interest for operations and maintenance staffing for the Regional Surface Water Supply Project. Chair Bublak recommended changing the first sentence on the third paragraph to a different verbiage. Director Franco suggested extending the date of response so agencies can have more time to prepare their response. Chair Bublak asked who the letter would be sent to. General Manager Granberg responded he would be sending them to agencies in a 60 miles radius from the plant and that are similar in size, which would be about 6 or seven plants. The letter would be emailed to the agencies. Direct Lopez asked to include in the email that if agencies need more time, to let us know.

DRAFT

Chair Bublak opened public participation. None of the members of the public spoke. Chair Bublak closed public participation.

Motion: Review and approve distributing the Letters of Expression of Interest for public potable water treatment operations and maintenance staffing for the Regional Surface Water Supply Project water treatment plant and distribution facilities

Action: Motion to approve distributing the Letters of Expression of Interest for public potable water treatment operations and maintenance staffing for the Regional Surface Water Supply Project water treatment plant and distribution facilities. *(Motion failed due to lack of votes)*

Action: Motion by Director Franco, seconded by Director Lopez, to approve distributing the Letters of Expression of Interest for public potable water treatment operations and maintenance staffing for the Regional Surface Water Supply Project water treatment plant and distribution facilities after comments/suggestions from board are included. Motion carried 4/0 by the following vote:

Director Franco	Director Silveira	Vice Chair Lopez	Chair Bublak
Yes	Yes	Yes	Yes

8. **MATTERS TOO LATE FOR THE AGENDA:** None
9. **BOARD ITEMS FOR FUTURE CONSIDERATION:** None
10. **BOARD COMMENTS:** None
11. **NEXT MEETING DATE:** March 17, 2022, Regular meeting
12. **CLOSED SESSION:** None
13. **ADJOURNMENT:** Chair Bublak adjourned the meeting at 4:13 p.m. Motion carried unanimously.

Respectfully submitted,

DRAFT

Angelica Gonsalves, Board Secretary

**Stanislaus Regional Water Authority**

156 S. Broadway, Ste. 270
Turlock, CA 95380
P: 209-668-4142 F: 209-668-5695
www.stanrwa.com

March 14, 2022

The Honorable Josh Newman
Senate District 29
1021 O Street, Room 6520
Sacramento, CA 95814

Re: SB 991 (Newman) Progressive Design Build - SUPPORT

Dear Senator Newman:

The Stanislaus Regional Water Authority (SRWA) is writing to express our support of SB 991 (Newman), which will allow local water agencies to have the option to deliver projects using a progressive design-build (PDB) method. SB 991 will allow public agencies to use, for specific projects, PDB which has grown in popularity in recent years as a valuable form of collaborative project development that can provide multiple benefits when used to execute complex public works projects.

SRWA was formed as a Joint Powers Authority in 2015, between the Cities of Turlock and Ceres to plan, finance, deliver, and operate the Regional Surface Water Supply Project (Project). The Project was authorized in Public Contract Code 22161 to use design-build that integrates design and construction procured from a single entity, saving significant time and money to the SRWA. Future Project phases, procured through PDB, could result in even more substantial cost and schedule benefits to the Authority and ultimately the Cities' rate payers.

PDB is a project delivery method that allows the PDB team to perform design, construction engineering, project management, and construction according to design parameters, performance criteria, and other requirements established by the public agency owner. PDB delivery benefits the public agency owner by providing the opportunity to add the design-build team to the overall project team early in the design phase affording the public agency owner and the design build team more opportunities to collaborate during the project's design phase. Early collaboration is key to reducing project risk, cost, and schedule.

California is in another cycle of drought. Our economy and citizens depend on the reliable supply of water to remain globally competitive. SB 991 will allow the delivery of projects that treat water, recycle water, or produce advanced treated water to be efficiently and effectively streamlined. SB 991 will make PDB just "another tool in the toolbox" that public agency owners can use to deliver projects. SB 991 could assist local agencies in addressing the state's critical need for additional water.

For all these reasons, the SRWA supports SB 991.

Sincerely,

A handwritten signature in blue ink that reads "Robert L. Granberg".

Robert L. Granberg, P.E., DBIA
General Manager

From: Robert Granberg, General Manager

Prepared by: Robert Granberg, General Manager

1. ACTION RECOMMENDED:

Motion: Directing the General Manager to sign a Memorandum of Understanding with Stanislaus County for County Participation in Pavement Restoration of Fox Road and Berkeley Road.

2. DISCUSSION OF ISSUE:

Finished water pipelines to serve the cities from the Regional Water Treatment Plant were installed within existing or by-usage County Road rights-of-way pursuant to the County's statutory franchise right (Public Utilities Code section 10101) and Encroachment Permit ENCR 190-2021 to CH2MHill Engineers, Inc., a wholly owned subsidiary of Jacobs, dated April 20, 2021.

For some roadway segments, the County has asked SRWA to provide a 2" grind and overlay (road resurfacing) of the adjacent lane in lieu of patch repairs of SRWA damaged areas. This approach would result in a uniform full existing-width roadway of consistent surface treatment thereby providing a smoother overall travel way.

The County would like to take advantage of the presence of SRWA's Design Build contractor (Jacobs) and its road reconstruction/repair equipment, materials, and economies of scale for the road resurfacing work.

SRWA and the County have evaluated and discussed the terms of the encroachment permit, the pipeline installation-related impacts to the affected County roads, and the County's request for road resurfacing of adjacent roadway segments. The parties therefore have prepared a Memorandum of Understanding (MOU) to confirm and memorialize the scope of SRWA's road reconstruction and repair obligations under the encroachment permit and the terms of County participation in the adjacent lane road resurfacing work. The MOU will be incorporated as part of the encroachment permit.

SRWA has established the cost to perform County requested road resurfacing work in the amount of \$987,951. Additional costs will include traffic control and subcontractor and contractor mark-ups.

SRWA will contribute the equivalent of 2 feet of road resurfacing for the entire length of roadway segments on Fox and Berkeley Rds., or 17.25% of the total cost calculated to be \$170,422. County's contribution would be \$817,529. Additional costs will be distributed at the same percentages.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The Design Build contract includes an allowance item for SRWA-damaged adjacent lane repair in the amount of \$3,628,624. SRWA's contribution to this road resurfacing work will be drawn from the allowance, therefore no budget

amendment is required. Unspent allowance dollars will be a credit to the overall project budget.

County's contribution will be paid to SRWA, which in turn, will compensate Jacobs for the completed work.

4. GENERAL MANAGER'S COMMENTS:

Recommends approval.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

The Board could choose to not enter into this MOU and be obligated to compensate Jacobs for the entire cost of pavement restoration.

**MEMORANDUM OF UNDERSTANDING REGARDING COUNTY OF STANISLAUS/SRWA
COUNTY ROAD ENCROACHMENT PERMIT**

THIS MEMORANDUM OF UNDERSTANDING Regarding County of Stanislaus/SRWA County Road Encroachment Permit (“MOU”) is made as of _____, 2022, between Stanislaus Regional Water Authority (“SRWA”) and County of Stanislaus (“County”), and is made with reference to the following facts:

A. SRWA is a joint powers authority created by the Cities of Ceres and Turlock to develop the Regional Surface Water Supply Project that will provide treated surface water to those Cities. SRWA has constructed, among other infrastructure, water transmission pipelines to convey treated water from a new water treatment plant to each City. SRWA’s pipeline are located within existing County Road rights-of-way or County Roads located in non-dedicated alignments pursuant to its statutory franchise right (Public Utilities Code section 10101) or pursuant to Encroachment Permit ENCR 190-2021 issued to CH2MHill Engineers, Inc., a wholly owned subsidiary of Jacobs Engineering Group Inc., on April 20, 2021, attached hereto as Exhibit A and made a part hereof (“Encroachment Permit”).

B. Currently SRWA has contracted for the installation of a pipeline in the roadways shown in the Encroachment Permit. In connection with the pipeline installation, SRWA’s contractor (or contractor’s subcontractor) will perform the road reconstruction and repair work required by the encroachment permit.

C. For the entire length of the roadway segments on Fox and Berkeley Roads installation (shown on Exhibit B attached hereto and made a part hereof), the County would like to take advantage of SRWA’s pipeline-related road reconstruction efforts to economically provide a 2” grind and overlay of the entire width of the adjacent lane road segment.

D. The installation of the SRWA pipeline will cause damage to the adjacent opposing lane of the roadway for which SRWA will be responsible for repairing. In lieu of such repair and in connection with County’s desire to resurface the entire width of the adjacent roadway lane as described above, SRWA has agreed to contribute the cost of labor and materials to resurface the equivalent of 2 feet of the adjacent lane road segment.

E. As set forth in that certain letter from Jacobs Engineering Group dated May 6, 2022 (attached hereto as Exhibit C and made a part hereof), the total cost to perform County requested road resurfacing is estimated to be Nine Hundred Eighty-Seven Thousand Nine Hundred Fifty One Dollars (\$987,951) constituting the (“Total Resurfacing Cost”) based on a unit cost of \$29.73 per square yard for the 2” grind and overlay, and is based on the May 4, 2022, California Statewide Crude Oil Price Index of 596.7.

F. SRWA’s contribution of 2 feet of road resurfacing in lieu of its repair obligations has been calculated to be 17.25% of the above total cost (“SRWA Cost Percentage”), leaving the County’s contribution to be 82.75% (“County Cost Percentage”). Additional costs (e.g., traffic control, subcontractor and contractor mark-ups and price increases) will be allocated to each party at their respective percentage.

G. SRWA’s contractor has made a Road Closure Fee deposit with the County to which the County shall credit against its reimbursement obligations under this MOU (“County’s Road Closure Credit”).

H. The parties have prepared this MOU to confirm and memorialize the scope of SRWA's road reconstruction and repair obligations under the encroachment permit and the terms of County participation in the adjacent lane road resurfacing work.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals in Paragraphs A through H above are hereby incorporated as if set forth herein.

2. Adjacent Lane Resurfacing. SRWA shall provide road resurfacing of those certain roadway segments of Fox and Berkeley Roads as shown on Exhibit B adjacent to SRWA's road restoration work.

2.1 The County understands that the road resurfacing work is not a structural repair and, therefore, will not prohibit alligator cracking from occurring in the future. The 2" grind and overlay does not include a warranty of the roadway or for new pavement failures due to existing failed subgrades.

2.2 County's reimbursement obligation under this MOU shall be the product of the Total Resurfacing Cost multiplied by the County Cost Percentage ("County's Reimbursement Obligation").

2.3 SRWA shall prepare and submit to the County a request for reimbursement of road resurfacing costs, up to the amount shown in 2.2 above, subject to adjustment for final traffic control costs, subcontractor and contractor mark-ups, and price increases) and will include a copy of the contractor requisition(s).

2.4 County's Reimbursement Obligation shall be satisfied first from County's Road Closure Credit.

2.5 In the event that the Road Closure Credit exceeds the initial estimate of County's Reimbursement Obligation (in the amount of \$817,529, as adjusted by the inclusion of any above-mentioned additional costs), but is less than County's Road Closure Credit, then the obligation of SRWA for payment of the Road Closure Credit shall nonetheless be deemed to be fully discharged.

2.6 If County's Reimbursement Obligation exceeds the County's Road Closure Credit, then County shall pay any excess amount to SRWA within sixty (60) days.

3. Indemnity. SRWA shall hold County, its agents, officers, officials, and employees harmless from and save, defend and indemnify against them any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death or any legal challenges arising out of whether the County has dedicated rights of way along the alignments of the project or whether the County has the authority to allow SRWA pipelines to be placed in the aforementioned alignments, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by SRWA, its agents, officers, officials or employees, except to the extent that the act or omission arises from the gross negligence or willful misconduct of County, its agents, officers, officials, or employees relating to or during the performance of its obligations under this MOU.

4. General Provisions

- 4.1. Entire Contract. The parties intend this MOU to be the sole, final, complete, exclusive, and integrated expression, and statement of the terms of their agreement concerning the subject matter of this MOU. This MOU supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the subject matter of this MOU, except those other documents that may be expressly referenced in this MOU. This MOU is intended to be used in conjunction with the Encroachment Permit subject to the order of precedence set forth in the following section.
- 4.2. Order of Precedence. If there is any inconsistency between the encroachment permitting documents, the following order of precedence shall apply:
 - 4.1.1 Encroachment Permit
 - 4.1.2 This MOU
 - 4.1.3 Table 1 – Proposed Road Restoration for SRWA Regional Water Supply Project (attached hereto as Exhibit D and made a part hereof)
- 4.3. Construction and Interpretation. The parties agree and acknowledge that this MOU has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this MOU. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this MOU.
- 4.4. Assignment. This MOU and all rights and obligations under it are personal to the parties. The MOU may not be transferred, assigned, delegated, or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party.
- 4.5. Further Assurances and Cooperation. In order to carry out and give full effect to this MOU, each party will use all reasonable efforts to provide such information, sign and deliver such further instruments and documents, and take such actions as may be reasonably requested by the other party, so long as not inconsistent with the provisions of this MOU and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this MOU. The parties will reasonably cooperate with each other to carry out the purpose and intent of this MOU, including providing assistance in obtaining approvals and permits from regulatory agencies required to perform the obligations under this MOU.
- 4.6. Amendment. This MOU may be modified or amended only by a later writing approved and signed by all parties.
- 4.7. Governing Law. This MOU will be interpreted, governed by, and construed under the laws of the State of California, without giving effect to any conflict of law principles.
- 4.8. Notices. Any notice, consent, approval, or other communication (collectively “Notice”) required or permitted to be given under this MOU shall be in writing and delivered or sent either (a) in person, (b) by prepaid, first-class U.S. mail, (c) by a nationally recognized commercial overnight courier service that guarantees next day delivery and provides a

receipt, or (d) by email with a confirmed receipt. Any Notice so delivered or sent will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first-class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the receipt of the emailed Notice. Notices required or permitted to be given under this MOU shall be addressed as follows:

<p><u>SRWA:</u></p> <p>Robert L. Granberg General Manager Stanislaus Regional Water Authority 156 S. Broadway, Suite 270 Turlock, CA 95380 granbergassociates@gmail.com</p>	<p><u>County:</u></p> <p>David A. Leamon Public Works Director Stanislaus County 1716 Morgan Road Modesto, CA 95358 leamond@stancounty.com</p>
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Any party may change its contact information by notifying the other party(ies) of the change in the manner provided above.

- 4.9. Authority to Execute. Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.
- 4.10. Counterparts. This MOU may be executed in counterparts, which together shall constitute the same and entire MOU.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the date first written above.

STANISLAUS REGIONAL WATER
AUTHORITY, a Joint Powers Authority
of the State of California

COUNTY OF STANISLAUS,
a political subdivision of the State of California

By: _____
Robert L. Granberg
General Manager

By: _____
Terrance Withrow
Chairman of the Board

Attest: _____
Angelica Gonsalves
Secretary

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

Approved as to Form:

Approved as to Content:
Department of Public Works

By: _____
Richard Shanahan, Counsel

By: _____
David Leamon, Director

Approved as to Form:
Thomas E. Boze, County Counsel

By: _____
G. Michael Ziman, Deputy County Counsel

Exhibit A

Encroachment Permit

[behind this page]

Exhibit B

Fox and Berkeley Roads Roadway Segments

[behind this page]

Exhibit C

Letter from Jacobs Engineering Group dated April 15, 2021

[behind this page]

Exhibit D

Table 1

[behind this page]



Exhibit A ENCROACHMENT/CONSTRUCTION PERMIT

**Stanislaus County Department of Public Works
Development Services**
1010 10th Street, Suite 4204, Modesto, CA 95354
Phone: (209)525-4130 Fax: (209)525-6507
E-mail: pwpermits@stancounty.com

7A
Permit No: **ENCR 190-2021**
Application Date: 4/20/2021
Inspection Fee: \$0.00
Billing Status: Paid in Full
 To Be Billed
 Fee Waived

Applicant:	CH2M Hill Engineers, Inc.				
Purpose:	Construct Turlock FWTM and Ceres FWTM for the Stanislaus Regional Water Authority.				
Site Description:	County Right-of-Way	APN#:			
Site Address:	Various Locations	City:	Turlock/Ceres	State:	CA Zip: 95380
Mailing Address:	2485 Natomas Park Dr., Ste. 600	City:	Sacramento	State:	CA Zip: 95833
Telephone:	(530) 229-3375	Email:	Michael.Randall@jacobs.com		

CAMS No:	1202-215005
Deposit:	\$268,609.00
Receipt #:	
Liability Insurance? <input checked="" type="checkbox"/>	\$1,000,000
License No:	934072
Status: Pending <input type="checkbox"/> Active <input type="checkbox"/>	
Issued <input checked="" type="checkbox"/> Closed <input type="checkbox"/>	
Start:	7/12/2021
Anticipated End Date:	2/28/2022
Final Acceptance:	

PMA Annual Blanket Permit PGE Specific? TDN Required? Major Permit Minor Permit Minimal Permit

The undersigned is hereby applying for a permit to work in the Public right-of-way at the following locations, subject to the provisions required by Streets and Highways Code 1450-1496 and the Stanislaus County Encroachment Permit Conditions as shown on the back of this permit and made a part of here to. In addition, the applicant will adhere to any special conditions and the general conditions as specified below:

1. Construction shall be done in accordance to County Standards and California Storm Water Pollution Prevention Plan (SWPPP) Best Management Practices (BMP).
2. Applicant shall be responsible for maintaining liability insurance in the amount shown above. A liability insurance certificate policy shall be provided prior to any construction activity.
3. All construction traffic control shall conform to the California Manual on Uniform Traffic Control Devices (CAMUTCD) and per-approved detour plan.
4. All construction plans (if required) must be attached with permit.
5. Road Closures will require approval from County Traffic Division. Any impacts to traffic will require a 48 hour advance notice to the Traffic Engineer.
6. Please see Conditions page which must be attached to the permit at all times.
7. Please call inspector 48 hours in advance of a change of the start date or in advance of beginning work.
8. This permit is valid for six months from date of issuance.
9. Road Closure Fees, General Inspection Fees & Improvement Plan Review Fees are all an Estimated Deposit.

ASSIGNED INSPECTOR: Amber Minami (Call 209-652-9429)

Mylars Required Mylars Received As-builts Received?
Plans: _____ TC Plans: _____
Lat: _____ Long: _____ Map: _____

- Project in NPDES Red Zone
 ESCP Required?
 Post-Develop. Req?
 SWPPP Req?

ESCP Review Date	4/20/2021
Post-Dev. Review Date	
SWPPP Review Date	

Encroachment / Construction Permit Fee Item	Quantity	Fee	Total
Excavation Permit Fee	1	\$43	\$43.00
Excavation Inspection Fee (per 500 ft in unpaved areas)	0	\$203	\$0.00
Excavation Inspection Fee (per 250 ft in paved areas)	0	\$203	\$0.00
Encroachment Permit Fee for Driveway Construction	0	\$203	\$0.00
Utility Trench Cuts (\$7.30/sf, for roads with PCI rating > 50)	0	\$8.00	\$0.00
Construction Permit Fee	1	\$64	\$64.00
Curb Gutter (per 250 LF)	0	\$203	\$0.00
Sidewalk (per 250 LF)	0	\$203	\$0.00
Matching Pavement	0	\$203	\$0.00
Pipeline Maintenance Agreement	1	\$285	\$285.00
Improvement Plan Review	80	\$112	\$8,960.00
General Construction Inspection Services	560	\$102	\$57,120.00
Erosion and Sediment Improvement Plan (ESCP) - Plan Review	8	\$102	\$816.00
Erosion and Sediment Control Plan (ESCP) - Field Inspections	56	\$102	\$5,712.00
Traffic Control Review and Traffic Delay Notification	3	\$203	\$609.00
Road Closure Fee	ADT= 2600	No. of Days: 130	\$500
NPDES Permit Review (Risk Level 1 = \$450, Risk Level 2 = \$675, Risk Level 3 = \$855)			\$195,000.00
Total Encroachment Permit Fee:			\$268,609.00

Project Risk Level:
Waiver/Exempt

Project Construction Type:
Underground Utility

Inspection Frequency:
Pre-Job, Monthly, Post-Job

Project-Size:	0.00	acres
Disturbed-Area:	0.00	acres

Utility Trench Calcs	
Surface Type:	
Length:	0
Width:	0
Trench Area:	0
PCI (0-100):	0

The undersigned is hereby applying for a permit to work in the Public right-of-way at the site address as shown on this permit, subject to the provisions required by Streets and Highways Code 1450-1496 and the following permit conditions as noted below:

STANISLAUS COUNTY ENCROACHMENT PERMIT CONDITIONS

1. ACCEPTANCE OF THE PROVISIONS: It is understood and agreed by the Permittee that all conditions have been read, and understood. The Permittee agrees to comply with all conditions.
2. KEEP PERMIT ON WORK SITE: This permit, or a complete copy, shall be kept at the site of the work and upon request must be shown to any County representative or law enforcement officer.
3. PERMITS FROM OTHER AGENCIES: Permittee must obtain all other permits required by other public or private agencies or individuals necessary in order to perform the intended work. It shall be the responsibility of the Permittee to notify the utility and cable TV companies prior to starting any construction that may involve their underground or overhead utilities.
4. INSURANCE: Owners, developers or contractors must provide certificates of insurance in an amount of at least \$1,000,000 or as determined by the Department.
5. BONDS: A cash deposit, performance bond, letter of credit or other approved form of security shall be submitted in an amount equal to 100% of the value of the work performed within the County right of way or easement.
6. INSPECTION NOTIFICATION: The Permittee shall notify the Department of Public Works Encroachment Inspector assigned to this project, shown on page 1, a minimum of two (2) working days prior to performance of any work under this permit. Any work performed without inspection or contrary to Stanislaus County Public Works Standard Construction Specifications, Standard Details or approved plans shall be deemed non-complying and will not be accepted by the County.
7. TRAFFIC CONTROL: Construction traffic control shall conform to the current edition of the "California Manual on Uniform Traffic Control Devices", as published by the State of California, Department of Transportation.
8. PERMIT EXPIRATION: This permit is valid for a period of six months as measured from the construction start date or until liability insurance expires, whichever comes first, unless otherwise specified on Page one under General Notes.
9. UNDERGROUND SERVICE ALERT: Permittee must notify Underground Service Alert (USA) at 800-642-2444 or 1-800-227-2600 at least 48 hours in advance of start of work for location of underground utilities.
10. GUARANTEE: For a period of one year after acceptance by the Department of Public Works, the Permittee shall guarantee all work performed under this permit. Any failure caused by defective materials or workmanship shall be promptly repaired or replaced at the Permittee's expense. Failure of the Permittee to make such corrections will cause the County to make or have made any necessary repairs at the Permittee's expense.
11. STORAGE OF MATERIAL: Excavated material, sand, gravel, or any construction materials and debris shall not be stockpiled in the County right-of-way.
12. PUBLIC CONVENIENCE:
 - (a) The Permittee shall conduct his operations as to offer the least obstruction and inconvenience to the public and abutting property owners. The Permittee shall have under construction no greater amount of work than he can properly secure at the end of the workday with due regard to the safety of the public.
 - (b) Unless otherwise provided in the permit, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.
 - (c) The Permittee at his expense shall remove spillage resulting from hauling operations along or across any publicly traveled way immediately.
 - (d) Convenient access to driveways, houses, and buildings along the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the permit by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.
 - (e) Standard work hours will be 7:00am to 5:00pm, Monday through Friday, Unless pre-approved by County Engineer and listed on page 1 of this permit under General Notes.
 - (f) If ordered by the Inspector, water shall be supplied by the Permittee to alleviate or prevent dust nuisance.
13. SAFETY:
 - (a) General - The Permittee shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the work.
 - (b) The services of the Inspector in conducting construction review of the Permittee's performance is not intended to include review of the adequacy of the Permittee's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Inspector or the County responsible for providing a safe place for the performance of work by the Permittee, Contractor, subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.
 - (c) The Permittee shall instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in sump pump work.
 - (d) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.
 - (e) Nothing in this permit is to be construed to permit work not conforming to governing law.

(f) Shoring and Trench Safety Plan - Attention is directed to Section 832 of the Civil Code of the State of California, Section 6705 of the State Labor Code, and the Construction Safety Orders of the State of California Division of Industrial Safety.
14. PROTECTION OF PERSON AND PROPERTY:
 - (a) The Permittee shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the County's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Permittee's operations, they shall be replaced or restored, at the Permittee's expense, to a condition at least as good as the condition they were in prior to the start of the Permittee's operations.
 - (b) The Permittee shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Permittee shall protect against injury to any pipes, conduits or other structures crossing the trenching or encountered in the work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. He shall support or replace any such structures without delay.
 - (c) The Permittee shall pay the entire expense of replacing the highway in as good condition as before.
15. RESPONSIBILITY FOR REPAIR OF FACILITIES: All public or private facilities, including but not limited to, gravel surfacing at existing canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the work shall be repaired and/or replaced by the Permittee to match facilities existing prior to construction. In addition, the Permittee shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such
16. COUNTY'S REPAIR: In the event the Permittee refuses or neglects to make good any loss or damage for which he is responsible under this permit, the County may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Permittee.
17. CONTRACTOR'S LICENSE NOTICE: Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar, Contractor's State License Board, 9821 Business Park Dr., Sacramento, California or by visiting www.cslb.ca.gov or by calling 1-800-321-CSLB (2752).
18. INDEMNITY AND LITIGATION COST:
 - (a) The Permittee specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the County, the Engineer, his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Permittee's, his Contractor's, or his subcontractors' or suppliers' performance of work under this permit. To the extent legally permissible, this indemnity and hold harmless agreement by the Permittee shall apply to any acts or omissions, whether active or passive, on the part of the Permittee or his agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability.
 - (b) In any and all claims against the County or the Engineer and his consultants, and each of their officers, employees and agents by any employee of the Permittee, his Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification of obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation status, disability benefit statutes, or other employee benefit statutes.
19. MONUMENT PRESERVATION PROTECTION: Contractor is responsible for preservation and/or perpetuation of all existing monuments which control subdivisions, tracts, boundaries, streets, highways, easements, or other right-of-way, easements, or provide survey control which will be disturbed or removed due to contractor's work. Contractor shall provide a minimum of 10 working days notice to project engineer/surveyor prior to disturbance or removal of existing monuments. Project engineer/surveyor shall coordinate with contractor to reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professional Code section 8771.

I, the undersigned, certify that I have read and understand the entire permit (page 1 and 2) and will abide by the conditions and requirements as set forth.

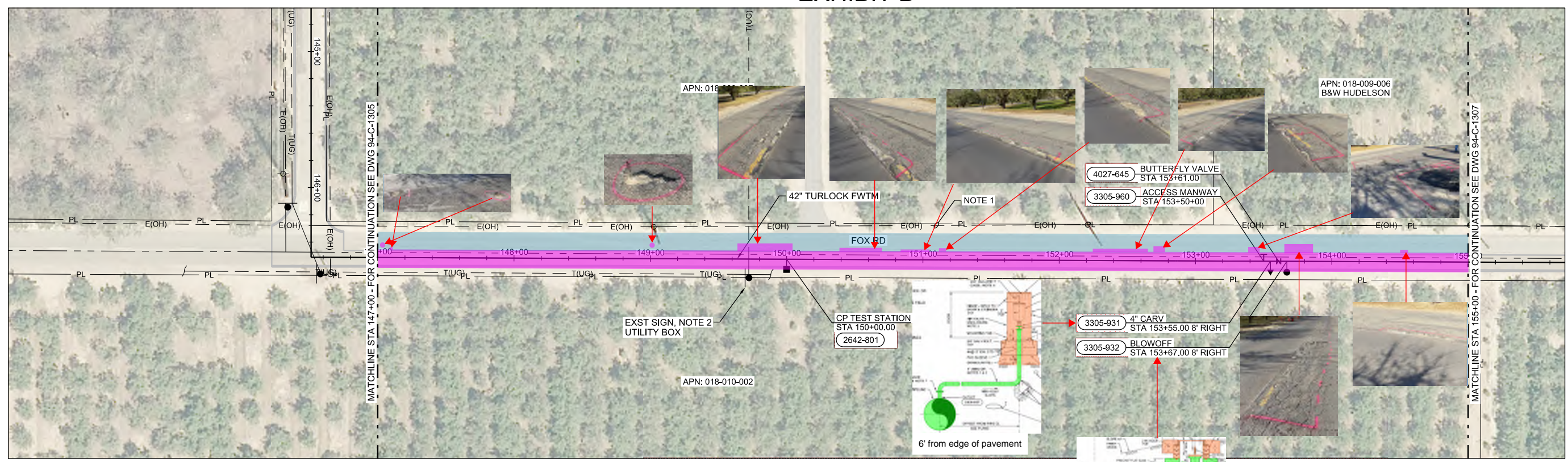
Signed By: *Michael Randall* Michael Randall

Permit Issue Date 7/9/2021

Approved by County Road Commissioner (CRC): David Leamon

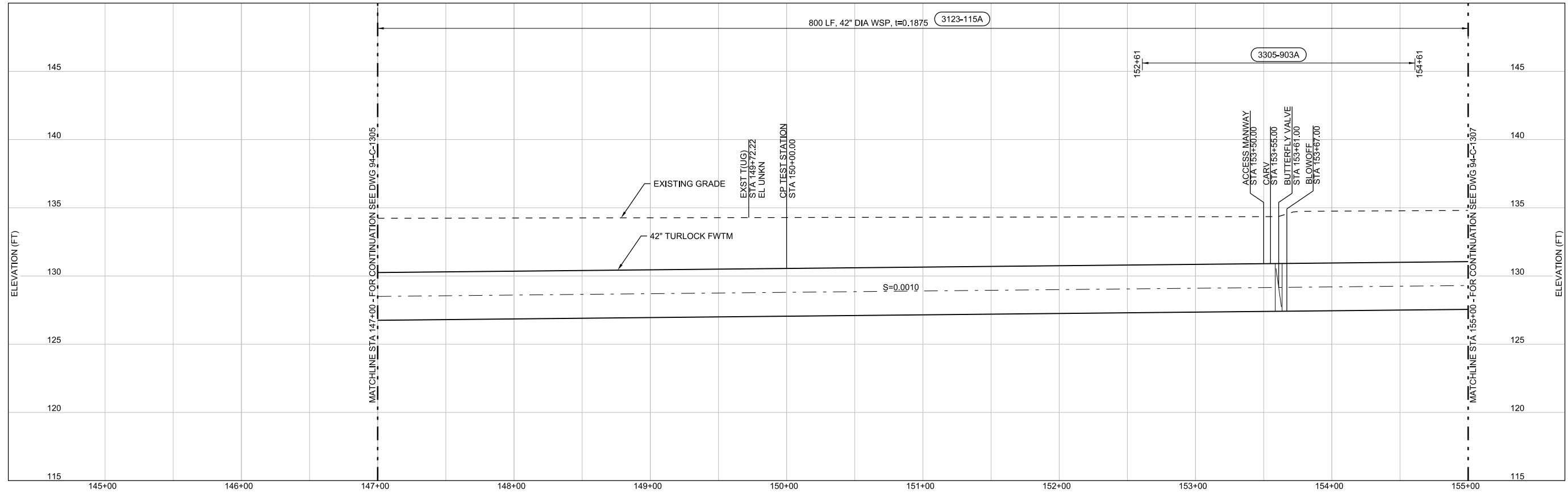
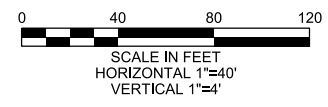
Permit Issued by: Patty Ramirez

EXHIBIT B



- NOTES:**
- CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.
 - SUBCONTRACTOR SHALL REMOVE EXISTING SIGN ASSEMBLY IN COORDINATION WITH COUNTY IMPROVEMENT STANDARDS AND ONLY AS NECESSARY TO PERFORM THE WORK. SUBCONTRACTOR SHALL REPLACE SIGN ASSEMBLY TO A LIKE OR BETTER CONDITION.

MCI did not evaluate previously completed patches in arrears - this evaluation applies only to forthcoming work.



DATE SIGNED: 5-13-2021

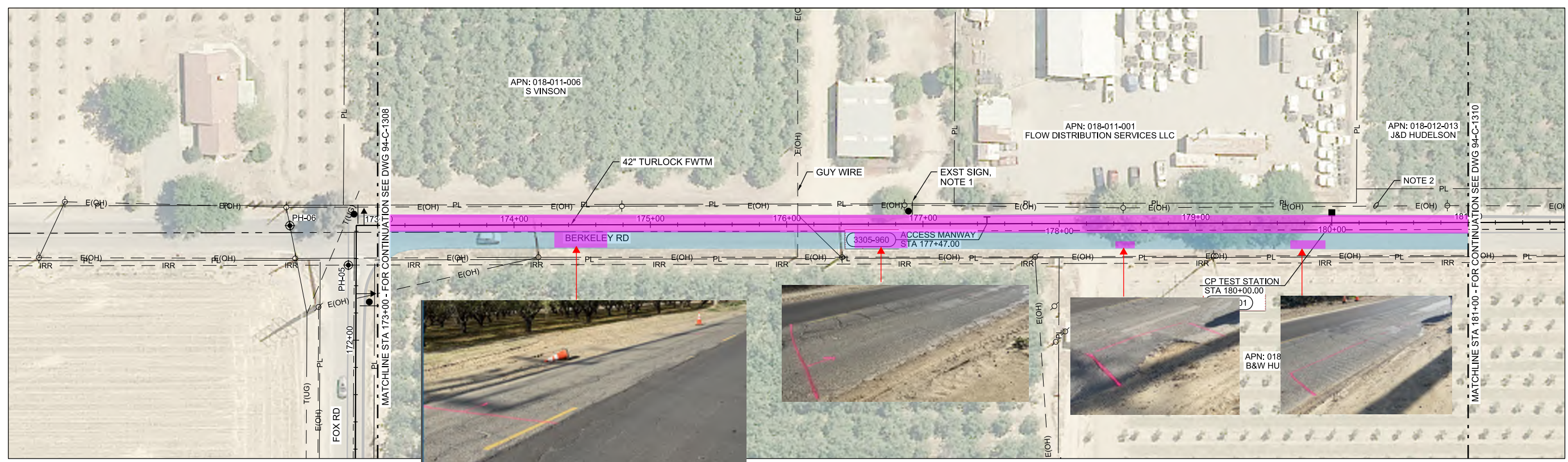
NO.	DATE	DR	CHK	REVISION	BY	APVD
		N MASCHKE	J SMITH			M RANDALL
						B MEMEO

SRWA
Regional Surface Water Supply Project
Stanislaus Regional Water Authority
Stanislaus County, CA

Jacobs
CIVIL
TURLOCK FWTM
PLAN AND PROFILE
STA 147+00 TO STA 155+00

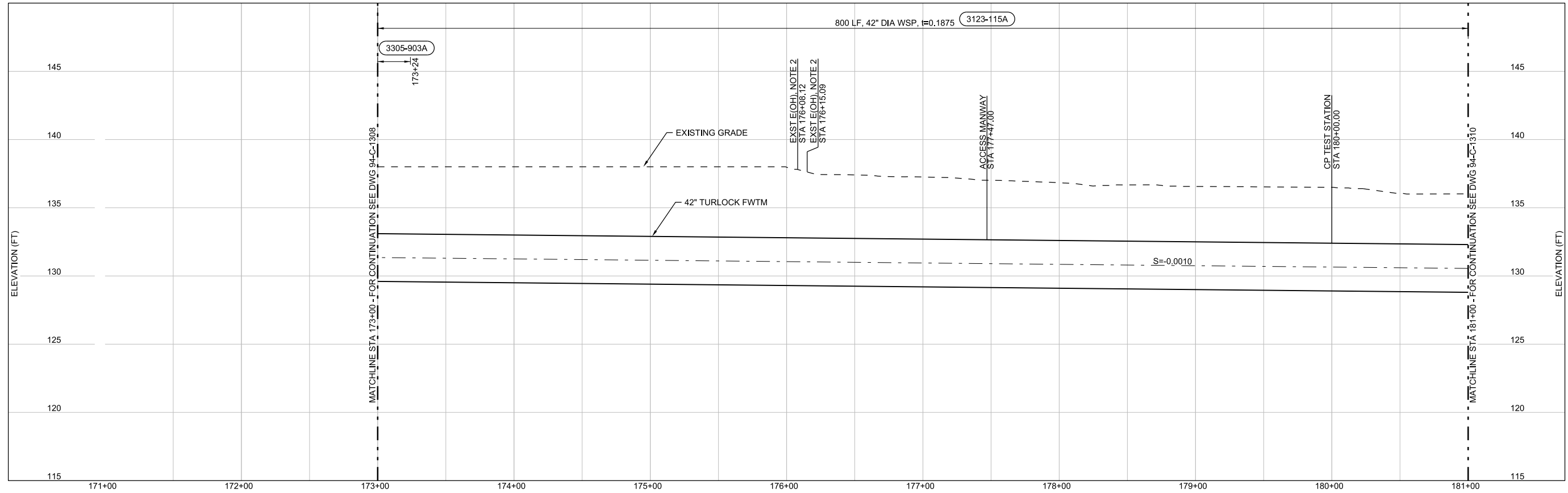
1"=40'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE MAY 2021
PROJ SRWA2019
DWG 94-C-1306
SHEET 30 of 103

ISSUED FOR CONSTRUCTION



- NOTES:**
- SUBCONTRACTOR SHALL REMOVE EXISTING SIGN ASSEMBLY IN COORDINATION WITH COUNTY IMPROVEMENT STANDARDS AND ONLY AS NECESSARY TO PERFORM THE WORK. SUBCONTRACTOR SHALL REPLACE SIGN ASSEMBLY TO A LIKE OR BETTER CONDITION.
 - CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.

MCI did not evaluate previously completed patches in arrears - this evaluation applies only to forthcoming work.



DATE SIGNED: 5-13-2021

NO.	DATE	DR	CHK	REVISION	BY	APVD
		N MASCHKE	J SMITH			M RANDALL
						B MEMEO

Regional Surface Water Supply Project
Stanislaus Regional Water Authority
Stanislaus County, CA

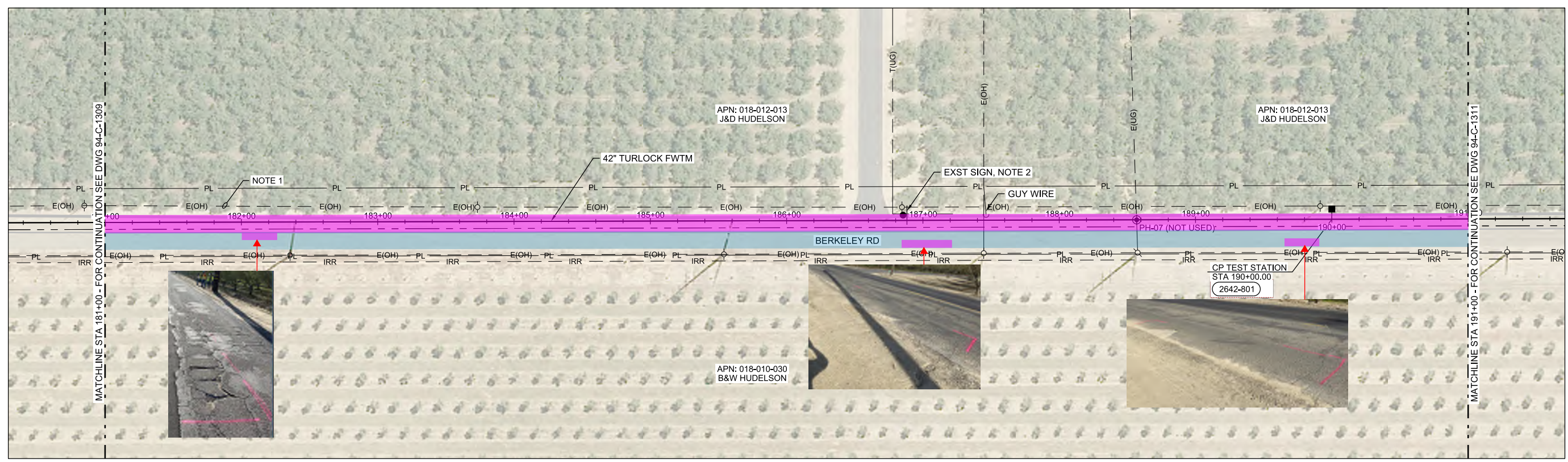
Jacobs

CIVIL
**TURLOCK FWTM
PLAN AND PROFILE
STA 173+00 TO STA 181+00**

ISSUED FOR CONSTRUCTION

1"=40'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

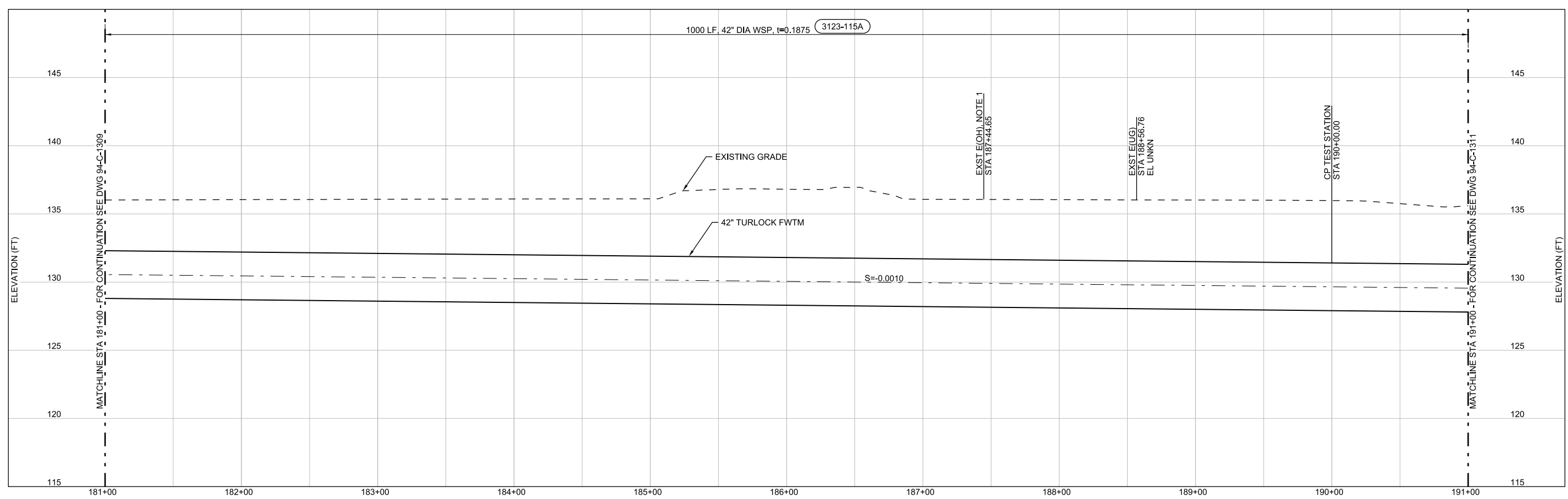
DATE	MAY 2021
PROJ	SRWA2019
DWG	94-C-1309
SHEET	33 of 103



- NOTES:**
- CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.
 - SUBCONTRACTOR SHALL REMOVE EXISTING SIGN ASSEMBLY IN COORDINATION WITH COUNTY IMPROVEMENT STANDARDS AND ONLY AS NECESSARY TO PERFORM THE WORK. SUBCONTRACTOR SHALL REPLACE SIGN ASSEMBLY TO A LIKE OR BETTER CONDITION.

MCI did not evaluate previously completed patches in arrears - this evaluation applies only to forthcoming work.

PLAN
1"=40'



DATE SIGNED: 5-13-2021

NO.	DATE	DR	CHK	REVISION	BY	APVD
		N MASCHKE	J SMITH		B MEMEO	M RANDALL

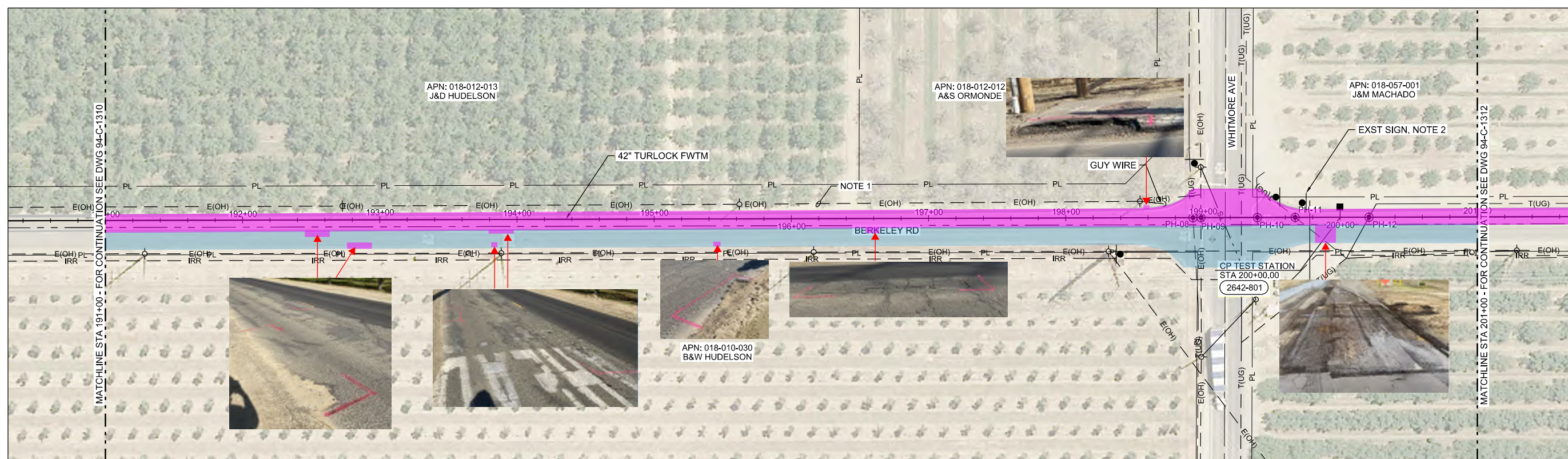
SRWA
Regional Surface Water Supply Project
Stanislaus Regional Water Authority
Stanislaus County, CA

Jacobs
CIVIL
TURLOCK FWTM
PLAN AND PROFILE
STA 181+00 TO STA 191+00

1"=40'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

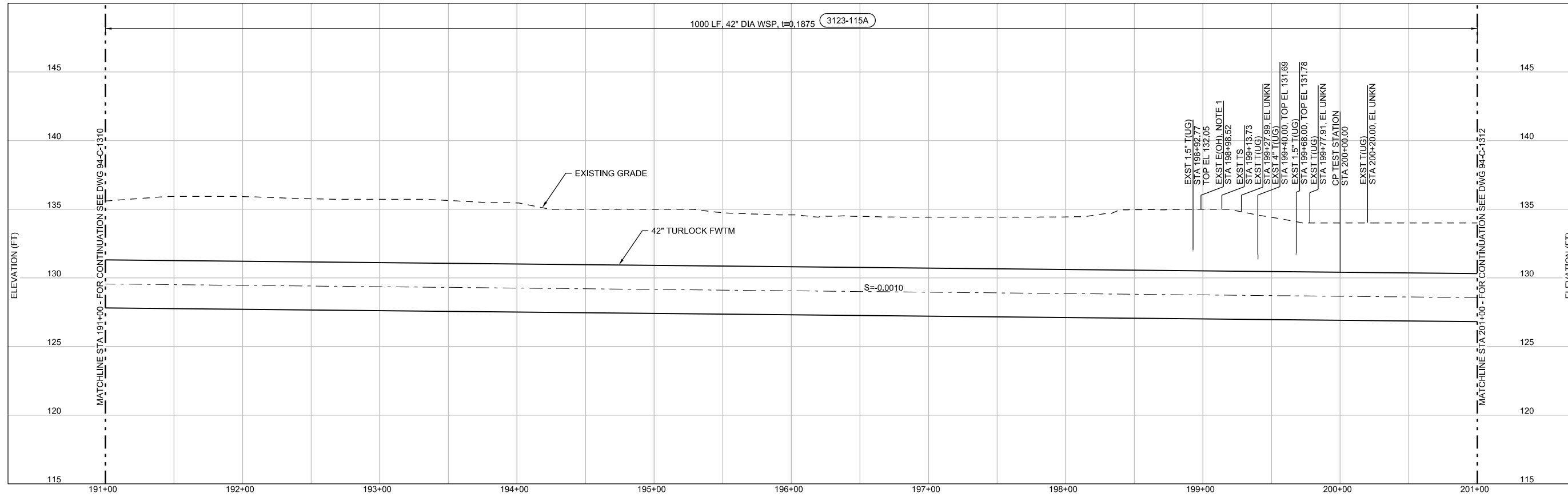
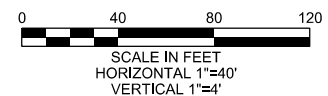
DATE: MAY 2021
PROJ: SRWA2019
DWG: 94-C-1310
SHEET: 34 of 103

ISSUED FOR CONSTRUCTION



- NOTES:**
- CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.
 - SUBCONTRACTOR SHALL REMOVE EXISTING SIGN ASSEMBLY IN COORDINATION WITH COUNTY IMPROVEMENT STANDARDS AND ONLY AS NECESSARY TO PERFORM THE WORK. SUBCONTRACTOR SHALL REPLACE SIGN ASSEMBLY TO A LIKE OR BETTER CONDITION.

MCI did not evaluate previously completed patches in arrears - this evaluation applies only to forthcoming work.



DATE SIGNED: 5-13-2021

NO.	DATE	REVISION	CHK	DR	APVD	BY	APVD
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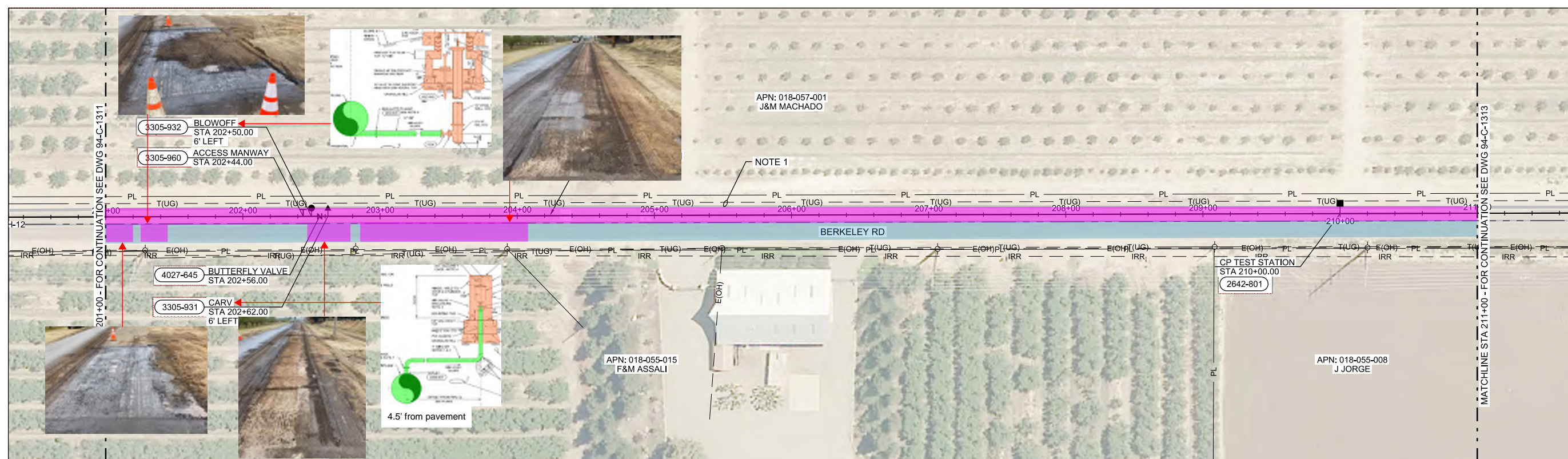
Jacobs
 CIVIL
 TURLOCK FWTM
 PLAN AND PROFILE
 STA 191+00 TO STA 201+00

Regional Surface Water Supply Project
 Stanislaus Regional Water Authority
 Stanislaus County, CA

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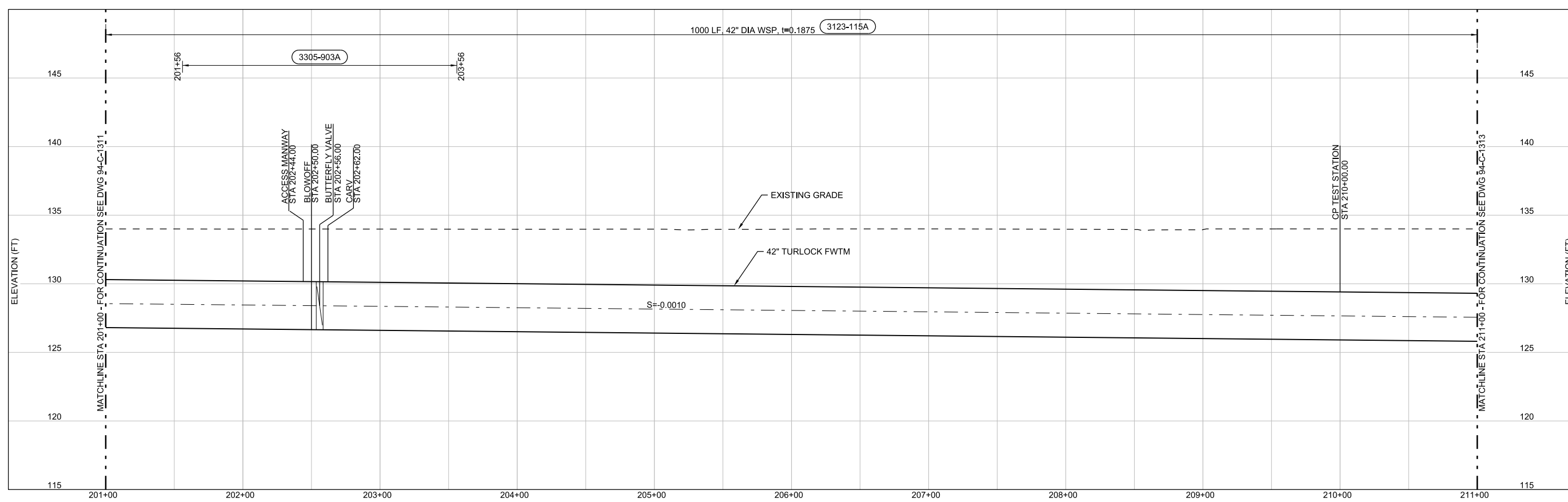
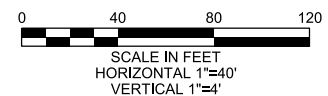
1"=40'
 VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE	MAY 2021
PROJ	SRWA2019
DWG	94-C-1311
SHEET	35 of 103



NOTES:
1. CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.

MCI did not evaluate previously completed patches in arrears - this evaluation applies only to forthcoming work.



DATE SIGNED: 5-13-2021

NO.	DATE	DSGN	DR	CHK	REVISION	BY	APVD
			N MASCHKE	J SMITH		M RANDALL	
						B MEMEO	

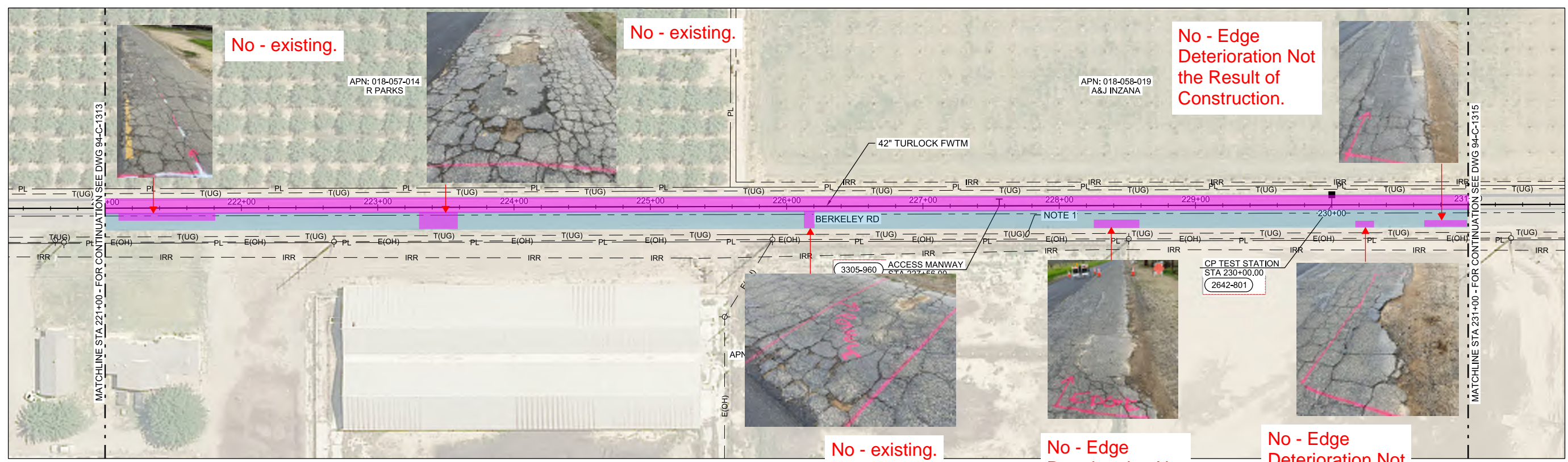
Regional Surface Water Supply Project
Stanislaus Regional Water Authority
Stanislaus County, CA

Jacobs
CIVIL
TURLOCK FWTM
PLAN AND PROFILE
STA 201+00 TO STA 211+00

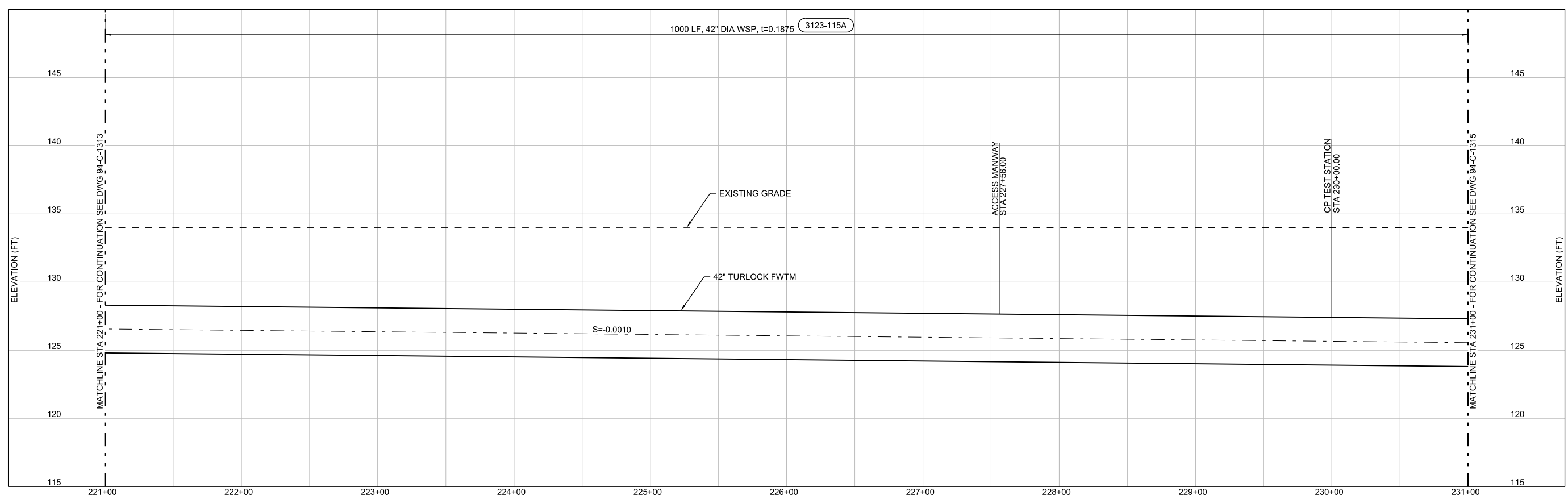
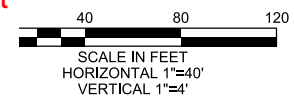
1"=40'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE MAY 2021
PROJ SRWA2019
DWG 94-C-1312
SHEET 36 of 103

ISSUED FOR CONSTRUCTION



NOTE:
 1. CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.



DATE SIGNED: 5-13-2021

NO.	DATE	REVISION	CHK	DR	APVD	BY	APVD
							M RANDALL
							B MEMEO
							J SMITH
							N MASCHKE

Regional Surface Water Supply Project
 Stanislaus Regional Water Authority
 Stanislaus County, CA

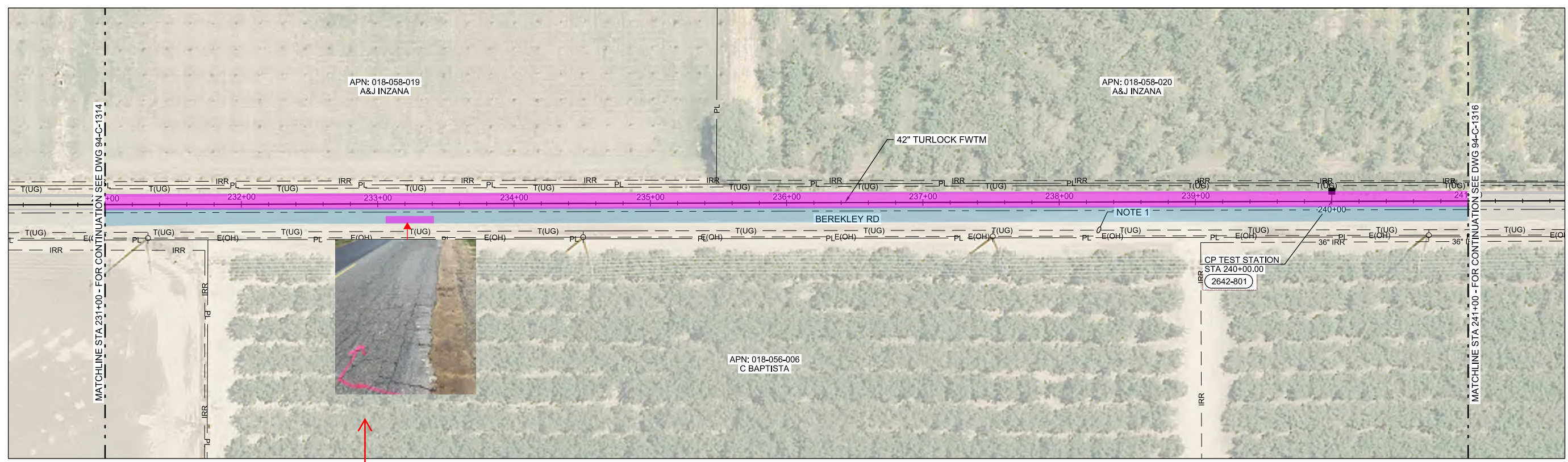
Jacobs

CIVIL
 TURLOCK FWTM
 PLAN AND PROFILE
 STA 221+00 TO STA 231+00

1"=40'
 VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.

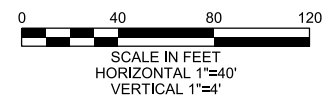
DATE	MAY 2021
PROJ	SRWA2019
DWG	94-C-1314
SHEET	38 of 103

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 CH2M HILL ENGINEERS, INC. is the contracting entity for the project and a wholly owned subsidiary of Jacobs.

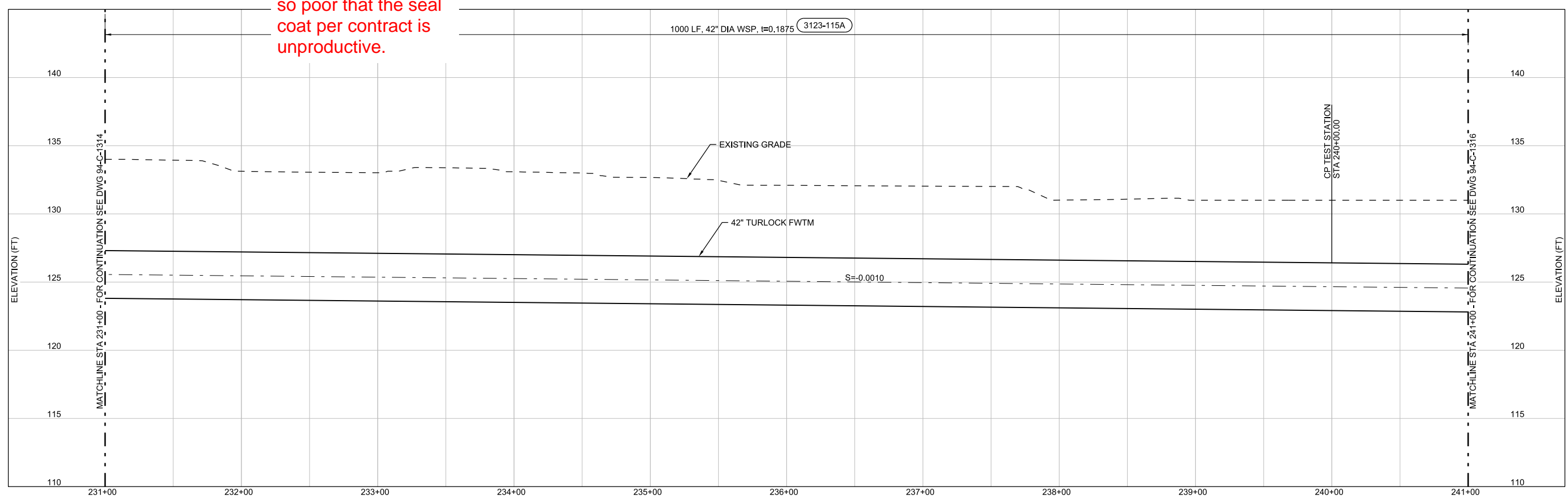


NOTE:
1. CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.

PLAN
1"=40'



Agreed we have track marks here, but existing condition is so poor that the seal coat per contract is unproductive.



DATE SIGNED: 5-13-2021

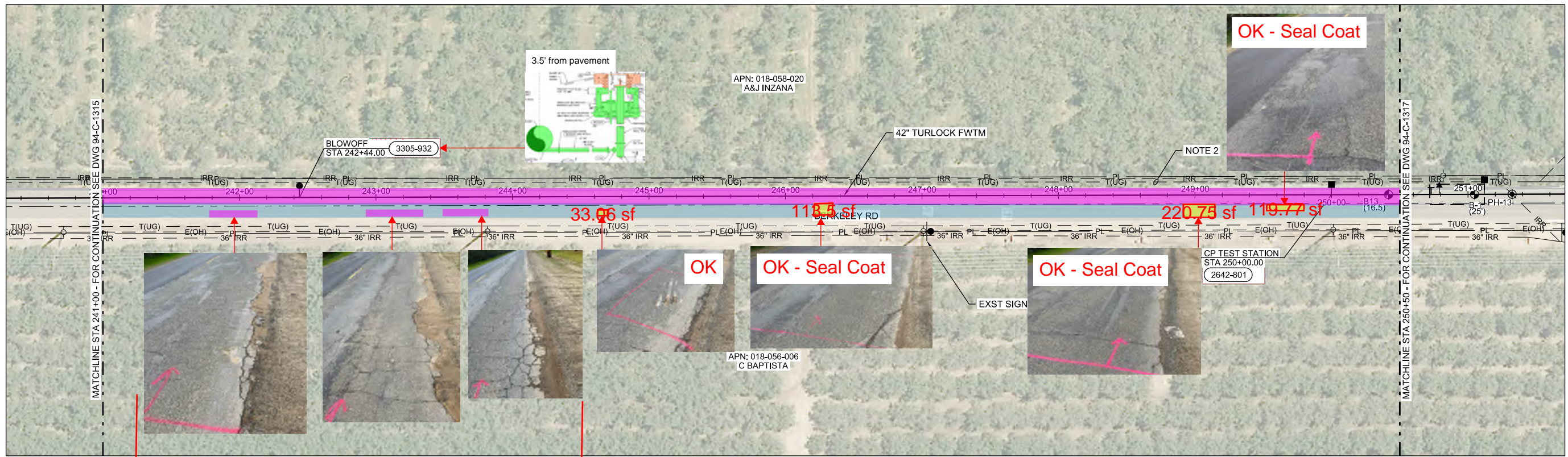
NO.	DATE	DR	CHK	APVD
		N MASCHKE	J SMITH	B MEMEO
				M RANDALL

SRWA
Regional Surface Water Supply Project
Stanislaus Regional Water Authority
Stanislaus County, CA

Jacobs
CIVIL
TURLOCK FWTM
PLAN AND PROFILE
STA 231+00 TO STA 241+00

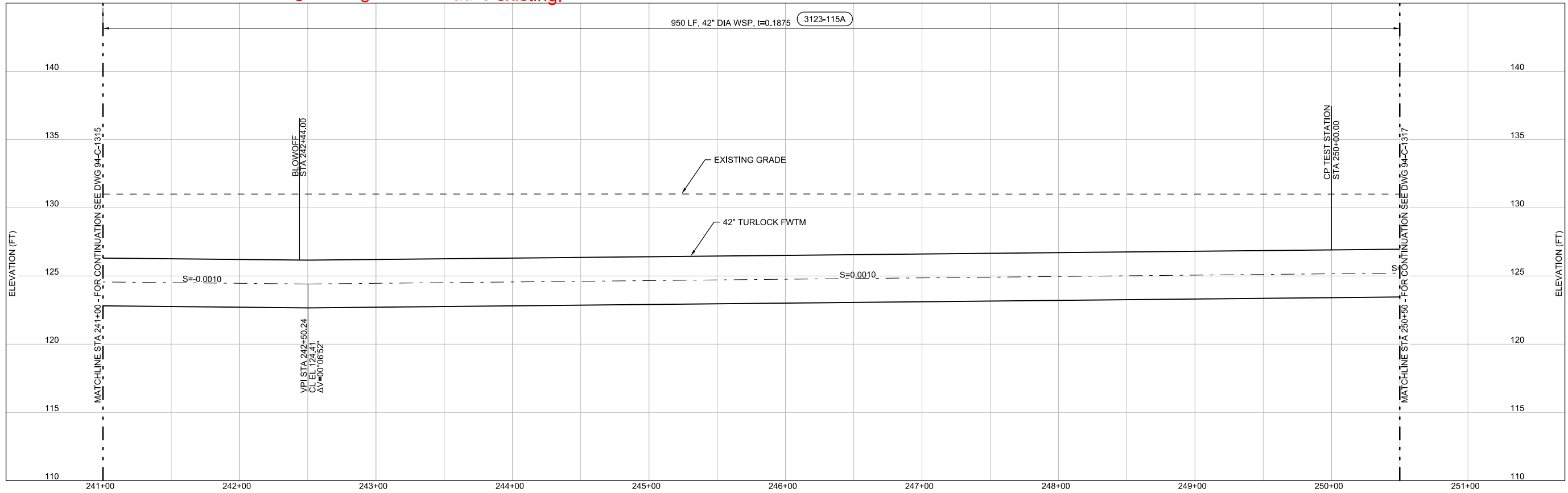
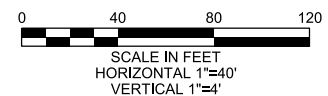
1"=40'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE: MAY 2021
PROJ: SRWA2019
DWG: 94-C-1315
SHEET: 39 of 103

ISSUED FOR CONSTRUCTION
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CH2M HILL ENGINEERS, INC. is the contracting entity for the project and a wholly owned subsidiary of Jacobs.



- NOTES:
- SUBCONTRACTOR SHALL REMOVE EXISTING SIGN ASSEMBLY IN COORDINATION WITH COUNTY IMPROVEMENT STANDARDS AND ONLY AS NECESSARY TO PERFORM THE WORK. SUBCONTRACTOR SHALL REPLACE SIGN ASSEMBLY TO A LIKE OR BETTER CONDITION.
 - CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.

Yes, there are some scrapes or track marks here, but these would just need to be seal-coated. Deterioration along the edge of the road is existing.




DATE SIGNED: 5-13-2021

NO.	DATE	REVISION	CHK	DR	APVD	BY	APVD

M RANDALL
 B MEMEO
 J SMITH
 N MASCHKE

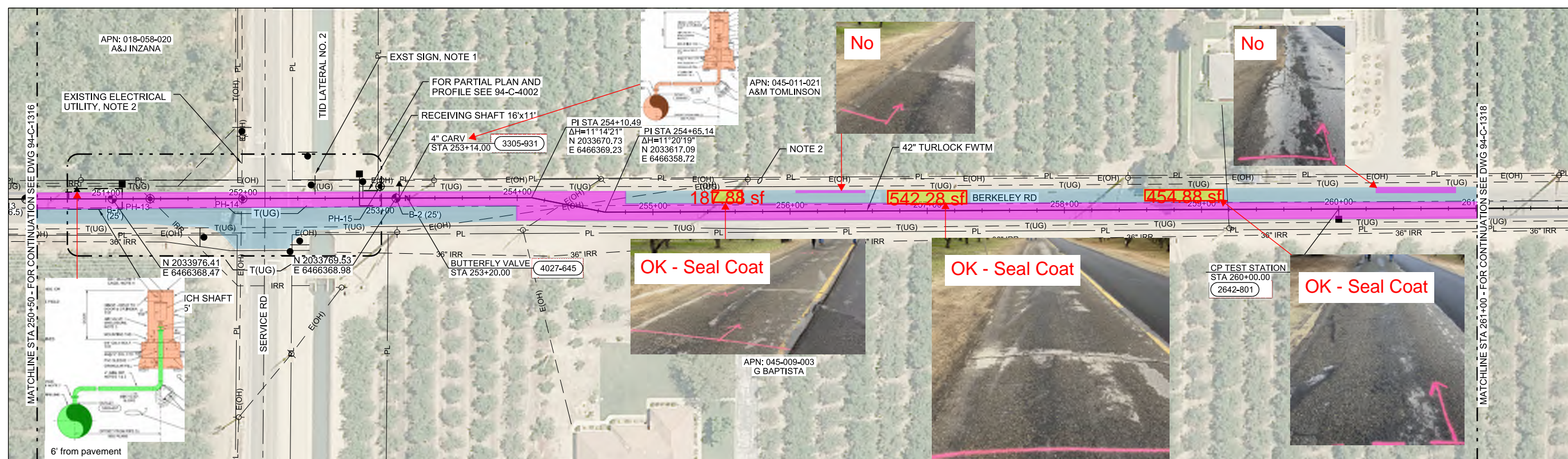

 Regional Surface Water Project
 Stanislaus Regional Water Authority
 Stanislaus County, CA


 CIVIL
TURLOCK FWTM
PLAN AND PROFILE
STA 241+00 TO STA 250+50

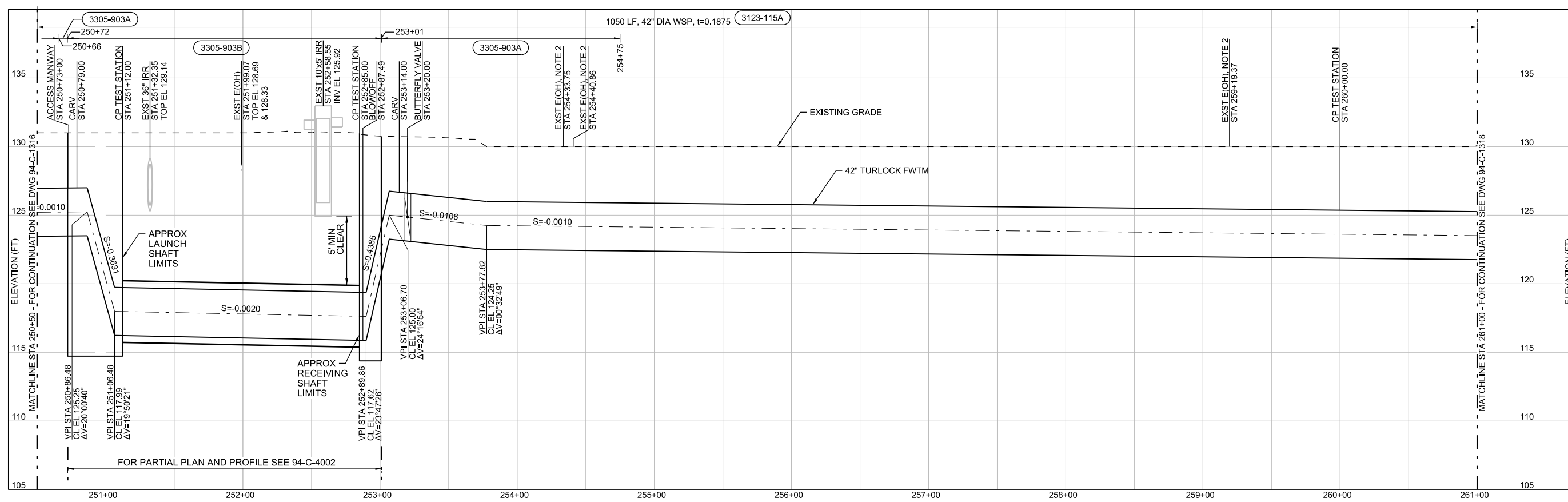
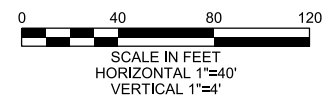
1"=40'
 VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE MAY 2021
 PROJ SRWA2019
 DWG 94-C-1316
 SHEET 40 of 103

ISSUED FOR CONSTRUCTION



- NOTES:**
1. SUBCONTRACTOR SHALL REMOVE EXISTING SIGN ASSEMBLY IN COORDINATION WITH COUNTY IMPROVEMENT STANDARDS AND ONLY AS NECESSARY TO PERFORM THE WORK. SUBCONTRACTOR SHALL REPLACE SIGN ASSEMBLY TO A LIKE OR BETTER CONDITION.
 2. CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.
 3. REFER TO ENCROACHMENT PERMIT FOR ADDITIONAL CONDITIONS AND REQUIREMENTS.
 4. COORDINATE WITH TID MINIMUM 5 WORKING DAYS PRIOR TO ANY WORK WITHIN 10 FEET OF CANAL.



DATE SIGNED: 5-13-2021

NO.	DATE	REVISION	CHK	DR	APVD	BY	APVD
				N MASCHKE	J SMITH	B MEMEO	M RANDALL

Regional Surface Water Project
Stanislaus Regional Water Authority
Stanislaus County, CA

Jacobs
CIVIL
**TURLOCK FWTM
PLAN AND PROFILE
STA 250+50 TO STA 261+00**

1"=40'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

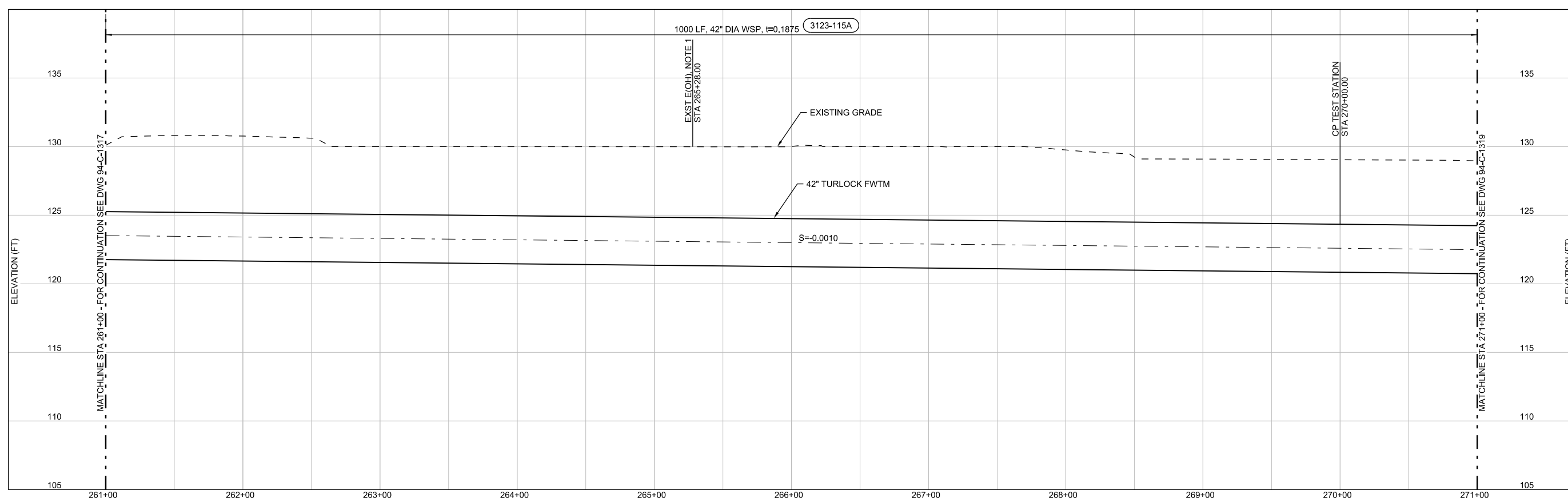
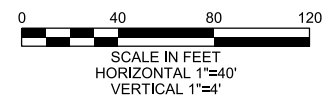
DATE: MAY 2021
PROJ: SRWA2019
DWG: 94-C-1317
SHEET: 41 of 103

ISSUED FOR CONSTRUCTION



NOTE:
1. CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.

PLAN
1"=40'



DATE SIGNED: 5-13-2021

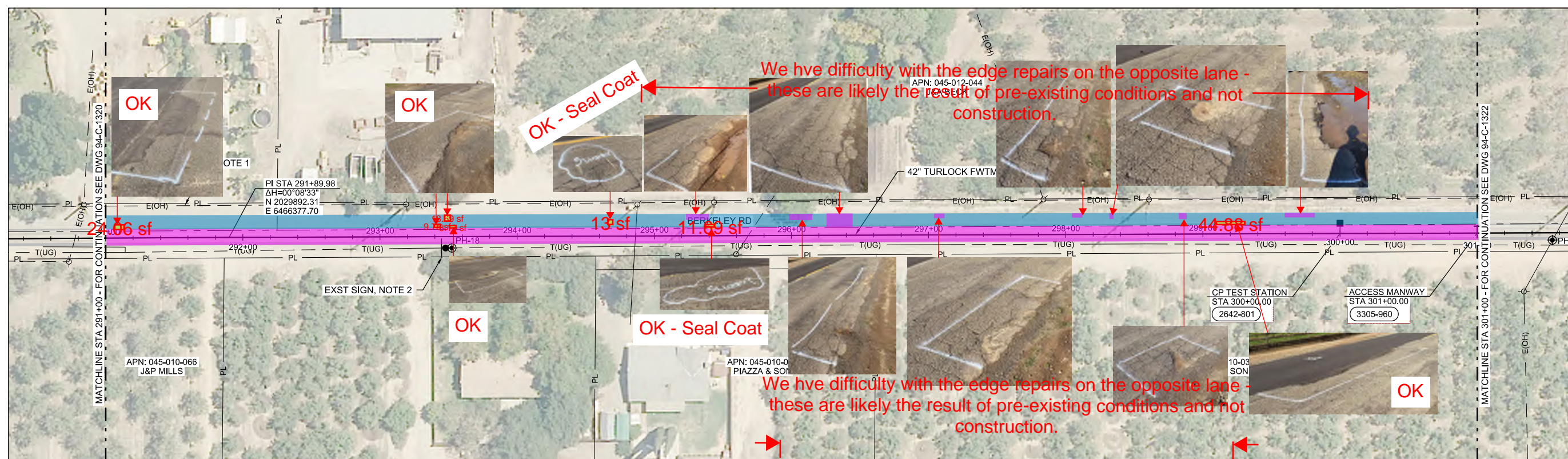
NO.	DATE	DR	CHK	APVD
		N MASCHKE	J SMITH	M RANDALL
				B MEMEO

Regional Surface Water Supply Project
Stanislaus Regional Water Authority
Stanislaus County, CA

Jacobs
CIVIL
TURLOCK FWTM
PLAN AND PROFILE
STA 261+00 TO STA 271+00

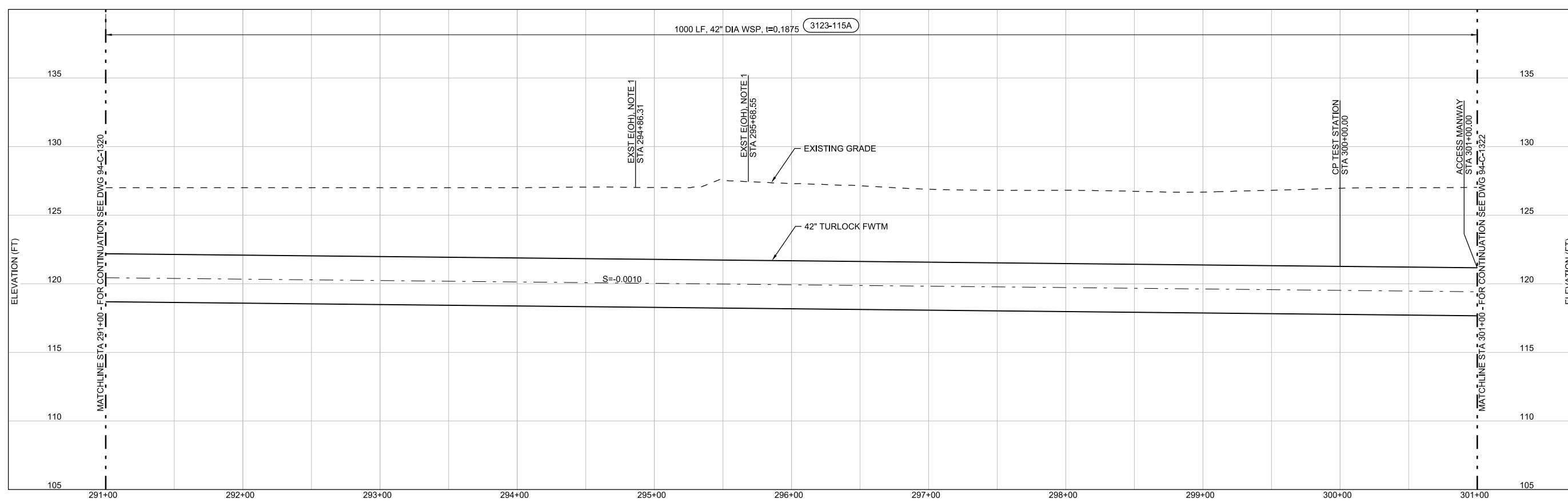
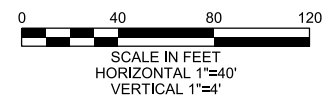
1"=40'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE: MAY 2021
PROJ: SRWA2019
DWG: 94-C-1318
SHEET: 42 of 103

ISSUED FOR CONSTRUCTION



- NOTES:**
- CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.
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PLAN
1"=40'



DATE SIGNED: 5-13-2021

NO.	DATE	REVISION	CHK	DR	APVD	BY	APVD
							M RANDALL
							B MEMEO
							J SMITH
							N MASCHKE



Regional Surface Water Supply Project
Stanislaus Regional Water Authority
Stanislaus County, CA

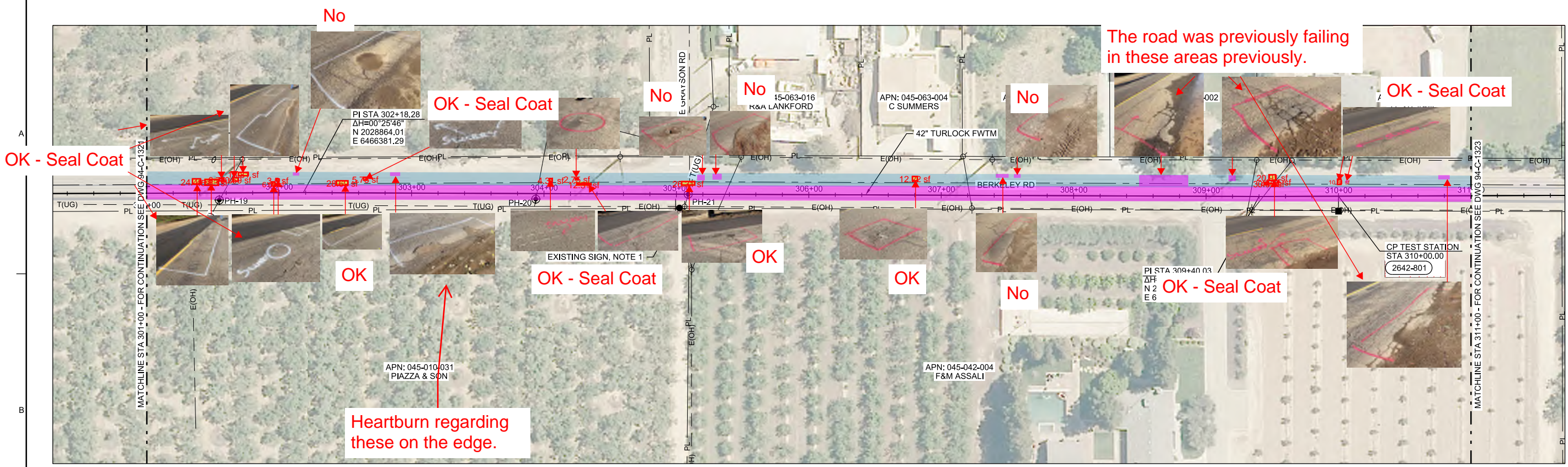


CIVIL
**TURLOCK FWTM
PLAN AND PROFILE
STA 291+00 TO STA 301+00**

1"=40'
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE	MAY 2021
PROJ	SRWA2019
DWG	94-C-1321
SHEET	45 of 103

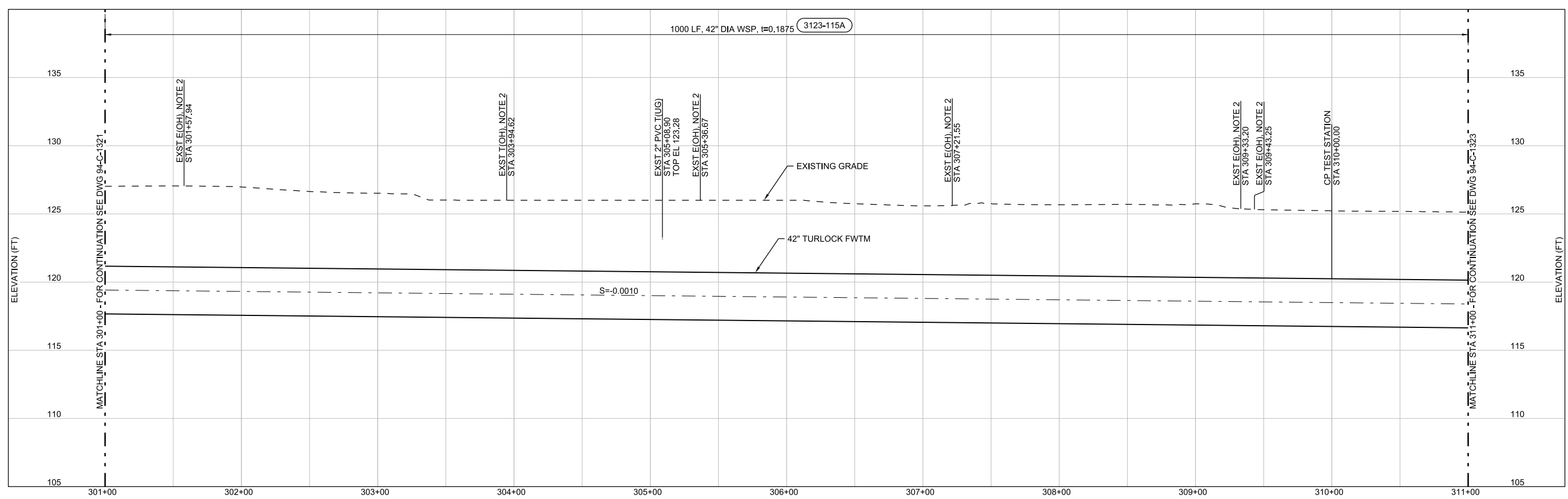
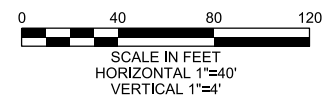
ISSUED FOR CONSTRUCTION



The road was previously failing in these areas previously.

Heartburn regarding these on the edge.

- NOTES:**
- SUBCONTRACTOR SHALL REMOVE EXISTING SIGN ASSEMBLY IN COORDINATION WITH COUNTY IMPROVEMENT STANDARDS AND ONLY AS NECESSARY TO PERFORM THE WORK. SUBCONTRACTOR SHALL REPLACE SIGN ASSEMBLY TO A LIKE OR BETTER CONDITION.
 - CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.



DATE SIGNED: 5-13-2021

NO.	DATE	REVISION	CHK	DR	APVD	BY	APVD
				N MASCHKE	J SMITH	B MEMEO	M RANDALL



Regional Surface Water Supply Project
Stanislaus Regional Water Authority
Stanislaus County, CA

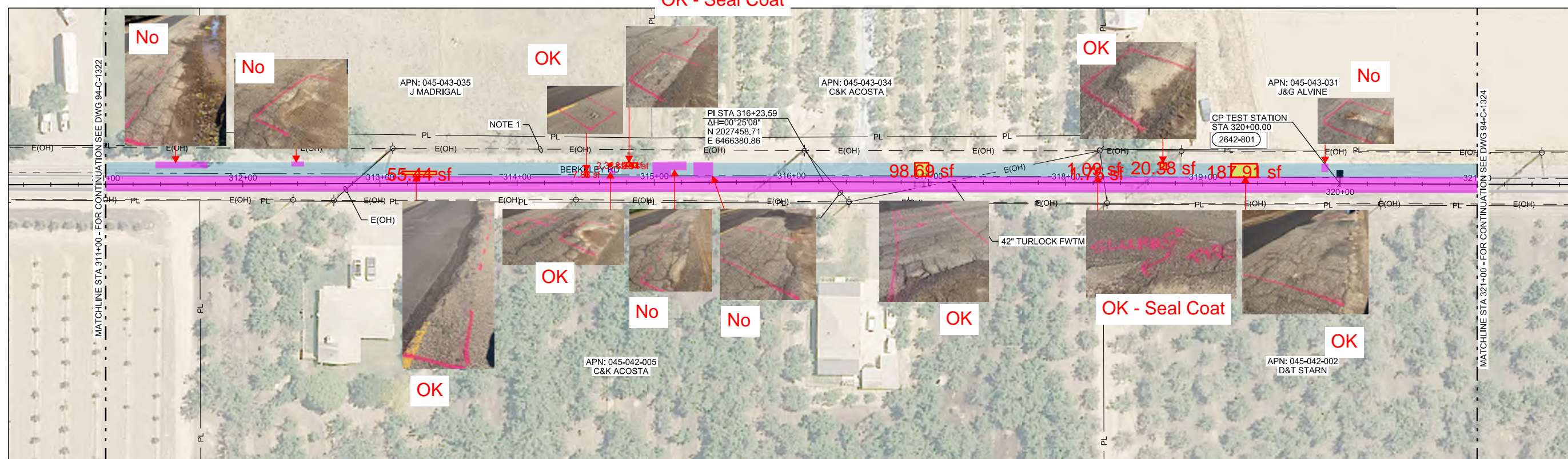


CIVIL
TURLOCK FWTM
PLAN AND PROFILE
STA 301+00 TO STA 311+00

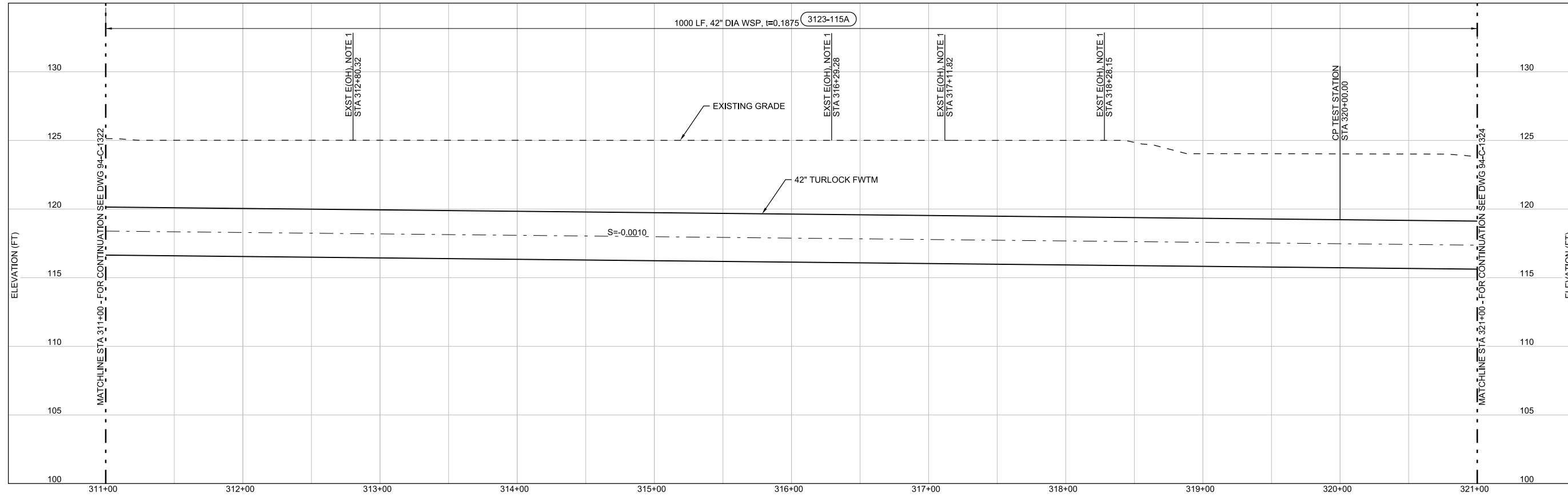
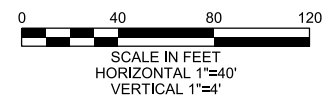
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VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE	MAY 2021
PROJ	SRWA2019
DWG	94-C-1322
SHEET	46 of 103

ISSUED FOR CONSTRUCTION



NOTE:
 1. CAUTION! ADHERE TO OSHA AND UTILITY CLEARANCE REQUIREMENTS.



DATE SIGNED: 5-13-2021

NO.	DATE	REVISION	CHK	DR	APVD	BY	APVD
							M RANDALL
							B MEMEO
							J SMITH
							N MASCHKE



Regional Surface Water Supply Project
 Stanislaus Regional Water Authority
 Stanislaus County, CA



CIVIL
 TURLOCK FWTM
 PLAN AND PROFILE
 STA 311+00 TO STA 321+00

1"=40'
 VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE	MAY 2021
PROJ	SRWA2019
DWG	94-C-1323
SHEET	47 of 103

ISSUED FOR CONSTRUCTION



2485 Natomas Park Drive
Suite 600
Sacramento, CA 95833
T +1.916.920.0300
www.jacobs.com

TRANSMITTED VIA ELECTRONIC MAIL

May 6, 2022

Stanislaus Regional Water Authority (SRWA)
156 S Broadway
Suite 270
Turlock, CA 95380
Attn: Mr. Robert Granberg, P.E., General Manager

Reference: Design-Build Contract for The Regional Surface Water Supply Project dated July 6, 2020

Subject: SRWA Roadway Improvements Allowance and County-Requested Grind/Overlay Work - Update

Dear Mr. Robert Granberg,

This is an update on the letter Jacobs submitted on April 15, 2022 regarding the Roadway Improvements Allowance and County requested adjacent lane grind/overlay added scope.

As stated in the proposal for the added scope, the price was valid through the month of April. Due to the increase in the California statewide crude oil price index for the month of May 2022, the unit price for paving has increased from \$29.07 per square yard to \$29.73 per square yard as referenced in attachment. The current anticipated total is now \$987,950.65 per attached letter and worksheet from Mountain Cascade, Inc.

Jacobs will provide actual direct costs, including traffic control and Jacobs' overhead and profit to SRWA to be included in the allowance under Design-Build Contract Section 6.2(I).

Should you have any questions, please do not hesitate to contact me via phone at 916.761.7854 or email at Ted.Michaelidis@jacobs.com.

Regards

Jacobs

Theodoros (Ted) Michaelidis, STSC, DBIA
Design-Build Manager

Attachments:

91512 – MCI SL No. 009 Notification of Cost Escalation – Grind and Overlay Proposal

Copies to:

Lindsay Smith, P.E.- West Yost Associates

Jeff Inferrera- ICM

Joe Broughton - Jacobs

Kelly Vorenkamp- Jacobs

Project File- SRWA2019@Jacobs.com



555 Exchange Court, Livermore, CA 94550 (925) 373-8370 Fax (925) 373-8379

May 4, 2022

Project: Stanislaus Regional Water Authority Transmission Pipelines
 Jacobs Engineering
 Contract No. SRWA2019-4201
 MCI Job No. 91512

MCI SL No. 009

Re: Stanislaus Regional Water Authority Transmission Pipelines Project – Subcontract No. SRWA2019-4201

Subject: Notification of Cost Escalation – Grind and Overlay Proposal

Dear Ms. Vorenkamp,

Please refer to Mountain Cascade, Inc.'s March 28, 2022 proposal, which included an escalator on the unit price for the additional 2" grind and overlay. For every \$5 increase in the California Statewide Crude Oil Price Index above its March 3, 2022 publication (\$507.20), the unit price for the grind and overlay increases \$0.0364 to account for increased material costs, except that the price provided would be valid through the month of April. As of May 4, 2022, the third business day of the month, the price index is now \$596.70, which results in the unit price of \$29.07 per square yard increasing to \$29.73 per square yard.

This is expected to affect the total cost of the aforementioned additional grind and overlay work. A worksheet attached, tabulates the cost of the work completed prior to the increase, and the work remaining to be completed. The current total is anticipated to be \$987,950.65 at completion.dd

In the event you have any questions regarding the above, please do not hesitate to reach out. I can be contacted by phone at 925-525-2596 or E-mail at HowardR@MountainCascade.com

Sincerely,

Howard Reiss

Howard Reiss, PE
 Mountain Cascade, Inc.

CC: Randy Buckman, Bill Price, Jarod Pitassi, Ted Michaelidis

Description	Sheet	Road	Square Footage	Square Yards	Date Paved	Applicable Unit Price	Extended Cost
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1305	Fox	354	39.33	4/26/2022 - 4/27/2022	\$ 29.07	\$ 1,143.42
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1306	Fox	10,883	1209.22	4/26/2022 - 4/27/2022	\$ 29.07	\$ 35,152.09
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1307	Fox	15,407	1711.89	4/26/2022 - 4/27/2022	\$ 29.07	\$ 49,764.61
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1308	Fox	12,730	1414.44	4/26/2022 - 4/27/2022	\$ 29.07	\$ 41,117.90
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1309	Berkeley	9,142	1015.78	4/26/2022 - 4/27/2022	\$ 29.07	\$ 29,528.66
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1310	Berkeley	11,696	1299.56	4/26/2022 - 4/27/2022	\$ 29.07	\$ 37,778.08
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1311	Berkeley	12,678	1408.67	4/26/2022 - 4/27/2022	\$ 29.07	\$ 40,949.94
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1312	Berkeley	11,024	1224.89	5/2/2022-5/3/2022	\$ 29.73	\$ 36,415.95
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1313	Berkeley	12,770	1418.89	5/2/2022-5/3/2022	\$ 29.73	\$ 42,183.57
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1314	Berkeley	11,473	1274.78	5/2/2022-5/3/2022	\$ 29.73	\$ 37,899.14
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1315	Berkeley	10,237	1137.44	5/2/2022-5/3/2022	\$ 29.73	\$ 33,816.22
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1316	Berkeley	10,571	1174.56	5/2/2022-5/3/2022	\$ 29.73	\$ 34,919.54
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1317	Berkeley	5,483	609.22	5/2/2022-5/3/2022	\$ 29.73	\$ 18,112.18
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1317	Berkeley	681	75.67	5/2/2022-5/3/2022	\$ 29.73	\$ 2,249.57
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1317	Berkeley	5,747	638.56	5/2/2022-5/3/2023	\$ 29.73	\$ 18,984.26
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1318	Berkeley	9,826	1091.78	5/2/2022-5/3/2025	\$ 29.73	\$ 32,458.55
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1319	Berkeley	10,745	1193.89	5/2/2022-5/3/2027	\$ 29.73	\$ 35,494.32
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1320	Berkeley	9,652	1072.44	5/2/2022-5/3/2029	\$ 29.73	\$ 31,883.77
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1321	Berkeley	10,337	1148.56	5/2/2022-5/3/2031	\$ 29.73	\$ 34,146.56
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1322	Berkeley	10,316	1146.22	5/2/2022-5/3/2033	\$ 29.73	\$ 34,077.19
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1323	Berkeley	9,003	1000.33	5/2/2022-5/3/2035	\$ 29.73	\$ 29,739.91
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1324	Berkeley	9,820	1091.11	5/2/2022-5/3/2037	\$ 29.73	\$ 32,438.73
Additional Grind & Overlay - Adj to Prev Paved.	94-C-1325	Berkeley	3,697	410.78	5/2/2022-5/3/2039	\$ 29.73	\$ 12,212.42
Additional Grind & Overlay - Yet to be Paved	94-C-1326	Berkeley	10,687	1187.44	N/A	\$ 29.73	\$ 35,302.72
Additional Grind & Overlay - Yet to be Paved	94-C-1327	Berkeley	8,409	934.33	N/A	\$ 29.73	\$ 27,777.73
Additional Grind & Overlay - Yet to be Paved	94-C-1327	Berkeley	962	106.89	N/A	\$ 29.73	\$ 3,177.81
Additional Grind & Overlay - Yet to be Paved	94-C-1328	Berkeley	9,700	1077.78	N/A	\$ 29.73	\$ 32,042.33
Additional Grind & Overlay - Yet to be Paved	94-C-1329	Berkeley	11,262	1251.33	N/A	\$ 29.73	\$ 37,202.14
Additional Grind & Overlay - Yet to be Paved	94-C-1330	Berkeley	2,833	314.78	N/A	\$ 29.73	\$ 9,358.34
Additional Grind & Overlay - Yet to be Paved	94-C-1330	Berkeley	12,371	1374.56	N/A	\$ 29.73	\$ 40,865.54
Additional Grind & Overlay - Yet to be Paved	94-C-1331	Berkeley	19,871	2207.89	N/A	\$ 29.73	\$ 65,640.54
Additional Grind & Overlay - Yet to be Paved	94-C-1331	Berkeley	974	108.22	N/A	\$ 29.73	\$ 3,217.45
Additional Grind & Overlay - Yet to be Paved	94-C-1332	Berkeley	11,976	1330.67	N/A	\$ 29.73	\$ 39,560.72
Additional Grind & Overlay - Yet to be Paved	94-C-1333	Berkeley	2,808	312.00	N/A	\$ 29.73	\$ 9,275.76
Additional Grind & Overlay - Yet to be Paved - City	94-C-1333	E. Taylor	19,436	2159.56	N/A	\$ 29.73	\$ 64,203.59
Additional Grind & Overlay - Yet to be Paved - City	94-C-1334	E. Taylor	4,677	519.67	N/A	\$ 29.73	\$ 15,449.69

Total Anticipated Cost of County Grind & Overlay - County \$ 1,005,887.65
 Total Anticipated Cost of County Grind & Overlay - City \$ 79,653.28

	Area (SY)	Applicable Unit Rate	Total Cost
Adjusted Cost of MCI Total MCI Responsibility			
Area of MCI Responsibilities Paved April	0	\$ 29.07	\$ -
Area of MCI Responsibilities yet to be Addressed	603.33	\$ 29.73	\$ 17,937.00

Updated Total Cost (City, County, Less MCI) \$ 987,950.65

EXHIBIT D

Road	Road Section	Road Improvements	SRWA Financial Responsibility (i.e. to be included in DB Base Bid)	County Financial Responsibility ⁽²⁾⁽³⁾⁽⁴⁾		Type of Right of Way
				Overlay/Surface Treatments	Widening	
Aldrich Rd	Aldrich Rd North of Ceres Main Canal to primary Water Treatment Plant entrance	Full reconstruction. Meet County standards for road section. Widen road to meet AASHTO 26' ROW section.	24 ft. road reconstruct + 2' (1' each side) gravel shoulder ⁽¹⁾⁽⁵⁾	N/A	N/A	Fee
Aldrich Rd	Aldrich Rd (South of TID Ceres Main Canal) to intersection of Aldrich Rd and Fox Rd	Full reconstruction. Meet County standards for road section. Widen road to meet AASHTO 24' ROW section.	22 ft. road reconstruct + 2' (1' each side) gravel shoulder ⁽¹⁾⁽⁶⁾	N/A	N/A	Fee
John Fox Rd ⁽²⁾	Intersection of Aldrich Rd and John Fox Rd to intersection of John Fox Rd and Berkeley Rd	Full road overlay. Replace lane where trenching occurs to match existing road section.	9.25' - 10 ft. road reconstruct (to match existing lane width) + 1' gravel shoulder ⁽¹⁾	9.25' - 10' grind & overlay ⁽⁴⁾	John Fox will not be widened	Prescriptive (STA 43+34 to STA 69+64)
Berkeley Rd ⁽³⁾	Intersection of John Fox Rd and Berkeley Rd to intersection of Berkeley Rd and Santa Fe Ave	Full road overlay. Replace lane where trenching occurs to match existing road section.	10 - 11 ft. road reconstruct (to match existing lane width) + 1' gravel shoulder ⁽¹⁾ Replace damaged dikes to a condition to serve as an effective dike Crown must be re-established where pipe trench crosses the crown. This may require up to 2' AC in adjacent lane to re-establish the crown.	10' - 11' grind & overlay ⁽⁴⁾	Additional 2' - 4' road construction + 1' gravel shoulder ⁽¹⁾ + structure / utility relocation costs due to widening ⁽⁵⁾	Fee and Prescriptive (STA 87+25 to STA 90+20)
Santa Fe Ave	Intersection of Berkeley Rd and Santa Fe Ave to approximately 350 ft Southeast of Berkeley Rd and Santa Fe Ave.	One lane reconstruction. Reconstruct lane where trenching occurs and replace subgrade to match existing road section.	Single lane reconstruction (to match existing lane width) Crown must be re-established where pipe trench crosses the crown. This may require up to 2' AC in adjacent lane to re-establish the crown.	N/A	N/A	Fee
Berkeley Rd ⁽³⁾	Intersection of Berkeley Rd and Santa Fe Ave to intersection of Berkeley Rd and E Keyes Rd	Full road overlay. Replace lane where trenching occurs to match existing road section.	10 - 10.5 ft. road reconstruct (to match existing lane width) + 1' gravel shoulder ⁽¹⁾ Replace damaged dikes to a condition to serve as an effective dike Crown must be re-established where pipe trench crosses the crown. This may require up to 2' AC in adjacent lane to re-establish the crown.	10' - 10.5' grind & overlay ⁽⁴⁾	Additional 3' - 4' road construction + 1' gravel shoulder ⁽¹⁾ + structure / utility relocation costs due to widening ⁽⁵⁾	Fee
Berkeley Rd ⁽²⁾⁽³⁾	Intersection of Berkeley Rd and E Keyes Rd to intersection of Berkeley Rd and Taylor Rd	Majority of the pipeline located in the shoulder. Repair any damage caused by construction equipment. ⁽⁴⁾	1' gravel shoulder ⁽¹⁾ Shoulder much be reestablished which may require 2 - 3' of AC if the trench is located close to the edge of pavement.	24' grind & overlay ⁽⁴⁾	Additional 3' road construction + 1' gravel shoulder ⁽¹⁾ + structure / utility relocation costs due to widening ⁽⁵⁾	Fee
Taylor Rd	Intersection of Berkeley Rd and Taylor Rd to 1,000 ft East of Intersection of Berkeley and Taylor Rd	Full reconstruction of intersection only. Meet County standards for road section.	24 ft. road reconstruct (to match existing road width) + 2' gravel shoulder ⁽¹⁾	N/A (maintained by Turlock)	N/A (maintained by Turlock)	Fee
Taylor Rd	Intersection of Taylor Rd and N Quincy Rd to 1,200 ft West of Intersection of Taylor Rd and N Quincy Rd	Full reconstruction. Meet County standards for road section.	20 - 21 ft. road reconstruct (to match existing road width) + 2' gravel shoulder ⁽¹⁾	N/A	Additional 3' - 4' road construction + structure / utility relocation costs due to widening ⁽⁵⁾	Fee
N Quincy Rd	Intersection of Taylor Rd and N Quincy Rd to Turlock terminal tank site on N Quincy Rd	Full reconstruction. Meet County standards for road section.	19 - 20 ft. road reconstruct (to match existing road width) + 2' gravel shoulder ⁽¹⁾	N/A	Additional 4' - 5' road construction + structure / utility relocation costs due to widening ⁽⁵⁾	Fee

Road	Road Section	Road Improvements	SRWA Financial Responsibility (i.e. to be included in DB Base Bid)	County Financial Responsibility ⁽²⁾⁽³⁾⁽⁴⁾		Type of Right of Way
				Overlay/Surface Treatments	Widening	
Hatch Rd	Ceres terminal tank site on Hatch Rd to intersection of Hatch Rd and Santa Fe Ave	Majority of the pipeline located in the shoulder. Repair any damage caused by construction equipment. ⁽⁴⁾	If damaged during construction, replace wide shoulder AC to match existing from ~94+00 to 100+00 (per pre-design dwg stationing) Replace storm drain swale to existing condition following construction AC placement may not include cold joint in wheel path Replace damaged dikes to a condition to serve as an effective dike	N/A	N/A	Fee
Santa Fe Ave	Intersection of Hatch Rd and Santa Fe Ave to approximately 250 ft Northwest of the intersection of Hatch Rd and Santa Fe Ave	One lane reconstruction. Reconstruct lane where trenching occurs and replace subgrade to match existing road section	Single lane reconstruction (to match existing lane width) Design to avoid cutting new pavement and loops as much as possible.	N/A	N/A	Fee
Hatch Rd	Intersection of Hatch Rd and Santa Fe Ave to approximately 150 ft East of the intersection of Hatch Rd and Santa Fe Ave	One lane reconstruction. Reconstruct lane where trenching occurs and replace subgrade to match existing road section	Single lane reconstruction (to match existing lane width) If damaged during construction, replace wide shoulder AC to match existing from ~177+50 to 180+00 (per pre-design dwg stationing)	N/A	N/A	Fee
Hatch Rd	Intersection of Hatch Rd and Santa Fe Ave to intersection of Hatch Rd and Geer Rd	Majority of the pipeline located in the shoulder. Repair any damage caused by construction equipment. ⁽⁴⁾	If damaged during construction, replace wide shoulder AC to match existing from ~200+50 to 206+00 and ~229+50 to 232+00 (per pre-design dwg stationing) AC placement may not include cold joint in wheel path Replace damaged dikes to a condition to serve as an effective dike	N/A	N/A	Fee

Footnotes:

- ⁽¹⁾ Pavement spoils and recycling asphalt concrete from existing roadbed may be used to construct shoulders per Condition 7 of the draft Encroachment Permit.
- ⁽²⁾ For the areas of Berkeley Road and John Fox Road where the pipeline is located outside of the pavement section, the County will be financially responsible for any improvements or widening of the roadway, based upon funding available, at County's discretion, with enough notice to allow for DB contractor design and construction to include widening. The SRWA's financial responsibility in these areas will only be construction of the 1-foot gravel shoulder and damage caused by the DB contractor as described in footnote 4.
- ⁽³⁾ There are portions of Berkeley Road that are in poor condition. The County will need to determine whether they want to reconstruct the adjacent travel lane in conjunction with road widening. SRWA will be financial responsibility for any damage caused to the adjacent lane by the DB contractor as described in footnote 4.
- ⁽⁴⁾ Prior to and following construction the Pavement Condition Index of the adjacent roadway will be assessed in accordance with the Encroachment Permit Conditions. The pre- and post-conditions will determine what surface treatments are the responsibility of SRWA. If the post-PCI does not identify SRWA responsibility for surface treatments to the adjacent travel lane then the County will maintain full financial responsibility for the subject overlay based on funding available, at County's discretion, with enough notice to allow for DB contractor construction to include grind and overlay.
- ⁽⁵⁾ The County will limit road widening to the width available without needing to relocate utilities or structures and based upon funding available, at County's discretion, with enough notice to allow for DB contractor design and construction to include widening.
- ⁽⁶⁾ SRWA will limit the width of Aldrich Road north and south of the Aldrich Road Bridge so as not to relocate utilities or structures.



April 20, 2022

Robert L. Granberg, P.E., DBIA

granbergassociates@gmail.com

Mr. Granberg,

The South San Joaquin Irrigation District (SSJID) is pleased to submit this letter in response to your March 8, 2022 Request for Letters of Expression of Interest for the Stanislaus Regional Water Authority (SRWA) Regional Surface Water Supply Project (RSWSP). We appreciate the opportunity to explore the possibility of collaborating with SRWA on its water treatment plant startup and future operation. SSJID is very interested in engaging with SRWA on this project, and believes that SSJID's relevant experience in the provision and delivery of high quality drinking water for local cities could be beneficial to the SRWA and its member communities.

BACKGROUND

SSJID is a California irrigation district, governed by the provisions of Division 11 of the California Water Code. The SSJID main office is located at 11011 East Highway 120, Manteca, CA, which is approximately 28 miles from the SRWA RSWSP. SSJID is governed by a five-member, elected board of directors. We currently have approximately 100 employees supporting our irrigation and drinking water operations. Our employees are represented by two different labor organizations: operations and field staff are represented by IBEW Local 1245; and administrative, technical, and management employees are represented by an internal SSJID Management Bargaining Unit.

SSJID was formed in 1909 to secure water rights; design, finance, and construct water distribution facilities; and deliver irrigation water to approximately 72,000 acres in and around Escalon, Manteca and Ripon. In 1916, SSJID constructed Woodward Reservoir near Oakdale in Stanislaus County, to provide additional surface water storage and flexibility for water deliveries. In 1926, SSJID partnered with Oakdale Irrigation District (OID) to construct the original Melones Reservoir. In 1948, SSJID and OID collaborated again to form the Tri-Dam Project, to increase the districts' water storage abilities and to produce hydropower through a system of dams and

reservoirs on the Stanislaus River. The resulting Tri-Dam Project, completed in 1957, provides 230,000-acre feet of water storage and 102 megawatts of hydropower generation capability.

SSJID partnered with the Cities of Manteca, Escalon, Lathrop and Tracy in the 1990s to form the South County Water Supply Project (SCWSP). The SCWSP promotes collaboration in regional water resources and water supply diversification for local cities by providing them treated surface water supplies. The SCWSP culminated in the construction and commissioning of the Nick C. DeGroot Water Treatment Plant (WTP) and related transmission facilities in 2005. At construction, the plant was the second largest membrane filtration drinking water plant in the nation, providing the partner-cities with up to 40 million gallons of drinking water per day.

In 2021, SSJID was awarded a Transparency Certificate of Excellence by the Special District Leadership Foundation. SSJID's board and team members are committed to upholding values of transparency, accountability, and good governance in the delivery of vital resources to its customers and stakeholders.

SSJID WATER TREATMENT EXPERIENCE

SSJID provides raw water supply to the WTP through Woodward Reservoir, treats the water, and distributes it to the SCWSP partner-cities. The plant is a Department of Drinking Water (DDW) T5/D4 system located at 5855 Dodds Road in Oakdale, CA, and is 19 miles north of the SRWA facility.

The WTP utilizes differential elevations and gravity-flow to supply raw water from Woodward Reservoir to its headworks. Upon delivery, the raw water is injected with an aluminum chlorohydrate (ACH) flocculent and a sodium hypochlorite (hypo) disinfectant, before flowing through static mixing chambers designed to maximize pin-floc formation by gently bringing together colloidal solids, which are naturally occurring in the raw water and the flocculent. Gravity then moves the water and pin-floc flow into a series of dissolved air floatation (DAF) basins, where dissolved air creates micro-bubbles, lifting the pin-floc in the water column to create a floating mat of floc particles. The pre-treatment water then flows from the DAF basin to the stabilization basin, where lime slurry from an RDP-Tekkem system and CO₂ are added and mixed. This raises the alkalinity of the water, which helps prevent corrosion in the 36-miles of concrete lined transmission pipeline that SSJID uses to deliver water to the customer cities. From the stabilization basin, the water continues to flow via gravity into eight membrane filter basins. The plant uses submerged, Suez/Zenon ZW-1000 membrane filters, ultra-filtration membrane filters that remove particles as small as 0.002 microns. From the membrane filters, the water is injected with a final dose of hypo disinfectant and pumped into two, three million gallon treated water storage tanks, which gravity feed water to the transmission line. There are seven separate turnout facilities along this

transmission line consisting of storage tanks, booster pumps, flow control valves and meters, which provide the terminal connection to each customer-city’s water distribution system.

SSJID assumes responsibility for all operations and maintenance, and capital program elements of the plant and transmission system. In order to support operations, the SSJID WTP is staffed with 20 employees as shown in Table 1. Eight (8) of SSJID’s WTP staff were hired before or within a year of the plant commissioning in 2005, and have experience with treatment and transmission facility startup.

Table 1. SSJID Water Treatment Plant Current Staffing

Classification	Number of Employees	Certifications
Plant Manager	1	DDW T5/D4; AWWA Cross Connection Specialist
Operations Supervisor	1	DDW T5/D4; PMI Certified Associates Project Management
Chief Plant Operator	1	DDW T5/D4
Shift Operators (Journey Level)	9	DDW T4/D3 or higher
Laboratory Coordinator	1	CWEA Water Quality Analyst
Laboratory Technician	1	AWWA Lab Analyst
Administrative Assistant	1	
Instrument/Control Technician	2	CWEA Electrical Instrumentation II/III
Plant Mechanic	2	CWEA Mechanical Technician IV/II, DDW D2, AWWA Backflow Tester
Maintenance Worker	1	AWWA Backflow Tester

SSJID’s Manteca office provides support to the Nick DeGroot Water Treatment Plant for various business functions ranging from management, accounting and finance, human resources, and administration. These services are allocated to SSJID WTP customers based on either a time and materials basis, or through fixed allocations for specific staff. The following is a comprehensive list of these support functions:

- Accounts Payable
- Construction
- Inspection and Utility Service Alerts
- Engineering
- Finance
- Heavy Equipment Operations
- Human Resources
- Information Technology/Communications

- Legal Services
- Management
- Payroll
- Safety
- Vehicle and Equipment Maintenance
- Water Resources/Regulatory Compliance

SSJID bills the cities monthly for all fixed and variable costs of the treatment and transmission operations, including capital projects contributions. Fixed costs and capital contributions are allocated to each city based on each city's share of water supply; variable costs are billed based on actual water delivered to each city. The average cost for treated water delivered in 2021 to the cities was approximately \$320 per acre-foot.

SSJID WTP operations fall under the purview of its Board of Directors. However, the plant operations are also reviewed by an Operating Committee consisting of SSJID staff and representation from each partner-city. The Operating Committee meets quarterly to review operational and financial performance of the SSJID WTP facilities, review annual budgets, and coordinate on capital projects such as future plant expansion and upgrades.

SSJID INTEREST IN PARTNERING WITH SRWA

After reviewing SRWA's proposed staffing plans and March 8 request letter, SSJID wishes to express its interest in the opportunity to assist with staffing and operating the Regional Surface Water Supply Project water treatment plant for SRWA. We believe that SSJID's experience with water treatment plant and transmission operations, and working relationships with municipal-level customers, are particularly well suited with SRWA's proposed facilities and staffing model, and that a regional partnership between SSJID and SRWA member cities could provide shared economic and operational benefits for all involved parties, including:

- Cost-effective operations, and assurances that SRWA assets maintained for long-term reliability through transparent and accountable public agency plant administration
- Optimization of SRWA staffing by utilizing existing SSJID plant expertise and administrative functions
- Increased workforce of certified drinking water operators in the region, promoting stability and reliability for SRWA and SSJID plant operations
- Savings through economies of scale in material and chemical purchases

SSJID is capable of providing operations and administrative support as it currently does with its own water treatment plant. SSJID's operators and managers with startup experience could assist SRWA with initial plant startup, and other SSJID functions could be used to support administrative, equipment, and accounting needs of the plant. There are several possible variations of our current operational model that could meet SRWA's

operational needs. SSJID would like to engage with SRWA to further discuss SRWA's anticipated near-term and possible longer-term operational and staffing needs to determine what level of assistance SRWA might request, and what SSJID might be able to provide.

SSJID is also interested in exploring mutual aid relationships with SRWA to promote regional reliability and support for emergency water treatment operations. SSJID is currently part of the California Water/Wastewater Agency Response Network (CalWARN), but a more local network of mutual aid agencies would increase responsiveness in the event of an emergency.

SSJID thanks the SRWA for the opportunity to further explore supporting this important regional water supply project for the Cities of Turlock and Ceres. We look forward to engaging with the SRWA in more detail to understand SRWA's vision and plans for its member cities, and to determine what resources SSJID can provide in support.

Warm regards,

SOUTH SAN JOAQUIN IRRIGATION DISTRICT



Peter M. Rietkerk, P.E.

General Manager