



AGENDA
Fairview Fire Protection District Regular Board Meeting
Monday, July 29, 2024, 7:00 P.M.
FIRE STATION 8
25862 FIVE CANYONS PARKWAY, CASTRO VALLEY, CA 94552



.PUBLIC PARTICIPATION FOR ONLINE OBSERVERS

Fairview Fire Protection District encourages public participation by online observers of its meetings, including in any of the following ways.

OBSERVE:

- To observe the meeting by video conference, at the noticed meeting time in the header above, please click on this link, or input the link into your web browser's URL bar:

<https://us06web.zoom.us/j/84492900446>

Zoom's instructions on how to join a meeting by video conference are available at: <https://support.zoom.us/hc/en-us/articles/201362193>, which is a webpage address that provides a tutorial video entitled "Joining a Meeting."

- To listen to the meeting by phone, please call one of the numbers below at the noticed meeting time:

Dial (for higher quality, dial a number based on your current location):

+1 253 215 8782 or +1 346 248 7799
or +1 720 707 2699 or +1 301 715 8592
or +1 312 626 6799 or +1 646 558 8656

For each number, please be patient and when requested, dial the following Webinar ID: 844 9290 0446

After calling any of these phone numbers, if you are asked for a participant ID or code, press the pound (#) key.

Zoom's instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663>, which is a webpage address that provides written tutorial instructions entitled "Joining a Meeting By Phone."

PROVIDE PUBLIC COMMENT VIA TELECONFERENCE: There are three ways for online observers to make public comment within the time allotted for public comment on an eligible Agenda item.

- Comment in advance via email. To send your comment directly to the Board and staff BEFORE the meeting starts, please send your comment, along with your full name and agenda item number you are commenting on, to Michael Preston at mike.preston@fairviewfiredistrict.org. Please note that submissions close twenty-four (24) hours before posted meeting time. All submitted public comments will be provided to the Directors prior to the meeting, and the District will momentarily confirm during the meeting itself receipt of any timely email comments.

- By Video Conference. To comment by Zoom video conference, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will then be unmuted, during your turn, and allowed to participate in public comment. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" are available at: <https://support.zoom.us/hc/en-us/articles/205566129>, which is a webpage entitled "Raise Hand In Webinar."

- By Phone. To comment by phone, please call on one of the above listed phone numbers. You will be prompted to "Raise Your Hand" by pressing STAR-NINE ("*9") to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. Once it is your turn, you will be unmuted and allowed to comment. After the allotted time, you will be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663>, which is a webpage entitled "Joining a Meeting by Phone."



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If you have any questions about these protocols, please e-mail Michael Preston, at mike.preston@fairviewfiredistrict.org.

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
2. **ROLL CALL: DIRECTORS DIMIC, CHOI, CLARK, JUSTICE, & McDANIEL**
3. **WELCOME:** If you wish to speak on an item which appears on this agenda, the President will call your name when your agenda item is being considered. Please state your name and address for the record. Each speaker is allowed three (3) minutes.
4. **PUBLIC COMMENT PERIOD** (The Public Comments Period provides an opportunity for citizens to address the Board on items not listed on the agenda. The Board welcomes your comments under this section but is prohibited by State law from discussing items not on the agenda.)
5. **MESSAGE FROM THE PRESIDENT** **INFO**
6. **COMMENDATION AND PRESENTATION OF PLAQUE TO (RET) FIRE CHIEF CONTRERAS FOLLOWING HIS RETIREMENT.** **INFO**

After 12 years as Fire Chief and 28 years of service to the City of Hayward and the Fairview Fire Protection District community, Fire Chief Garrett Contreras retired on Friday, June 7, 2024. Chief Contreras' leadership has been a period of innovation, modernization, and genuine commitment to public service. As the Fire Service has taken on a greater role in emergency medical response, he has been a leader in leveraging partnerships to make healthcare more accessible and for the betterment of the Fire Service generally. Congratulations Chief Contreras on a well-deserved retirement.
7. **FIRE CHIEF'S REPORT** **INFO/ACTION**

Incident Response Statistics - May/June 2024
Fire Prevention Activity - May/June 2024
Vegetation Management Update
July 4th Report
8. **FFPD FINANCIAL UPDATE** **INFO/ACTION**

Cash Balance Report - April and May 2024
Accountant's Report - May and June 2024



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| <p>9. PUBLIC HEARING FOR 2024/25 FINAL BUDGET
The public is invited to comment and make suggestions about the District's budget expenditure plan for 2024-25. The Adopted Preliminary Budget is attached, can be viewed on the District's web site, and is posted at Fire Station 8 on Five Canyons Parkway and the old Fire Station on Fairview Avenue.</p> <p>10. ADOPT FY24/25 FINAL BUDGET</p> <p>BREAK</p> <p>11. GENERAL MANAGER REPORT</p> <ul style="list-style-type: none">• Streamline web hosting services update• Reminder to Directors who intend to run for their seats in November General Election to register with Registrar of Voters between July 15 & August 9 2024• President needs to appoint Open House Committee• Discussion on how to pay Open House food vendor <p>12. CONTRACT REVIEW COMMITTEE - Each year a committee is appointed to review the contract for service with COH. A meeting was held with the Fire Chief and staff to discuss achievements of performance metrics specified in the contract.</p> <p>13. REPAIR/REPLACEMENT OF ROAD SURROUNDING FIVE CANYONS PARKWAY FIRE STATION -
Authorization to engage Greenwood & Moore and Baez Geotechnical Group to provide engineering services needed to replace private road around Five Cannons Parkway Fire Station.</p> <p>14. BOARD MOTIONS AND APPROVALS
Regular Meeting Minutes - May 20, 2024</p> <p>15. MEETING ACTIONS ITEMS SUMMARY</p> <p>16. COMMENTS BY BOARD MEMBERS</p> <p>17. AGENDA ITEMS FOR NEXT BOARD MEETING</p> | <p>INFO/ACTION</p> <p>INFO/ACTION</p> <p>INFO/ACTION</p> <p>INFO/ACTION</p> <p>INFO/ACTION</p> <p>INFO/ACTION</p> <p>INFO/ACTION</p> <p>INFO/ACTION</p> <p>INFO/ACTION</p> <p>INFO/ACTION</p> |
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ADJOURNMENT

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the videoconference meeting, to access written documents being discussed at the Board meeting, or to otherwise



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participate at Board meetings, please contact the General Manager, Michael Preston at (510) 583-4930 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

5. MESSAGE FROM THE PRESIDENT

6. COMMENDATION FOR
(RET) CHIEF
CONTRERAS

7. FIRE CHIEF'S REPORT



Response Time Report July 29, 2024

May/June	
Average Response Time	Eng. 8 – 3 min 59 sec. Eng. 9 – 3 min 36 sec.
5 min 50 sec or less	91.7% (133/145)
ERF less than 8 min	100% (1/1)

➤ **ERF = Effective Response Force**



July 9, 2024

To: Eric Vollmer, Interim Fire Chief
Through: Scott Anderson, Deputy Fire Chief
Ryan Hamre, Deputy Fire Chief
From: Miles Massone, Fire Marshal

Re: FFPD Fire Prevention Activity (May-June Bi-Monthly Report)

During the past two months, The Office of the Fire Marshal has been involved in the following activity in the Fairview Fire Protection District:

Performed (0) Fire Inspections (Annual/Fire Protection/Building)

Reviewed (0) Referrals for Future Construction/Development

Performed (9) New Construction Plan Checks for Single Family Residences/Additions

- 22653 Woodroe Ave Parcel 3 New Construction 2-story 3/2 2-car garage SFR 1492 sq ft
- 22653 Woodroe Ave Parcel 2 New Construction 1-story 4/2 carport SFR 1992 sq ft
- 2060 Twin Creeks Pl 13/13D Sprinkler System SFR
- 22580 Byron St Garage Conversion (259 sq ft) & Addition (234 sq ft) to ADU
- 2957 Hardeman St 600 sq ft addition to SFR, demo and reconstruct deck
- 24579 Karina Ct 13/13D Sprinkler System SFR
- 24717 Fairview Ave Detached 748 sq ft ADU & installation of roof-mount solar
- 2054 Miller Ct Removal of unpermitted storage; construction of gym with ½ bath
- 25386 2nd St Construction of 504-sq ft detached ADU; removal of storage

Performed (19) Vegetation Management Complaint Inspections

- 24696 2ND ST Failed - First Abatement Notice Mailed
- 26920 FAIRVIEW AVE Failed - First Abatement Notice Mailed
- 2214 MINNIE ST Failed - First Abatement Notice Mailed
- 25700 CLOVER RD Failed - First Abatement Notice Mailed
- 27364 FAIRVIEW AVE Closed - In Compliance
- 3216 D ST HAYWARD Closed - In Compliance
- 1444 EAST AVE Closed - In Compliance
- 22897 VALLEY VIEW DR Failed - First Abatement Notice Mailed
- 23829 CLAYTON ST Failed - First Abatement Notice Mailed
- 2816 HIDDEN LN Failed - First Abatement Notice Mailed
- 2666 EAST AVE Failed - First Abatement Notice Mailed
- 4050 AMYX CT Closed - In Compliance
- FAIRVIEW AVE Re-Inspection Due
- 2512 D ST Closed - In Compliance
- 2468 HIDDEN LN Re-Inspection Due
- 22197 CYNTHIA CT Re-Inspection Due
- 24591 FAIRVIEW AVE Re-Inspection Due
- 25634 CAMINO VIS Closed - In Compliance

Respectfully,

Miles Massone
Fire Marshal

8. FFPD FINANCIAL UPDATE

INFO/ACTION

PeopleSoft
CASH BALANCES BY FUND

Report ID: FXGLA301
Fiscal Year 2024
Accounting Period 10 thru 10 --- Fund(s) Requested: All
Fund: 43300 Fairview Fire District

<u>Journal Date</u>	<u>Journal ID</u>	<u>Jrnl Line Description</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Apportionment</u>	<u>Interfund Transfers</u>	<u>Ending Balance</u>
2024-04-02	0001011689	Cash in Treasury				1,903,723.14		8,064,158.33
2024-04-03	0001012334	Cash in Treasury					-9,414.50	8,054,743.83
2024-04-04	0001012371	Cash in Treasury				-3,199.43		8,051,544.40
2024-04-04	0001012372	Cash in Treasury				-152.44		8,051,391.96
2024-04-04	APP1011864						-1,939.00	8,049,452.96
2024-04-05	0001012180	Cash in Treasury				-382.62		8,049,070.34
2024-04-05	0001012373	Cash in Treasury				-2.15		8,049,068.19
2024-04-05	APP1012026						-834.77	8,048,233.42
2024-04-08	0001012365	Cash in Treasury					742.94	8,048,976.36
2024-04-08	0001012366	Cash in Treasury					23,343.47	8,072,319.83
2024-04-08	0001013352	Cash in Treasury				13,431.83		8,085,751.66
2024-04-08	0001013353	Cash in Treasury				1,347.22		8,087,098.88
2024-04-09	0001012509	Cash in Treasury					-257.48	8,086,841.40
2024-04-09	0001012543	Cash in Treasury					52.27	8,086,893.67
2024-04-11	0001013348	Cash in Treasury				706.45		8,087,600.12
2024-04-11	0001013349	Cash in Treasury				23.08		8,087,623.20
2024-04-11	0001013350	Cash in Treasury				497.22		8,088,120.42
2024-04-12	0001013343	Cash in Treasury					-270.02	8,087,850.40
2024-04-12	0001013345	Cash in Treasury					-63.15	8,087,787.25
2024-04-12	0001013346	Cash in Treasury					-4,355.13	8,083,432.12
2024-04-19	APP1013721						-1,023.31	8,082,408.81
2024-04-24	APP1017087						-517.04	8,081,891.77
2024-04-29	APP1017713						-18,202.55	8,063,689.22
Totals for Fund 43300			6,160,435.19	0.00	0.00	1,915,992.30	-12,738.27	8,063,689.22

PeopleSoft
 CASH BALANCES BY FUND

Report ID: FXGLA301
 Fiscal Year 2024
 Accounting Period 11 thru 11 --- Fund(s) Requested: All
 Fund: 43300 Fairview Fire District

<u>Journal Date</u>	<u>Journal ID</u>	<u>Jrnl Line Description</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Apportionment</u>	<u>Interfund Transfers</u>	<u>Ending Balance</u>
2024-05-02	APP1018317						-400.00	8,063,289.22
2024-05-09	0001019460	Cash in Treasury				2.13		8,063,291.35
2024-05-09	0001019461	Cash in Treasury				-3,860.65		8,059,430.70
2024-05-09	0001019462	Cash in Treasury				68.25		8,059,498.95
2024-05-09	0001019463	Cash in Treasury				15.97		8,059,514.92
2024-05-09	0001019466	Cash in Treasury				21,333.30		8,080,848.22
2024-05-09	0001019467	Cash in Treasury				867.53		8,081,715.75
2024-05-10	0001019810	Cash in Treasury					-201.81	8,081,513.94
2024-05-10	0001019812	Cash in Treasury					-47.20	8,081,466.74
2024-05-10	0001019813	Cash in Treasury					-3,255.00	8,078,211.74
2024-05-13	0001019633	Cash in Treasury				-183.93		8,078,027.81
2024-05-13	0001019815	Cash in Treasury				-4,269.12		8,073,758.69
2024-05-14	0001019816	Cash in Treasury				-428.29		8,073,330.40
2024-05-16	APP1020124						-665.00	8,072,665.40
2024-05-20	APP1020400						-5,314.48	8,067,350.92
2024-05-22	APP1020791						-750.23	8,066,600.69
2024-05-27	APP1021382						-5,805.00	8,060,795.69
2024-05-31	UT00000001	Cash in Treasury					-29.16	8,060,766.53
Totals for Fund 43300			8,063,689.22	0.00	0.00	13,545.19	-16,467.88	8,060,766.53

FAIRVIEW FIRE PROTECTION DISTRICT

ACCOUNTANTS REPORT

MAY 2024

#	PAYEE	DESCRIPTION	AMOUNT
23-102	Bay Area News Group - East Bay	Classified Ad:04/05/2024: Legals CLS PO Number: Ordiance 1 Abatement Standards - \$488.11 Classified Ad:04/05/2024: Legals CLS PO Number: Safe & Sane Fireworks - \$176.89	665.00
23-103	Concise Bookkeeping	Various Bookkeeping Services for April 2024	679.75
23-104	US Bank 5/06/2024 stmt.	Zoom: 4/13-5/12/24 Standard Pro & Webinar svc. - \$75.94; DMV:DMV Registration - Polar Lic #DBiN15 \$54.00; CA DMV cr.card. Processing fee \$1.05; Goggle Workspace: 4/1-4/30/2024 - \$43.20	174.19
23-105	EBMUD #89626975356	24200 Fairview Ave. Water & ORO Loma Svcs:3/11/24-5/08/2024	165.69
23-106	Pacific Printing - Inv #51107	Fairview Courtesy Notice - 2024: 5,501 Notices \$1,277.36; 5,501 #10 Window Envelopes - \$842.90; 5,501 - Mailing Svc \$778.23.. Postage \$1197.59; Tax \$198.77	4,294.85
23-107	Pacific Gas & Electric (3/21/24-04/22/24) Bill amount \$834.77	24200 Fairview:Electric Delivery & Generation-\$105.93;Gas-\$9.22 25862 Five Cny's:Electric Delivery&Genert'n \$252.77;Gas-\$382.31	750.23
23-112	Garcia Hernandez Sawhney LLP	Legal & Recording Sec. Services: 02/09-02/29/2024	2,137.50
23-113	Garcia Hernandez Sawhney LLP	Legal & Recording Sec. Services: 03/06-03/27/2024	3,267.50

23-108	Robert Clark	Directors fee: Regular Meeting 5/20/2024	100.00
23-109	Michael Justice	Directors fee: Regular Meeting 5/20/2024	100.00
23-110	Melissa Dimic	Directors fee: Regular Meeting 5/20/2024	100.00
23-111	Mark McDaniel	Directors fee: Regular Meeting 5/20/2024	100.00

Expenditures - Page 1 Sub Total	\$ 12,534.71
Expenditures from Page 2 Sub Total	\$ -
TOTAL EXPENDITURES	\$ 12,534.71

RECEIPTS FROM

DESCRIPTION

TOTAL RECEIPTS \$ -

<u>SUMMARY</u>	
Directors Fees	\$ (400.00)
Total Bills	(12,134.71)
Total Receipts	\$ -
	\$ (12,534.71)

Submitted for approval by:
Barbara Charnley, Concise Bookkeeping
6/8/2024

FAIRVIEW FIRE PROTECTION DISTRICT

ACCOUNTANTS REPORT

MAY 2024

#	PAYEE	DESCRIPTION	AMOUNT
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Expenditures Continued -

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EXPENDITURES - page 2 \$ -

FAIRVIEW FIRE PROTECTION DISTRICT

ACCOUNTANTS REPORT

JUNE 2024

#	PAYEE	DESCRIPTION	AMOUNT
23-114	Bay Area News Group - East Bay	Classified Ad:04/19- 5/17/2024:5/20/2024 Mtg & Preliminary Budget	146.30
23-115	US Bank 6/06/2024 stmt.	Zoom: 5/13 - 6/12/24 Standard Pro & Webinar svc. - \$75.94; Pete's Hardware - Power cord repair parts - \$14.32; Goggle Workspace: 5/1-5/31/2024 - \$43.20	133.46
23-116	Pacific Gas & Electric (4/22/24-05/21/24) Bill amount \$453.11	24200 Fairview:Electric Delivery & Generation-\$121.10;Gas-\$8.35 25862 Five Cny's:Electric Delivery&Generat'n \$154.87;Gas-\$168.79	453.11
23-117	Richard DiTiberio (6/1/2024 Inv.)	Landscape maintenance: Station #8 - Five Canyons - May 2024	400.00
23-118	KO Websites 6/1/23 Inv #28002	Web Hosting - www.fairviewfiredistrict.org:Hosting runs July1, 2024 through July1 2025 (Includes WP Application updates and live/local phone support. \$450.00 SSL Certificate \$89.00	539.00
23-119	Concise Bookkeeping (Jun.Inv)	Various Bookkeeping Services for May 2024	482.27
23-120	Richard DiTiberio (6/24/2024 Inv.)	Landscape maintenance: Station #8 - Five Canyons - June 2024	400.00

Expenditures - Page 1 Sub Total	\$ 2,554.14
Expenditures from Page 2 Sub Total	\$ -
TOTAL EXPENDITURES	\$ 2,554.14

RECEIPTS FROM

DESCRIPTION

TOTAL RECEIPTS	\$ -
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SUMMARY	
Directors Fees	\$ -
Total Bills	(2,554.14)
Total Receipts	\$ -
	\$ (2,554.14)

Submitted for approval by:
Barbara Charnley, Concise Bookkeeping
7/6/2024

FAIRVIEW FIRE PROTECTION DISTRICT

ACCOUNTANTS REPORT

JUNE 2024

#	PAYEE	DESCRIPTION	AMOUNT
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Expenditures Continued -

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EXPENDITURES - page 2 \$ -

9. PUBLIC HEARING FOR 2024/25 FINAL BUDGET

INFO/ACTION

Operating Budget - Expenditures	Year to Date to 07/19/23	FY 23/24 Adopted Final Budget	Year to Date to 04/22/24	% to Date	FY 24/25 Proposed Final Budget
Director Fees and Expenses					
Director Fees for Board Attendance	4,500	3,797	3,100	82%	5,000
Director Expenses (i.e. mileage), ACSDA Meeting Host Refreshments	-	1,500	494	33%	1,500
Training for Board Members	-	5,000	1,569	31%	4,000
Supplies and Technology					
Office/Technology (Zoom, Gmail, Survey Monkey)/Event Supplies	4,054	5,500	4,968	90%	5,500
Newsletter	4,166	4,500	-	0%	4,500
Website	525	2,500	1,498	60%	8,000
Memberships					
Alameda County Env Health (CUPA)	-	834	-	0%	834
Cal Special Dist Assoc (Local Chapter)	-	100	-	0%	100
Payment to LAFCO	395	700	521	74%	700
Administration Services					
General Manager Services	39,763	43,200	21,809	50%	43,200
Legal Counsel & Recording Secretary	15,237	43,200	17,388	40%	43,200
Publicity and Legal Notices	1,084	3,000	1,314	44%	3,000
Bookkeeping Services	12,431	16,000	20,221	126%	20,000
Annual Audit	10,815	12,000	11,150	93%	12,000
Insurance	10,733	15,000	13,419	89%	15,000
Lease Payment to County	-	15	-	0%	15
Workers Compensation Insurance	3,847	4,000	3,413	85%	4,000
Alameda County Tax Admin Fee		30,000	18,841	63%	30,000
Facilities Services					
Alarm Systems	2,680	4,000	3,162	79%	4,000
Janitorial	-	500	-	0%	500
Old Fire Station 8 Upkeep	13,450	-	-	0%	5,000
Utilities - East Bay MUD	982	1,000	766	77%	1,000
Utilities - PG&E	24,069	30,000	10,573	35%	30,000
Yard Service	4,800	4,800	4,800	100%	4,800
Retainer for Solar Analysis	-		-		
Programs and Events					
Disaster Preparedness Program	2,329	5,000	-	0%	7,500
Chipping Program	15,000	15,000	15,000	100%	15,000
Firewise Projects/Residential Assistance	-	10,000	10,000	100%	10,000
Weed Abatement Courtesy Notice	4,281	5,000	4,295	86%	5,000
Strategic Plan		18,203	18,203	100%	-
Strategic Plan Postcard Mailing			2,922		-
Red Flag Staffing	-	5,000	-	0%	10,000
District Election					
District Election	32,845	-	-	0%	35,000

Subtotal District Expenses	207,988	289,349	189,427	65%	328,349
Emergency Response Services	3,115,811	\$ 3,240,444	3,240,444	100%	3,363,581
Paramedic Services	346,201	360,049	360,049	100%	373,731
Subtotal Hayward Fire Contract	3,462,012	3,600,493	3,600,493	100%	3,737,312
Capital Commitment	Year to Date to 07/19/23	FY 23/24 Adopted Final Budget	Year to Date to 03/21/24	% to Date	FY 24/25 Proposed Final Budget
Apparatus Replacement	165,919	205,489	205,489	100%	211,653
Equipment Replacement	26,759	27,562	27,562	100%	28,819
Facility Capital Improvements	217,143	223,657	223,657	100%	230,367
Subtotal Capital Budget	409,821	456,708	456,708	100%	470,839
	Year to Date to 07/19/23	FY 23/24 Adopted Final Budget	Year to Date to 03/21/24	% to Date	FY 24/25 Proposed Final Budget
TOTAL OPERATING EXPENDITURES	4,079,821	4,346,550	4,246,628	98%	4,536,500
Revenues	Based on FY23 Audit (rec'd Jan 2024)	FY 23/24 Adopted Final Budget	Year to Date to 03/21/24		FY 24/25 Proposed Final Budget
Property Tax	4,395,504	3,949,601	2,544,782	64%	4,573,082
Interest	119,483	75,777	110,069	145%	124,310
EMS (ALS)	29,413	29,055	16,615	57%	30,601
Other Revenue	2	-			-
TOTAL REVENUES	4,544,402	4,054,432	2,671,466	66%	4,727,994
<i>ERAF Contribution = 21.89%</i>					

10. ADOPT FY24/25 FINAL BUDGET

INFO/ACTION

BREAK

1 1. GENERAL MANAGER REPORT

INFO/ACTION

12. CONTRACT REVIEW COMMITTEE

INFO/ACTION

BOARD OF DIRECTORS

MELISSA DIMIC
MICHAEL JUSTICE
SARAH CHOI
MARK MCDANIEL
BOB CLARK



FAIRVIEW

FIRE PROTECTION DISTRICT

(510) 583-4930

25862 FIVE CANYONS PKWY
CASTRO VALLEY, CA 94552

r
GENERAL MANAGER:

MIKE PRESTON

INTERIM FIRE CHIEF Eric Vollmer

WWW.FAIRVIEWFIREDISTRICT.ORG

To: FFPD Directors July 14, 2024
From: Mike Preston, GM
Re: Contract Review Committee

On May 22, 2024, the Board appointed an Ad Hoc committee (McDaniel, Justice, Preston) to conduct the annual review of the districts contract for fire protection services with City of Hayward.

This committee met with Fire Chief and staff July 9, 2024, and agreed that the past year had been very positive relative to relationship with HFD and its service delivery to the district. In addition, they made the following conclusions:

- a. All performance benchmarks outlined in paragraph 3 had been met.
- b. All records and reports outlined in paragraph 12 had been provided.
- c. The increase for the 2024-245 shall be 3.8% per paragraph 11
- d. The insurance policy documents outlined in paragraph 5. (b) must be provided by July 30, 2024
- e. Appendix 1 needs to be updated to reflect current inventory.

In addition to above, the Committee inquired about any upcoming Fire Code Adoptions as it relates to paragraph 9. Response to the Fire Code question will follow. Directors expressed a desire to be invited to HFD events to show their support (ie. academy graduations, Council commendations for command staff retirements, ertc.).

Fire Chief also indicated a desire to make some changes in language to parts of the agreement relating to quantifying staff support, replacement of non-capital equipment, facility maintenance, and a desire to recalculate the baseline amount charged annually for services. These can be addressed in the Fall when negotiations for the next 5-year contract period begin.

As no other issue surfaced for the Chief and Committee to address, we concluded the annual contract review.

The contract can be viewed by selecting this link. [Contract For Service](#)

Recommendation:

By motion the board accept the Contract Review Committee report and deem the annual review complete.

13. REPAIR/
REPLACEMENT OF
ROAD SURROUNDING
FIVE CANYONS
PARKWAY FIRE
STATION

INFO/ACTION

BOARD OF DIRECTORS

MELISSA DIMIC
MICHAEL JUSTICE
SARAH CHOI
MARK MCDANIEL
BOB CLARK



FAIRVIEW

FIRE PROTECTION DISTRICT

(510) 583-4930

25862 FIVE CANYONS PKWY
CASTRO VALLEY, CA 94552

r

GENERAL MANAGER:

MIKE PRESTON

INTERIM FIRE CHIEF Eric Vollmer

WWW.FAIRVIEWFIREDISTRICT.ORG

TO: FFPD Directors
FROM: M. Preston General Manager
RE: Fire Station Road Replacement Project

July 14, 2024

Following the May 22, 2024, meetings direction to proceed with repair and replacement of the road around Fire Station on Five Canyons Parkway I have received proposals from two Civil Engineering Firms and a Soils Engineer. Their proposals are attached. These are all professional services and do not require a formal bidding process. This work needs to be completed to determine the technical specifications for this project. After that is done, we can prepare formal bidding documents with help of Counsel.

Recommendation:

Board approves engaging both Greenwood & Moore Inc. (\$15,985) and Baez Geotechnical Group (\$15,400) for these services. There may be additional fees for work beyond scope of their proposal



Exhibit "A"
Scope of Services
25862 Five Canyons Parkway, Castro Valley, Alameda County
**Topographic Survey and
Preliminary Civil Engineering Services**
APN# 417-0289-008-00
April 23, 2024
Job# 3287

<u>Description of Work</u>	<u>Estimated Fee</u>
<p>1. <u>Boundary Research and Project Set-up (Office Operations):</u> Provide office surveying services to establish a control survey encompassing the subject parcel.</p>	\$ NIC
<p>2. <u>Boundary and Record Easements (Field Operations):</u> Provide field survey services to LOCATE survey monuments This will include the following:</p> <ul style="list-style-type: none">• Street Monuments and property corners• Does NOT include setting property corners	\$ NIC
<p>3. <u>Topographic Survey - Project site (Field Operations):</u> Provide office and field surveying services to perform a topographic survey with the following requirements</p> <ul style="list-style-type: none">• Trees with trunk sizes over 4" in diameter• Delineate trunk size and drip line• Delineate surface types i.e.: Concrete, turf and asphalt• Locate surface drainage areas i.e.: surface drains and culverts• Retaining Walls• Fences• Existing structures ie: sheds and temporary storage.• Location of visible above ground utilities i.e.: gas, electric/overhead, storm, sewer, phone, domestic water and telecommunications• Surface utility manholes, vaults, pull boxes, transformers, switchgear and clean outs• Curb, Sidewalk and Driveway of street frontage• Digital photographs	\$ 3,850



<u>Description of Work</u>	<u>Estimated Fee</u>
<p>4. <u>Boundary and Record Easements (Office Operations):</u> Provide office survey services to calculate, locate & resolve the current boundary for the project site. This will include the following:</p> <ul style="list-style-type: none">• Calculate record maps & easements• Block or Lot resolution to resolve internal Parcel dimensions, as necessary• Utilize current title report to plot record boundary & easements.• Compile and compare field and record data to determine record project boundary, including block/lot resolution• Plot record easements per title report	\$ NIC
<p>5. <u>Base Map preparation (Office Operations):</u> Provide office survey services to prepare an AutoCAD 2023 Base Map encompassing the three (3) areas under tasks 3, 4 & 5 above with the following:</p> <ul style="list-style-type: none">• Compile field survey data	\$ 1,850
<p>6. <u>Preliminary Engineering Services Pavement Restoration Plan:</u> Provide office engineering services to prepare a pavement restoration plan.</p>	\$ 3,250
<p>7. <u>Specifications and Bid Documents:</u> Provide office engineering services to prepare project specifications and bid documents.</p>	\$ 2,800
<p>8. <u>Bidding and Contract Selection Assistance (T&M):</u> Assist client with Bidding and Contractor Selection</p>	\$3,800



<u>Description of Work</u>	<u>Estimated Fee</u>
9. <u>Allocation for Normal Coordination and Processing (T&M):</u> Normal coordination and processing with the following: <ul style="list-style-type: none">- Client- Client's design team members.- Utility Agencies	\$ 1,800
10. <u>Allocation for Construction Staking:</u>	\$ 2,850
11. <u>Assistance During Construction (T&M):</u> Provide field engineering assistance during construction	\$ 3,000
12. <u>Project Management & Reprographics Fees: (T&M)</u>	\$ 2,150
TOTAL ESTIMATED FEE:	<u>\$25,350</u>



Exceptions & Exclusions:

1. All work designated as T&M will be provided on a time and materials basis in accordance with consultants current charge rate schedule in effect at time of delivery of services.
2. All extra work will be provided on a time and materials basis in accordance with consultant's current charge rate schedule in effect at time of delivery of services.
3. All printing, reprographics work and delivery services will be treated as reimbursable expenses on a cost plus 10% basis.
4. Invoices are due and payable prior to delivery of product.
5. Milani & Associates is not liable for any easements not of record or not clarified through recorded documents.
6. Client will provide un-restricted access to the site.
7. Weather can delay a project.
8. A 1% fee will be applied to all electronic payment forms.

Via E-Mail

April 15, 2024
BGG Project No. G418.01

Michael Preston
Fairview Fire Protection District
c/o Hayward Fire Department
777 B Street
Hayward, California 94541

Subject: Proposal for Geotechnical Services for Pavement Replacement
Fairview Fire Protection District
25862 Five Canyons Parkway
Castro Valley, California

Dear Mr. Preston:

Baez Geotechnical Group (BGG) is submitting this proposal to provide geotechnical services for the replacement of a drive aisle and parking lot at the subject site in Castro Valley, California. We visited the site on April 12th and observed the following conditions (see attached exhibit):

1. The existing Asphalt Concrete (AC) pavement is generally cracked, and the surface gravel is raveling. Half of the AC pavement exhibited extensive alligator cracking.
2. Failed pavement sections included a large pothole at the entrance to the parking lot and rutting pavement in the southeast corner of the drive aisle. A longitudinal crack that is about ½-inch wide with weed growth goes across the drive aisle in the northeast corner of the site.
3. The concrete gutter entrance to the driveway for the fire station was cracked in several locations.

It is our opinion that the predominant condition impacting the AC pavement is subsurface water trapped between the aggregate base (AB) layer below the AC pavement and expansive clays and bedrock mantling the site. We believe the best option would be to reconstruct the existing pavement section with Full Depth Rehabilitation (FDR) method. FDR is a method for replacing existing pavement that could be more economical, faster, and have less environmental impacts than conventional removal and replacement operations. An FDR brochure is attached for your review. We have recommended and provided oversight for successful implementation of FDR for more than 20 years, particularly for large shopping center parking lots. The following is a brief description of the FDR procedure:

1. Pulverize the existing Asphalt Concrete (AC) pavement in-place.
2. Grade the drive aisle and parking lot to accommodate the new AC pavement thickness and export the excess. Note, FDR does not require cutting and exporting material (the existing AC, aggregate base [AB], and subgrade soil) to make grade for the new AB and AC sections and does not require importing Class 2 AB.
3. Spread cement and mix the cement into the existing subgrade, which would be a combination of the remaining pulverized AC, underlying AB, and existing subgrade soil. We anticipate

the depth of mixing would be about 18 inches.

4. Finish, roll, and cure the treated surface and place the new AC pavement, likely 3 inches.

SCOPE OF WORK

Our proposed scope of geotechnical services to provide recommendations for reconstructing the AC pavement will include the following. We assume that Civil drawings are available showing the underground utility locations in the drive aisle and parking lot. We are not liable for damage to plastic irrigation pipes that may be present since these are not typically shown on the Civil drawings.

1. Review pertinent, published geologic/geotechnical literature and maps.
2. Mark proposed field exploration locations and contact Underground Service Alert (USA).
3. Drill and log four borings in the drive aisle and parking lot using a truck-mounted drill rig equipped with solid flight augers. The borings will be drilled to depths of about 3-foot bgs. Auger cuttings will be sampled for laboratory testing and logs will be recorded. The borings will be backfilled with AB and topped with cold patch AC.
4. Perform laboratory tests on selected samples obtained from the borings, including tests for Atterberg Limits, maximum density and unconfined compression tests on samples of the onsite soils mixed with 5% and 6% cement to determine the optimal cement mixture for FDR pavement design.

We would summarize our conclusions and recommendations in a formal report containing the following information:

1. Vicinity Map and a site plan showing the boring locations.
2. Boring logs and laboratory test results.
3. Geotechnical recommendations for FDR pavement sections and replacement of the cracked concrete pavement.

OPTION: We can provide consultation services during design if required.

SCHEDULE AND FEES

Our field exploration can be scheduled within about two to three weeks after receiving notice to proceed. OPTION: if Civil drawings are not available, we may need to have an underground locating company. Laboratory testing will take approximately four weeks to complete, after the conclusion of drilling. We can provide our pavement recommendations report within about 8 weeks after receiving your notice to proceed. Our proposed fees for providing the scope of services outlined herein, are summarized below.

Scope of Services	Basis	Fees
Pavement Recommendations Report	Lump Sum	\$11,400
OPTION 1 – Underground Utility Locating Subcontractor	Lump Sum	\$1,000
OPTION 2 – Consultation During Design	T&M	\$3,000
Total Fees		\$15,400

If you have any questions regarding our proposed schedule, fees, or scope of services, please contact us. If this proposal is acceptable, please provide the necessary County documents for our review. Thank you for the opportunity to provided geotechnical services for this project.

Respectfully Submitted,

BAEZ GEOTECHNICAL GROUP



Stefanie M. Parman-Ribeiro
President



William R. Stevens, PE, GE
Principal Engineer

Attachments: Fairview Fire Station Google Site Plan
Full Depth Rehabilitation brochure
Fee Schedule

C:\BGG\1Projects\G418-Fairview FPD Hayward\Prop\Prop Pvmnt 5 Cnys FS.docx

G418.01 FFPD

Pavement

Legend

DI
SS
SD
DI
PH

DI - SD Inlet
SS - Sewer
SD - Storm
W - Water

C1 - Cracked gutter at driveway entrance

Cracked AC

BB

B

DI

SS

W

C2

W

C2 - Crack with half inch separation and weeds

R - Rutting

Fairview Fire Protection District

FIELD

25862 Five Canyons Pkwy

4 borings, 3 feet deep
buckets auger cuttings and AB
Measure AC/AB thickness

Cracked AC

B

B

C1

R

B

W

FH

Alligator Cracking

Google Earth



FULL DEPTH REHABILITATION (FDR) PROCESS

IN-PLACE RECYCLING AND STABILIZATION OF DISTRESSED PAVEMENTS
(Start to Finish in Typically 3-5 Days)



1. PAVEMENT EVALUATION



**2. PULVERIZE
DETERIORATED PAVEMENT**



**3. RESHAPE FOR NEW
HMA OVERLAY**



4. APPLY CEMENT



**5. MIX – HYDRATE CEMENT
& RECYCLED BASE**



6. COMPACT



7. FINISH GRADE



8. FINISH ROLL & CURE



9. OVERLAY NEW HMA

ENGINEERING

- Provides 20-30 year Design Life
- Flexible TI Assignment
- Provides Foundation Support
- Decreased Moisture Sensitivity
- Decreased Expansion Potential
- Verifiable Performance

ECONOMICS

- 30%-50% Up-Front Cost Savings
- Cost Equal to 15%-20% Dig-out and Overlay
- Reduced Long-Term Maintenance
- Reduced Export/ No Import
- Significantly Reduced Schedule

ENVIRONMENTAL

- Reduced Truck Traffic by 40:1
- Recycles Existing Materials
- Reduced Neighborhood Traffic
- Reduced Raw Material Needs
- Environmentally Sustainable
- Reduced Landfill Usage

FEE SCHEDULE - 2022/2023

Effective October 2022

<u>Staff</u>	<u>Hourly Rate</u>
Principal Engineer / Geologist	\$280.00
Senior Engineer / Geologist	\$240.00
Project Engineer / Geologist	\$190.00
Staff Engineer / Geologist	\$160.00
Field Supervisor	\$160.00
Senior Engineering Technician / Special Inspector	\$150.00
Engineering Technician / Special Inspector	\$130.00
Field Technician / Inspector	\$120.00
Laboratory Technician	\$140.00
Drafting	\$140.00
Clerical	\$ 80.00

<u>Laboratory Tests</u>	<u>Unit Rate</u>
Compaction Curve, 4-inch Mold	\$340.00
Compaction Curve, 6-inch Mold	\$380.00
Atterberg Limits	\$260.00
#200 Sieve Analysis	\$140.00
Compressive Strength Test (4x8 concrete/grout, each specimen)	\$ 40.00
Compressive Strength Test (6x12 concrete/mortar, each specimen)	\$ 60.00

<u>Other Fees</u>	<u>Rate</u>
Outside Services	Cost + 15%
Expert Witness and Legal Deposition	Fee + 25%

Engineer / Geologist hourly rates are charged from port-to-port, inclusive of vehicle and mileage charges. There is a 2-hour minimum charge for Technician / Inspector hourly rates, which are inclusive of fees for vehicle, mileage, and nuclear gauge.

Overtime (fee x 1.5), double-time (fee x 2), and shift differentials (TBD) will be charged at the request of the Client or as necessitated by the Contractor.

A minimum charge of 4-hours or 8-hours (after 4-hours have elapsed) will be incurred for expert witness testimony and legal depositions.

The fees listed herein are reviewed periodically and are subject to change. The Fee Schedule will generally be updated annually, and projects may be subject to the new fee schedule after January 1st.



Greenwood & Moore, Inc.
Civil Engineers • Designers • Land Surveyors • Planners

3111 Castro Valley Blvd., Ste. 200
Castro Valley, California, 94546
Telephone: 510-581-2772
Toll Free: 877-581-2772
Facsimile: 510-581-6913
www.greenwoodmoore.com

Date: ~~May 2, 2024~~
July 12, 2024

Client: Mike Preston
Fairview Fire Protection District
25826 Five Canyons Parkway
Castro Valley, CA 94552

Project Address: 25826 Five Canyons Parkway
Castro Valley, CA 94552

Reference Documents: None

Items to be Provided by Client:

1. Permission for G&M to access all required, including adjacent, properties necessary to perform the work.
2. Soil report for new asphalt pavement section.
3. Submitting all plans for permits/approvals
4. Payment of all fees.

Attachments: Exhibit A, General Conditions
Exhibit B, Time & Expense and Reimbursable Expense Schedule
Exhibit C: Area of Survey/Work
Addendum 1, Method of Making All Deposits and/or Payments

Deliverables: Upon receipt of the final payment, all deliverables will be given to the Client. Deliverables shall include one electronic copy in .pdf format of your project documents. If requested by the Client, paper copies will be provided; printing costs will be as noted in Exhibit B, *Time & Expense and Reimbursable Expense Schedule*.

Greenwood & Moore, Inc. (hereinafter called G&M) proposes to furnish to Client the following services.

BASIC SERVICES

PROJECT DESCRIPTION:

Provide land surveying and civil engineering services for a street and parking lot pavement repair plan as shown on Exhibit C and as described below.

TOPOGRAPHIC SURVEY – NO BOUNDARY

Preparation of a limited topographic survey of the project area as shown on Exhibit C.

Items to be Included:

1. Limited topographic survey information necessary, as defined solely by G&M, to show existing physical features within the area of survey. The survey information shall include only the following items:
 - a. Top of curbs
 - b. Existing grades indicated by spot elevations or contour lines.
 - c. Visible utility structures
 - d. Sidewalks
 - e. Driveway aisles
 - f. Landscape areas
 - g. Ramp(s)
 - h. Building corner locations
 - i. Trees
 - j. Any other items deemed necessary by G&M.

This limited topographic survey is **NOT** a detailed survey and has significantly less information than would be shown on a normal topographic and/or boundary survey. Examples of items excluded from this preliminary site plan are, but not limited to, BOUNDARY (OR TIES TO BOUNDARY) information of any kind, street improvements, utilities, 3D surface, etc. Client should request a topographic and/or boundary survey should additional information, other than that specifically included above, be required.

Items to be Excluded:

1. **Site Obstructions: The Client shall be responsible for the removal of any/all obstructions, such as, but not limited to, vegetation, debris, vehicles, etc., prior to mobilization onto the project site by G&M.** In the event that G&M determines that the presence of significant obstructions will inhibit the timely performance of the survey, G&M shall, at its' sole discretion, either leave the site and request that the Client remove any obstructions before returning to the project site or shall perform the topographic survey and exclude any areas that are obstructed. Any additional fees associated with the presence of any site obstructions, such as, but not limited to, additional travel time, additional field work required to work around the obstructions, additional drafting, etc. will be billed on a "time and expense" basis in accordance with Exhibit B. These costs are in addition to the contract fee shown below.

This proposal is based upon the assumption that G&M can perform all fieldwork in an unobstructed and continuous manner. An additional fee of **\$500 per trip** will be billed to the Client for each remobilization trip that is required due to site obstructions or the site not being not ready for surveying/fieldwork. G&M shall solely determine the conditions of the site as it relates to the additional fee(s).

2. **The setting out of monuments demarcating the boundary lines of the subject property.**
 3. Non-significant site items (as defined solely by G&M) such as, but not limited to, plants, irrigations control, sprinklers, wheel-stops, etc.
 4. Performance of a Boundary Survey or depiction of any type of boundary location on the survey.
 5. Any work withing creeks, utility invert elevation information, utility research or routing, any type of work associated with flood zones.
-

6. Any items not specifically included above.

SITE IMPROVEMENT PLANS

Preparation of Site Improvement Plans as described below.

Items to be Included:

1. Preparation of Site Improvement plans as follows:
 - a. Cover Sheet providing an overall site plan and general project information
 - b. General Notes sheet
 - c. Dimensioned Site Plan (Horizontal Control Plan) for the area of work
 - d. Standard and Custom Detail sheet

Items to be Excluded:

1. Preparation of a lighting photometric design or detailed electrical wiring plan for the proposed streetlights. G&M shall only indicate light locations. Design and specifications of all lighting systems shall be by others.
2. Any type of design relating to LEED, or any other special, as defined by G&M, certifications.
3. Preparation of a specific striping and signage plans.
4. Any work associated with the preparation of exhibits or coordination for a joint maintenance agreement.
5. Any items not specifically included above.

STREET GRADING PLAN

Preparation of a Street Grading plan as described below.

Items to be Included:

1. The Street Grading Plan shall include the following:
 - a. Finished asphalt pavement grades and ground elevations in the project area(s). The finished grades and elevations shall be defined using either spot elevations or contour lines as deemed appropriate by G&M. The new asphalt pavement section shall be in accordance with recommendations prepared by Client's geotechnical soil engineer.
2. Erosion control plan.
3. The proposed project has a total amount of new or disturbed impervious surface area(s) believed to be less than limits required by the local municipality to trigger stormwater control/treatment. As such, no type of storm water control/treatment is included in this proposal. However, this proposal does include a tabulation of the pervious and impervious areas and the completion of the local municipality's storm water treatment form. In the event that any type of storm water control/treatment is required by the local municipality, additional design fees will be required.
4. Site demolition plan

Items to be Excluded:

1. Design of any storm drain system.
 2. Preparation of retaining walls, hydrology, hydraulic calculations, and/or preliminary stormwater detention/retention systems unless specifically included elsewhere in this proposal.
 3. Earthwork calculations of any kind.
-

4. Preparation of road profiles or sections.
5. Any items not specifically included above.

MANAGEMENT, PROJECT MEETINGS & COORDINATION

Provide project management and coordination as described below.

Items to be Included:

1. Prepare for and attend a maximum of (3) online design or coordination meetings with the Client and/or sub-consultants to discuss and review the project.
2. Project coordination and management.

Items to be Excluded:

Any additional meetings or coordination in excess of that specifically included above.

ADDITIONAL SERVICES

BID ASSISTANCE - LIMITED

Provide limited Bid Assistance coordination as described below.

Items to be Included:

1. Prepare bid packages in electronic (PDF) format consisting of the following:
 - a. Project documents prepared by G&M
 - b. Other documents provided to G&M by Client in electronic PDF format
 - c. Bid instructions provided by Client.
2. Submit electronic copy bid package to individual contractors designated and approved by the Client. s
3. Attend one (1) pre-bid meeting with bidding contractors to discuss and explain documents prepared by G&M.
4. Respond to bid questions regarding G&M's scope of work.
5. Review bids with Client

Items to be Excluded:

Any items not specifically included above.

INITIAL PERMITTING SERVICE

Provide Permitting Services to assist Client in coordinating and submitting drawings and documents for approvals and permits as described below. G&M does not guarantee or warranty that the services will

result in the issuance of the intended permit(s). This proposal is based upon the assumption that all permits can be submitted "online".

Items to be Included:

1. Assist Client with the preparation of initial application(s) and document(s) in preparation for submittal to the applicable municipal agencies. This proposal is based upon the assumption that all submittals shall be done "electronically" via e-mail. All exhibits to the application(s) shall be provided by Client or by G&M under a separate contract or elsewhere in this proposal. The following type of permits shall be included (where applicable, as defined by G&M, for the proposed scope of work):
 - a. Building Permit
 - b. Encroachment Permit
2. Submit permit application(s) and supporting documentation to the local municipal agencies listed above only for work prepared by G&M.

Items to be Excluded:

1. Any type of revisions to respond to comments from any agencies.
2. Any type of Utility Permit coordination or applications unless specifically included elsewhere in this proposal.
3. Payment of any type of fees.
4. Any items not specifically included above.

CONSTRUCTION ADMINISTRATION - ALLOWANCE

Provide Construction Administration Services as described below. Construction Administration services shall only be performed for work designed by G&M.

Items to be Included:

1. A maximum of (8) hours will be spent on all services set forth in this section.
2. Respond to questions from Client, contractor(s) and/or other prospective project bidders during or prior to the start of construction.
3. Attend meeting(s) and/or conference calls regarding the project as requested by Client, general contractor, inspectors, or other team members.
4. Review Request for Information (RFI) forms as provided by the Client/contractor and provide a written response.
5. Provide periodic job site observations to determine if the construction is progressing in general conformance with the plans and/or specifications prepared by G&M (elsewhere in this proposal or under a separate contract). G&M shall determine the number and frequency of the site observations.
6. Review shop drawings and other submittals.

NOTE

If G&M is providing construction administration services for this Agreement, G&M shall visit the site at intervals agreed to in writing with the Client to become generally familiar with the progress and quality of the portion of the work designed by G&M, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the construction documents prepared by G&M. However, G&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of the site visits, G&M shall keep the Client reasonably informed about the progress and quality of the portion of the work completed, and report to the Client (1) known deviations from the construction documents prepared by G&M, and (2) defect and deficiencies observed in the work.

Items to be Excluded:

1. Depending upon the complexity of the proposed project, and other factors beyond the control of G&M, the Contractor, local municipality or others could require G&M to provide substantial amounts of additional data and coordination services in excess of the amount of time included in this proposal. These requirements can significantly increase the time and costs associated with the construction administration process. Additional time will be billed in accordance with Exhibit B.
2. Any items not specifically included above.

PLAN/MAP CHECK AND/OR CLIENT REVISIONS – ALLOWANCE

Plan Check: After submittal of plans to a local municipality/agency for permits or other formal approvals, the local municipality/agency will typically provide comments requesting revisions to the plans and/or additional information.

Client Revisions: These are revisions to the plans/documents that are requested by the Client that are not included in the “Basic Services” portion of the contract.

Items to be Included:

1. An allowance of (15%) of the total Basic Services fee is included in this proposal for responding to plan/map check comments and/or Client revisions. The time spent responding to plan/map check comments and/or Client revisions shall be billed on a “Time and Expense” basis with labor rates set forth in Exhibit B.
2. **G&M does not guarantee that the allowance amount will be sufficient to resolve all required plan/map check comments and/or Client revisions. Depending upon the municipality, requested Client revisions and/or the complexity of the project, the actual amount of time needed to resolve these items could be substantially higher or lower than the Allowance.**
3. G&M shall obtain written authorization from the *Client* prior to providing any additional plan/map check and/or revisions in excess of the allowance.

Items to be Excluded:

1. **NOTE: DECLINING THESE SERVICES COULD RESULT IN A DELAY IN RESPONDING TO PLAN CHECK COMMENTS AND/OR CLIENT REVISIONS.**
 2. Any time or services in excess of that included above.
-

FEE AND PAYMENT SCHEDULE

BASIC SERVICES – FEE AND PAYMENT SCHEDULE:

The above referenced work will be performed for Fifteen Thousand Nine Hundred Eighty Five Dollars.	\$15,985
DEPOSITS / INVOICING / PAYMENT(S)	Amount
Initial Deposit: The 50% Initial Deposit will be applied to this contract by periodic invoice(s), that G&M will provide you as your project progresses, until the deposit is fully depleted.	\$7,992.50
Replenishment Deposit: The 40% Replenishment Deposit is required to continue services on your project. G&M will apply this deposit in the same manner as the initial deposit.	\$6,394.00
Invoicing/Payments: Upon depletion of the two deposits, G&M will then issue periodic progress invoice(s) until the services of this contract are complete; the last invoice will be your final invoice.	\$1,598.50

NOTES
INVOICE(S) / FINAL PAYMENT / DELIVERABLES

By initialing on the line below, the Client acknowledges and understands the following:

1. **Invoices:** In the event that any periodic progress invoice(s) are not paid within seven (7) days of the date of the invoice, the project will be placed on hold until all outstanding invoices have been paid.
2. **Final Payment:** Upon receipt of the final payment, G&M will provide the final project documents to the Client.
3. **Deliverables:** Upon receipt of the final payment, all deliverables will be given to the Client. Deliverables shall include one electronic copy in .pdf format of your project documents. If requested by the Client, paper copies will be provided; printing costs will be as noted in Exhibit B, *Time & Expense And Reimbursable Expense Schedule.*
4. The fees in this table are good for 120 days from the date of the signed contract. After 120 days G&M has the option to increase prices based upon G&M's current labor rates.

Client Initial

Topographic Survey - Supplemental (Allowance)	\$6,160
Site Improvement Plans	\$1,800
Grading & Drainage Plan - Final	\$5,985
Management, Project Meetings and Coordination	\$2,040
Total	\$15,985

ADDITIONAL SERVICES – ALLOWANCE

(NOT INCLUDED IN BASIC SERVICES)

Please indicate your acceptance of any Additional Services noted in this table by checking Yes or No next to the additional service. **If left blank, additional services will be excluded.**

Scope of Work – Additional Services	Estimated Allowance (\$)	Accept (Y/N)
Bid Assistance - Limited	\$3,935	<input type="checkbox"/> Yes <input type="checkbox"/> No
Permitting Services - Initial Application(s)	\$1,205	<input type="checkbox"/> Yes <input type="checkbox"/> No
Construction Administration	\$6,760	<input type="checkbox"/> Yes <input type="checkbox"/> No
Plan/Map Check and/or Revisions	\$2,398	<input type="checkbox"/> Yes <input type="checkbox"/> No

DEPOSIT REQUIRED + FUTURE BILLINGS

By initialing on the line below, the Client acknowledges and understands the following:

For the Additional Services you accepted above, an additional 50% deposit will be required. Billings for your *Additional Services - Allowances* shall be billed on a Time & Material (T&M) basis in accordance with Exhibit B. Any line items not accepted shall be excluded. The estimated allowances in this table are good for 120 days from the date of the signed contract. After 120 days G&M has the option to increase prices based upon G&M's current labor rates.

Client Initial

PROJECT ASSUMPTIONS AND UNDERSTANDINGS

General

- G&M's services and this proposal are based on various common and project-specific assumptions including, but not limited to, those set forth below. If the actual events or conditions vary significantly, as determined by G&M, from these assumptions, G&M shall be entitled to an appropriate adjustment in scope, schedule, and compensation.
- Design-Build Drawings-By General Contractor. Unless specifically included elsewhere in this proposal, all mechanical systems such as, but not limited to, Mechanical, plumbing, electrical, telephone, cable television, alarm, fire sprinkler system, etc., are to be "Design-Build" by the Client's general contractor. The local building department may require that all **utility** drawings be included in the building permit submittal package. If so, the Client will need to coordinate the completion of all "Design-Build" drawings prior to the completion of G&M's scope of work or substantial permitting delays can occur.
- Items not specifically included in the "Items to be Included" section(s) of this proposal are specifically excluded from the proposed scope of services.
- Applicable Building Codes, regulations, statutes, laws, and the official interpretation of all the foregoing shall remain consistent throughout the project.
- All types of Constructability Reviews, Value Engineering, or any other similar types of assessments, as defined and determined solely by G&M, are excluded unless specifically included elsewhere in this proposal.

6. If a topographic survey is a part of the proposed scope of services, it shall be prepared based upon visual observations only. Only items that are clearly visible to G&M, during our site visit(s), shall be indicated on the topographic survey.
7. If the proposed project contemplates the design of structure on or near a property line, setback line, right-of-way line or easement line, it is strongly recommended that the Client obtain a boundary survey, performed by a licensed land surveyor, to locate these lines in order to ensure that the proposed project does not encroach over them. The survey should be provided to G&M prior to beginning the preparation of any services set forth in this proposal.
The ramifications of designing and/or construction of the proposed project over a property line, setback line, right-of-way line or easement line can be extreme, requiring a complete redesign of the project and possibly reconstruction of the project. Significant additional fees and costs could be required should Client proceed without an appropriate survey.
8. All existing public/private utilities, drainage systems, etc. are assumed to be adequate for the proposed development. This proposal does not include any analysis or modifications of any existing utilities, storm drain systems or other items. If G&M discovers, or is informed, that these types of existing systems are not adequate for the proposed development, it will so advise the Client. Further, G&M, at its sole discretion, shall determine if modifications to G&M's scope of work and associated fees are required.

Client Responsibilities

1. For G&M to perform the work set forth in this proposal, the Client shall be required to provide various types of documentation, information, or payments such as, but not limited to, the following:
 - a. All Application, Permitting and Development Fees (As Required)
 - b. If the proposed scope of services described herein includes any type of property boundary, easement, setback or right-of-way work, a copy of a Preliminary Title Report or Policy of Title Insurance (Title Report) shall be provided to G&M when requested. If the proposed services include any type of property sub-division, the Client shall provide a current Title Report as required by the local municipality (typically within 90 days).
 - c. Copies of any pertinent documents or approvals for the project issued by any municipality, utility company or other organization(s) as requested by G&M.
 - d. Copies of any existing drawings pertaining to the proposed project in electronic format (AutoCAD – versions 2011 and up) as requested by G&M.
 - e. If the proposed scope of services described herein require a Topographic Survey and/or Boundary Survey, as determined by G&M, and G&M is/has not been retained to provide these surveys, Client shall provide G&M the required information in an approved electronic format (AutoCAD – versions 2011 or more recent unless described elsewhere in this proposal). G&M shall have the right to review and comment upon the adequacy of any electronic documentation in accordance with other provisions of this agreement.
 - f. Soil report (If required by the municipality or as requested by G&M)
 - g. All required permissions for G&M to access the site or other properties as needed to perform the required work.

Reimbursables

1. G&M shall provide one set of electronic (PDF format) plan(s) to Client. G&M shall coordinate with Client to determine the number of paper copies of the plan(s) to be provided to the Client.
2. All postage, printing and travel expenses shall be billed in addition to the fees set forth in this proposal and shall be in accordance with the terms and conditions set forth in Exhibit B. Any other expenses not specifically shown on Exhibit B shall be excluded from this proposal.

Additional Services

1. If G&M determines that additional design and/or coordination services are required, they shall be billed in accordance with Exhibit B. Client shall approve in writing any additional services fees prior to G&M's commencing work on any required additional services.
-

- 2. Plan Check and Coordination: G&M endeavors to provide all the information that it believes will be required by the local building department/municipalities to issue the appropriate development permits. The local municipality has complete discretion and control over the amount of information and documentation required to be submitted for the project. The local municipality could require substantial amounts of additional information that will exceed the amount of plan checking and coordination time included in this proposal. All plan check and coordination time more than that specifically included above shall be billed on a "Time and Expenses" basis in accordance with Exhibit B. G&M shall obtain written authorization from the Client prior to providing any additional design fees associated with this item. The project shall be placed on-hold until Client provides written authorization for any additional services.

METHOD OF MAKING ALL DEPOSITS AND/OR PAYMENTS:

All deposits and/or payments shall be made in accordance with the attached Addendum 1.

ACCEPTANCE:

Upon execution by both parties, this proposal, the attached Exhibits A, B & C (if noted above), and Addendum 1 shall constitute the entire agreement between G&M and the Client. No other services, other than those specifically included above, are expressed or implied. Your signature below and the required deposit shall be G&M's authorization to proceed.

This price is valid for 30 days from the date of this proposal.

Sincerely,

GREENWOOD & MOORE, INC.

CLIENT

 Jeffrey R. Moore, P.E. (Date)
 President
 License No. C042628

 Client Signature (Date)

Mike Preston

 Name (Please Print)

GM

 Title

Did You Remember To?

1. Sign and date the proposal on the signature line.
2. Initial each page where requested.
3. Include any required deposits.
4. Return initialed exhibits with proposal.

Completing these steps will ensure timely processing of this proposal.



Disclaimer

Unincorporated Alameda County, California

Effective October 2012, Jeffrey R. Moore was appointed to the Alameda County Planning Commission. As such, if this project is located within the unincorporated area of Alameda County and will require review by the Planning Commission, Mr. Moore will recuse himself from any review or action that may be required to be taken by the Planning Commission on this project.

Client Initial: _____

Exhibit A General Conditions

Revised March 2021

1. **Scope of Services:** G&M's services shall be limited to those expressly set forth in this Agreement. G&M shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.
2. **Standard of Care:** Services provided by G&M under this Agreement will be performed in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing and performing similar services under the same or similar circumstances ("Standard of Care"). G&M makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder, including but not limited to issuance of permits or LEED.
3. **Intended Beneficiaries & Uses:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or G&M. G&M's services under this Agreement or otherwise for the Project are intended for the Client's sole use and benefit, and solely for the Client's use on the Project and no other entity shall have any claim against G&M because of this Agreement or G&M's performance of services hereunder.
4. **Assignment:** The obligations set forth in this Agreement and the Agreement itself may not be assigned or transferred by either Party without the written consent of the other.
5. **Information Provided by The Client & Others:** G&M shall indicate to the Client the information needed for rendering of services hereunder. The Client and the Client's consultants and subcontractors shall provide G&M with such information. G&M shall be entitled to rely upon the adequacy, accuracy and completeness of information received. In the event that G&M determines that any information provided by Client is inaccurate or incomplete, G&M shall notify the Client of the deficiencies and shall have the opportunity to adjust the fee accordingly.
6. **Codes and Standards Compliance:** Consistent with the Standard of Care, G&M's work product shall seek to comply with applicable laws and codes, and official interpretations thereof in effect as of the date G&M's services are provided. It is understood, however, that various laws and codes are subject to varying and sometimes contradictory interpretation. G&M cannot warrant that all documents issued by it shall comply with said laws and codes. G&M shall not be responsible for any changes in laws, Codes, or official interpretations thereof, and shall be entitled to additional compensation for any services related to such changes. G&M may rely on the opinions and advice of building officials, other professionals, or other knowledgeable persons for purposes of satisfying this obligation.
7. **Hazardous Materials:** G&M shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site including, but not limited to, asbestos products, polychlorinated biphenyl ("PCB") or other toxic substances. The Client agrees to waive any claim against G&M and to defend, indemnify and hold harmless G&M from any claim or liability for injury, loss or additional expenses allegedly arising from the presence of toxic materials.
8. **Existing Conditions:** The Client understands and acknowledges that in the remodeling or rehabilitation of existing structures, certain design and technical decisions are made based on assumptions that are based upon readily available documents and visual observations of existing conditions, including but not limited to existing utilities. Unless specifically directed in writing by the Client, G&M shall not perform or have performed any destructive testing or opened any concealed portions of the project in order to ascertain its actual condition. In the event that G&M's assumptions, made in good faith, prove to be incorrect, the Client agrees that G&M shall not be held responsible for any additional work or costs required to correct any ensuing problems based upon such assumptions. **The Client further agrees to indemnify, defend and hold G&M and its consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising as a result of concealed or unknown conditions, except where G&M is found to be solely liable as between the parties hereto as well as between any other persons, firms or legal entities for such damages or losses by a court or forum of competent jurisdiction.**
9. **Time & Expenses Fee Schedule:** See attached Exhibit B, *Time & Expense Fee and Reimbursable Expense Schedule*.
10. **Payments:** Billings are due and payable within seven (7) days of receipt of the invoice. If the Client fails to make payments to G&M within thirty (30) days of receipt, the Client agrees to pay G&M interest on all unpaid balances at the rate of One and One-Half Percent (1.5%) (or the maximum allowable by law, whichever is lower) of the past-due amount per month.
11. **Invoice Review / Disputes:** The Client shall promptly review G&M's invoice upon receipt and shall notify G&M of any dispute of any portion of such invoice within five (5) days of receipt. Any dispute identified thereafter shall not be a basis to withhold any payment except as agreed by the Parties or as determined by audit or other investigation at the end of the Project. In the event the Client timely disputes any portion of an invoice, the Client shall pay all undisputed portions of such invoice as required by this agreement and may withhold payment only as to those specific services the Client claims were improperly performed.
12. **Document Use & Ownership:** Drawings, plans, specifications, reports, and any other work product ("Instruments of Service") provided by G&M, shall remain the property of G&M and shall retain all common law, statutory law and other rights, including ownership and copyrights. They shall not be used or relied on by the Client, or any other person or entity on any other project or for completion of this Project by others without the written authorization of G&M. Any and all of the Client's rights in G&M's Instruments of Service shall be contingent upon full, complete and timely payment of all fees, costs and expenses due G&M under this Agreement. In the event of any non-payment or delayed payment, G&M shall be entitled to immediate return of its entire work product. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold G&M harmless from any damage, liability or costs, including reasonable attorneys' fees and costs of defense, arising from any use of the Instruments of Service for any other project or for changes to the Instruments of Service by anyone other than G&M.
13. **Timeliness of Performance:** The Client and G&M are both aware that many factors outside G&M's control may affect G&M's ability to complete the services to be provided under this Agreement. G&M will perform these services with reasonable diligence and expediency consistent with sound professional practices. **G&M shall not be responsible for delays caused by factors beyond G&M's reasonable control.**
14. **Submittal & Shop Drawing Review:** In the event that G&M reviews, approve or takes other actions on a contractor's submittals such as shop drawings, product data and samples, it does so only for the limited purpose of checking for general conformance with information given and the design concept expressed in the construction documents prepared by G&M. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. G&M's review shall not constitute approval of safety precautions or of any constructions means, methods, techniques, sequences or procedures. G&M's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Client Initial: _____

15. Construction: G&M shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall G&M be responsible for the contractors' failure to perform the work in accordance with the requirements of the construction documents prepared by G&M.

16. Jobsite Safety: Neither the professional activities of G&M, nor the presence of G&M or its employees and sub-consultants at a construction site, shall relieve the contractors and any other entities of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the construction documents and any health or safety precautions required by any regulatory agencies. G&M and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, G&M and G&M's consultants shall be indemnified by the general contractor and shall be made additional insured's under the general contractor's general liability insurance policy.

17. Suspension of Services: If the project is suspended for more than thirty (30) calendar days in the aggregate, G&M shall be compensated for services performed and charges incurred prior to receipt of a Notice to Suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Client fails to make payments when due or otherwise is in breach of this Agreement, G&M may suspend performance of services upon seven (7) calendar days' notice to the Client. G&M shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement.

18. Termination of Services: If the Client fails to make payment to G&M in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by G&M. Further, if the Project is suspended for more than ninety (90) calendar days, G&M may, at its sole option, terminate this Agreement upon giving notice in writing to the Client. Either the Client or G&M may terminate this Agreement at any time with or without cause upon giving the other Party seven (7) calendar day's prior written notice. The Client shall, within seven (7) calendar days of termination, pay G&M for all services rendered and all costs incurred to the date of termination, in accordance with the compensation provisions of this Agreement. The Client shall reimburse G&M for all expenses reasonably incurred by G&M in connection with termination of this Agreement including, but not limited to, demobilization, reassignment of personnel, and space and equipment costs or a minimum of Twenty Percent (20%) of the contract amount, whichever is greater.

19. Governing Law: The laws of the State of California govern this Agreement and any litigation arising in any way from this Agreement shall be brought in the Superior Court of California.

20. Statutes of Repose or Limitation: All legal actions by either Party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after one (1) year has passed from the date of issuance of the Certificate of Completion, unless G&M's services shall be terminated earlier, in which case no claim shall be initiated by either party after one (1) year has passed from the date of termination of this Agreement.

22. Limit of Liability: *The Client hereby agrees that to the fullest extent permitted by law, the total liability, in the aggregate of G&M and G&M's officers, directors, employees, agents, and consultants to Client and anyone claiming b, through or under Client, for any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, G&M's negligence, errors, omissions, breach of contract or breach of warranty shall not exceed FIFTY THOUSAND dollars (\$50,000) or three times G&M's total fee for services rendered on this project, whichever is greater. At the time of execution of this Agreement, the Client may elect to increase the limits of this provision such that G&M's total liability described above shall not exceed G&M's available insurance and in consideration of this increase, G&M's total fee for the Project shall be increased by Ten Percent (10%). This limitation of liability shall apply to the Client's claims for damages as well as the Client's claims for contribution and indemnity with respect to third party claims. In no event shall G&M's liability exceed its available insurance proceeds.*

Client Initial: _____

23. No Personal Liability: In no event shall the officers, directors, shareholders, owners, members, partners or employees of either party, or their consultants, be personally liable for any obligation under this Agreement, for any alleged breach of this Agreement, for any alleged negligence relating to this Agreement, for any direct, indirect, incidental or consequential losses or damage of any kind or nature whatsoever, provided that the responsible entity is a properly organized, maintained, and capitalized partnership, limited liability partnership, corporation, limited liability company or other recognized business entity (the "Entity"). The parties agree that their sole and exclusive remedy for any and all obligations and claims shall be against the Entity and expressly waive any applicable statute or regulation to the contrary.

24. Indemnification: The Client shall indemnify, defend and hold G&M, its officers, agents, employees and consultants harmless from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms or any other legal entity on account of any damage to property or persons, including death, arising out of the performance or non-performance of obligations under this Agreement, except where G&M has been determined to be solely liable for such damages or losses to the exclusion of all other potential contributors to such damages or losses. Any allegation by any Party seeking such damages that parties other than G&M may have caused or contributed to said damages will operate to trigger this indemnification provision, and will require the Client to immediately assume the defense and indemnify of G&M. Such allegations may be contained in verified or unverified Complaints or discovery responses.

25. Mediation: All claims, disputes and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be submitted to non-binding mediation prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the Parties.

26. Complete Agreement: This Agreement represents the full and final agreement between the Parties and supersedes all prior communications, discussions, representations, promises, and agreements.

27. Execution: This Agreement may be executed in counterparts, and the counterparts so executed shall constitute one and the same instrument, which shall be binding on all Parties. A photocopy of this Agreement shall be deemed as valid as the original.

Client Initial: _____

28. Consequential Damages: Neither the Client nor G&M shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

29. Computer-Aided Design and Drafting (CADD) Files: The Client covenants and agrees that all CADD drawings and data are instruments of service of G&M, which shall be deemed the author of the drawings and data, and shall retain all common law, statutory law, and other rights, including ownership and copyrights. CADD files may be provided to the Client at G&M's sole discretion. Should G&M elect to provide copies of any electronic files to the Client or the Client's consultants, the electronic files submitted by G&M to the Client are submitted on an "as is" basis without warranty of any kind. G&M does not guarantee the accuracy, security or privacy of any electronic files. Upon the release of these electronic files by G&M to the Client, G&M is no longer responsible for their use or modification. The Client accepts full responsibility and liability for any consequences arising out of the use of this data.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold G&M harmless from any damage, liability or costs, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than G&M

The Client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. The Client agrees to waive all claims against G&M resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than G&M.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by G&M, and G&M makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Client Initial: _____

EXHIBIT B
TIME & EXPENSE and REIMBURSABLE EXPENSE SCHEDULE
Effective March 15, 2023

Time & Expense	Rate per Hour
Principal	\$305.00
Project Manager L3.....	\$250.00
Project Engineer L3.....	\$240.00
Project Engineer L1.....	\$165.00
Project Surveyor L3.....	\$215.00
Surveyor Technician L2.....	\$155.00
Surveyor Technician L3.....	\$175.00
Job Captain L3.....	\$180.00
Job Captain L2.....	\$165.00
Job Captain L1.....	\$145.00
CAD Specialist L2.....	\$125.00
Technical Intern L1.....	\$100.00
Project Coordinator L3.....	\$125.00
Project Coordinator L2.....	\$110.00
Clerical Administrator L3.....	\$125.00
Deposition and/or Court Appearance.....	Minimum \$1,500.00
Client-Requested Overtime	Time & One-Half of Rate per Hour

Reimbursable Expense	Rate
Mileage.....	Current Mandated Rate per Mile
Travel Expenses (airfare, lodging, meals, car rental, etc.).....	Cost + 15%
Travel Time	Rate Per Hour
Delivery Service	Rate Per Hour
Postage.....	Actual Cost
Outside Consultants.....	Cost + 15%
<u>Printing</u>	
Mylar: 24 x 36 (per sheet)	\$25.00
Bond Copy: 24 x 36 (per sheet)	\$3.50
Bond Copy: 30 x 42 (per sheet)	\$5.10
<u>Photocopies</u>	
Black & White: 8-1/2" x 11" (per sheet)	\$0.50
Black & White: 11" x 17" (per sheet)	\$1.00
Color: 8-1/2" x 11" (per sheet)	\$1.00
Color: 11" x 17" (per sheet)	\$2.00

PLEASE NOTE

- 1. Payments:** Billings are due and payable within seven (7) days of receipt of the invoice. If the Client fails to make payments to G&M within thirty (30) days of receipt, the Client agrees to pay G&M interest on all unpaid balances at the rate of One and One-Half Percent (1.5%) (or the maximum allowable by law, whichever is lower) of the past-due amount per month.
- 2. Invoice Review / Disputes:** The Client shall promptly review G&M's invoice upon receipt and shall notify G&M of any dispute of any portion of such invoice within five (5) days of receipt. Any dispute identified thereafter shall not be a basis to withhold any payment except as agreed by the Parties or as determined by audit or other investigation at the end of the Project. In the event the Client timely disputes any portion of an invoice, the Client shall pay all undisputed portions of such invoice as required by this agreement and may withhold payment only as to those specific services the Client claims were improperly performed.
- 3. Convenience Fee:** For our customer's convenience, G&M accepts all credit card payments. Visa and MasterCard require a 1.5% processing fee and American Express requires a 2% processing fee.
- 4. Labor Rates:** The labor rates set forth in this contract are valid for a period of one (1) year from the date of the signature of this document. After one year, G&M reserves the right to increase the contract amount in accordance with G&M's current labor rates.

Client Initial: _____

ADDENDUM 1 METHOD OF MAKING ALL DEPOSITS AND/OR PAYMENTS

PAYMENT METHOD

Please identify your payment method by typing "Y" next to **Check_** or **Credit Card_** and the **Amount \$_** being paid. For the payment method you are **NOT** using please type "N" next to **Check_** or **Credit Card_** and the **Amount \$ 0**



Convenience Fee

G&M accepts Visa and MasterCard payments with an additional 1.5% processing fee.
G&M accepts American Express payments with an additional 2% processing fee.

Check _____ **Amount \$** _____ (mail to: 3111 Castro Valley Blvd., Ste. 200, Castro Valley, CA 94546)

Credit Card _____ **Amount \$** _____ (if "Y" please enter credit card information below)

Card Number: _____ / _____ / _____ / _____

Expiration Date: ____ / ____ CVV Code: ____
 Month Year

Name on Card *(Please Print)*

Credit Card Billing Address, City, State, Zip

If you are using a PO#, please type in the PO# below:

Purchase Order Number _____



Via E-Mail

April 15, 2024
BGG Project No. G418.01

Michael Preston
Fairview Fire Protection District
c/o Hayward Fire Department
777 B Street
Hayward, California 94541

Subject: Proposal for Geotechnical Services for Pavement Replacement
Fairview Fire Protection District
25862 Five Canyons Parkway
Castro Valley, California

Dear Mr. Preston:

Baez Geotechnical Group (BGG) is submitting this proposal to provide geotechnical services for the replacement of a drive aisle and parking lot at the subject site in Castro Valley, California. We visited the site on April 12th and observed the following conditions (see attached exhibit):

1. The existing Asphalt Concrete (AC) pavement is generally cracked, and the surface gravel is raveling. Half of the AC pavement exhibited extensive alligator cracking.
2. Failed pavement sections included a large pothole at the entrance to the parking lot and rutting pavement in the southeast corner of the drive aisle. A longitudinal crack that is about ½-inch wide with weed growth goes across the drive aisle in the northeast corner of the site.
3. The concrete gutter entrance to the driveway for the fire station was cracked in several locations.

It is our opinion that the predominant condition impacting the AC pavement is subsurface water trapped between the aggregate base (AB) layer below the AC pavement and expansive clays and bedrock mantling the site. We believe the best option would be to reconstruct the existing pavement section with Full Depth Rehabilitation (FDR) method. FDR is a method for replacing existing pavement that could be more economical, faster, and have less environmental impacts than conventional removal and replacement operations. An FDR brochure is attached for your review. We have recommended and provided oversight for successful implementation of FDR for more than 20 years, particularly for large shopping center parking lots. The following is a brief description of the FDR procedure:

1. Pulverize the existing Asphalt Concrete (AC) pavement in-place.
2. Grade the drive aisle and parking lot to accommodate the new AC pavement thickness and export the excess. Note, FDR does not require cutting and exporting material (the existing AC, aggregate base [AB], and subgrade soil) to make grade for the new AB and AC sections and does not require importing Class 2 AB.
3. Spread cement and mix the cement into the existing subgrade, which would be a combination of the remaining pulverized AC, underlying AB, and existing subgrade soil. We anticipate

the depth of mixing would be about 18 inches.

4. Finish, roll, and cure the treated surface and place the new AC pavement, likely 3 inches.

SCOPE OF WORK

Our proposed scope of geotechnical services to provide recommendations for reconstructing the AC pavement will include the following. We assume that Civil drawings are available showing the underground utility locations in the drive aisle and parking lot. We are not liable for damage to plastic irrigation pipes that may be present since these are not typically shown on the Civil drawings.

1. Review pertinent, published geologic/geotechnical literature and maps.
2. Mark proposed field exploration locations and contact Underground Service Alert (USA).
3. Drill and log four borings in the drive aisle and parking lot using a truck-mounted drill rig equipped with solid flight augers. The borings will be drilled to depths of about 3-foot bgs. Auger cuttings will be sampled for laboratory testing and logs will be recorded. The borings will be backfilled with AB and topped with cold patch AC.
4. Perform laboratory tests on selected samples obtained from the borings, including tests for Atterberg Limits, maximum density and unconfined compression tests on samples of the onsite soils mixed with 5% and 6% cement to determine the optimal cement mixture for FDR pavement design.

We would summarize our conclusions and recommendations in a formal report containing the following information:

1. Vicinity Map and a site plan showing the boring locations.
2. Boring logs and laboratory test results.
3. Geotechnical recommendations for FDR pavement sections and replacement of the cracked concrete pavement.

OPTION: We can provide consultation services during design if required.

SCHEDULE AND FEES

Our field exploration can be scheduled within about two to three weeks after receiving notice to proceed. OPTION: if Civil drawings are not available, we may need to have an underground locating company. Laboratory testing will take approximately four weeks to complete, after the conclusion of drilling. We can provide our pavement recommendations report within about 8 weeks after receiving your notice to proceed. Our proposed fees for providing the scope of services outlined herein, are summarized below.

Scope of Services	Basis	Fees
Pavement Recommendations Report	Lump Sum	\$11,400
OPTION 1 – Underground Utility Locating Subcontractor	Lump Sum	\$1,000
OPTION 2 – Consultation During Design	T&M	\$3,000
Total Fees		\$15,400

If you have any questions regarding our proposed schedule, fees, or scope of services, please contact us. If this proposal is acceptable, please provide the necessary County documents for our review. Thank you for the opportunity to provided geotechnical services for this project.

Respectfully Submitted,

BAEZ GEOTECHNICAL GROUP



Stefanie M. Parman-Ribeiro
President



William R. Stevens, PE, GE
Principal Engineer

Attachments: Fairview Fire Station Google Site Plan
Full Depth Rehabilitation brochure
Fee Schedule

C:\BGG\1Projects\G418-Fairview FPD Hayward\Prop\Prop Pvmnt 5 Cnys FS.docx

G418.01 FFPD

Pavement

Legend

DI
SS
SD
DI
PH

DI - SD Inlet
SS - Sewer
SD - Storm
W - Water

C1 - Cracked gutter at driveway entrance

Cracked AC

BB

B

DI

SS

W

C2

W

C2 - Crack with half inch separation and weeds

R - Rutting

Fairview Fire Protection District

FIELD

25862 Five Canyons Pkwy

4 borings, 3 feet deep
buckets auger cuttings and AB
Measure AC/AB thickness

Cracked AC

B

B

C1

R

B

W

FH

Alligator Cracking

Google Earth



FULL DEPTH REHABILITATION (FDR) PROCESS

IN-PLACE RECYCLING AND STABILIZATION OF DISTRESSED PAVEMENTS
(Start to Finish in Typically 3-5 Days)



1. PAVEMENT EVALUATION



**2. PULVERIZE
DETERIORATED PAVEMENT**



**3. RESHAPE FOR NEW
HMA OVERLAY**



4. APPLY CEMENT



**5. MIX – HYDRATE CEMENT
& RECYCLED BASE**



6. COMPACT



7. FINISH GRADE



8. FINISH ROLL & CURE



9. OVERLAY NEW HMA

ENGINEERING

- Provides 20-30 year Design Life
- Flexible TI Assignment
- Provides Foundation Support
- Decreased Moisture Sensitivity
- Decreased Expansion Potential
- Verifiable Performance

ECONOMICS

- 30%-50% Up-Front Cost Savings
- Cost Equal to 15%-20% Dig-out and Overlay
- Reduced Long-Term Maintenance
- Reduced Export/ No Import
- Significantly Reduced Schedule

ENVIRONMENTAL

- Reduced Truck Traffic by 40:1
- Recycles Existing Materials
- Reduced Neighborhood Traffic
- Reduced Raw Material Needs
- Environmentally Sustainable
- Reduced Landfill Usage

FEE SCHEDULE - 2022/2023

Effective October 2022

<u>Staff</u>	<u>Hourly Rate</u>
Principal Engineer / Geologist	\$280.00
Senior Engineer / Geologist	\$240.00
Project Engineer / Geologist	\$190.00
Staff Engineer / Geologist	\$160.00
Field Supervisor	\$160.00
Senior Engineering Technician / Special Inspector	\$150.00
Engineering Technician / Special Inspector	\$130.00
Field Technician / Inspector	\$120.00
Laboratory Technician	\$140.00
Drafting	\$140.00
Clerical	\$ 80.00

<u>Laboratory Tests</u>	<u>Unit Rate</u>
Compaction Curve, 4-inch Mold	\$340.00
Compaction Curve, 6-inch Mold	\$380.00
Atterberg Limits	\$260.00
#200 Sieve Analysis	\$140.00
Compressive Strength Test (4x8 concrete/grout, each specimen)	\$ 40.00
Compressive Strength Test (6x12 concrete/mortar, each specimen)	\$ 60.00

<u>Other Fees</u>	<u>Rate</u>
Outside Services	Cost + 15%
Expert Witness and Legal Deposition	Fee + 25%

Engineer / Geologist hourly rates are charged from port-to-port, inclusive of vehicle and mileage charges. There is a 2-hour minimum charge for Technician / Inspector hourly rates, which are inclusive of fees for vehicle, mileage, and nuclear gauge.

Overtime (fee x 1.5), double-time (fee x 2), and shift differentials (TBD) will be charged at the request of the Client or as necessitated by the Contractor.

A minimum charge of 4-hours or 8-hours (after 4-hours have elapsed) will be incurred for expert witness testimony and legal depositions.

The fees listed herein are reviewed periodically and are subject to change. The Fee Schedule will generally be updated annually, and projects may be subject to the new fee schedule after January 1st.

14. BOARD MOTIONS AND APPROVALS

INFO/ACTION

**FAIRVIEW FIRE PROTECTION DISTRICT REGULAR
BOARD MEETING MINUTES
MONDAY, MAY 20, 2024, 7:00 PM
MEETING VIA TELECONFERENCE OVER ZOOM
25862 FIVE CANYONS PARKWAY, CASTRO VALLEY, CA 94552**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by Board President Melissa Dimic at 7:08 p.m. Director Justice led the pledge of allegiance.

2. ROLL CALL

Board members present: Directors Melissa Dimic, Robert Clark, Michael Justice, and Mark McDaniel. Director Choi was absent. Director Clark was permitted to attend online/remotely under a just cause basis in the Government Code Section 54953(f)(2)(A)(i).

In addition, the following staff and service providers were present: Fire Marshall Miles Massone, Fire Services Supervisor Tara Reyes, General Manager Michael Preston, and Conor Kennedy, Esq. of Garcia Hernandez Sawhney, LLP.

3. WELCOME

President Dimic welcomed all in attendance.

4. PUBLIC COMMENT PERIOD

President Dimic opened the public comment period and public comment took place, after which the period closed.

5. MESSAGE FROM THE PRESIDENT

President Dimic again welcomed everyone to the meeting.

6. Fire Chief's Report

Fire Supervisor Tara Reyes delivered the Incident Response Report and the Vegetation Management Update. Fire Marshal Massone delivered the Fire Prevention Activity report.

7. FFPD FINANCIAL UPDATE

The General Manager briefed the Board about the fund balance report and the Accountant Reports in the packet.

Director McDaniel moved to accept the February, March, and April 2024 Accountant's Reports in the packet. Director Justice seconded. The motion was carried unanimously.

AYES 4 (Clark, Dimic, Justice, McDaniel), ABSENT 1 (Choi), NOES 0, ABSTAIN 0

8. Approval of Preliminary Budget

The General Manager briefed the Board about the details of the preliminary budget and adjustments from the prior year's budget. The Board asked questions of the General Manager and made certain line-item revisions to the preliminary budget group with the support of the General Manager and the Fire Supervisor, then voted to approve with direction to post.

President Dimic moved to approve the preliminary budget. Director Clark seconded. The motion was carried unanimously. AYES 4 (Clark, Dimic, Justice, McDaniel), ABSENT 1 (Choi), NOES 0, ABSTAIN 0

9. PARAMEDIC SPECIAL TAX INCREASE

The General Manager briefed the Board about the history of paramedic special tax increases in the state, explained the mechanism and limit of the tax basis, and identified that the Bay Area Annual CPI for April 2024 as 3.8%.

Director McDaniel moved to adopt the resolution in the packet. President Dimic seconded. The motion was carried unanimously. AYES 4 (Clark, Dimic, Justice, McDaniel), ABSENT 1 (Choi), NOES 0, ABSTAIN 0

Break until 8:05 PM

10. UPDATE BOARD ON PROGRESS TOWARD REPAIR/REPLACEMENT OF ROAD SURROUNDING FIVE CANYONS PARKWAY FIRE STATION

The General Manager explained the status quo of seeking to fix the shared roadway. The Board asked the General Manager questions.

11. ADOPT RESOLUTION RE: NOTICE OF NOVEMBER 5, 2024, DISTRICT ELECTION TO ALAMEDA COUNTY ELECTION OFFICIAL

The General Manager explained the purpose of the resolution in the packet related to upcoming elections.

President Dimic moved to adopt the resolution in the packet. Director McDaniel seconded. The motion was carried unanimously. AYES 4 (Clark, Dimic, Justice, McDaniel), ABSENT 1 (Choi), NOES 0, ABSTAIN 0

12. GENERAL MANAGER REPORT

General Manager Preston updated the Board about:

- Services Contract Annual Review Ad Hoc
- Availability of Strategic Plan on District website
- Upcoming presentations and meetings
- Energy savings by upgraded solar inverter infrastructure.

13. BOARD MOTIONS AND APPROVALS

Secretary McDaniel moved to approve the minutes from the March 25, 2024, regular meeting. Director of Justice seconded. The motion was carried unanimously. AYES 4 (Clark, Dimic, Justice, McDaniel), ABSENT 1 (Choi), NOES 0, ABSTAIN 0.

14. MEETING ACTION ITEM SUMMARY

The General Manager will coordinate with the Fire Services Supervisor to post the preliminary budget.

The General Manager will deliver the resolution pertaining to upcoming Director elections to the Alameda County Elections Officer.

The General Manager will collaborate with the President to convene an ad hoc for the services contract annual review.

The General Manager will coordinate with the Strategic Plan committee to finalize and post the final product on the District's website.

15. COMMENTS BY BOARD MEMBERS

Board Members made comments.

16. AGENDA ITEMS FOR NEXT BOARD MEETING

Budget Approval
Website report
Road upgrade report
AB 1935
Newsletter
Annual Contract Review Report

17. ADJOURNMENT

President Dimic moved to adjourn the meeting and Director Justice seconded. All voted in favor.

AYES 4 (Clark, Dimic, Justice, McDaniel), ABSENT 1 (Choi), NOES 0, ABSTAIN 0.

Meeting adjourned at 8:35 PM.

Mark McDaniel
Secretary of the Board of Directors

Fairview Fire Protection District

15. MEETING ACTIONS ITEMS SUMMARY

16. COMMENTS BY BOARD MEMBERS

17. AGENDA ITEMS FOR NEXT BOARD MEETING