

California Department of Transportation

ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
1727 30th STREET, MS 65
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
TTY 711
<http://dot.ca.gov/programs/procurement-and-contracts>



February 16, 2024

Contract Number: 02A2279

County of Lassen
Attn: Craig Hemphill
175 Russell Avenue
Susanville, CA96001

Dear Contractor:

The above-referenced service Agreement is enclosed for your review and approval. Please refer to the enclosed "Contractor Instructions" for information on how to complete the Agreement and any accompanying forms.

DO NOT BEGIN WORK UNTIL NOTIFIED TO DO SO BY CONTRACT MANAGER.

By law, the State of California cannot pay for work undertaken by any contractor prior to complete approval of the contract.

A copy of the fully approved Agreement will be returned to you. If you do not receive your copy of the approved Agreement prior to the scheduled date for start of work, or if you have any other questions, please call this office or the designated Caltrans Contract Manager.

Thank you for your prompt processing. Please return all documents to my attention.

Sincerely,

Katherine Thompson
Contract Analyst

c: Contract Manager

Cooperative Agreement

THIS AGREEMENT (02A2279), ENTERED INTO ON February 1, 2024, is between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the **County of Lassen**, hereinafter referred to as **LOCAL AGENCY**.

Recitals

1. **CALTRANS** and **LOCAL AGENCY** (together referred to as "parties"), pursuant to Streets and Highways Code Section 114(a), are authorized to enter in this Agreement affecting State highways within the jurisdiction of **LOCAL AGENCY**.
2. **LOCAL AGENCY** has agreed to implement Noxious Weed Control along State Highways in Lassen County, hereinafter the Project, subject to the terms and conditions of this Agreement. The Project Description (Scope of Work, Location, Project Components, and Cost Estimate) is attached hereto as **Attachment II**.
3. This Agreement will commence on **February 1, 2024**, or upon approval by **CALTRANS**, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by **CALTRANS**. The **LOCAL AGENCY** shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **January 31, 2027**. The parties may amend this Agreement as permitted by law.
4. The governing body of the **LOCAL AGENCY**, under the authority of local ordinances, if applicable, is authorized to provide services or funding as described and specified herein pursuant to the **LOCAL AGENCY** resolution attached hereto as **Attachment I**. **LOCAL AGENCY** agrees to attach a copy of the resolution, order, motion, ordinance, or other similar document from the governing body of the **LOCAL AGENCY** authorizing execution of this Agreement.
5. All services performed by **LOCAL AGENCY** pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and **LOCAL AGENCY** laws, ordinances, regulations, and **CALTRANS** encroachment permits, published manuals, policies, and procedures.
6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
SHA	STATE	\$44,600.78

7. This Agreement is exempt from legal review and approval by the Department of General Services (DGS), pursuant to Public Contract Code Section 10295.
8. The term Agreement, as used herein, includes this document and any attachments, exhibits, and amendments.
9. Parties intend this Agreement to be their final expression that supersedes any oral understanding or writings pertaining to the Project. The requirements of this Agreement will preside over any conflicting requirements in any documents that are made an express part of this Agreement.
10. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.

termination by said notice, funds reimbursed to **LOCAL AGENCY** will include all authorized non-cancelable obligations and prior costs incurred.

4. Cost Limitation

- A. The total amount payable to **LOCAL AGENCY** pursuant to this Agreement by **CALTRANS** shall not exceed **\$44,600.78**.
- B. It is understood and agreed that this Agreement fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered as authorized by the **CALTRANS** Contract Manager or its designee at or below the fund limitation amount set forth in the provision above.

5. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a Federally-mandated program or that is directly dependent upon the receipt of Federal funds by a State agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

6. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927 and all agreements must comply with Public Contract Code Sections 10262 and 10262.5.
- B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by Caltrans.
- C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

7. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, **CALTRANS** agrees to compensate the **LOCAL AGENCY**

9. Reports

- A. **LOCAL AGENCY** shall submit written progress reports and expenditure reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **LOCAL AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- B. Any document or written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.
- C. **LOCAL AGENCY** will provide five (5) copies and one (1) electronic version of the final written report to the **CALTRANS** Contract Manager.

10. Audit

- A. Parties have the right to audit each other in accordance with generally accepted governmental audit standards. **CALTRANS**, the California State Auditor, Federal Highway Administration (FHWA) (if the Project utilizes Federal funds), and **LOCAL AGENCY** will have access to all Project-related records of each party, and any consultant party hired by a **LOCAL AGENCY** to participate in Project, for audit, examination, excerpt, or transcription. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The auditing party will be permitted to make copies of any Project-related records needed for the audit. The audited party will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt. Upon completion of the final audit, parties have 45 calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.
- B. If the Project expends State or Federal funds, each **PARTY** will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

11. Cost Principles

- A. **LOCAL AGENCY** shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. **LOCAL AGENCY** agrees, and will require that their contractors, subcontractors, and other subrecipients will be obligated to agree, that 48 CFR Part 31, 23 CFR Parts 40, 172, 645, and 646, and 2 CFR Part 200 shall be used to determine the allowability of individual Project cost items and shall comply with Federal administrative procedures set forth in 2 CFR Part 200.
- C. Any Project costs for which **LOCAL AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 48 CFR, Part 31; 23 CFR; or 2 CFR, Part 200, are subject to repayment by **LOCAL AGENCY** to **CALTRANS**. Should **LOCAL AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **LOCAL AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other funding source.

but not limited to, any tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** and/or its contractors/consultants, under or in connection with any work, authority or conduct delegated to **LOCAL AGENCY** under this Agreement.

C. **LOCAL AGENCY** shall ensure in its contracts with its contractors/consultants that the latter shall defend, indemnify, and save harmless **CALTRANS** and all of its respective officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by contractors/consultants of **LOCAL AGENCY**, its employees, and/or agents towards the Project.

15. Insurance

LOCAL AGENCY shall require all its subcontractors to furnish a Certificate of Insurance for Commercial General Liability Insurance, automobile liability insurance, and evidence of valid Workers' Compensation coverage, in effect for the term of this Agreement, which names **CALTRANS** as an additional insured in an amount of \$1 million per person and \$2 million in aggregate. In addition, **LOCAL AGENCY** shall require its subcontractors to indemnify, defend, and hold harmless **CALTRANS** to the same extent as they do under their contracts with **LOCAL AGENCY**.

16. Nondiscrimination Clause (2 Cal. Code Regs. 11105 Clause b)

A. During the performance of this Agreement, the **LOCAL AGENCY**, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **LOCAL AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. **LOCAL AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

C. **LOCAL AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing (DFEH) and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as DFEH or **CALTRANS** shall require to ascertain compliance with this clause.

D. **LOCAL AGENCY** and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

E. **LOCAL AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **LOCAL AGENCY** shall furnish copies thereof if requested.

C. **LOCAL AGENCY**, its Contractors, and Subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this Agreement.

19. Administrative Remedy for Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **LOCAL AGENCY**.
- B. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **LOCAL AGENCY** from full and timely performance in accordance with the terms of the Agreement.

20. Subcontractors

By signing this Agreement, **LOCAL AGENCY**, certifies that it shall comply with the State Contracting Manual (SCM) concerning the selection of any subcontractors who will perform any services under this Agreement.

21. Third-Party Contracts

- A. **LOCAL AGENCY** shall not award a construction contract more than \$10,000 or other contracts more than \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Gov. Code Sections 4525(d), (e), and (f) on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of **CALTRANS**).
- B. Any subcontract entered into by **LOCAL AGENCY** as a result of this Agreement shall mandate that travel and per diem reimbursements and third-party contract reimbursements to Subcontractors will be allowable as Project costs only after those costs are incurred and paid for by Subcontractors.

22. Drug-Free Workplace Certification

By signing this Agreement, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- A. Publish a Statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.

LOCAL AGENCY shall advise all such personnel to report to **LOCAL AGENCY** any apparent or actual breaches of said provisions. **LOCAL AGENCY** shall immediately relay any such reports to the **CALTRANS** Contract Manager or designee.

- I. In the event that any personnel is injured on the job while performing any work pursuant to this Agreement, **LOCAL AGENCY** shall be solely responsible for ensuring, and shall ensure, that such injured person receives the appropriate level of medical care and transportation to a medical facility. **LOCAL AGENCY** shall also be solely responsible for the administration of any claims made by such injured person due to any such injury as well as all treatment of and for any such injury. **LOCAL AGENCY** shall notify the **CALTRANS** Contract Manager within twenty-four (24) hours, or by the following work day, of any such injury sustained while working under this Agreement and the name of the injured person, the nature of the injury, and where, when, and how the injury occurred.
- J. A **LOCAL AGENCY** supervisor will direct all work crew operations and safety procedures. **CALTRANS** personnel shall not be required to be at any worksite where **LOCAL AGENCY** personnel are performing work pursuant to this Agreement, but **CALTRANS** personnel shall be in the general geographic area of each such worksite to respond to any emergencies. **CALTRANS** shall give daily pre-job technical instructions and safety information specific to each work location. **LOCAL AGENCY** agrees to ensure that all **LOCAL AGENCY** personnel are trained to follow and do follow all applicable safety guidelines of the Caltrans Safety Manual and all applicable regulations and/or standards issued by Cal/OSHA, including, but not limited to, Title 8, California Code of Regulations, Section 3203. **LOCAL AGENCY** shall train **LOCAL AGENCY** personnel on risks encountered in the workplace, including, but not limited to, how to avoid accidental hypodermic needle sticks.
- K. All **LOCAL AGENCY** Supervisors shall have a working communication device (e.g., cell phone) on their persons at all times for safety and technical direction.
- L. All **LOCAL AGENCY** van drivers that transport **LOCAL AGENCY** work crews shall possess a current and valid California Driver's License. **LOCAL AGENCY** shall provide each of its work crews with a safe, fully functional passenger van to transport all **LOCAL AGENCY** Personnel; a portable toilet; and sufficient drinking water, as required by Cal/OSHA regulations.
- M. **LOCAL AGENCY** personnel shall at no time operate any heavy equipment or other complex equipment while performing any work under this Agreement.

25. Equipment Purchase (By **LOCAL AGENCY**)

- A. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **LOCAL AGENCY** enters into any non-budgeted purchase order or sub-agreement exceeding \$500 for supplies, equipment, or consultant services. **LOCAL AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For the purchase of any item, service, or consulting work not covered in the attached **Project Description (Attachment II)** and exceeding \$500, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the **CALTRANS** Contract Manager.
- C. Any equipment purchased as a result of this Agreement is subject to the following: **LOCAL AGENCY** shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on sale, in accordance with established **CALTRANS** procedures,

29. Labor Code Compliance: Prevailing Wages

If the work performed on this Project is done under contract and falls within Labor Code Section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair, or maintenance, **LOCAL AGENCY** must conform to the provisions of Labor Code Sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. **LOCAL AGENCY** agrees to include prevailing wage requirements in its contracts for public works. Work performed by **LOCAL AGENCY**'s own forces is exempt from the Labor Code's prevailing wage requirements.

30. Prevailing Wage Requirements in Subcontracts

LOCAL AGENCY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in **LOCAL AGENCY**'s contracts.

If Project is paid for, in whole or part, with Federal funds and is of the type of work subject to Federal prevailing wage requirements, **LOCAL AGENCY** will conform to the provisions of the Davis-Bacon and Related Acts (40 USC Sections 3141-3148).

When applicable, **LOCAL AGENCY** will include Federal prevailing wage requirements in contracts for public works. Project work performed by employees of a **LOCAL AGENCY**'s is exempt from any prevailing wage requirements.

31. Project Close Out

The Agreement Expiration Date refers to the last date for **LOCAL AGENCY** to incur valid Project costs or credits and is the date the Agreement expires. **LOCAL AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to CALTRANS for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

32. Appendix E (Pertinent Nondiscrimination Authorities)

During the performance of this Agreement, **LOCAL AGENCY**, for itself, its assignees, and successors, and successors in interest (hereinafter referred to as "**LOCAL AGENCY**") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d et seq., 78 Stat. 252) prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21;
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Section 4601) prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- C. Federal-Aid Highway Act of 1973 (23 USC Sections 324 et seq.) prohibits discrimination on the basis of sex;
- D. Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, (42 USC Sections 6101 et seq.), as amended, prohibits discrimination on the basis of age;
- F. Airport and Airway Improvement Act of 1982 (49 USC Sections 471 and 47123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex;

changes to the scope of work allowed by this Agreement or any work that is not regular maintenance, prior to the start of any work within **CALTRANS'** right of way.

35. State-Owned Data

- A. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- C. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

36. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **LOCAL AGENCY**'s indemnification obligations contained elsewhere in this Agreement, **LOCAL AGENCY** hereby assumes all risks of the consequences of exposure of **LOCAL AGENCY**'s employees, agents, subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. **LOCAL AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **LOCAL AGENCY**'s

Attachments:

The following **Attachments** are incorporated into and are made a part of this Agreement by this reference and attachment.

- I. **LOCAL AGENCY** Resolution
- II. Scope of Work, Schedule, and Costs

Parties are empowered by California Streets and Highways Code to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

County of Lassen

Signature

By: Printed Name

Signature

By: Printed Name

Title: Contract Officer

Title: _____

Date: _____

Date: _____

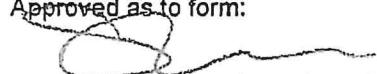
Signature

By: Printed Name

Title: _____

Date: _____

Approved as to form:


Sean Cameron, County Counsel

COSTS		
CHEMICALS	\$ COST/UNIT	Description
Capstone: 16.22% Triclopyr, 2.22% Aminopyralid	\$0.42 /oz	Herbicide
Clean Traxx: 0.85% Penoxsulam, 40.31% Oxfluorfen	\$0.84 /oz	Herbicide
Esplanade 200SC: 19% Indaziflam	\$10.14 /oz	Herbicide
Goaltender (41.0% Oxyfluorfen)	\$0.40 /oz	Herbicide
Method 240SL: 25.0% Aminocyclopyrachlor	\$2.60 /oz	Herbicide
Milestone: 40.6% Aminopyralid	\$2.60 /oz	Herbicide
Roundup Custom: 53.8 % Glyhposate	\$0.42 /oz	Herbicide
Roundup Pro Con.: 50.2% Glyphosate	\$0.42 /oz	Herbicide
Telar XP: 75.0% Chlorsulfuron	\$15.07 /oz	Herbicide
Transline: 40.9% Clopyralid	\$3.12 /oz	Herbicide
Inlet	\$0.11 /oz	Adjuvant
Activator 90	\$0.11 /oz	Adjuvant
Super Spread 7000	\$0.11 /oz	Adjuvant
Task/Personnel	\$ COST/UNIT	Description
Agriculture Commissioner	\$ 69.86 /hour (hr)	<p>"Selects, mixes, and applies various herbicides following label requirements for noxious weed control. Uses appropriate protective gear in the application of pesticides as required by the California Occupational Safety and Health Administration (Cal-OSHA), California Department of Pesticide Regulation (CDPR) and other regulatory agencies. Maintains spray equipment including preventive maintenance and minor repair. Complies with label requirements of registered products used in weed abatement, including mechanical methods for control of noxious weeds when appropriate. Maintains records to include GPS's application sites; pesticides used; date and time of application; etc. Assist in the preparation of reports regarding control and use of pesticides.</p> <p>Employee is responsible for the safe storage and use of herbicides in conformance with regulations of the Environmental Protection Agency and CDPR, Lassen County Fire Department and Agricultural Commissioner/Weights and Measures Department. Performs other duties as assigned."</p>

LASSEN COUNTY NOXIOUS WEED CONTROL COST PROPOSAL

County of Lassen
Agreement Number 02A2279
Attachment IIA
Page 4 of 4