



Town of Paradise

Town Council Meeting Agenda

6:00 P.M. - June 13, 2017

Date/Time: 2nd Tuesday of each month at 6:00 p.m.
Location: Town Hall Council Chamber, 5555 Skyway, Paradise, CA

Mayor, Scott Lotter
Vice Mayor, Jody Jones
Council Member, Greg Bolin
Council Member, Melissa Schuster
Council Member, Mike Zuccolillo

Town Manager, Lauren Gill
Town Attorney, Dwight L. Moore
Town Clerk, Dina Volenski
Community Development Director, Craig Baker
Finance Director/Town Treasurer, Gina Will
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, David Hawks
Chief of Police, Gabriela Tazzari-Dineen

Meeting Procedures

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item
 - A. If you wish to address the Council regarding a specific agenda item, please complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
 - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, "Public Communication." Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

In compliance with the Americans with Disabilities Act (ADA) Compliance, persons who need special accommodations to participate in the Town Council meeting may contact the Town Clerk at least three business days prior to the date of the meeting to provide time for any such accommodation.

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Presentation - Update on Paradise Sewer Project - Town Engineer Marc Mattox

2. CONSENT CALENDAR

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

- 2a. p5 Approve Minutes of the May 9, 2017 Regular Town Council Meeting.
- 2b. p12 Approve May 2017 Cash Disbursements in the amount of \$1,649,912.73.
- 2c. p19 Authorize the Town Manager to execute the New World Support Agreement. (In November 2015, Tyler Technologies and New World Systems merged. Tyler Technologies is the surviving entity. The agreement provides maintenance and support for the New World finance system for one year beginning October 1, 2018, and then will automatically renew each year until a 90 day notice is provided to terminate.)
- 2d. p25 Adopt Resolution No. 17-15, A Resolution of the Town Council of the Town of Paradise Approving an Extension of the term of the Joint Powers Agreement establishing the Butte County Association of Governments.
- 2e. p28 Authorize the Town Manager to execute the 2017/2018 FY GIS maintenance agreement with the CSU, Chico Research Foundation.
- 2f. p34 Accept the 2016 Annual Report of the Paradise Planning Commission to the Town Council regarding the Implementation Status Report of the 1994 Paradise General Plan.
- 2g. p56 Accept the 2016 Annual Report of the Paradise Planning Commission Regarding Progress Toward Implementation of the 1994 Paradise General Plan Housing Element.
- 2h. p63 Adopt Resolution No. 17-16, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager to execute a Renewed Agreement Between the Town of Paradise and the Housing Authority of the County of Butte for use of Home Investment Partnership Program (HOME) Funds for the Town's Tenant-Based Rental Assistance Program.
- 2i. p75 Waive the second reading of Entire Ordinance No. 566 and approve reading by title only; and, Adopt Ordinance No. 566, an Ordinance of the Town of Paradise amending sections 17.31.100, 17.31.200, 17.31.300 and 17.31.500 of the Paradise Municipal Code regulating medical or nonmedical marijuana cultivation and delivery and prohibiting marijuana collectives and cooperatives.

- 2j. p81 Authorize the Town Manager to execute a Memorandum of Understanding with Feather River Hospital regarding their Prescription Drug Rebate Program (340B of the Public Health Services Act). (In order to participate in this Program, Feather River Hospital must enter into an agreement with the Town in which Feather River Hospital commits to providing health care services to low-income individuals.)
- 2k. p85 Authorize the Mayor and Town Manager to execute the Tenth Amendment to Dismissal and Tolling Agreement between Town of Paradise and Oak Creek Estates.
- 2l. p94 Adopt Resolution No. 17-17 authorizing the Town Manager to execute an amended legal services agreement with Peters, Habib, McKenna & Juhl-Rhodes, LLP relating to public nuisance abatement lawsuits.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

5. PUBLIC HEARINGS - NONE

6. COUNCIL CONSIDERATION

Action items are presented by staff and the vote of each Council Member must be announced. A roll call vote is taken for each item on the action calendar. Citizens are allowed three (3) minutes to comment on agenda items.

- 6a. p100 Consider 1. Concurring with staff's recommendation of Mark Thomas & Company to perform engineering services for the Paradise Gap Closure Complex; 2. Approving the attached Professional Services Agreement with Mark Thomas & Company and authorize the Town Manager and Town Mayor to execute; 3. Authorizing the Town Manager to execute additional work orders up to 10% of the contract amount; and, 4. Approving Resolution No. 17-___, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager of the Town of Paradise or her Designee to sign Program Supplement Agreement No. F017 to the Administering Agency-State Agreement for Federal Aid Projects Corresponding to Project No. CML 05425 (038) to assure receipt of \$306,000 in federal funds. (ROLL CALL VOTE)

- 6b. p134 1. Consider Awarding Contract No. 17-01, Pearson Rd Bike-Ped Improvements, to Franklin Construction of Chico, CA in the amount of their bid of \$587,335.00; 2. Authorizing the Town Manager to execute an agreement with Franklin Construction relating to Contract No. 17-01 and to approve contingency expenditures not exceeding 12.5%; and, 3. Approving Resolution No. 17-___, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager of the Town of Paradise or her Designee to Sign Program Supplement Agreement No. F018 to

Administering Agency-State Agreement No. 03-5425F15 for Federal-Aid Project CML 5425 (036) to assure receipt of \$700,000 in federal funds. (ROLL CALL VOTE)

6c. p207 Update on the Police Department Roof Replacement and Miscellaneous Repairs Project - Information only, no action requested.

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

1. p227 Consider designating a voting delegate and alternate(s) and providing direction to the Town's voting delegate regarding the League of California Cities proposed resolution for the 2017 annual conference.

2. p231 Consider responding to a letter from Supervisor Teeter asking the Town to request a reopener of the 2006 Settlement Agreement with Department of Water Resources. (Lotter)

7b. Council reports on committee representation

7c. Future Agenda Items

8. STAFF COMMUNICATION

8a. Town Manager Report

- Community Development Director

9. CLOSED SESSION - NONE

10. ADJOURNMENT

10a. Adjourn to June 27, 2017 at 3:00 p.m., Paradise Town Hall, 5555 Skyway, Paradise, CA for the purpose of holding a regular adjourned meeting to consider approving a final budget for the Town of Paradise for fiscal year 2017/2018 pursuant to Government Code Section 54955.

STATE OF CALIFORNIA)	SS.
COUNTY OF BUTTE)	
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	

TOWN/ASSISTANT TOWN CLERK SIGNATURE	

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – May 09, 2017**

1. OPENING

The Regular Meeting of the Paradise Town Council was called to order by Mayor Lotter at 6:00 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Vice Mayor Jones.

COUNCIL MEMBER PRESENT: Greg Bolin, Jody Jones, Melissa Schuster, Mike Zuccolillo and Scott Lotter, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director/Town Treasurer Gina Will, Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Business and Housing Services Director Kate Anderson, Police Chief Gabriela Tazzari-Dineen, Division Chief, CAL FIRE/Paradise, David Hawks and Community Development Director Craig Baker.

Mayor Lotter stated that in order for the Council to discuss and make the recommendation on this matter (see below), the item must be formally added to the agenda. It takes a two thirds vote to add the item to the agenda, or if less than two thirds are present a unanimous vote of those present.

As such, Council is requested to take the following actions:

Pursuant to Government Code Section 54954.2(b)(2) the Town Council finds that there is a need to take immediate action and that the need came to the attention of the Town after the posting of the agenda concerning the following item:

Agenda item 6(d) Consider Approving an in-kind match from the Town of Paradise pertaining to residential fire hazard inspection; and, authorizing the Town Manager to sign the letter addressed to the Butte County Fire Safe Council (BCFSC). (The letter will serve as the Town's in-kind match toward the Butte County Fire Safe Council's application for the Paradise shaded Fuel Break and Defensible Space Chipper program grant through the California Fire Safe Council.)

Motion by Zuccolillo, seconded by Schuster, the Town Council finds that there is a need to take immediate action and that the need came to the attention of the Town after the posting of the agenda and added

Agenda Item 6(d) approving an in-kind match from the Town of Paradise pertaining to residential fire hazard inspection; and, authorizing the Town Manager to sign the letter addressed to the Butte County Fire Safe Council (BCFSC). Roll call vote was unanimous.

- 1a. Mayor Lotter presented a Proclamation recognizing May as Mental Health Awareness Month, received by Emily Bateman. (180-40-26)
- 1b. A report on the Love Paradise Spring Clean Fling was presented by Garrison Chaffee.
 - Ward Habriel commented on the large amount of volunteers that assisted the community for the weekend and that it was nice to have a formal organization coordinating the event.

At 6:11 p.m. Council Members Bolin and Zuccolillo recused themselves from the dais.

- 1c. An update on the Paradise Sewer Project was presented by Town Engineer Marc Mattox.
 - Ward Habriel commented that the information is good, but there are still a lot of questions from citizens and recommended a short statement to inform people of the necessity/benefits of a sewer system.

At 6:16 p.m. Council Members Bolin and Zuccolillo returned to the dais.

2. CONSENT CALENDAR

Council Member Schuster asked that consent agenda item 2(c) be pulled from the agenda due to a conflict of interest.

MOTION by Bolin, seconded by Jones, approved consent calendar items 2a, 2b, 2d-2g. Roll call vote was unanimous.

- 2a. Approved Minutes of the April 11, 2017 Regular Town Council Meeting.
- 2b. Approved April 2017 Cash Disbursements in the amount of \$999,178.11. (310-10-32)
- 2c. Item removed from consent calendar.
- 2d. Authorized the Town Manager to enter into a two-year extension for financial audit services with Mann Urrutia Nelson CPA's and Associate, LLP. (510-20-80)
- 2e. Approved Town Council Resolution No. 17-13 , "A Resolution of the Town of Paradise Establishing Landmark Tree Status for a Large Black Oak Tree Growing on Residential Property Located at 5567 Vista Way, Paradise, California (ANDERSON)." (740-60-21)

- 2f. 1. Concurred with staff's recommendation of Coastland Civil Engineering Inc. to perform construction engineering services for three scheduled construction projects; and, 2. Approved the Professional Services Agreement with Coastland Civil Engineering Inc. and authorized the Town Manager and Town Mayor to execute; and, 3. Authorized the Town Manager to execute additional work orders up to 10% of the contract amount. (510-20-160, 950-40-26, 950-40-25, 950-40-21)
- 2g. Adopted Resolution No. 17-14, A Resolution of the Town Council of the Town of Paradise authorizing agents to execute an application with the California Governor's Office of Emergency Services for obtaining certain Federal financial assistance. (420-20-18)

3. ITEMS REMOVED FROM CONSENT CALENDAR

Council Member Schuster abstained from voting on Agenda Item 2(c).

- 2c. **MOTION by Jones, seconded by Zuccolillo**, approved a Letter of Support for the appointment of Council Member Melissa Schuster to serve as the Butte County Representative to the Shasta Cascade Wonderland Association and Shasta Cascade Educational Foundation. Ayes of Bolin, Jones, Zuccolillo and Mayor Lotter. Abstention of Schuster. (180-10-29)

4. PUBLIC COMMUNICATION

- 1. Ward Habriel – invited Town Council to the 25th Annual Paradise Garden Tour, June 3rd & 4th; announced that there are several transitions from regular to drought tolerant gardens and that it provides a great educational opportunity to the community.

5. PUBLIC HEARINGS

For items that require a published legal notice and/or a mailed notice.

Public Hearing Procedure:

- A. Staff Report
- B. Mayor opens the hearing for public comment in the following order:
 - i. Project proponents (in favor of proposal)
 - ii. Project opponents (against proposal)
 - iii. Rebuttals – if requested
- C. Mayor closes the hearing
- D. Council discussion and vote

- 5a. Mayor Lotter announced that the Town Council would conduct the duly noticed and scheduled public hearing regarding the Planning Commission recommendation for the Town Council to consider amending portions of the Town's Zoning Ordinance Regulations (Paradise Municipal Code Chapter 17.31). If adopted, the proposed text amendments would

expressly prohibit the outdoor cultivation and delivery of marijuana, would prohibit marijuana collectives, cooperatives and dispensaries in all Town of Paradise zoning districts and would reasonably regulate indoor cultivation of marijuana. After the close of the Public hearing consider, waiving the first reading of entire Ordinance No. 566 and read by title only: and 2. Introducing Ordinance No. 566, an Ordinance of the Town of Paradise amending sections 17.31.100, 17.31.200, 17.31.300 and 17.31.500 of the Paradise Municipal Code regulating medical or nonmedical marijuana cultivation and delivery and prohibiting marijuana collectives and cooperatives. (540-16-135)

Community Development Director Craig Baker provided an overview of the proposed marijuana ordinance and the changes that would be made due to the approval of Proposition 64, commonly referred to as the "Adult Use of Marijuana Act" (AUMA). AUMA allows for the cultivation of marijuana, this conflicts with the current Paradise Municipal Code Chapter 17.31 which prohibits the cultivation of any marijuana in Town by any person, for any reason. The proposed ordinance would allow any individual over the age of 21 to cultivate up to six plants, indoors, not exceeding 50 square feet.

Mr. Baker recommended a change to the proposed ordinance on page 80 subsection D, where *non-commercial* is struck out, the recommendation is to keep the word *non-commercial* in the ordinance. Attorney Moore recommended one change on page 81, item 10; to insert the word *Standards* in the California Building *Standards* Code.

The public hearing was opened at 6:27 p.m.

1. Ward Habriel – stated that he has lost renters due to the smell and thinks that enforcement is the issue. Supports the ordinance.
2. Jim Ratekin – Lives in the Plantation where there is a large illegal marijuana grow in the neighborhood, has tried to resolve the issue, but is concerned with enforcement of the new ordinance. Supports the ordinance.
3. Sam Knoche – stated that the smell is obnoxious, devalues property and can bring crime to the area. Agrees that starting small to see how other communities handle marijuana is good.
4. Garrison Chaffee – thanked the Town Council for being conservative and starting small.

Mayor Lotter closed the public hearing at 6:35 p.m.

Motion by Jones, seconded by Zuccolillo, with staffs recommended changes and Vice Mayor Jones two changes to include in Section 3, 17.31.300, Definitions, item D after the word lockable doors, "and includes an air filtration system that is approved by the Town Building Official" and at the end of the paragraph, "Electricity cannot come from outdoor generators". Waived the first reading of entire Ordinance No. 566 and read by title only: and 2. Introduced Ordinance No. 566, an Ordinance of the Town of Paradise amending sections 17.31.100, 17.31.200, 17.31.300 and 17.31.500 of the Paradise Municipal Code regulating

medical or nonmedical marijuana cultivation and delivery and prohibiting marijuana collectives and cooperatives. Roll call vote was unanimous.

6. COUNCIL CONSIDERATION

- 6a. Administrative Analyst Colette Curtis presented information on the proposed Memorial Trailway name change. Bill Hartley from the Gold Nugget Museum provided information on the history of the local pioneers that may be recognized as part of the program and shared the plan to educate the youth in the community. Mr. Hartley stated that the Gold Nugget Museum is currently fundraising to cover costs of the plaques and continued maintenance.

MOTION by Zuccolillo, seconded by Schuster, authorized the Town Manager to execute an agreement on behalf of the Town of Paradise with the Gold Nugget Museum to make improvements to the Memorial Trail and rename the trail "Yellowstone Kelly Heritage Trail". Roll call vote was unanimous. (950-18-07)

Mayor Lotter took a recess at 7:19 p.m. and resumed the meeting at 7:29 p.m.

- 6b. **MOTION by Jones, seconded by Bolin**, 1. Awarded Contract No. 17-05, Measure C Bille Rd Overlay, to Knife River Construction of Chico, CA in the amount of their Bid of \$120,637.00.; and, 2. Authorized the Town Manager to execute an agreement with Knife Construction relating to Contract No. 17-05 and to approve contingency expenditures not exceeding 10%. 3. Approved Fiscal Year 2017/18 Measure C Budget Appropriation of \$132,701 for the project. Roll call vote was unanimous. (510-20-161, 510-20-153)
- 6c. Administrative Services Director Will reported on the progress of the 2017/18 budget process, no action was taken. (340-40-14)
- 6d. **Motion by Zuccolillo, seconded by Schuster**, approved an in-kind match from the Town of Paradise pertaining to residential fire hazard inspection; and, authorized the Town Manager to sign the letter addressed to the Butte County Fire Safe Council (BCFSC). Roll call vote was unanimous. (440-70-01)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items - None
- 7b. Council reports on committee representation

Council Member Schuster attended the Love Paradise event, welcomed bicycle riders from the Wildflower race into town and showed postcards for business to hand out that highlight the benefits from Measure C.

Council Member Jones attended Butte County Association of Governments and Butte County Air Quality Management District meetings, was asked to be a representative on the advisory committee for the Road User Charge (the mileage tax proposal) and on Friday will be attending the Sacramento Division League of California Cities meeting in Yreka (topic on homelessness).

Council Member Lotter attended the Business license registration meeting and stated that the Tuesday morning and Thursday evening Farmer's Market has started.

7c. Future Agenda Items – None

8. STAFF COMMUNICATION

8a. Town Manager Report

Manager Gill informed the Town Council that she will not be at the June 13, 2017 Council meeting.

Marc Mattox updated Town Council on the Road Repair Accountability Act of 2017 that was passed by the State Representatives and will provide an additional \$600,000 per year to the Town of Paradise.

Manager Gill reported on AB1250, a de-facto ban on local government contracts that would be harmful to local government. The Town Manager sent a letter to Assemblyman Gallagher encouraging him to oppose the bill.

- Community Development Director Baker provided an update on the following projects: Skyway/Black Olive Center (Safeway), Starbucks, Taco Bell, final map for Valley Vista Subdivision (14 lots) and final for Risley Parcel Map (4 parcels). The Planning Commission will be approving two time extension maps for the Skyway Land project and Williams Drive and the Housing Element and Implementation Status report of the 1994 General Plan, a proposed pizza parlor on Clark Road next to the laundromat, permits have been issued for the Chico Certified Farmer's market on Tuesday morning/Thursday evening and for the Chocolate Festival events.

Town Engineer Marc Mattox updated the Council on the Almond Street Multi-Modal Improvements project which is a \$3.7 Million Active Transportation Program (ATP) Grant that will provide drainage, sidewalks, bike paths and other upgrades between Pearson and Elliott Road. Construction will take place during the summer of 2019.

9. CLOSED SESSION – None

10. ADJOURNMENT

Mayor Lotter adjourned the Council meeting at 8:00 p.m.

Date Approved:

By:

Scott Lotter, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
MAY 1, 2017 - MAY 31, 2017

May 1, 2017 - May 31, 2017

Check Date	Pay Period End	DESCRIPTION	AMOUNT
05/05/17	04/30/17	Net Payroll - Direct Deposits & Checks	\$109,914.72
05/19/17	05/14/17	Net Payroll - Direct Deposits & Checks	\$105,816.89
TOTAL NET WAGES PAYROLL			\$215,731.61

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$246,144.86
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$1,188,036.26
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$1,434,181.12</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,649,912.73</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

APPROVED BY: _____
GINA S. WILL, FINANCE DIRECTOR/TOWN TREASURER

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 5/1/2017 - To Payment Date: 5/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
66911	05/01/2017	Open			Accounts Payable	BRUNO, SHERRY	\$213.63		
66912	05/01/2017	Open			Accounts Payable	BUZZARD , CHRIS	\$278.59		
66913	05/01/2017	Open			Accounts Payable	DELONG, SHELLEY	\$213.63		
66914	05/01/2017	Open			Accounts Payable	EVERBANK COMMERCIAL FINANCE, INC	\$906.47		
66915	05/01/2017	Open			Accounts Payable	GALLAGHER, CRAIG	\$458.71		
66916	05/01/2017	Open			Accounts Payable	HAUNSCHILD, MARK	\$291.55		
66917	05/01/2017	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
66918	05/01/2017	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
66919	05/01/2017	Open			Accounts Payable	MOORE, DWIGHT, L.	\$14,076.00		
66920	05/01/2017	Open			Accounts Payable	SBA Monarch Towers III LLC	\$131.59		
66921	05/01/2017	Open			Accounts Payable	US BANCORP OFFICE EQUIP FINANCE SERVICES	\$10,992.77		
66922	05/01/2017	Open			Accounts Payable	WESTAMERICA BANK	\$20,137.76		
66923	05/02/2017	Open			Accounts Payable	Aflac	\$189.92		
66924	05/02/2017	Open			Accounts Payable	BLOOD SOURCE	\$57.00		
66925	05/02/2017	Open			Accounts Payable	Met Life	\$8,439.34		
66926	05/02/2017	Open			Accounts Payable	OPERATING ENGINEERS	\$846.00		
66927	05/02/2017	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,094.90		
66928	05/02/2017	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,222.16		
66929	05/02/2017	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$652.06		
66930	05/02/2017	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$100.00		
66931	05/05/2017	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
66932	05/05/2017	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
66933	05/11/2017	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$17.95		
66934	05/11/2017	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$3.15		
66935	05/11/2017	Open			Accounts Payable	ALHAMBRA	\$54.85		
66936	05/11/2017	Open			Accounts Payable	APEX FENCE CO., INC.	\$8,275.00		
66937	05/11/2017	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$61.99		
66938	05/11/2017	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$108.65		
66939	05/11/2017	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$295.44		
66940	05/11/2017	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$19.73		
66941	05/11/2017	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,120.27		
66942	05/11/2017	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,110.62		
66943	05/11/2017	Open			Accounts Payable	Bennett Engineering Services Inc	\$40,814.04		
66944	05/11/2017	Open			Accounts Payable	Bertagna, Steve	\$11.50		
66945	05/11/2017	Open			Accounts Payable	Biometrics4ALL, Inc	\$17.25		
66946	05/11/2017	Open			Accounts Payable	BUTTE CO RECORDER	\$54.00		
66947	05/11/2017	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$2,247.50		
66948	05/11/2017	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$210.00		
66949	05/11/2017	Open			Accounts Payable	CLARK ROAD ANIMAL HOSPITAL	\$57.00		
66950	05/11/2017	Open			Accounts Payable	COLYER VET SERVICE	\$57.00		
66951	05/11/2017	Open			Accounts Payable	COMCAST CABLE	\$61.30		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 5/1/2017 - To Payment Date: 5/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
66952	05/11/2017	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$33.00		
66953	05/11/2017	Open			Accounts Payable	CREATIONS ENGRAVING	\$35.02		
66954	05/11/2017	Open			Accounts Payable	Cursor Control Inc.	\$1,500.00		
66955	05/11/2017	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$875,987.24		
66956	05/11/2017	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$450.00		
66957	05/11/2017	Open			Accounts Payable	DOGGIE WALK BAGS, INC.	\$509.31		
66958	05/11/2017	Open			Accounts Payable	ENTENMANN-ROVIN COMPANY	\$57.44		
66959	05/11/2017	Open			Accounts Payable	Entersect	\$84.95		
66960	05/11/2017	Open			Accounts Payable	Explore Butte County	\$7,016.09		
66961	05/11/2017	Open			Accounts Payable	GOLDEN RULE CREATIONS	\$212.09		
66962	05/11/2017	Open			Accounts Payable	HireRight, Inc.	\$16.26		
66963	05/11/2017	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
66964	05/11/2017	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$13,583.12		
66965	05/11/2017	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$1,234.84		
66966	05/11/2017	Open			Accounts Payable	INTERSTATE SALES	\$456.89		
66967	05/11/2017	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$225.00		
66968	05/11/2017	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$289.31		
66969	05/11/2017	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$744.35		
66970	05/11/2017	Open			Accounts Payable	Latta, Megan	\$38.08		
66971	05/11/2017	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$67.40		
66972	05/11/2017	Open			Accounts Payable	Meyers Police Canine Training	\$600.00		
66973	05/11/2017	Open			Accounts Payable	National Crime Investigation and Training	\$1,052.00		
66974	05/11/2017	Open			Accounts Payable	NATIONAL PUBLIC SAFETY INFORMATION BUREAU	\$149.00		
66975	05/11/2017	Open			Accounts Payable	Nesci Appraisal Service	\$400.00		
66976	05/11/2017	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$3,298.06		
66977	05/11/2017	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$5,571.69		
66978	05/11/2017	Open			Accounts Payable	NORTHSTAR ENGINEERING INC	\$8,199.12		
66979	05/11/2017	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$617.12		
66980	05/11/2017	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$165.14		
66981	05/11/2017	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$114.33		
66982	05/11/2017	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$125.19		
66983	05/11/2017	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$692.82		
66984	05/11/2017	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,440.00		
66985	05/11/2017	Open			Accounts Payable	PetEdge	\$6,441.50		
66986	05/11/2017	Open			Accounts Payable	R. Towne Backflow	\$325.00		
66987	05/11/2017	Open			Accounts Payable	SISC GASB 45 TRUST	\$25,000.00		
66988	05/11/2017	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$1,657.20		
66989	05/11/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$397.23		
66990	05/11/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$236.48		
66991	05/11/2017	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$26.06		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 5/1/2017 - To Payment Date: 5/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
66992	05/11/2017	Open			Accounts Payable	Tri Flame Propane	\$45.76		
66993	05/11/2017	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$320.68		
66994	05/11/2017	Open			Accounts Payable	VERIZON WIRELESS	\$262.92		
66995	05/11/2017	Open			Accounts Payable	VERIZON WIRELESS	\$104.70		
66996	05/11/2017	Open			Accounts Payable	Vrooman, Gary	\$172.50		
66997	05/11/2017	Open			Accounts Payable	WRIGHT, ROBERT	\$172.50		
66998	05/19/2017	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
66999	05/19/2017	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
67000	05/25/2017	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$36.98		
67001	05/25/2017	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$52.83		
67002	05/25/2017	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
67003	05/25/2017	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$53.78		
67004	05/25/2017	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,038.94		
67005	05/25/2017	Open			Accounts Payable	Bear Electric Solutions	\$1,425.00		
67006	05/25/2017	Open			Accounts Payable	Big O Tires	\$303.90		
67007	05/25/2017	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$863.00		
67008	05/25/2017	Open			Accounts Payable	CAPE Membership	\$45.00		
67009	05/25/2017	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$70.00		
67010	05/25/2017	Open			Accounts Payable	COMCAST CABLE	\$276.64		
67011	05/25/2017	Open			Accounts Payable	Delta Wireless, Inc.	\$1,920.00		
67012	05/25/2017	Open			Accounts Payable	DIGITAL PERSONA INC	\$900.00		
67013	05/25/2017	Open			Accounts Payable	DON'S SAW & MOWER	\$45.00		
67014	05/25/2017	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$1,320.00		
67015	05/25/2017	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$2,334.00		
67016	05/25/2017	Open			Accounts Payable	Essex, Mitchell, Duane	\$21.28		
67017	05/25/2017	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$176.00		
67018	05/25/2017	Open			Accounts Payable	FIRE SERVICE SPECIFICATION & SUPPLY	\$1,980.00		
67019	05/25/2017	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$141.00		
67020	05/25/2017	Open			Accounts Payable	GENESIS SOCIETY	\$1,000.00		
67021	05/25/2017	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
67022	05/25/2017	Open			Accounts Payable	Housing Authority of the County of Butte	\$459.00		
67023	05/25/2017	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$928.84		
67024	05/25/2017	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$42.17		
67025	05/25/2017	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$500.00		
67026	05/25/2017	Open			Accounts Payable	LEAGUE OF CALIFORNIA CITIES	\$100.00		
67027	05/25/2017	Open			Accounts Payable	MAGOON SIGNS	\$552.81		
67028	05/25/2017	Open			Accounts Payable	Mark Thomas & Company Inc	\$14,053.08		
67029	05/25/2017	Open			Accounts Payable	McArthur Family Trust	\$94.63		
67030	05/25/2017	Open			Accounts Payable	MID VALLEY TERMITE	\$290.00		
67031	05/25/2017	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
67032	05/25/2017	Open			Accounts Payable	MYERS STEVENS TOOHEY & COMPANY	\$64.80		
67033	05/25/2017	Open			Accounts Payable	NORTHSTATE CLEANING SERVICE	\$240.00		

CASH DISBURSEMENTS REPORT

From Payment Date: 5/1/2017 - To Payment Date: 5/31/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	9	\$229,053.96	\$0.00	
Grand Totals:									
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	151	\$1,434,181.12	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	151	\$1,434,181.12	\$0.00	
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	142	\$1,205,127.16	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	142	\$1,205,127.16	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	9	\$229,053.96	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	9	\$229,053.96	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	151	\$1,434,181.12	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	151	\$1,434,181.12	\$0.00	



**Town of Paradise
Council Agenda Summary
Date: June 13, 2017**

Agenda Item: 2(c)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: New World Support Agreement

Council Action Requested:

Authorize the Town Manager to execute the New World Support Agreement; or

Alternatives:

Direct staff to issue a request for proposal for other finance system solutions.

Background:

In September 2005, the Town entered into an agreement with New World Systems for the purchase and implementation of the New World finance system. It was the lowest cost and best alternative at the time. The Town has spent well over \$200,000 for software, implementation costs and staff time to fully implement the suite of New World accounting solutions. The New World Payroll and Human Resources Suite was the last module to be implemented in July 2012. Currently staff is satisfied and is utilizing all of the following functions of New World:

Accounts Payable	Annual Budget	Asset Management
Bank Reconciliation	Billing and Receivables	General Ledger Misc.
Payroll and HR	Procurement	Project Accounting
	Revenue Collections	

Discussion:

In November 2015, Tyler Technologies and New World Systems merged. Tyler Technologies is the surviving entity. The enclosed agreement provides maintenance and support for the New World finance system for one year beginning October 1, 2018, and then will automatically renew each year until a 90 day notice is provided to terminate.

Annual fee increases will not exceed 5% for the first three years of the agreement, and the Maintenance and Support Agreement provides the following services:

1. Resolve defects in a professional manner consistent with industry standards

2. Provide telephone support
3. Maintain trained personnel
4. Provide all major and minor releases and updates
5. Provide non-defect resolution support

As the software is currently performing well and it would cost at least \$250,000 to purchase and implement a new finance system, staff recommends the approval of the maintenance agreement and continued investment of time and resources into the New World System at least for the next few years.

Fiscal Impact Analysis:

The annual maintenance agreement for 2017/18 will cost \$42,669. Over the last six years the fees have increased an average of 3.98%.

Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, Tyler and Client are parties to an original agreement, dated September 21, 2005 ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Agreement.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Agreement.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date. The maintenance fees shall be determined in accordance with section 2 of Exhibit 1 to this Support Agreement.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

Client: Paradise, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Maintenance and Support Agreement

Tyler (“we”) will provide Client (“you”) with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on October 1, 2018, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date. For the avoidance of doubt, Client may terminate the Maintenance and Support Agreement for any reason, at any time, after ninety (90) days advance written notice. Client will not be entitled to a refund or offset of previously paid maintenance and other fees
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the applicable invoice. Tyler agrees that the increase in the annual maintenance and support fees shall not exceed more than five (5%) per year, over the prior year, for the first three (3) annual maintenance and support renewals. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as “Defect” is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



TOWN OF PARADISE
Council Agenda Summary
Date: June 13, 2017

Agenda No. 2(d)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: BCAG Joint Powers Agreement

COUNCIL ACTION REQUESTED:

1. Adopt a resolution approving an extension of the term of the Joint Powers Agreement establishing the Butte County Association of Governments.

Background:

The Butte County Association of Governments (BCAG), which is a Joint Powers Agency of the cities of Biggs, Chico, Gridley, Oroville, the Town of Paradise and the County of Butte, was originally established in 1969 BCAG's current Joint Powers Agreement was last approved by the BCAG member agencies in June 2015 and included a two (2) year term to the date of July 27, 2017.

BCAG is the state designated Regional Transportation Planning Agency (RTPA) and the federal designated Metropolitan Planning Organization (MPO) for Butte County. Under these designations, BCAG is responsible for the planning and programming of all federal and state transportation funds within the region in cooperation with BCAG's member agencies and state and federal planning partners which include - The California Department of Transportation (Caltrans), the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).

As the MPO and RTPA for Butte County, BCAG has several planning responsibilities that must be implemented ongoing to ensure continued federal and state transportation funding of projects and programs within Butte County. These required planning responsibilities include preparation of the following plans and/or administration of the following programs:

- Metropolitan Transportation Plan (MTP) & Sustainable Communities Strategy (SCS) – every four years
- Federal Transportation Improvement Program (FTIP) - every two years,
- Air Quality Conformity Determinations - for the MTP and FTP as necessary;
- Regional Transportation Improvement Program (RTIP) - every two years
- Regional Housing Needs Allocation Plan - every eight years;
- Administration of the Transportation Development Act (TDA) Local Transportation Fund (LTF) & State Transit Assistance (STA) - annually.

As a regional planning agency, BCAG has also assumed other local/regional planning responsibilities over the years that directly supports and benefits the Cities, Town and County. These activities include:

- Administration of Butte Regional Transit (B-Line);
- Serve as the US Census Affiliate Data Center,

- Provide Administration & Maintenance for the Regional Geographic Information System (GIS) database;
- Administer & Maintain a Regional Transportation Model;
- Development of the Butte Regional Conservation Plan (BRCP);
- Administration of the Butte Regional Transportation Corporation (BRTC) a Non Profit 501 (c)(3) Corporation

In the last 5 years, BCAG has aided in the procurement, programming and implementation of over \$15M in State and Federal transportation grants for the Town of Paradise.

Analysis:

BCAG’s JPA has historically included a ten-year term. In 2015 when the term was last expiring, BCAG requested the member agencies approve a two-year extension until July 26, 2017 on the assumption that the Butte Regional Conservation Plan (BRCP) would be completed and approved, then incorporated into the current JPA.

As of May 2017, the completion and approval of the BRCP is uncertain do to funding constraints and uncertain local support. While BCAG will continue to work with the cities and county on development of the BRCP, adoption and approval of the Plan is unknown.

At this time, BCAG Member agencies are being asked to approve of a ten-year term extending the BCAG JPA to July 31, 2027. Should the BRCP be approved, at some point in the future, BCAG and the member agencies can address amending the JPA at that time.

Approving the attached resolution will continue the Town’s participation in the Butte County Association of Governments.

Financial Impact:

Approving the extension will continue the Town’s participation in the Butte County Association of Governments (BCAG). The Town maintains a representative on the BCAG board which approves the annual BCAG budget.

Alternatives:

Delay, modify or reject recommended action.

**TOWN OF PARADISE
RESOLUTION 17-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING AN EXTENSION OF THE TERM OF THE
JOINT POWERS AGREEMENT ESTABLISHING
THE BUTTE COUNTY ASSOCIATION OF GOVERNMENTS (BCAG)**

WHEREAS, the Town Council of the Town of Paradise approved and authorized the execution of a Joint Powers Agreement to create a joint powers public entity known as the Butte County Association of Governments (BCAG), with the powers, duties and responsibilities of the BCAG set forth in the Joint Powers Agreement; and,

WHEREAS, that Joint Powers Agreement was effective July 26, 2005, with a term of ten (10) years from the date thereof; and,

WHEREAS, in 2015, the parties to the Joint Powers Agreement jointly and severally agreed that the term of the Joint Powers Agreement be extended for an additional two (2) years, thereby effective through July 25, 2017; and,

WHEREAS, the parties to the Joint Powers Agreement jointly and severally agree that the term of the Joint Powers Agreement be extended for an additional ten (10) years, thereby effective through July 31, 2027; and,

WHEREAS, Government Code sections 6500 et seq, generally, and section 6503.5, specifically, provide for this amendment of the Joint Powers Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

1. The above recitals are true and correct.
2. Paragraph 18(a) of the Joint Powers Agreement to be amended as follows:
The term of this Joint Powers Agreement shall be for a period ending July 31, 2027.
3. The Town Manager is further hereby authorized to execute any document that incorporates this amendment into and as part of the Joint Powers Agreement.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 13th day of June 2017 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Scott Lotter, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Dina Volenski, Town Clerk

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: June 13, 2017

Agenda No. 2(e)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Geographic Information Center (GIC) 2017/2018 Maintenance Contract

COUNCIL ACTION REQUESTED:

1. Authorize the Town Manager to execute the 2017/2018 FY GIS maintenance agreement with the CSU, Chico Research Foundation.

Background:

The Geographic Information Center (GIC) is a program of the California State University (CSU) Chico Research Foundation, and has been providing Geographic Information System (GIS) data to the Town for the past several years. An annual maintenance agreement is typically required for this service. The GIC provides both basic and specialized data maintenance, such as spatially referenced road, parcel, land use, zoning, aerial images, drainage, and topography data. Additionally, the GIC provides the Paradise Fire Department with updated Map Books and Dispatch with the most current parcel and road data to aid with dispatch.

Analysis:

As mentioned above, the GIC provides a variety of services under the agreement. In addition to technical support, the maintenance of data involves the GIC receiving data revisions from the Town, County and other agencies, compiles these changes and corrections, and is then available to the Town for its use. For example, when a parcel in the Town is subdivided, the new lot is sent to the GIC (in addition to other agencies) and they make this change in the data. Additionally, the GIC creates specialized maps and data for various projects, such as soils map, snow load map, etc. Without this maintenance service, it would be extremely difficult for the Town to correct and maintain this data in a correct and efficient manner due to staffing limitations and specialization of work. The GIC has proved to be a valuable asset to the Town in times where mapping and other specialized information is required in a timely manner.

In the 2016/2017 Fiscal Year, milestones for the GIC included:

- Maintenance of an internal GIS web viewer for town staff
- Maintenance of a new mailer web viewer which added efficiencies for notifications to citizens
- Improvements to the web viewer, allowing Police Dispatch to use data live.
- Supported key features of the Paradise Sewer Feasibility Study.

In 2017/2018 Fiscal Year, the GIC will continue to update all base, planning, and infrastructure GIS layers as needed, continue to provide live data access in support of dispatch, continue to maintain the online mailer application with the latest available address, parcel, and County Assessor information, continue to enhance capabilities for town staff to the online web viewers

as requested, produce any hard copy materials necessary for the Town's daily activities, and provide various GIS technical support for all departments on an as needed basis.

Financial Impact:

The cost for these maintenance and support services for the 2017/2018 fiscal year is a fixed fee of \$10,000.00. This maintenance agreement will be included in the 2017/2018 General Fund budget and will be paid for by the Central Services Program account 5213.100 Professional/Contract Services.

Alternatives:

Delay, modify or reject recommended action.

AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION

Agreement is hereby made between The CSU, Chico Research Foundation (FOUNDATION), on behalf of the Geographical Information Center (GIC), and the Town of Paradise (CLIENT) according to the following terms, conditions and provisions:

Identity of Client:

Lauren Gill, Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969
530.872.6291 x112 (Office)
lgill@townofparadise.com

Foundation:

The CSU, Chico Research Foundation
Office of Research and Sponsored Programs
25 Main Street, Suite 103
Chico, CA 95928-5388

Contact person for Contractual Matters:

Matthew Bently, ESQ, Director of Contracts and Development
Office of Research and Sponsored Programs
25 Main Street, Suite 103
Chico, CA 95928-5388
530.898.5700 (office)

Contact person for Project Matters:

Jason Schwenkler, Director
Geographical Information Center
530.898.4372 (office)
530.898.6317 (fax)
jschwenkler@csuchico.edu

*Agreement with CSU, Chico Research Foundation (Town of Paradise)
GIS Maintenance*

Town of Paradise GIS Maintenance Workscope:

CLIENT desires that FOUNDATION perform, and FOUNDATION agrees to perform, the following:

FOUNDATION will:

Scope:

The Geographical Information Center (GIC), a program of the non-profit CSU, Chico Research Foundation, agrees to provide GIS maintenance updates, which includes existing GIS data and Map Book updates, internal online Parcel Notification site maintenance and updates, internal online Parcel Viewer site maintenance and updates, external Parcel Viewer site maintenance and updates, and GIS support services for individual departments, including dispatch, to the Town of Paradise Geographical Information System for the period July 1, 2017 through June 30, 2018.

The specific tasks are as follows:

- *Maintaining the Town's GIS database layers to include land use, zoning, and infrastructure information as provided by the Town;*
- *Maintaining the Town's Fire Map Book as-needed;*
- *Maintenance and updating of the Town's internal facing web-based public notification mailing application;*
- *Maintenance and updating of the Town's internal facing web-based parcel viewer;*
- *Maintenance and updates of the Town's public facing web-based parcel viewer;*
- *Provision of miscellaneous GIS support services to individual departments as requested by the Town;*

FOUNDATION's work shall be completed by **June 30, 2018**.

Contact Information:

GIC:

Jason Schwenkler, Director, Geographical Information Center, California State University, Chico, CA 95929-0327; 530.898.4372; jschwenkler@csuchico.edu.

Town of Paradise:

Lauren Gill, Town Manager, 5555 Skyway, Paradise, CA 95969; 530.872.6291 x112 (office); lgill@townofparadise.com.

Terms of Payment:

As compensation for FOUNDATION's service, CLIENT shall pay FOUNDATION a fixed price amount of **\$10,000** 100% due upon completion of services.

Independence:

***Agreement with CSU, Chico Research Foundation (Town of Paradise)
GIS Maintenance***

FOUNDATION understands FOUNDATION is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. FOUNDATION will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above, FOUNDATION shall, at FOUNDATION's sole expense, provide all instrumentalities or supplies, any required licenses or permits, additional helpers or subcontractors, and any other expense incurred by FOUNDATION except as otherwise specified herein.

Insurance:

FOUNDATION assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for FOUNDATION's protection in connection with work under this Agreement.

Indemnity:

Each party agrees to indemnify, defend, and hold harmless the other from any injuries, property damage, or other claims and losses resulting from the activities of each party or the party's agents in performance of this Agreement. FOUNDATION as indemnitee also includes California State University, Chico, The Trustees of the CSU, and the State of California.

Ownership:

CLIENT will assume ownership of deliverables upon delivery by FOUNDATION. FOUNDATION may use deliverables and any working papers for its own purposes.

Termination Without Cause:

With reasonable cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement and any act exposing the other party to liability to others for personal injury or property damage. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

Choice of Law:

Any dispute related to this Agreement shall be decided in accordance with the laws of the State of California.

Terms of Agreement:

This is the entire Agreement of the parties and cannot be modified orally. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain



**TOWN OF PARADISE
Council Agenda Summary
Date: June 13, 2017**

Agenda No. 2(f)

ORIGINATED BY: Craig Baker, Community Development Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Acceptance of the 2016 Annual Report of the Paradise Planning Commission to the Town Council Regarding the Implementation Status of the 1994 Paradise General Plan

COUNCIL ACTION REQUESTED: Adopt a **MOTION TO:**

1. Acknowledge receipt of and file the Planning Commission's annual report concerning implementation status of the 1994 Paradise General Plan for the 2016 calendar year.

BACKGROUND: California Government Code Section 65400 requires a local planning agency (Paradise Planning Commission and staff) to annually review and provide a report to the local legislative body (i.e. the Town Council) concerning progress achieved toward the implementation of its General Plan. The wording of the Government Code Section is as follows:

Provide an annual report to the Town Council on the status of the "General Plan" and progress in its implementation, including the progress in meeting its share of regional housing needs determined pursuant to section 65584 and local efforts to remove governmental constraints to the maintenance, improvement and development of housing...

On behalf of the Paradise Planning Commission, town staff is pleased to officially submit to the Town Council its annual "Calendar Year 2016 1994 Paradise General Plan Implementation Status Report" dated May 2016 (NOTE: Refer to attached copy of the report). The content of this report reflects General Plan implementation progress made during the 2015 calendar year. The report is a culmination of a work effort of the staff and Planning Commissioners.

Similar to the contents of prior annual reports, the attached annual report is submitted in a format that is directly linked with the 1994 Paradise General Plan Volume I - Policy Document. The report specifically lists individual General Plan policies and implementation measures, their respective text page number where located within the General Plan Volume I - Policy Document, and their respective implementation status.

In order for the attached report to be meaningful, each Town Council member may wish to refer to their individual copy of the 1994 Paradise General Plan Volume I - Policy Document to read the actual text of each General Plan policy or implementation measure corresponding to the comments within the report. Alternatively, you may access the policy document via the Town's website (townofparadise.com).

During the 2016 calendar year and over the last several years, the Town of Paradise achieved additional progress toward implementation of the 1994 Paradise General Plan. As you read the attached annual report in regards to the implementation status of our Paradise General Plan you should note that those items that received special emphasis by staff and the Planning Commission are shown in "**BOLD**" text. "**SHADED**" text indicates a new or revised comment.

It should be noted that, due to specific Housing Element implementation reporting requirements adopted by the State of California that are not applicable to other General Plan elements, a separate report exclusively detailing implementation of the Paradise General Plan Housing Element was prepared by staff, reviewed by the Planning Commission and is agenized separately.

FINANCIAL IMPACT: Acceptance of this May, 2017 annual report concerning the implementation status of the 1994 Paradise General Plan shall have no financial impact upon the Town of Paradise.

Attachment



CALENDAR YEAR 2016

1994 PARADISE GENERAL PLAN

IMPLEMENTATION STATUS REPORT

**Presented by the
Paradise Planning Commission**

May 2017

REPORT OF THE PLANNING COMMISSION

**1994 PARADISE GENERAL PLAN
IMPLEMENTATION STATUS REPORT**

FOR CALENDAR YEAR 2016

LAND USE ELEMENT:

GROWTH AND LAND USE DEVELOPMENT:

<u>Policy/ Implem. Measure</u>	<u>Text Page</u>	<u>Policy Brief</u>	<u>Implementation Status</u>
LUP-1	(6-3)	Recognize site limitations	Implemented and ongoing.
LUP-2	(6-3)	Factor in constraints analysis	Implemented and ongoing.
LUP-3	(6-3)	Minimize grading	Implementation ongoing as opportunity so afforded.
LUP-4	(6-3)	Specific Plan for south of town	Not yet implemented. Private work effort was initiated in 2006 for a portion of the secondary planning area south of town limits, but has slowed due to funding and staffing shortages. New Butte County General Plan adopted October 2010 includes directive to develop a specific plan for a portion of this area, for which the Town will provide input.
LUP-5	(6-3)	Open Space/Ag designation	Implemented.
LUP-6	(6-3)	Annexations south of town	Not implemented due to lack of necessity.
LUP-7	(6-3)	35' maximum building height	Implemented and ongoing.
LUP-8	(6-3)	Evaluate cumulative impacts	Required by law; implemented and ongoing.
LUP-9	(6-3)	Public notice requirements	Implemented and ongoing.

LUP-10	(6-3)	Encourage planned developments	Ongoing directive; implemented as opportunities arise.
LUP-11	(6-3)	Design projects to avoid constraints	Implemented and ongoing.
LUI-1	(6-4)	Track residential growth rate	Implemented and ongoing.
LUI-2	(6-4)	Prepare Specific Plan	Not implemented. See LUP-4, above.
LUI-3	(6-4)	Amend PMC for grading	Largely implemented via Town adoption of the 2010 California Green Building Standards Code.
LUI-4	(6-4)	Amend zoning for GP consistency	Fully implemented (1997).

PUBLIC SERVICES AND INFRASTRUCTURE:

LUP-12; 13; 14	(6-4)	Growth not to exceed availability of public services	Implemented via planning process reforms; an ongoing directive.
LUP-15	(6-5)	Improve public service capacity	Implemented and an ongoing directive.
LUP-16	(6-5)	No discretionary residential permit unless adequate public services	Implemented and ongoing.
LUP-17	(6-5)	Encourage service districts to expand or enhance capacity	Partially implemented and ongoing as opportunities arise.
LUP-18	(6-5)	TOP and PID meet bi-annually	The last joint Town Council/P.I.D. meeting was held on May 30, 2006. However, the Town/PID Liaison Committee met on March 2, 2017 to publicly discuss several current issues of import to the Town and PID.
LUP-19	(6-5)	Densities based on constraints	Implemented and ongoing.
LUP-20	(6-5)	Police and Fire service levels	Implemented and ongoing.
LUP-21	(6-5)	Assessment districts	Partially implemented, ongoing as needed.
LUP-22	(6-5)	Fees for service delivery costs	Partially implemented via the Town's development impact fee program.
LUP-23	(6-5)	Feasibility of annexation	Implemented and an ongoing directive.
LUP-24	(6-5)	Feasibility of merging with PID	The development of feasibility studies has been tabled by the Town Council pending adequate funding and other factors.

LUP-25	(6-5)	Designate general locations for public and open space uses	Fully implemented.
LUP-26	(6-6)	Findings for public service and infrastructure capacity	Implemented and ongoing.
LUI-5	(6-6)	Capital improvements program	Implemented. The Town successfully developed and adopted a 3-year capital improvements program in the summer of 2015.
LUI-6	(6-6)	Assure adequate water delivery	Partially implemented and ongoing.
LUI-7	(6-6)	Implement <i>Master Storm Drain Study & Facilities Plan</i>	Partially implemented and ongoing.
LUI-8	(6-6)	Public safety impact fees	Implemented and ongoing.
LUI-9	(6-6)	Service fees for existing uses	Partially implemented and ongoing.
LUI-10	(6-6)	Development impact fees	Implemented and ongoing.
LUI-11	(6-6)	Investigate forms of assessment districts	Partially implemented and ongoing. In 2016, the Town received grant funding to conduct a feasibility study to analyze the feasibility of constructing a wastewater collection system for the core commercial areas of Paradise, which would include the establishment of an assessment district in the area of benefit. A draft of this study has been completed and scheduled for Town Council consideration in May, 2017.
LUI-12	(6-6)	LAFCo to study any potential merging with special districts	Not implemented due to lack of necessity.
LUI-13	(6-6)	Monitor population trends for effects on public services	Partially implemented and ongoing.

LAND USE DISTRIBUTION AND LOCATION

LUP-27; LUP-28	(6-7)	Create Central Commercial area	Implemented via Town Council adoption of Town Resolution No. 01-37 in November, 2001.
LUP-29	(6-7)	Central Commercial area to focus	

		on visitors	Implemented and ongoing.
LUP-30	(6-7)	CIP for revitalization areas	Ongoing Directive. A number of pedestrian, park, signal and other infrastructure improvement projects completed within downtown and former RDA areas in recent years. Construction of an additional Park & Ride facility was completed in 2011 and new signal, street improvements and striping were completed in summer 2013 along Pearson Road between Black Olive Drive and Clark Road. Two underground Utility Districts were formed along Skyway north of Neal road and in Downtown Paradise in 2016. Portions of Skyway were rehabilitated with micro-surfacing in 2016. Additional State grant funded frontage improvements to complete sidewalks and bicycle lanes on Pearson Road between Academy Drive and Skyway are planned for 2017.
LUP-31	(6-7)	Retail sales and infill on Skyway	Implemented and ongoing as opportunities arise.
LUP-32	(6-7)	Discourage strip development on Clark Rd	Ongoing directive.
LUP-33	(6-8)	Encourage existing strip fill in	Ongoing directive.
LUP-34	(6-8)	Larger retail to locate in centers with adequate facilities	Ongoing directive.
LUP-35	(6-8)	Professional office development	Ongoing directive.
LUP-36	(6-8)	Expand industrial park	Town efforts to acquire/develop additional business or industrial park property continue as opportunities arise.
LUP-37; 38	(6-8)	Lt Industrial/Business Park areas	Implemented.
LUP-39	(6-8)	Preserve residential neighborhoods	Ongoing directive and implemented.
LUP-40	(6-8)	Community facilities compatibility	Ongoing directive.
LUP-41	(6-8)	Airport compatibility uses	Ongoing directive.
LUP-42	(6-8)	Locations for cemeteries	Implemented.
LUP-43	(6-8)	Timber production areas	Implemented.
LUP-44	(6-8)	Locations for gateway areas	Implemented.

LUI-14	(6-8)	Provisions for mixed land uses	Implemented.
LUI-15	(6-8)	Zoning consistent with GP	Implemented.
LUI-16	(6-8)	Provide for visitor services	Implemented.
LUI-17	(6-8)	Adopt Capital Improvements Plan	Implemented. See comment for LUI-5.
LUI-18	(6-8)	Develop. guidelines for large retail	Largely implemented via adoption of town-wide design standards in March, 2010.

LAND USE DENSITIES

LUP-45	(6-9)	Higher density compatibility	Ongoing directive.
LUP-46	(6-9)	Higher density locations	Partially implemented and ongoing.
LUP-47	(6-9)	½ acre minimum residential lot size	Ongoing implementation.
LUP-48	(6-9)	High density residential locations	Partially implemented and ongoing.
LUP-49	(6-9)	Higher density requirements	Ongoing directive, implemented as opportunities are afforded.
LUP-50	(6-9)	Low density Multi-Family locations	Ongoing directive and partially implemented.
LUI-19	(6-9)	Zoning consistent with GP	Implemented and ongoing directive.
LUI-20	(6-9)	Make findings consistent with GP	Implemented and ongoing.
LUI-21	(6-9)	Safety standards for high density	Implemented.
LUI-22	(6-9)	Identify difficult to develop areas	Implemented and ongoing.

ECONOMIC DEVELOPMENT/REDEVELOPMENT

LUP-51	(6-10)	Attract needed industries	Partially implemented; target industry study completed. Additional implementation as new opportunities arise.
LUP-52	(6-10)	Promote reuse of empty buildings	Ongoing directive, however, dissolution of RDA eliminated a primary

			funding source for the façade renovation program, which targeted reuse of existing buildings.
LUP-53, 54	(6-11)	Town theme for Central Comm.	Implemented. Town-wide Design Standards are adopted. Various PMC sign regulation changes adopted in 2010 have assisted as well.
LUP-55	(6-11)	35' max commercial height	Implemented and ongoing.
LUP-56	(6-11)	Screen commercial parking areas	Ongoing directive; implemented.
LUP-57	(6-11)	Artisan and tourist center	Chamber of Commerce and the Paradise Art Association continue to sponsor cultural events. The Town has formed a committee that includes local business owners as part of an effort to promote Downtown beautification and commerce.
LUP-58	(6-11)	Create scenic gateway areas	Ongoing directive; partially implemented.
LUP-59	(6-11)	Support retention of open space	Ongoing directive.
LUP-60	(6-11)	Common theme for gateway areas	Implemented via PMC zoning code text amendments and adoption of design standards in 2010.
LUP-61	(6-11)	Eliminate unsightly materials near entrances to town	Ongoing directive.
LUP-62; 63	(6-11)	Promote town as tourist destination	Ongoing and partially implemented.
LUP-64	(6-11)	Bed and breakfast locations	This directive is implemented via Town's zoning regulations.
LUP-65	(6-11)	Develop destination resort	Ongoing directive.
LUP-66	(6-11)	Update <i>Downtown Revitalization Plan</i> as needed	Plan is adopted and implementation is promoted via 2010 adoption of Design Standards.
LUP-67	(6-12)	Sites for business park	Partially implemented. See LUP-51.
LUI-23	(6-12)	Calif. "Main Street" program	Functionally Implemented. "Main Street" concepts/components are incorporated within the adopted Downtown Revitalization Plan and the 2010 Design Standards.
LUI-24	(6-12)	Promote farmers market	Ongoing implementation. Four separate farmers' markets operate seasonally within the Town with authorization from the Town.
LUI-25	(6-12)	Staffing business development	

		Programs and activities	Ongoing implementation.
LUI-26	(6-12)	Design guidelines for commercial	Implemented.
LUI-27	(6-12)	Enforce comm. zoning ordinance	Implemented.
LUI-28	(6-12)	Design review committee	Implemented.
LUI-29	(6-12)	Apply design guidelines to existing businesses	Implemented.
LUI-30	(6-12)	Land use controls in gateways	Implemented via adoption of scenic highway corridor zoning regulations and 2010 adoption of Design Standards specific to gateway areas.
LUI-31	(6-12)	Funding for gateway areas	Partially implemented as opportunities arise.
LUI-32	(6-12)	Upgrade entrance signs	Partially implemented; private efforts have assisted.
LUI-33	(6-12)	Review sign regulations	Ongoing directive and implemented.
LUI-34	(6-12)	Promote completion of auditorium	Implemented.
LUI-35	(6-12)	Facilitate weekend tourist events	Implementation ongoing.
LUI-36	(6-12)	Parking facilities study	Ongoing directive as part of the Downtown Revitalization Master Plan.
LUI-37	(6-12)	Improve code enforcement program	Implemented and ongoing as funds permit.
LUI-38	(6-12)	Outdoor display ordinance	Implemented via adoption of ord. No. 550 in 2014 (see LUI-37 also).
LUI-39	(6-13)	Relocate nonconforming uses	Ongoing directive.

INTERGOVERNMENTAL COORDINATION

LUP-68	(6-13)	Use BCAG for land use decisions	Ongoing and partially implemented as opportunities are afforded.
LUP-69	(6-13)	Regional decision making	Ongoing and partially implemented as opportunities are afforded.
LUP-70	(6-13)	Butte County urban reserve policy	Ongoing and partially implemented as opportunities are afforded.
LUP-71	(6-13)	Protection of Paradise watershed	Ongoing and partially implemented as opportunities are afforded.
LUI-40; 41; 42	(6-13)	Coordination with Butte County	Ongoing and partially implemented as opportunities are afforded.

LAND USE CONTROLS

LUP-72	(6-14)	Relocation of nonconforming uses	Ongoing directive.
LUP-73	(6-14)	Discourage expansion of legal nonconforming uses	Implemented and ongoing as opportunities are afforded.
LUP-74	(6-14)	Improve code enforce program	Implemented and ongoing.
LUP-75	(6-14)	Comm. handicap accessibility	Ongoing and implemented.
LUP-76	(6-14)	Revise local CEQA guidelines	Implemented.
LUI-43; 44	(6-14)	Zone parcels consistent with GP	Implemented.
LUI-45	(6-14)	Consistently enforce regulations	Implemented.

TERTIARY PLANNING AREA

LUP-77; 78; 79	(6-15)	Projects in tertiary area should not be approved if adverse impacts on Town of Paradise	Partially implemented and ongoing directive.
LUP-80; 81	(6-15)	Projects in tertiary area should have open space	Partially implemented and ongoing as opportunities are afforded.
LUP-82	(6-15)	Projects in tertiary area should Acknowledge high fire hazards	Partially implemented and ongoing as opportunities are afforded.
LUI-46; 47	(6-15)	Coordinate with other county agencies/districts	Implemented and ongoing. Town staff provided input for the new Butte County General Plan adopted in October, 2010.
LUI-48	(6-15)	Joint powers agreements	Partially implemented.
LUI-49	(6-15)	Expand Sphere of Influence	Partially implemented.

CIRCULATION ELEMENT:

CP-1	(6-18)	LOS "D" or better for roadways	Partially implemented and ongoing.
CP-2	(6-18)	Circulation problems eliminated	Circulation problems have been formally prioritized for elimination as funding permits via BCAG adoption of Regional Transportation Plan. Grant funding secured in 2015 for 5 separate street improvement projects characterized by significant safety enhancements.
CP-3	(6-18)	Impacts of street extensions	Ongoing directive and implemented.
CP-4	(6-19)	Mitigate circulation impacts	Ongoing and implemented on case by case basis.
CP-5	(6-19)	Upper Ridge roadway impact fees	Partially implemented and ongoing. Butte County collects development impact fees for upper ridge development, a portion of which is earmarked for Skyway and Clark Roads in Paradise.
CP-6	(6-19)	Additional street connections	Ongoing directive with little progress due to limited opportunities, constraints.
CP-7	(6-19)	New traffic signal synchronization	Partially implemented. The Downtown Paradise Safety Project completed in November 2014 synchronized traffic signals from Elliott Road to Neal Road along Skyway. Additional grant secured in 2015 will fund signalization of the Black Olive Drive/Skyway intersection, further improving signal synchronization along Skyway. Planned for 2017.
CP-8	(6-19)	Regulate truck routes	Implemented and ongoing.
CP-9	(6-19)	Establish park-and-ride facilities	Ongoing, partially implemented and in process.
CP-10	(6-19)	Sidewalk and pathway program	Ongoing directive. Pearson, Foster Roads sidewalk improvements completed. Additional Pearson Road improvements/signalization at Recreation Drive were completed in Summer 2013. Grant funding was secured in 2014 to infill sidewalks, curbs and gutters along Pearson Road between Academy Dr. and Skyway and is planned for construction in 2017. Grant funding has been secured for environmental review and design for new sidewalks along Birch, Elliott, Foster and Black Olive Drive. Grant funding also secured for construction of new sidewalks along Pearson Road between Academy and Black Olive Drives. Approximately 6 other pedestrian improvement projects are planned

CP-11	(6-19)	Bicycle and hiking trails	for 2017 through 2019. Ongoing directive; partially implemented. A Master Bicycle and Pedestrian Plan is adopted. Class 2 bicycle lanes completed along Pearson Road between Academy Drive and Clark Road in 2013. The Downtown Paradise Safety Project installed bicycle lanes along Skyway between Elliot and Pearson Roads in 2014. Grant funding secured in 2014 for bicycle lanes along Pearson Rd. between Pentz and Clark Roads and along Maxwell Dr. Construction plans were largely completed in 2015. Grant funding was secured to add flashing beacons to trailway crossing of major streets in 2015. Grant-funded shoulder widening and the addition of bicycle lanes on Pearson road from Clark Road to Pentz road was completed in 2016.
CP-12	(6-19)	Butte County road standards	Implemented. Butte County and the Town have adopted compatible road standards for the Town's Sphere of Influence.
CP-13	(6-19)	Trip reduction plan programs	Partially implemented and ongoing.
CP-14	(6-19)	Senior and handicapped transit	Ongoing directive; partially implemented via Paradise Express service.
CP-15	(6-19)	Expand public transit services	Consolidation of County-wide transit services has helped promote implementation.
CP-16	(6-19)	Improve commercial parking	Ongoing directive implemented as opportunities arise. Construction of an additional public parking facility in the Central Commercial area was completed in 2011.
CP-17	(6-19)	Improving traffic flows	Ongoing and partially implemented.
CP-18	(6-20)	Roadway extension workshops	Ongoing and partially implemented.
CP-19	(6-20)	Increase transit opportunities	Partially implemented. The component regarding children has not been implemented due to lack of available funding.
CP-20	(6-20)	Town Engineer to review circulation studies	Not being implemented due to lack of resources and staff. BCAG development of a Regional Transportation Plan initiated in 2014/2015 has assisted.
CI-1	(6-20)	Ongoing directive.	

CI-2	(6-20)	Road connection feasibility study	Not being implemented due to lack of resources, staff and opportunities.
CI-3	(6-20)	Establish development impact fees	Implemented and ongoing.
CI-4; 5	(6-20)	Road maint. agreement w/ B.C.	Ongoing and partially implemented.
CI-6	(6-20)	Locations for sidewalks	Ongoing and partially implemented.
CI-7	(6-20)	Providing pedestrian pathways	Ongoing directive; partially implemented by covenant agreements.
CI-8	(6-20)	Improve road shoulders	Ongoing implementation continuing via various small scale public infrastructure projects.
CI-9	(6-20)	Transportation facilities	Ongoing directive.
CI-10	(6-21)	Utilizing transportation funds	Ongoing implementation as funds permit.
CI-11	(6-21)	Butte County Circulation Element	Refer to comment for CP-5.

HOUSING ELEMENT:

NOTE: A separate report detailing implementation of the Town of Paradise Housing Element has been prepared for the Planning Commission review and recommended referral to the Town Council for their regular May 10th, 2016 meeting. The format and contents of the Housing Element report is dictated by the California Department of Housing and Urban Development and is therefore generated as a stand-alone, but related document.

NOISE ELEMENT:

NP-1	(6-33)	Noise level acoustical analysis	Ongoing implementation as needed.
NP-2	(6-33)	Transportation noise levels	Ongoing implementation as needed.
N-3	(6-33)	Exterior noise levels	Ongoing implementation as needed.
N-4	(6-33)	Noise mitigation measures	Ongoing implementation as needed.
N-5	(6-33)	Acoustical analysis standards	Ongoing implementation as needed.
N-6; 7	(6-33)	Paradise Skypark Airport levels	Ongoing implementation as needed.
NP-8	(6-33)	Preserve quiet residential areas	Ongoing directive.

NP-9	(6-33)	Control obtrusive noise	Ongoing implementation in accordance with noise regulations of Paradise Municipal Code.
NP-10	(6-34)	Development near care facilities	Ongoing implementation as needed.
NI-1; 2	(6-34)	Monitor mitigation compliance	Ongoing implementation as needed.
NI-3	(6-34)	Noise insulation standards	Implemented and ongoing.
NI-4; 5	(6-34)	Review and update noise element	Ongoing implementation as required.
NI-6	(6-34)	Improve noise ordinance	Implemented and ongoing.
NI-7	(6-34)	Adopt Airport Land Use Plan	Implemented.

SAFETY ELEMENT:

SP-1	(6-41)	Public service response times	Ongoing implementation as needed.
SP-2	(6-42)	Adequate road improvements	Ongoing implementation as needed.
SP-3	(6-42)	Fire and crime prevention design	Implemented and ongoing.
SP-4	(6-42)	Adequate fire flow	Ongoing implementation at staff level. See note for LUP-6.
SP-5	(6-42)	Require brush removal	Implemented and ongoing.
SP-6	(6-42)	Adoption of Uniform Fire Code	Implemented and ongoing.
SP-7	(6-42)	New fire station locations	Implemented and ongoing.
SP-8	(6-42)	SRA fire safety standards	Ongoing directive.
SP-9	(6-42)	Adverse effects of increased runoff	Implemented and ongoing.
SP-10; 11	(6-42)	Development in floodways	Implemented and ongoing.
SP-12	(6-42)	Master Storm Drain Study Plan	Implemented and ongoing.
SP-13	(6-42)	Airport height restriction policy	Ongoing implementation as needed.
SP-14	(6-42)	Detrimental and toxic discharge	Ongoing implementation via regulatory efforts of the Town's Onsite Sanitation Division, the County Dept. of Public Health Services and RWQCB.
SP-15	(6-43)	Projects to minimize soil erosion	Ongoing implementation as needed.

SP-16	(6-43)	Erosion control on sloped lots	Ongoing implementation as needed.
SP-17	(6-43)	No development on slopes $\geq 30\%$	Ongoing implementation as needed.
SI-1	(6-43)	Standards for adequate fire flow	Implemented and ongoing.
SI-2	(6-43)	Review and amend existing roadway standards	Ongoing directive.
SI-3	(6-43)	Public safety impact fees	Implemented and ongoing.
SI-4	(6-43)	Public safety service fees	Not implemented at this time due to legal (Prop.218) constraints.
SI-5	(6-43)	Earthquake and fire danger Education for residents	Implemented and ongoing.
SI-6	(6-43)	Enforce UBC (bldg) and UFC (fire)	Implemented and ongoing.
SI-7	(6-43)	Adequate dry brush clearance	Implemented and ongoing.
SI-8	(6-43)	Amend ordinances as necessary to require erosion control	Ongoing and partially implemented.
SI-9	(6-43)	Evaluate and implement the Master Storm Drain Study	Ongoing as opportunities arise and funding sources become available.
SI-10	(6-43)	Adopt Airport Land Use Plan	Implemented.
SI-11	(6-43)	Airport Commission review	Ongoing implementation as needed.
SP-18; 19	(6-45)	Siting of HHW facilities	Functionally implemented and ongoing as a result of establishment and successful operation of the Town's HHW facility.
SP-20; 21	(6-45)	Countywide HHW agreements	Ongoing. See County Hazardous Waste Management Plan.
SP-22	(6-45)	HHW transportation routes	Ongoing. See County Hazardous Waste Management Plan.
SP-23; 24	(6-45)	Siting of collection facilities in the industrial area	Implemented.
SI-12	(6-46)	Develop. to consider HHW Element	Ongoing implementation as needed.
SI-13	(6-46)	Regional facility siting	Ongoing implementation as needed.
SI-14	(6-46)	Hazardous waste data collection	Ongoing implementation as needed.
SI-15	(6-46)	Ordinances compliant with AB 2948	Ongoing implementation as needed.
SI-16	(6-46)	Develop HHW reduction program	Ongoing implementation as needed.

SI-17	(6-46)	Program to manage waste oil	Implemented.
SI-18;19	(6-46)	Develop HHW educational programs	Ongoing implementation as needed.
SI-20	(6-46)	HHW air quality standards	Ongoing and implemented.
SI-21;22	(6-46)	Collection and education programs	Ongoing and implemented.

OPEN SPACE/CONSERVATION ELEMENT:

OCEP-1; 2; 3	(6-49)	Scenic highway corridors	Implemented.
OCEP-4	(6-49)	New billboard size and location restrictions	Implemented and ongoing.
OCEP-5; 6	(6-49)	Protecting scenic view corridors	Ongoing implementation as needed.
OCEI-1	(6-50)	Development standards to maintain Integrity of scenic highway	Implemented via Town adoption of scenic highway zoning regulations.
OCEI-2	(6-50)	Utility locations in gateways	Implemented as needed.
OCEI-3	(6-50)	New billboard regulations	Implemented and ongoing.
OCEP-7	(6-51)	Open space as infill tool	Implemented, ongoing directive.
OCEP-8	(6-51)	Trailways with new development	Ongoing and partially implemented as needed; Memorial Trailway extension completed in 2010 indicates progress.
OCEP-9	(6-51)	Public access to Lookout Point	Implemented. Butte County has completed the first phase of significant public access improvements for Lookout Point.
OCEP-10	(6-51)	Linear park around trailway	Partially implemented and ongoing via Paradise Memorial Trailway Plan.
OCEP-11	(6-51)	Work with PRPD for park locations	Implemented and ongoing.
OCEP-12	(6-51)	Work to acquire open space	Ongoing directive.
OCEI-4;	(6-51)	Work with PRPD to develop open space specific plan	The PRPD adopted a revised and updated 15 year District Master Plan during 2010 that will assist in implementation of this directive.
OCEI-5	(6-51)	Park facilities consistent with GP	Implemented and ongoing. Recent Terry Ashe Recreation Center facilities

			improvements have assisted.
OCEI-6	(6-51)	Expansion of Sphere of Influence	Not implemented due to lack of necessity.
OCEI-7	(6-51)	Open space east of Neal Rd	Partially implemented as an ongoing directive.
OCEP-13	(6-52)	Protect large trees	Ongoing directive.
OCEP-14; 15	(6-52)	Maintenance of natural habitat	Partially implemented and ongoing.
OCEP-16	(6-52)	Protect area fisheries	Partially implemented and ongoing.
OCEP-17	(6-52)	Protect deer herd migration routes	Ongoing directive.
OCEP-18; 19	(6-53)	Protect view sheds	Ongoing and partially implemented.
OCEP-20;21	(6-53)	Protect neighboring views	Ongoing and partially implemented.
OCEP-22	(6-53)	Underground utilities encouraged	Partially implemented and ongoing. The Town established two new underground utility districts in 2016; one in Downtown Paradise and one just above Neal Road on Skyway.
OCEP-23	(6-53)	Preserve groundwater quality	Implemented and ongoing.
OCEP-24; 25	(6-53)	Protect town's water resources	Implemented and ongoing.
OCEP-26	(6-53)	Keep natural riparian vegetation	Partially implemented and ongoing via case by case analysis.
OCEP-27	(6-53)	Land uses near sensitive lands	Implemented and ongoing.
OCEP-28	(6-53)	Control grading in subdivisions	Implemented and ongoing. Adoption of 2010 California Green Building Standards Code has assisted.
OCEP-29	(6-53)	Golf course operation encouraged	Ongoing directive.
OCEP-30	(6-53)	Grey water usage ordinance	Implemented and ongoing. The Town adopted grey water use regulations in 2014.
OCEP-31	(6-53)	Retention of agricultural lands	Ongoing partial implementation.
OCEP-32;33	(6-53, 54)	Identify ag and timber lands	Implemented.
OCEP-34; 35	(6-54)	Support programs to recycle	Implemented/ongoing via execution of a solid waste franchise agreement with NRWS.
OCEP-36	(6-54)	Archaeologically sensitive lands	Implemented and ongoing.
OCEI-8	(6-54)	Develop standards for stream and drainage way protection	Implemented and ongoing.

OCEI-9	(6-54)	Low density on sensitive land	Implemented and ongoing.
OCEI-10	(6-54)	Regulations for creek discharges	Implemented and ongoing via RWQCB and the Town's Wastewater Management District.
OCEI-11	(6-54)	Seek grants for reforestation	Partially implemented and ongoing as opportunity affords itself.
OCEI-12	(6-54)	Mitigation for tree removal	Largely implemented via tree ordinance regulations.
OCEI-13	(6-54)	Encourage Arbor Day	Ongoing directive.
OCEI-14	(6-54)	Preserve natural wildlife areas	Implemented and ongoing.
OCEI-15	(6-54)	Undergrounding utilities	Partially implemented and ongoing. See OCEP 22.
OCEI-16	(6-54)	Acquire conservation easements	Not implemented; lack of funding.
OCEI-17	(6-54)	Establish Williamson Act program	Not implemented; lack of local opportunities.
OCEI-18	(6-55)	Compliance with CEQA archaeological impacts	Implemented and ongoing directive.
OCEI-19; 20	(6-55)	Use of qualified archaeologists	Implemented and ongoing.
OCEI-21; 22; 23; 24	(6-55)	Implement recycling programs	Implemented and ongoing. See comments for OCEP-34; 35 and SP-18; 19.
OCEI-25	(6-55)	Eliminate leaf burning	Progress toward implementation has been achieved; Town Council has adopted regulations resulting in a reduction in leaf burning.
OCEI-26	(6-55)	Support water conservation	Partial implementation and ongoing. See note for LUP-6.
OCEI-27	(6-55)	PRPD impact mitigation program	Implemented and ongoing.
OCEP-37	(6-56)	Cogeneration possibilities	Not implemented; Opportunities for implementation have not been available.
OCEP-38	(6-56)	Support recycling	Implemented.
OCEP-39	(6-56)	Siting of multi-family housing	Ongoing directive.
OCEP-40	(6-56)	Commercial sign design	Implemented by Town-wide Design Standards adopted in 2010.
OCEP-41	(6-57)	Landscape plan standards	Implemented and ongoing.
OCEP-42	(6-57)	Pedestrian and bicycle consideration in new subdivisions	Ongoing and partially implemented on a case by case basis.
OCEP-43	(6-57)	Bike lanes on collector streets	Implemented as opportunities arise.

OCEI-28	(6-57)	Energy conservation partnership	Partially implemented and ongoing.
OCEI-29	(6-57)	Energy conservation ordinance	Partially implemented though adoption of 2016 Green Building Standards.
OCEI-30	(6-57)	Energy conservation in zoning	Ongoing directive.

EDUCATION AND SOCIAL SERVICES ELEMENT:

SOCIAL SERVICES ELEMENT - (Education and Schools)

ESP-1-7	(6-59)	School siting requirements	Ongoing directives; implemented as opportunities arise.
ESP-8	(6-60)	PUSD review of GP amendments	Ongoing directive.
ESP-9; 10	(6-60)	PUSD considerations for density	Implemented and ongoing.
ESI-1	(6-60)	PUSD to review GP amendments	Implemented and ongoing.
ESI-2	(6-60)	Notify PUSD of Fed or State develop.	Ongoing directives implemented as opportunities arise.
ESI-3; 4	(6-61)	Ongoing review of school sites	Ongoing directives implemented as opportunities arise.
ESI-5	(6-61)	Findings for school capacities	Not implemented. Local school enrollment levels do not appear to warrant implementation at this time.
ESI-6	(6-61)	PUSD impact mitigation program	Not implemented; prohibited by California State law.

SOCIAL SERVICES ELEMENT - (Senior Services):

ESP-11-13	(6-62)	Needs of the aging and elderly	Partially implemented and ongoing.
ESP-14-16	(6-62)	Help improve senior facilities/svcs	Partially implemented and ongoing.

ESI-7	(6-62)	Work with senior groups	Partially implemented and ongoing but no formally established liaison.
ESI-8; 9	(6-62)	Add Community Services land uses	Implemented.
ESI-10	(6-62)	Alternative means to improve svcs	Partially implemented via federally funded Town housing programs.

SOCIAL SERVICES ELEMENT - (Child Day Care):

ESP-17-19	(6-63)	Large family daycare requirements	Implemented.
ESI-11	(6-63)	Streamline large family daycares	Implemented.

SOCIAL SERVICES ELEMENT - (The Arts)

ESP-20	(6-64)	Encourage art and retail crafts	Partially implemented and ongoing as opportunities are afforded.
ESP-21	(6-64)	Dramatic theater facility siting	Implemented and ongoing.
ESP-22	(6-64)	Add arts program opportunities	Implementation ongoing.
ESP-23	(6-64)	Local arts education program	Partially implemented and ongoing.
ESI-12	(6-64)	Ongoing support of the arts	Partially implemented.
ESI-13	(6-64)	Feasibility of art related incentives	Not being implemented by local government efforts but via private sector (Paradise Ridge Chamber, etc.).
ESI-14	(6-64)	Display local art within Town Hall	Partially implemented and ongoing.
ESP-24	(6-65)	Education on value of library	Limited implementation effort.
ESP-25	(6-65)	Assist in funding library programs	Not implemented. Such opportunities have yet to materialize.
ESP-26	(6-65)	Support offerings of local library	Limited implementation effort.

SOCIAL SERVICES ELEMENT - (Library Services)

ESI-15	(6-65)	TOP and library liaison	Limited implementation effort.
ESI-16	(6-65)	Consolidate library with TOP	Not implemented. No advocacy nor demand for implementation currently exists.

SOCIAL SERVICES ELEMENT - (Activities for Teenagers):

ESP-27; 28	(6-66)	Facilities available for teens	Implemented and ongoing. Boys and Girls Club, PRPD programs/activities contribute greatly.
ESP-29	(6-66)	Solicit teen input	Limited implementation as opportunities are afforded.
ESI-17; 18	(6-66)	Develop avenues for teen input	Implemented as the opportunity arises.
ESI-19	(6-66)	Teens on citizen committees	Limited implementation.

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TOWN OF PARADISE
Council Agenda Summary
Date: June 13, 2017

Agenda No. 2(g)

ORIGINATED BY: Susan Hartman, Assistant Planner

REVIEWED BY: Craig Baker, Community Development Director
Lauren M. Gill, Town Manager

SUBJECT: Acceptance of the 2016 Annual Report of the Paradise Planning Commission Regarding Progress Towards Implementation of the 1994 Paradise General Plan Housing Element

COUNCIL ACTION REQUESTED: Adopt a **MOTION TO:**

1. Acknowledge receipt of the Planning Commission's Annual 1994 Paradise General Plan Housing Element Progress Report for the 2016 calendar year.

BACKGROUND: Government Code Section 65400 requires each local jurisdiction to prepare an annual report on the status and progress in implementing its General Plan Housing Element using forms and definitions adopted by the California State Department of Housing and Community Development (HCD). The annual progress report should to be submitted to HCD and the Governor's Office of Planning and Research (OPR) each year for the prior calendar year.

Section 65400 further states that the annual Housing Element progress report "shall be at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments." In order to provide an opportunity for members of the public to provide this input, the Planning Commission reviewed and forwarded the report to the Town Council during a special meeting on May 10, 2017. Town Council acceptance of the report will facilitate its submittal to HCD and OPR as required.

The attached annual Housing Element progress report reveals that, of a total of twenty-seven (27) new dwelling units, the majority of permits issued were for moderate to above-moderate income dwelling units. The remaining units needed for the 2014-2022 planning period, by income level are: 141 affordable to very low income households; 86 affordable to low income households; 55 affordable to moderate income households and 264 affordable to above moderate income households.

Since the adoption of an updated Housing Element on June 10, 2014 (Resolution 14-22), staff continues to pursue opportunities to further the implementation of housing program objectives in addition to those programs where implementation involves ongoing directives to promote affordable housing through various means. The report contains a detailed enumeration of each program and its implementation status as of December 31, 2016.

FINANCIAL IMPACT: Acceptance of this annual Housing Element Progress report and its submittal to OPR and HCD shall have no financial impact upon the Town of Paradise.

Attachment

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise

Reporting Period 1/1/2016 - 12/31/2016

Table A

Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information						Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions			
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
054-060-028-000	SF	R		1			1				Affordability based on building cost.
050-150-045-000	MH	R		1			1				Installation contracts were matched against the Housing Affordability rates adopting in the Housing Element.
050-070-052-000	MH	R		1			1				
055-120-110-000	MH	R		1			1				
051-173-057-000	MH	R		1			1				
054-040-129-000	MH	R		1			1				
052-012-040-000	MH	R		1			1				
(9) Total of Moderate and Above Moderate from Table A3				3	17		20				
(10) Total by income Table A/A3				7	3	17	27				
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise
Reporting Period 1/1/2016 - 12/31/2016

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate					3	3	
No. of Units Permitted for Above Moderate	17					17	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Town of Paradise

Reporting Period 1/1/2016 - 12/31/2016

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014	2015	2016	2017	2018	2019	2020	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted Non-deed restricted	141										141
	Deed Restricted Non-deed restricted											
Low	Deed Restricted Non-deed restricted	100										86
	Deed Restricted Non-deed restricted		1	6	7							
Moderate	Deed Restricted Non-deed restricted	93										55
	Deed Restricted Non-deed restricted		4	31	3							
Above Moderate		303	9	13	17							264
Total RHNA by COG. Enter allocation number:		637										
Total Units ▶ ▶ ▶			14	50	27							546
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶												

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction Town of Paradise
Reporting Period 1/1/2016 - 12/31/2016

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
HI-1: Reduce infrastructure constraints to development	Reduce constraints associated with wastewater disposal.	2014-2022	Issued an agreement for professional services in April 2016 to Bennett Engineering, out of Roseville, to prepare a sewer feasibility report.
HI-2: Affordable housing resources	Promote affordable housing.	2014-2022	The Town adopted guidelines in 2016 for a new Tenant Based Rental Assistance Program utilizing HOME grant funds for low income households.
HI-3: Affordable housing incentives	Reduction in development standards to promote affordable housing.	Mar. 2015	In March 2016 a Site Plan Review permit was issued for the conversion of a motel land use into studio apts w/in 36 months with a density bonus executed with the Town.
HI-4: Density bonus	Compliance with Government Code Sections 65915 & 65917.	Feb. 2016	Zoning ordinance amendments consistent with GC Sections 65915 & 65917 were adopted and implemented in January 2015. Density bonuses currently in-place for multi-family projects utilizing clustered wastewater treatment.
HI-5: Publicly owned lands inventory	Develop and maintain inventory of public land within Town limits and its sphere of influence for potential housing sites.	2014-2022	No new public lands acquired resulting in new housing opportunities since an inventory was compiled in 2009.
HI-6: Housing authority	Support the Housing Authority's role in Public Housing Rental Program and Housing Choice Voucher program.	2014-2022	On-going directive; on-going implementation.
HI-7: Small lot consolidation and development	Encourage consolidation of small parcels for residential use.	Dec. 2015	On-going directive. Opportunities for small lot consolidation did not present themselves during 2016.
HI-8: Promote second units	Prepare a Second Units Handbook.	Dec. 2015	Not yet implemented.
HI-9: Address discrimination	Provide filing information for discrimination complaints.	2014-2022	On-going directive. Fair housing/non-discrimination requirements are posted at Paradise Town Hall. No fair housing complaints were filed with the Town during 2016.
HI-10: Annual report	Provide annual report to Town Council and Planning Commission.	Annually	Implemented and on-going. Report for 2016 presented to Planning Commission during May 2017, Town Council during June 2017.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction Town of Paradise
Reporting Period 1/1/2016 - 12/31/2016

HI-11: Housing rehabilitation and improvement	Provide rehab and repair opportunities.	2014-2022	15 low-income homeowners were funded through the Town's Owner-Occupied Housing Rehabilitation program in 2016 for home repairs utilizing CDBG & HOME grants.
HI-12: Condominium and mobile home conversions	Revise Chapter 16.10 of the Paradise Municipal Code to address conversions.	June. 2015	Not yet implemented.
HI-13: Enforce housing codes	Provide a safe and decent living environment.	2014-2022	Procedure in place through building division for the thorough investigation of housing complaints and the prompt abatement of resulting violations.
HI-14: Conversion of at-risk units	Reduce potential conversion of affordable housing to market-rate.	2014-2022	The Town is notified as a party on title to assisted affordable housing units. Coordination with Butte County Housing Authority is on-going.
HI-15: Reduce standards for seniors and disabled housing	Revise Zoning Ordinance to provide reduced standards	Dec. 2014	Paradise Municipal Code revised April 2015 to allow for reduced parking requirements for senior housing.
HI-16: Transitional/ supportive housing	Revise zoning code to be consistent with requirements of state law.	Aug. 2015	Not yet implemented.
HI-17: Housing for persons with disabilities	Ensure projects for disabled accessibility are reasonably accommodated.	May. 2015	Housing Rehabilitation Program administered through Business & Housing includes projects involving improvements necessary to ensure accessibility for disabled persons.
HI-18: Special needs housing	Provide incentives for development of housing for persons with special needs.	Feb. 2015	Deferral of Development Impact Fees and increased density through the use of a clustered wastewater treatment system are available for interested developers.
HI-19: Farm labor housing	Compliance with the state's Employee Housing Act.	July. 2015	Paradise Municipal Code zoning ordinance amended November 2016 to include Agricultural Employee Housing.
HI-20: Energy conservation and efficiency	Promote energy conservation and efficiency in residential development.	2014-2022	Adopted 2016 CA Building Codes which incorporate mandatory green building standards. Residential solar permits are a reduced flat-fee and fast tracked through plan check.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction Town of Paradise
Reporting Period 1/1/2016 - 12/31/2016

General Comments:

The Town of Paradise continued to see a steady stream of new construction submittals. In addition, the Town extended \$1,418,153 in loans for first-time low income home buyers and low income housing rehabilitations. 2016 also saw the issuance of a land use entitlement which included provisions for the execution of a density bonus within 36 months that could result in up to 7 deed-restricted affordable housing units. The Town remains committed to providing housing at all income levels and works diligently within the limited budget resources that remain to assist owners with rehabilitation and renovation of existing homes.



TOWN OF PARADISE
Council Agenda Summary
June 13, 2017

AGENDA NO. 2(h)

ORIGINATED BY: Kate Anderson, Housing Program Supervisor

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Renewed Agreement Between the Town of Paradise and the Housing Authority of the County of Butte for Use of HOME Funds for the Town's Tenant-Based Rental Assistance Program

COUNCIL ACTION REQUESTED: Adopt Resolution No. 17 - ____ **“A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT BETWEEN THE TOWN OF PARADISE AND THE HOUSING AUTHORITY OF THE COUNTY OF BUTTE FOR USE OF HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS FOR THE TOWN'S TENANT-BASED RENTAL ASSISTANCE PROGRAM.**

BACKGROUND: The Housing Authority of the County of Butte (HACB) is a non-profit public agency incorporated in 1946. Its mission is to assist low- and moderate-income residents of Butte County to secure and maintain quality, affordable housing. The Housing Authority of the County of Butte has been administering the City of Chico Tenant-Based Rental Assistance program since 1997, and HACB began administering the Town of Paradise Tenant-Based Rental Assistance program last year.

DISCUSSION: A self-sufficiency Tenant-Based Rental Assistance (TBRA) program can assist households in breaking the cycle of poverty. A case manager assists the applicant in developing a plan that includes specific, tangible goals in education, professional development, financial planning and overcoming personal obstacles. Participants receive rental assistance for up to 12 months, during which time the case manager meets regularly with the participant to proactively address any problems and report the participant's progress to the TBRA committee. The goal of the program is self-sufficiency after the 12-month assistance period.

RECOMMENDATION: Staff recommends that Council adopt the renewed Agreement between the Town of Paradise and the Housing Authority of the County of Butte for Use of HOME Funds for the Town's Tenant-Based Rental Assistance program.

FISCAL IMPACT: The adoption of this agreement does not precipitate any action or condition that will cause any additional impact to the Town. If this agreement is adopted, the Housing Authority of the County of Butte will continue to administering the Town's Tenant-Based Rental Assistance program through June 30, 2018.

AGREEMENT BETWEEN THE TOWN OF PARADISE AND HOUSING AUTHORITY OF THE COUNTY OF BUTTE FOR USE OF HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS FOR THE TOWN'S TENANT-BASED RENTAL ASSISTANCE PROGRAM

THIS AGREEMENT, is made and entered into this first day of July, 2017, by and between the Town of Paradise, a municipal corporation ("Town") and the Housing Authority of the County of Butte, a public corporation created pursuant to Chapter 34200 of the Health and Safety Code ("Housing Authority").

WHEREAS, in response to local social service organizations request to the Town that it fund temporary rental assistance to assist households participating in self-sufficiency and crisis management programs, the Town has agreed to allocate \$93,000 of its 2014 Home Investment Partnerships (HOME) Program grant fund for a tenant-based rental assistance program; and

WHEREAS, Housing Authority operates the Section 8 Program which assists low-income households obtain affordable rental housing; and

WHEREAS, the Town has allocated \$20,000 of its Activity Delivery Costs and State Recipient Administration funds for the administration and operation expenses incurred in the operation of a Tenant-Based Rental Assistance program (TBRA Program) as set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by Housing Authority and Town as follows:

1. PROGRAM AND SERVICES.

Housing Authority will administer the TBRA Program as set forth in attached Exhibit "A", entitled "Statement of Services for Use of Town of Paradise HOME Funds for Tenant-Based Rental Assistance Program."

2. TERM/TERMINATION.

The term of this Agreement shall be for that period set forth in Exhibit "A". If the Town, at its sole discretion, approves subsequent funding of Housing Authority, this Agreement may be extended by an amendment signed by both parties. Notwithstanding the above, Town may, at its sole discretion, terminate this Agreement and Housing Authority's funding upon sixty (60) days written notice if Town does not have adequate funding available for payment pursuant to this Agreement. In addition, the Town may terminate this Agreement upon fifteen (15) days written notice if Housing Authority fails to adequately perform its obligations under this Agreement. Housing Authority may terminate Agreement at any time subject to Housing Authority first complying with all applicable provisions of this Agreement.

3. FUNDING.

Funding for the term of the Agreement shall be the amount allocated and approved by the Town Council set forth in Exhibit "A".

4. USE OF FUNDS.

Use of Town's funds allocated hereunder to Housing Authority shall be subject to the following express terms and conditions:

- a. Any funds paid to Housing Authority shall be used solely for the purposes set for in Exhibit "A".
- b. All expenditures of Town funds by Housing Authority shall be made strictly within the limitations of the Office of Management and Budget (OMB) Circular A-87 entitled Cost Principles for State, Local and Indian Tribal Governments and the Uniform Requirements of Financial Management Systems in 24 CFR, Part 85, receipt of a copy of each which is hereby acknowledged by Housing Authority.
- c. Funds paid hereunder shall be expended solely for the benefit of low- income Town residents participating in the self-sufficiency or crisis-management program.
- d. Housing Authority shall render services utilizing funds paid by Town hereunder only to recipients meeting appropriate eligibility criteria as set forth in Section 24 of the Code of Federal Regulations, Part 570, Subpart C, a copy of which has been furnished to Housing Authority.
- e. Housing assisted with HOME funds shall meet the property standard set forth in Section 92.251 of the HOME Regulations and the lead-based paint requirements in Section 92.355 of the HOME Regulations.
- f. Housing Authority shall comply with affirmative marketing procedures including the requirements in Section 92.351 of the HOME Regulations.
- g. Notwithstanding anything herein above to the contrary, any exceptions or special provisions relating to this Agreement shall be as set forth in Exhibit "A".

5. DISBURSEMENT OF FUNDS.

Housing Authority shall receive payment for such funds on a monthly basis contingent upon Town's receipt of a completed Monthly Disbursement Request, as shown in Exhibit "B". Payment shall be subject to submission by Housing Authority and approval by the Town Manager of any documents required pursuant to this Agreement.

Rental assistance and payments, as well as administrative services, provided under this Agreement shall be provided from the Tenant-Based Rental Assistance activity of Town's HOME Program. In accordance with HOME Regulations, payment for services shall be made monthly after services have been rendered within 45 days after submittal of a complete report as required by this section.

6. DOCUMENTS, REPORTS AND RECORDS.

- a. Housing Authority shall at all times maintain a complete and current set of financial and statistical records of all its activities, which shall include, but shall not be limited to, those specifically set forth below and otherwise mentioned herein, and which shall in particular

reflect clearly the application and use of funds paid to it by Town. All such records shall be in a form satisfactory to the Town Manager and the Finance Director, or their designees, at any reasonable time during the normal and usual business hours of Housing Authority.

- b. Recognizing that Housing Authority may from time to time render services to recipients which are highly personal and confidential in nature, Town in its dealings with Housing Authority, will at all times maintain the confidentiality of those records and will not require a public record to be made or provided that will serve to violate the confidentiality requirements of Housing Authority. Any inspection or audit shall be made by the Town Manager, Finance Director or their designees.
- c. Housing Authority shall submit to Town any independent audits of its program within thirty (30) days of receipt. Such audits may be used by Town in place of or in addition to any audit performed by Town.
- d. Housing Authority shall retain all documents pertaining to this Agreement for a period of three (3) years after this Agreement's termination (or for any further period that is required by law) and until all Federal and Town audits are complete and exceptions resolved for the Agreement's funding period. Upon request, Housing Authority shall make these records available to authorized representatives of the Town, State and the United States Government.

7. ON-SITE MONITORING.

PROGRAMMATIC: Authorized representatives of HUD, HCD and the Town shall have the opportunity to monitor Housing Authority's performance under this Agreement at the site where such performance is being conducted to ensure that the program is meeting the requirements of the Agreement. Such monitoring may include but is not limited to observation of services provide, interviews with Housing Authority personnel and staff involved in project operation and validation of source data used in the preparation of report to the Town.

The Town will advise Housing Authority in writing of any monitoring concerns or findings within fifteen (15) days after a monitoring visit. Housing Authority shall respond to the concerns/findings within ten (10) days.

8. HOLD HARMLESS CLAUSE.

Housing Authority shall defend, indemnify and hold Town, its officers, boards and commissions, and members thereof, its employees and agents, harmless of and free from any and all liabilities which might arise out of or relating to this Agreement. Should Town or any of its officers, boards and commissions, and members thereof, its employees, volunteers or agents, be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this Agreement, Housing Authority shall defend Town and said officers, boards and commissions, and members thereof, its employees and agents, and shall indemnify them for any judgment rendered against them. If a claim or lawsuit for damages is filed against Town, its boards,

commissions, members, employees, volunteers or agents for any work under this Agreement by the Housing Authority, Town will forward the claim immediately to the Housing Authority for defense of Town by the Housing Authority. Housing Authority shall be solely responsible for the payment of all defense costs, settlement costs or judgments.

9. INSURANCE PROVISIONS.

Concurrently with the execution of this Agreement, Housing Authority shall, at its sole cost and expense, obtain commercial general liability insurance and such additional insurance as set forth on Exhibit "A" from one or more U.S. domiciled insurance companies licensed to do business in the State of California with a Best rating of "A" or better, which insures Town, Town's boards and commissions and members thereof, and Town's officers, employees, and agents against any liabilities arising out of this Agreement and/or Housing Authority's use of Funding as provided for by this Agreement. All such insurance shall be in the form or forms approved by the Town, shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with a maximum policy deductible of \$500, and shall include policy endorsements which name Town, Town's boards and commissions and members thereof, and Town's officers, employees, and agents as additional insureds under the coverage afforded, and that such insurance is primary to any other insurance available to Town. In addition, such insurance shall include a severability of interests (cross liability) clause and shall afford to Town at least 30 days prior notice of cancellation or material change in coverage.

Upon execution of the Agreement, a copy of the insurance policy or policies required herein shall be delivered by Housing Authority to Town for approval as to form and sufficiency. Upon request of Town, Housing Authority also shall furnish Town with a certified copy of the Memorandum of Coverage issued by Housing Authority's risk sharing pool detailing the coverage, conditions and exclusions of its liability coverage program.

10. LEGAL COMPLIANCES.

Housing Authority shall at all times during the term of this Agreement comply with all legal requirements, including any applicable Federal, State or Town regulations, and shall secure at its full cost and expense any and all permits, applications or other requirements in connection therewith.

11. NON-DISCRIMINATION CLAUSE.

a. Housing Authority shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of sex, race, creed, color, national origin, age, marital status or disability. This requirement shall apply to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. No person shall, on the ground of race, sex, creed, color, national origin, age, marital status or disability, be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their officers hereunder duly authorized, have executed this Agreement the day and year herein above first written.

HOUSING AUTHORITY
OF THE COUNTY OF BUTTE

TOWN OF PARADISE

By: _____
Edward S. Mayer,
Executive Director

By: _____
Lauren M. Gill,
Town Manager

APPROVED AS TO FORM:

By: _____
Dwight L. More,
Town Attorney

EXHIBIT "A"
STATEMENT OF SERVICES FOR USE OF
TOWN OF PARADISE HOME FUNDS FOR THE
TENANT-BASED RENTAL ASSISTANCE PROGRAM

Name of Provider: Housing Authority of the County of Butte

Address: 2039 Forest Avenue, Suite 10, Chico, CA 95928

Telephone: (530) 895-4474

Contact Person/Title: Edward S. Mayer, Executive Director

Term of this Agreement: July 1, 2017 to June 30, 2018

SERVICES TO BE PROVIDED TO LOW-INCOME HOUSEHOLDS LOCATED IN THE TOWN OF PARADISE:

1. This Agreement provides funding for administrative, staffing, and professional service expenses incurred in the operation of the tenant-based rental assistance activity of the Town of Paradise's HOME Program.
2. This Agreement provides for disbursement of rental assistance payments to participating landlords in accordance with Tenant-Based Rental Assistance Program Housing Assistance Payment Agreement.

HOME PROGRAM BUDGET:

The following budget represents funds allocated from the 2014 HOME grant for Program Administration, Activity Delivery and Rental Assistance Payments for the tenant-based rental assistance program.

1. Program Administration and Activity Delivery	\$20,000.00
2. Rental Assistance Payments	\$93,000.00

TOTAL BUDGET: \$113,000.00

DISBURSEMENT CONDITIONS: Subject to submission of complete disbursement information, similar in form and content to Exhibits B, C and D to this Agreement, on a monthly basis, Town will reimburse Provider \$65 per month for each subsidy provided to a HOME Program-eligible tenant and \$75 for each housing unit inspection performed during the month from the Administration/Activity Delivery Budget. Additionally, Town will reimburse Provider for Rental Assistance Payments paid during the same month.

EXHIBIT "B"
MONTHLY DISBURSEMENT REQUEST
TOWN OF PARADISE TENANT-BASED RENTAL ASSISTANCE PROGRAM

Disbursement Request Number _____ **Period Ending** _____

- 1) Total number of households assisted _____
- 2) Number of new households assisted _____
- 3) Number of subsidy payments terminated _____
- 4) Total number of subsidy payments issued _____
- 5) Total number of inspections performed _____

SUBSIDY REQUEST

- 6) Total dollar amount of subsidies paid during reporting period _____

ADMINISTRATIVE REQUEST

- 7) Administrative Fee (total # of subsidies [line 4] x \$65) _____
- 8) Inspection Fee (total # of inspections [line 5] x \$75) _____

TOTAL REQUEST _____

REQUIRED DOCUMENTATION

- A completed Tenant-Based Rental Assistance Request Form (Exhibit "C") for each household receiving assistance.
- Expense Summary of households receiving assistance and administrative expenses during the reporting period (Exhibit "D").
- Documentation of housing inspections performed during the period.
- Narrative report for each completed subsidy contract which includes a description of family circumstances and the results of the assistance provided.

Pursuant to the Agreement between the Town of Paradise and the Housing Authority of the County of Butte, the Housing Authority is hereby requesting reimbursement of: \$ _____ .00 for the Tenant-based Rental Assistance Program.

Edward S. Mayer, Executive Director

Date

**TOWN OF PARADISE
RESOLUTION NO. 17 - ____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE TOWN MANAGER TO EXECUTE A RENEWED AGREEMENT
BETWEEN THE TOWN OF PARADISE AND THE HOUSING AUTHORITY OF THE
COUNTY OF BUTTE FOR USE OF HOME INVESTMENT PARTNERSHIP PROGRAM
(HOME) FUNDS FOR THE TOWN'S TENANT-BASED RENTAL ASSISTANCE
PROGRAM.**

WHEREAS, the Paradise Town Council adopted Resolution 14-19, "A Resolution of the Town Council of the Town of Paradise authorizing submittal of an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnerships Program"; and

WHEREAS, the Town of Paradise was awarded a HOME grant of \$1,000,000 on November 19, 2014, of which \$100,000 is allocated for a Tenant-Based Rental Assistance Program; and

WHEREAS, the Paradise Town Council adopted Resolution 16-26, "A Resolution of the Town Council of The Town of Paradise authorizing the Town Manager to execute the agreement between the Town of Paradise and the Housing Authority of The County of Butte for use of Home Investment Partnership Program (HOME) Funds for the Town's Tenant-Based Rental Assistance Program until June 30, 2017"; and

WHEREAS, the Town Council now desires to renew its agreement between the Town of Paradise and the Housing Authority of the County of Butte for use of HOME Funds for the Town's Tenant-Based Rental Assistance program until June 30, 2018.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARADISE DOES HEREBY RESOLVE AS FOLLOWS:

1. The Town Council hereby authorized the Town Manager to execute the Agreement between the Town of Paradise and the Housing Authority of the County of Butte for use of HOME Funds for the Town's Tenant-Based Rental Assistance program, as shown in the attached as Exhibit A.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 13th day of June 2017 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Scott Lotter, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Dina Volenski, Town Clerk

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: June 13, 2017

AGENDA ITEM 2(i)

ORIGINATED BY: Craig Baker, Community Development Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Adoption of Town Ordinance No. 566

COUNCIL ACTION REQUESTED: Adopt a MOTION TO:

1. Waive the second reading of the entire Town Ordinance No. 566 and approve reading by title only (roll call vote); AND
2. Adopt Town Ordinance No. 566, "An Ordinance of the Town of Paradise Amending Sections 17.31.100, 17.31.200, 17.31.300 and 17.31.500 of the Paradise Municipal Code Regulating Medical or Nonmedical Marijuana Cultivation and Delivery and Prohibiting Marijuana Collectives and Cooperatives"

BACKGROUND: On May 9, 2017, the Town Council introduced the above-noted Town ordinance for purposes of eventual adoption. The purpose of the ordinance is to remove any direct conflicts that exist between the Adult Use of Marijuana Act (AUMA) and the Town's regulations, to reasonably regulate the indoor cultivation of marijuana, to promote the health and safety of Paradise citizens by prohibiting the outdoor cultivation of marijuana, prohibiting the establishment of marijuana dispensaries, collectives and cooperatives, and establishing other defined limits to the cultivation of marijuana consistent with the AUMA.

DISCUSSION: Town staff recommends that the Town Council waive the second reading of this entire ordinance; read it by title only; and formally adopt Town Ordinance No. 566 (copy attached). Once adopted, the provisions of this ordinance will be effective thirty days thereafter.

FINANCIAL IMPACT: A nominal cost for publication of the ordinance within the local newspaper and for codification will be borne by the Town of Paradise.

Attachment

**TOWN OF PARADISE
ORDINANCE NO. 566**

**AN ORDINANCE OF THE TOWN OF PARADISE AMENDING
SECTIONS 17.31.100, 17.31.200, 17.31.300 AND 17.31.500 OF THE PARADISE
MUNICIPAL CODE REGULATING MEDICAL OR NONMEDICAL MARIJUANA
CULTIVATION AND DELIVERY AND PROHIBITING MARIJUANA COLLECTIVES
AND COOPERATIVES**

The Town Council of the Town of Paradise, State of California, does **ORDAIN AS FOLLOWS**:

Section 1. Paradise Municipal Code section 17.31.100 is hereby amended to read as follows:

A. The town council finds that the Town of Paradise is not preempted from exercising its traditional police powers in enacting land use and zoning regulations, as well as legislation for preservation of public health, safety and welfare, such as this zoning ordinance prohibiting the establishment and operation of marijuana cooperatives and collectives within the town.

B. The town council finds that the public health, safety and general welfare of the town and its residents necessitates and requires the adoption of this zoning ordinance, prohibiting the establishment and operation of marijuana cooperatives and collectives.

C. This chapter is consistent with the Paradise General Plan in that the general plan, its objectives, policies and goals do not permit or contemplate the establishment or operation of marijuana cooperatives, collectives or similar facilities that engage in dispensing of marijuana for medicinal or recreational purposes.

D. The purpose of this chapter is to expressly regulate the cultivation and delivery of medical marijuana and to prohibit marijuana collectives/cooperatives and dispensaries in all Town of Paradise zoning districts. Such regulation shall apply to all medical and nonmedical marijuana collectives/cooperatives and dispensaries, the delivery of medical or nonmedical marijuana and the cultivation of marijuana except as permitted herein.

SECTION 2. Paradise Municipal Code section 17.31.200 is hereby amended to read as follows:

17.31.200 Applicability.

A. Nothing in this chapter is intended, nor shall it be construed, to burden any defense to criminal prosecution under the Compassionate Use Act.

B. Nothing in this chapter is intended, nor shall it be construed, to make legal any cultivation, sale, or other use of medical or nonmedical marijuana that is otherwise prohibited under California law.

C. Nothing in this chapter is intended, nor shall it be construed, to preclude any landlord from limiting or prohibiting medical or nonmedical marijuana cultivation by tenants.

D. Nothing in this chapter is intended, nor shall it be construed, to exempt any activity related to the cultivation of medical or nonmedical marijuana from any applicable electrical, plumbing, land use, or other building or land use standards or permitting requirements.

E. All cultivation of medical or nonmedical marijuana within the town shall be subject to the provisions of this chapter.

SECTION 3. Paradise Municipal Code section 17.31.300 is hereby amended to read as follows:

17.31.300 Definitions

As used in this Chapter the following definitions shall apply:

A. “Authorized Grower” means a person 21 years and older who is authorized by, and in compliance with state law to cultivate marijuana indoors for personal or medical use.

B. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or otherwise processing of marijuana plants or any part thereof.

C. "Director" means the Town of Paradise planning director or his or her designee.

D. “Fully enclosed and secure structure” means a fully-enclosed space within a building that complies with the California Building Standards Code (“CBSC”), as adopted in the Town of Paradise, or if exempt from the permit requirements of the CBSC, that has a complete roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, is accessible only through one or more lockable doors, has an air filtration system approved by the Town Building Official, and is not visible from a public right-of-way. Walls and roofs must be constructed of solid materials that cannot be easily broken through such as two inch by four inch nominal or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement. If indoor grow lights or air filtration systems are used, they must comply with the California building, electrical, and fire codes as adopted in the Town of Paradise. Electricity shall not be provided by an outdoor generator.

E. “Immature marijuana plant” means a marijuana plant, whether male or female, that has not yet flowered and which does not yet have buds that are readily observed by unaided visual examination.

F. “Indoors” means within a fully enclosed and secure structure as that structure is defined above in subsection D.

G. Marijuana” means marijuana as defined in Health and Safety Code section 11018.

H. “Marijuana collective or cooperative" means a collective, cooperative, dispensary, operator, establishment, provider, association, or similar entity that cultivates, distributes, delivers, tests, or processes marijuana for medical purposes relating to a qualified patient or primary caregiver,

pursuant to the Compassionate Use Act, the Medical Marijuana Program Act or for recreational purposes under the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

- I. "Mature marijuana plant" means a marijuana plant, whether male or female, that has flowered and which has buds that are readily observed by unaided visual examination.
- J. "Medical marijuana" means marijuana used for medical purposes in accordance with California Health and Safety Code section 11362.5.
- K. "Outdoor" means any location within the Town of Paradise that is not within a fully enclosed and secure structure as defined above in subsection D.
- L. "Parcel" means property assigned a separate parcel number by the Butte County assessor.
- M. "Primary caregiver" means a primary caregiver as defined in Health and Safety Code section 11362.7.
- N. "Private residence" means a house, apartment unit, mobile home, or other similar dwelling unit.
- O. "Qualified patient" means a qualified patient as defined in Health and Safety Code section 11362.7.
- P. "School" means an educational facility as defined in Health and Safety Code section 11362.768(h).

SECTION 4. Paradise Municipal Code section 17.31.500 is hereby amended to read as follows:

17.31.500 Prohibition.

- A. Marijuana Collectives and Cooperatives as defined in sections 17.31.300H shall be prohibited in all zoning districts within the town. This prohibition shall include the cultivation of marijuana by all marijuana Collectives and Cooperatives.
- B. Except for delivery by a primary caregiver for a qualified patient, the delivery of marijuana shall be prohibited within the town. No person shall conduct any mobile marijuana delivery service within the town through any means whatsoever. The term "delivery" shall also include the same meaning as set forth in Business and Professions Code section 19300.5 (m) or as amended.
- C. This section shall prohibit all medical or nonmedical marijuana activities for which a State of California license is required. The town shall not issue any permit, license or other entitlement for any activity for which a State of California license is required under the Medical Marijuana Regulation and Safety Act or the AUMA.
- D. Outdoor cultivation of marijuana for non-commercial medical or commercial purposes, including cultivation by a qualified patient or a primary caregiver or any person, shall be prohibited in all zoning districts within the town. No person, including a qualified patient or primary caregiver,

shall cultivate outdoor any amount of marijuana in the town.

E. When authorized by state law, an authorized grower shall be allowed to cultivate marijuana only in a private residence in a residential zone, only indoors, and only for personal use, in compliance with the following regulations:

1. If the authorized grower is a tenant, the property owner of the residence shall have given written consent to the cultivation of marijuana on the premises.

2. The marijuana cultivation area shall be located indoors within a fully enclosed and secure structure and shall not exceed fifty (50) square feet and not exceed ten feet in height, nor shall it come within twelve (12) inches of the ceiling or any cultivation lighting. Cultivation in a structure on the property of the residence but not physically part of the home shall be permitted, only if it is fully enclosed, secure, not visible from a public right-of-way.

3. Marijuana cultivation lighting shall not exceed one thousand two hundred (1,200) watts in total for the total cultivation area within the residence.

4. The use of gas products such as, but not limited to, CO₂, butane, methane, or any other flammable or non-flammable gas for marijuana cultivation or processing shall be prohibited.

5. There shall be no exterior visibility or evidence of marijuana cultivation outside the private residence from the public right-of-way including, but not limited to, any marijuana plants, equipment used in the growing and cultivation operation, and any light emanating from cultivation lighting.

6. The authorized grower shall reside full-time in the residence where the marijuana cultivation occurs.

7. The authorized grower shall not participate in marijuana cultivation in any other location within the Town.

8. The residence shall include fully functional and usable kitchen, bathroom, and bedroom areas for their intended use by the resident authorized grower, and the premises shall not be used primarily or exclusively for marijuana cultivation.

9. The marijuana cultivation area shall be in compliance with the current adopted edition of the California Building Standards Code section 1203.5 Natural Ventilation or section 402.3 Mechanical Ventilation (or equivalent), as amended from time to time.

10. The building official may require additional specific standards to meet the California Building Standards Code and Fire Code, including, but not limited to, installation of fire suppression sprinklers.

11. The marijuana cultivation area shall not result in a nuisance or adversely affect the health, welfare, or safety of the resident or nearby residents by creating dust, glare, heat, noise, noxious gasses, odors, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or wastes.

12. No more than six (6) marijuana plants, mature or immature, shall be permitted only for personal use under this Chapter.

13. Marijuana in excess of 28.5 grams produced by plants kept for indoor personal cultivation under this Chapter must be kept in a locked space on the grounds of the private residence not visible from the public right-of-way.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the proposed ordinance is exempt from environmental review because there is no possibility that its adoption will have a significant effect on the environment.

SECTION 7. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 13th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Lotter, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, Town Clerk

Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
June 13, 2017**

Agenda Item: 2(j)

Originated by: Colette Curtis, Administrative Analyst II

Reviewed By: Lauren Gill, Town Manager

Subject: Memorandum of Understanding with Feather River Hospital for Prescription Drug Rebate Program

Council Action Requested:

Authorize the Town Manager to execute a Memorandum of Understanding with Feather River Hospital.

Background:

On May 3, 2017, Feather River Hospital contacted Town Staff to request a signed MOU regarding their Prescription Drug Rebate Program. Feather River Hospital intends to participate in a Federal Program (340B Of the Public Health Services Act) which provides a prescription drug discount program for low income patients. In order to participate in this Program, Feather River Hospital must enter into an agreement with the Town in which Feather River Hospital commits to providing health care services to low-income individuals.

Discussion:

Feather River Hospital has asked the Town of Paradise to sign an MOU which will allow them to participate in a drug rebate program which provides a discount on prescription drugs for low income patients. This is a new program for Feather River Hospital this year, and would better serve their patients who struggle to afford prescription medication. Feather River Hospital has demonstrated their eligibility for the Federal Program and their policy to administer such a program going forward.

Fiscal Impact Analysis:

There is no financial impact to the Town.

MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWN OF PARADISE (“TOWN”)
AND
FEATHER RIVER HOSPITAL (“FRH”)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made effective as of May 1, 2017, by and between the undersigned representatives of the Town of Paradise (“TOWN”), whose administrative offices are located at 5555 Skyway, Paradise, CA 95969 and Feather River Hospital (“FRH”), a non-profit, religious corporation organized and existing under the laws of the State of California, located at 5974 Pentz Road, Paradise, California, 95969.

RECITALS

WHEREAS, FRH is a not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicare and the State of California Medicaid population in addition to supporting many programs that benefit the indigent, uninsured or underinsured population in Paradise, California;

WHEREAS, FRH desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program FRH must enter into an agreement with a unit of government pursuant to which FRH commits to provide health care services to low-income individuals without Medicare or the State of California Medicaid benefits at no reimbursement or considerably less than full reimbursement from these individuals;

WHEREAS, FRH desires to make such a formal commitment to the TOWN; and

WHEREAS, TOWN agrees to accept such commitment on behalf of the residents of Paradise.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed, by and between the parties to this MOU, as follows:

1. Commitment of FRH to Provide Indigent Care.

During the term of this MOU, FRH agrees to continue its historical commitment to the provision of health care to indigent, uninsured, and underinsured patients by adhering to the FRH Community Benefit Plan. During the fiscal year ending December 2016, FRH provided at least \$1 million in traditional charity care. Pursuant to its commitment to continue to provide indigent care, it is FRH’s intention that indigent care provided during the term of this MOU will be consistent with its historical commitment, a minimum of \$1 million per year. In any event,

FRH will ensure that all patients presenting to its Emergency Department shall continue to receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of TOWN.

- (a) TOWN accepts the commitment of FRH set forth above;
- (b) TOWN hereby acknowledges that the health care services provided by FRH hereunder are in the public interest and based on the representations of FRH are being provided to individuals who are neither entitled to Medicare or the State of California Medicaid benefits; and
- (c) Based on the representations of FRH, TOWN acknowledges that FRH is providing these services at no reimbursement or considerably less than full reimbursement from the patients.

3. Representations of FRH. FRH, represents that as of the date hereof:

- (a) FRH, constitutes a non-profit corporation duly organized and validly existing in good standing under the laws of the State of California with the corporate power and authority to enter into and perform its obligations under this MOU; and
- (b) FRH, is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of California.

4. Term and Termination. The term of this MOU shall commence on the date set forth above and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other party.

5. Notice. All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If sent to TOWN:

Town of Paradise
5555 Skyway
Paradise, CA 95969

If sent to FRH:

Feather River Hospital
5974 Pentz Road
Paradise, CA 95969

6. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, FRH and the TOWN have executed this MOU as of the day and year first written above by their duly authorized representatives.

**FEATHER RIVER HOSPITAL,
a California non-profit religious corporation**

Name: Monty Knittel

Title: President & CEO

TOWN OF PARADISE, a California municipal corporation

Name: Lauren Gill

Title: Town Manager



TOWN OF PARADISE
Council Agenda Summary
Date: June 13, 2017

Agenda No. 2(k)

ORIGINATED BY: Dwight L. Moore, Town Attorney

REVIEWED BY: Lauren M. Gill, Town Manager

SUBJECT: Tenth Amendment to Dismissal and Tolling Agreement between Town of Paradise and Oak Creek Estates

COUNCIL ACTION REQUESTED: Adopt a **MOTION TO:**

1. Authorize the Mayor and Town Manager to execute the Tenth Amendment to Dismissal and Tolling Agreement between Town of Paradise and Oak Creek Estates; **OR**
2. Take no action and provide direction.

BACKGROUND: After six years of litigation, the Town and Oak Creek Estates entered into a Dismissal and Tolling Agreement relating to the discontinuation of litigation in which the Town had prevailed on an appeal concerning whether the Oak Creek Estates subdivision had been approved by operation of law. Although the Town prevailed on the appeal, the trial court still has jurisdiction to decide other causes of action that were not part of the appeal. The remaining causes of action relate to inverse condemnation and California planning law. On June 1, 2016, the Town entered into the ninth amendment to the agreement under which the litigation was tolled until June 1, 2017. Based on California statutory and case law, the Town would also prevail on both remaining causes of action in the lawsuit.

DISCUSSION: Oak Creek Estates has requested the Town to extend the tolling agreement for an additional year. To grant this request, the Dismissal and Tolling Agreement needs to be amended by extending the tolling date to June 1, 2018. Even though the Town would be successful in any litigation concerning Oak Creek Estates, it is in the Town's interest to avoid unnecessary legal expenses. In light of this, the attached Tenth Amendment to the Dismissal and Tolling Agreement has been prepared for your consideration.

FINANCIAL IMPACT: There is no financial impact associated with the Amendment to the Dismissal and Tolling Agreement.

Attachments

TENTH AMENDMENT TO DISMISSAL AND TOLLING AGREEMENT

This Tenth Amendment dated June 1, 2017 is to the agreement dated November 7, 2003 between the Town of Paradise (the "Town") and Oak Creek Estates, a General Partnership, formerly Oak Creek Estates, Limited Partnership, ("Oak Creek").

In consideration of the terms and conditions herein, the town and the Oak Creek Estates agree that the Agreement shall be amended as follows;

1. Section 3(b) of the agreement shall be amended to read as follows:

All time limitations and statutes of limitation that may be applicable to the remaining claims and causes of action alleged by OAK CREEK in its said Petition and Complaint and the defenses thereto alleged by TOWN, shall be tolled until no later than June 1, 2018 unless extended by the PARTIES in writing, and this tolling agreement shall preserve the *status quo* as of the Effective Date through the date of termination or expiration of this Agreement.

2. Conflicts between the Agreement or the prior Amendments and this Amendment shall be controlled by this Tenth Amendment. All other provisions within the Agreement shall remain in full force and effect.

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

TOWN OF PARADISE

OAK CREEK ESTATES, General Partnership (Formerly Oak Creek Estates, a Limited Partnership)

By: _____
Scott Lotter, Mayor

By: Robert Buckthal, G.P.
Robert Buckthal, G.P.

By: _____
Lauren Gill, Town Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
Dwight L. Moore, Town Attorney

By: _____
Dina Volenski, Town Clerk

EXHIBIT A

DISMISSAL AND TOLLING AGREEMENT
BY AND BETWEEN
THE TOWN OF PARADISE
AND
OAK CREEK ESTATES, A GENERAL PARTNERSHIP
(Formerly, Oak Creek Estates, a Limited Partnership)

This Agreement is made and entered into by the Town Council of the Town of Paradise (the "TOWN"), and Oak Creek Estates, a General Partnership, formerly Oak Creek Estates, Limited Partnership, ("OAK CREEK") (collectively, the "PARTIES" and singularly "PARTY").

The purpose of this Agreement is to avoid the continuation of litigation between the TOWN and OAK CREEK by providing for the dismissal of said litigation without prejudice, and to toll all applicable time limitations, as set forth below.

The PARTIES, in consideration of the covenants set forth herein, agree as follows:

1. This Agreement shall be effective November 7, 2003 (the "Effective Date").
2. OAK CREEK alleges that it has claims or causes of action against the TOWN arising from, or otherwise related to, the TOWN's September 3, 1996 conditional approval of OAK CREEK's tentative subdivision map application for the Oak Creek Estates Project, as more fully described in OAK CREEK's Petition and Complaint on file in the civil action entitled *Oak Creek Estates, Limited Partnership v. Town of Paradise et al.*, Butte County Superior Court, Case No. 120072 (the "Lawsuit"). The TOWN alleges that it has defenses to all of OAK CREEK's claims or causes of action alleged in the Lawsuit. In accordance with the California Court of Appeal, Third Appellate District's recent issuance of its Remittitur and Opinion regarding the Lawsuit, the Butte County Superior Court approved and filed the Stipulation and Order On Remittitur, dated September 8, 2003. Pursuant to the Order, OAK CREEK may proceed with prosecuting

its remaining causes of action, and the TOWN may proceed with its remaining defenses thereto, consistent with the appellate court's Opinion and Remittitur.

3. In order to avoid the continuing burden and expense of the Lawsuit, the PARTIES agree that:

(a) Not later than 10 days from the Effective Date, OAK CREEK will file with the Butte County Superior Court, and serve on the TOWN, a dismissal *without prejudice* of the Lawsuit, and this dismissal shall be as to all Defendants and Respondents named therein.

(b) All time limitations and statutes of limitation that may be applicable to the remaining claims and causes of action alleged by OAK CREEK in its said Petition and Complaint, and the defenses thereto alleged by the TOWN, shall be tolled until no later than November 7, 2007, unless extended by the PARTIES in writing, and this tolling agreement shall preserve the *status quo* as of the Effective Date through the date of termination or expiration of this Agreement.

(c) If OAK CREEK transfers and conveys to another party fee title to OAK CREEK's real property that is the subject of the Lawsuit, the parties each agree that notwithstanding the provisions of the preceding subparagraph (b), each party fully waives and releases any and all claims and causes of action that are alleged in the Lawsuit or arise therefrom, and that such waiver and release shall be as against all parties and persons named in the Lawsuit. Each party further agrees that such waiver and release shall be as to any and all rights or benefits that each party may then have, including but not limited to any rights under the tolling provisions in the preceding subparagraph (b), or may have in the future, under the terms of California Civil Code Section 1542, which section provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Should OAK CREEK repurchase the real property that is the subject of the Lawsuit

within the tolling period set forth in subparagraph (b), above and pursuant to the repurchase conditions set forth in paragraph 7.0 of the agreement between OAK CREEK and Sierra Preservation Partners LLC entitled "Purchase and Sale Agreement" (dated September 10, 2003) and the Option Agreement, Exhibit B to the Purchase and Sale Agreement, this waiver and release, as provided in this subparagraph (c), shall be null, void, and of no effect.

(d) Subject to the preceding subparagraph (c), OAK CREEK may, within the tolling period, either re-file the Lawsuit, or file and prosecute to completion a motion to set aside the dismissal of the Lawsuit, and upon the re-filing of the Lawsuit, or upon any order granting any motion to set aside the dismissal of the Lawsuit, the parties shall have the same rights, claims and defenses in the litigation as exist on the date of this Agreement; provided, however, that this Agreement is made without prejudice to the TOWN's right to object to or to oppose any motion to set aside the dismissal of the Lawsuit, or any similar motion.

(e) Each PARTY waives and releases all claims against the other PARTY as to all costs, interest and attorneys fees that have been incurred in the Lawsuit as of the Effective Date.

4. This Agreement does not constitute and may not be used as evidence of any admission of actual or potential liability, responsibility or error on the part of any PARTY to this Agreement.

5. This Agreement contains the entire understanding and agreement between the PARTIES with respect to matters addressed herein, and no statement, promise, or inducement made by any of the PARTIES or agent of the PARTIES that is not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the PARTIES.

6. Any written notice required under this Agreement shall be sent via certified mail, return receipt requested. Such notice shall be tendered as follows:

As to OAK CREEK:

Robert Buckthal
1881 Paseo Del Cajon
Pleasanton, CA 94566
(925) 846-3156

AND

Steven P. Belzer, Esq.
Law Office of Steven P. Belzer
1201 K Street, Suite 1230
Sacramento, California 95814
(916) 442-6500

As to the TOWN:

Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969-4931

AND

Timothy M. Taylor, Esq. -
Somach Simmons & Dunn
813 Sixth Street, Third Floor
Sacramento, California 95814
(916) 446-7979

Any PARTY may change its address for notice purposes by sending a notice of address change to the other PARTY pursuant to the provision of notice procedures in this Paragraph 6.

7. This Agreement shall be binding upon and shall operate in favor of the employees, agents, officers, directors, predecessors, successors, parents, subsidiaries, and assigns of each PARTY.

8. Should any provisions of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby.

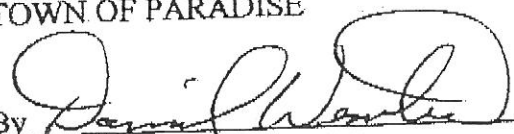
9. The PARTIES represent that those executing this Agreement on their behalf are authorized to bind that PARTY to this Agreement and are acting within the scope of their authority.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original. Facsimile signatures on this Agreement shall be acceptable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

TOWN OF PARADISE

By 
Daniel Wentland, Mayor

Dated: 11/12/03

APPROVED AS TO FORM:


SOMACH, SIMMONS & DUNN
A Professional Corporation

By: 

Dated: November 10, 2003

Timothy M. Taylor, Esq.
Attorneys for Town of Paradise, *et al.*

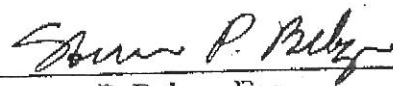
OAK CREEK ESTATES, GENERAL PARTNERSHIP
(Formerly Oak Creek Estates, a Limited Partnership)

By 
Robert Buckthal, General Partner

Dated: 11-9-03

APPROVED AS TO FORM:

LAW OFFICE OF STEVEN P. BELZER

By:  Dated: 11-10-03
Steven P. Belzer, Esq.
Attorneys for Oak Creek Estates, a General Partnership



TOWN OF PARADISE
Council Agenda Summary
Date: June 13, 2017

Agenda No. 2(I)

ORIGINATED BY: Dwight L. Moore, Town Attorney

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Amended Agreement between the Town of Paradise and the Law Firm of Peters, Habib, McKenna & Juhl-Rhodes, LLP

COUNCIL ACTION REQUESTED: Adopt Resolution No. 17-___ authorizing the Town Manager to execute an amended legal services agreement with Peters, Habib, McKenna & Juhl-Rhodes, LLP relating to public nuisance abatement lawsuits.

BACKGROUND: On June 27, 2016, the Town Council authorized the filing of a nuisance abatement lawsuit which includes a receivership. The California Supreme Court has ruled that a municipal corporation may retain the services of a private attorney under a contingent-fee type of agreement relating to public nuisance abatement actions. Based on the Supreme Court ruling, the Town Council authorized a contingency legal services agreement with the law firm of Peters, Habib, McKenna and Juhl-Rhodes, LLP to assist with the above lawsuit.

DISCUSSION: The original legal services agreement with Peters, Habib, McKenna & Juhl-Rhodes terminates on June 30, 2017. Since the Town's current nuisance abatement litigation will most likely continue into the near future, it is necessary to extend the legal services agreement. The attached agreement will extend the termination date until June 30, 2019.

FINANCIAL IMPACT: The Town's costs are limited to \$2,500 in the agreement. In addition, the Town would be eligible to receive its costs from the defendant relating to the lawsuit.

Attachment

**TOWN OF PARADISE
RESOLUTION NO. 17-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDED AGREEMENT
WITH THE LAW FIRM OF PETERS, HABIB, MCKENNA & JUHL-RHODES, LLP**

WHEREAS, on September 13, 2016, the Town of Paradise entered into a legal services agreement with Peters, Habib, McKenna & Juhl-Rhodes, LLP relating to litigation concerning nuisance abatement; and

WHEREAS, the legal services agreement needs to be extended because the law firm's services will be required beyond the termination date of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE as follows:

Section 1. Town Council does hereby authorize the Town Manager to execute the attached amended legal services agreement between the Town of Paradise and Peters, Habib, McKenna & Juhl-Rhodes, LLP.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 13th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

SCOTT LOTTER, Mayor

ATTEST:

APPROVED AS TO FORM:

DINA VOLENSKI, Town Clerk

DWIGHT L. MOORE, Town Attorney

**AMENDED AND RESTATED
LEGAL SERVICES AGREEMENT**

PETERS, HABIB, MCKENNA & JUHL-RHODES, LLP (“Attorney”) and **TOWN OF PARADISE, CALIFORNIA** (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below. Town Attorney Dwight L. Moore (“Town Attorney”) will administer this Amended and Restated Agreement for Client, and will serve as Attorney’s primary contact with Client.

1. EFFECTIVE DATE. This Amended and Restated Agreement will take effect June 30, 2017.

2. SCOPE OF SERVICES. Subject to the terms of this Agreement, Client hires Attorney to assist Town Attorney in the following matter: **CODE ENFORCEMENT RELATING TO ABATEMENT OF PUBLIC NUISANCES.**

3. CONTROL OF LITIGATION. Town Attorney shall supervise and direct Attorney. Attorney shall be subordinate to Town Attorney and shall not take any action on behalf of Client without prior direction and approval from Town Attorney. Town Attorney shall be the lead attorney of record in any litigation commenced in the name of Client, and Town Attorney shall supervise and control any litigation commenced in the name of Client. Attorney acknowledges and understands that Town Attorney shall be the only attorney with authority to settle or compromise claims and disputes on behalf of Client and make and direct all strategic litigation decisions on behalf of Client, even without the consent or over the objection of Attorney. In the event Attorney and Town Attorney are unable to agree, then Town Attorney’s decision shall control and be final. Attorney understands and agrees that the defendant to any lawsuit by the Client may contact Town Attorney without having to confer with Attorney. Attorney will provide those legal services reasonably required to discharge the instructions of Town Attorney, and will keep Town Attorney informed about the status of discharging the directions and instruction received from Town Attorney. If a court action is filed, Attorney will represent Client as co-counsel with Town Attorney as the controlling attorney through trial and post-trial motions. **Town Attorney shall have the authority to veto the decisions of Attorney and shall have authority to settle any litigation without Attorney’s consent.**

4. CLIENT’S GENERAL DUTIES. Client agrees to be truthful with Attorney, to cooperate with Attorney, to keep Attorney informed about the information and developments concerning the matters for which Attorney has been hired, and to abide by this Agreement.

5. LEGAL FEES AND BILLINGS. The amount of Attorney’s compensation shall be determined by the Court pursuant to an application for attorney fees as provided by law, and shall be payable to Attorney only when collected from the defendant. Attorney acknowledges that Client shall not compensate Attorney unless the Court makes

an award of attorney fees and the award is actually collected (in whole or in part). Attorney acknowledges that Client shall have no obligation to compensate Attorney beyond any compensation awarded by the Court that is actually collected. Client shall take reasonable and necessary steps to collect and enforce an attorney fees award by the Court, including, but not limited to, placing liens on property authorized by law and monetizing liens through foreclosure or other legal means provided by law. Attorney retains the right to seek compensation other than from Client to the extent provided by law

Attorney shall bill for all time spent on Client's matter at the following rates:

Partners-----	\$300.00/hour
Paralegals-----	\$110.00/hour

The foregoing rates are subject to change on 30 days' written notice to Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town. Time is charged in minimum units of one-tenth (.10) of an hour, except the following services shall be billed a minimum as follows:

Telephone calls:	.20
Letters:	.20
Emails:	.20

6. COSTS AND OTHER CHARGES.

There are various costs and expenses associated with performing legal services under this Agreement. Attorney understands that such costs and expenses do not include any attorney's fees under section 5. Client agrees to pay for all costs, disbursements and expenses. The costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, transcript fees, jury fees, notary fees, deposition costs, long distance telephone charges, database access and search charges, messenger and other delivery fees, filing fees, motion fees, postage, photocopying and other reproduction costs, travel costs (including parking, mileage, transportation, meals and hotel costs), investigation expenses, consultants' fees, expert witness fees and expenses, professional, mediator fees and expenses, arbitrator and/or special master fees and expenses, and other similar items. In no event shall the above cost and other charges exceed \$2,500.

7. BILLING STATEMENTS. Attorney will send Client periodic statements. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. LIEN. Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Attorney at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that Attorney will have a lien as specified above.

_____ (Client Initial Here) _____ (Attorney Initial Here)

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession unless subject to the lien provided above, whether or not Attorney has been paid for all services and expenses.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

11. INDEMNIFICATION. Attorney agrees to defend, indemnify, and save harmless Client and its officers, officials, employees, and volunteers from and against all claims, demands and causes of action by third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent act or omissions of Attorney or his agents.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

15. TERMINATION. This agreement shall terminate on June 30, 2019 unless it is extended by mutual consent of the parties.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

TOWN OF PARADISE

PETERS, HABIB, MCKENNA &
JUHL-RHODES, LLP

By: _____
Lauren Gill, Town Manager

By: _____

ATTEST:

By: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: June 13, 2017

Agenda No. 6(a)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Paradise Gap Closure Complex Preliminary Engineering
Consultant Services & Program Supplement Agreement

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of Mark Thomas & Company to perform engineering services for the Paradise Gap Closure Complex, and
2. Approve the attached Professional Services Agreement with Mark Thomas & Company and authorize the Town Manager and Town Mayor to execute, and
3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.
4. Approve the Program Supplement Agreement No. F017 to Administering Agency-State Agreement No. 03-5425F15 for Federal-Aid Project CML 5425 (038) to assure receipt of \$306,000 in federal funds and authorize the Town Manager to execute.

Background:

In 2010, the Town of Paradise approved the Downtown Master Plan which identifies key capital improvement projects and an overall vision for Paradise's commercial core, encompassed by Skyway, Pearson, Elliott Road and Almond Street.

In late 2015, the Town of Paradise received an Active Transportation Program grant for the Almond Street Multi-Modal Improvements to formally begin the implementation process for the Downtown Master Plan. This grant includes the design and construction of new sidewalks, bike lanes, drainage improvements along Almond Street between Pearson Road and Elliott. This project has since been leveraged by Measure C funds in fiscal year 2019/2020 to complete a road overlay.

In 2016, the Town of Paradise formally established an Underground Utility District with the same boundary as the Downtown Master Plan. This effort will require all overhead utilities to be converted to underground installations by July 2020.

In April 2017, the Town of Paradise received authorization to proceed on a new Congestion Mitigation Air Quality (CMAQ) grant in the amount of \$306,000. This grant will provide for the environmental review and design phase of the Paradise Gap Closure Complex. The project will close all sidewalk/infrastructure gaps between what has been completed to date, planned for Almond Street, and ultimately identified in the Downtown Master Plan. Construction funds have not been secured at this time, however, completion of the pre-construction phases will enable the Town of Paradise to be more competitive for future grant funds.

On April 10, 2017, staff issued a formal Request for Proposals (RFP) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for Federal-Aid projects. The RFP stated the scope of work for the preliminary engineering services which are

needed. Due to staffing levels and project workloads, these services cannot be performed by in-house Town staff and are outlined below:

- Project Management
- Surveys and Mapping
- Community Participation
- Environmental Studies and Documentation
- Utility Coordination
- Property Owner Coordination
- Design

Analysis:

By May 23, 2017 at 4:00 PM, Town staff had received three responses to the RFP. The proposers are listed below:

1. NorthStar
2. Mark Thomas
3. Bennett Engineering

Proposals received included cost estimates in a separate, sealed envelope to allow for a fair and objective evaluation of the submittals. A five-member evaluation committee was formed with to evaluate the proposals, including the following members:

Melissa Schuster, Town of Paradise, Town Councilmember
 Marc Mattox, Town of Paradise, Town Engineer
 Colette Curtis, Administrative Analyst
 Kevin Peppas, Construction Inspector
 Kate Anderson, Housing Program Supervisor

The Committee received and ranked the proposals according to the criteria provided in the RFP and shown in Table 1, below.

Table 1: Criteria Weighting Table

No.	Written Evaluation Criteria	Total Possible
1	Understanding of the work to be done	125
2	Experience with similar kinds of work	100
3	Quality of staff for work to be done	75
4	Capability of developing innovative or advanced techniques	50
5	Familiarity with state and federal procedures	50
6	Financial responsibility	50
7	Demonstrated Technical Ability	50
Subtotal:		500

Committee review of the proposals was performed independently. Average of the three proposal rankings are shown in Table 2.

Table 2: Average Proposal Scores

No.	Written Evaluation Criteria	Score
1	Mark Thomas	427
2	Bennett Engineering	383
3	NorthStar	362
Subtotal:		100

The evaluation committee unanimously selected Mark Thomas & Company as the preferred selection to proceed on the project. Per Federal-Aid procedures, only Mark Thomas & Company's cost proposal was opened to begin negotiations. Had a cost agreement not been reached between the Town of Paradise and Mark Thomas & Company, the next highest ranked consultant's cost proposal would be opened and negotiations would proceed with that consultant.

Mark Thomas & Company's initial cost proposal to deliver the project as construction ready in October 2018, including all required Federal-Aid milestones complete was \$273,020. Staff ultimately negotiated additional scope of work, including the design and specifications of pedestrian-scale lighting throughout the project area. The final negotiated contract amount is \$274,975.00

Staff recommends Council consider awarding the contract, Attachment A, to Mark Thomas & Company to perform the specified preliminary engineering services for the Paradise Gap Closure Complex.

To remain eligible for the allocated grant funding, the Town of Paradise is required to execute a Program Supplement Agreement to the Administering Agency-State Agreement for Federal-Aid Projects (Agreement No. 03-5425R). This supplement agreement, included as Attachment A, serves as a contract between the Town of Paradise and California Department of Transportation, binding each to certain responsibilities to process Federally funded projects. The attached agreement must be approved by the Town to continue receipt of Federal funds. In addition, the Town is required to adopt a resolution identifying the project and designate an official authorized to execute the Program Supplement Agreement.

Financial Impact:

The professional services agreement and respective services will be funded by the Federal Congestion Mitigation Air Quality grant at 100%. The budgeted grant amount for the Preliminary Engineering phase of the project is \$306,000. The estimated total contract cost is \$274,975.00. Services will be paid on a not-to-exceed basis, using a task by task process

Attachments:

1. Mark Thomas Professional Services Contract Agreement
2. CML 5425 (038) Program Supplement Agreement & Resolution

AGREEMENT FOR PROFESSIONAL SERVICES

Contract 1701.PE Almond St. Multi-Modal Improvements

ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Mark Thomas & Company

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be James Pangburn.

The name of the "LOCAL AGENCY" is as follows:

Town of Paradise

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Town Engineer

- A. The work to be performed under this contract is described in Article II entitled Statement of Work, further defined in Exhibit A, and the approved CONSULTANT's Cost Proposal dated June 6, 2016. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- B. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- C. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- D. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided in this contract, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. Consultant shall complete the following task list as referenced in the Consultant's Proposal dated June 6, 2016, attached as Exhibit A.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on June 20, 2017, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when a construction contract is awarded or February 1, 2019, whichever occurs sooner.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Marc A. Mattox, Public Works Director / Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

- E. The total amount payable by LOCAL AGENCY shall not exceed \$274,975.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the Government shall be liable if this contract is terminated is based upon the percentage of actual work performed.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE IX DELETED

ARTICLE X COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit,

examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII EXTRA WORK

At any time during the term of this Agreement, Local Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Local Agency to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Local Agency.

ARTICLE XIV DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY'S Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XVI SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XIX SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. The CONSULTANT shall not be responsible for the safety practices of others on the project site.

ARTICLE XX INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self- insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

Verification of Coverage

Consultant shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL

AGENCY on reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

ARTICLE XXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVIII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXIX CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXXI IDEMNITY

CONSULTANT agrees to indemnify, including the cost to defend, the Town and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, provided, however, this indemnity shall not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Town or others.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

James Pangburn, Project Manager
Mark Thomas & Company
7300 Folsom Boulevard, Suite 203
Sacramento, CA 95826

LOCAL AGENCY:

Town of Paradise
Marc A. Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contract and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIII SIGNATURES

TOWN OF PARADISE

By _____
Lauren Gill,
Town Manager

MARK THOMAS & COMPANY

By _____
Matt Brogan
Principal In Charge

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Dwight L. Moore, Town Attorney

Approved Effective _____

**EXHIBIT "A"
Scope of Services**



5. SCOPE OF WORK

INTRODUCTION

Mark Thomas will provide professional services for the task items listed below. This scope will cover the environmental clearance and final design for the locally funded sidewalk and bike lane improvements. Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control and that Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas in the performance of this scope of work.

TASK 1. PROJECT MANAGEMENT

1.1 Project Review Meetings

A total of ten (10) PDT meetings are proposed with this scope of work. We have assumed 4 face to face meetings and six 6 conference calls.

1.2 Project Management

Mark Thomas will provide management of subconsultants in the performance of their work. Management activities will also include development and maintenance of a critical path method (CPM) design schedule and progress reports to be distributed monthly. The schedule and billings will be submitted in the form and in sufficient detail to track the project status and contract expenditures as outlined by the Town at the beginning of the project.

1.3 Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

Mark Thomas will implement and maintain these quality control procedures during the preparation of plans and documents throughout design.

1.4 Caltrans Funding Assistance

The federal funding associated with the project will require coordination through Caltrans District 3 Local Assistance. Mark Thomas has recently delivered a number of projects that were funded through Caltrans Local Assistance and we have an in-depth knowledge of the policies outlined in the LAPM. Mark Thomas will coordinate the reviews and prepare the Request for Authorization (RFA) documents, as described in Chapter 3 of the LAPM. This would include the RFA for Right of Way and Construction, the Field Review Meetings and Forms, PS&E Checklist, and final documentation to allow the project to move forward with construction. The final RFA documents will be submitted to Caltrans by the Town on their letterhead.

TASK 1 DELIVERABLES

- Meeting Agendas & Minutes - 4 meetings / 6 Conference Calls
- Critical Path Method (CPM) schedule
- RFA Documents
- Field Review Meeting Forms
- PS&E Checklist
- QC/QA Set of plans
- QC/QA Response Matrix



TASK 2. SURVEYS AND MAPPING

2.1 Data Gathering and Field Review

Mark Thomas will perform the survey and mapping required for the project. The tasks below will build upon the surveying work completed by Mark Thomas during the Downtown Capital Improvement Master Plan. During the Master Plan, Mark Thomas provided aerial photogrammetry, utility mapping, and record-level right of way delineation. The tasks below are required to complete the base mapping to a level that is suitable for final design.

2.2 Supplemental Topographic Surveys

Mark Thomas will perform field topographic survey to supplement the existing mapping prepared during the master plan. This field survey will locate topographic features within the projects limits that may affect design.

The Topographic Survey will be the primary source of topographic data for the project. The areas of the topographic survey are:

- Elliott Road from the intersection of Elliott Road with Almond Street extending west along Elliott Road 400 feet
- Fir Street from Skyway Road to Black Olive Drive
- Birch Street from Skyway Road to Black Olive Drive
- Forest Road from Pearson Road to Birch Street
- Black Olive Street from Fir Street to 200 feet southwest of Birch Street

The Topographic survey will be limited to the roadway prism extending to the right of way or fence whichever is closer to the roadway. The areas of topographic survey will include:

- Grade breaks, tops and toes in the dirt area
- Surface visible utilities in the topo areas
- Fences
- Trees on site over 4 inches diameter at breast height
- Hardscape features, such as:
 - Edge of pavement
 - Crown of road
 - Sidewalk

On-site control points and temporary benchmarks will be set as necessary for topographic survey tasks. Total Station, GPS and digital levels will be used to accurately locate on-site control. Control will be based off the Town of Paradise Survey Control unless directed otherwise.

Data collected from the supplemental topographic survey will be incorporated with the previously prepared base mapping. A digital terrain model and topographic mapping at a scale of 1" = 40' with one-foot contour interval will be prepared for the project.

2.3 Update Base Map

Based upon information gathered, Mark Thomas will compile an electronic base map. This will include a Digital Terrain Model. Mark Thomas will run break lines as appropriate; include elevation spot shots and other relevant features from Topographic Survey. The electronic base map will conform to the following:

- All text style, orientation and size shall be as directed.
- Include control points.
- Include all topographic survey points used to create the planimetrics and surface model.
- Place non-topographic information on separate layers.
- Delineate planimetric features.



2.4 Utility Base Mapping

Upon receipt of the utility mapping from the Town, Mark Thomas will review the mapping and update the existing utility base mapping with additional information and updates.

TASK 2 DELIVERABLES

- Final Digital Terrain Model (2 copies on CD)
- Compiled Base Mapping (1"=40' Scale) – ACAD Civil 3D

TASK 3. COMMUNITY PARTICIPATION

3.1 Project Notification

Mark Thomas will provide and implement a comprehensive community/stakeholder participation plan for the purposes of earning project support, documenting project benefits, increasing the likelihood of selection for future construction funds. This task will include notification letter, revised project exhibits and clear documentation of the public's involvement in the project development.

3.2 Community Meetings

Mark Thomas will attend and facilitate one (1) open house meeting, and four (4) face to face meetings with key stakeholders. The open house meeting will expand upon information provided in the project notification letter and provide an opportunity to provide input. The meeting will also serve as outreach to refresh future funding grant applications.

TASK 3 DELIVERABLES

- Project Notification Letter (PDF)
- Community Participation Plan (PDF)
- Project Exhibits, Community Meeting Attendance and Documentation (1 meeting)

TASK 4. ENVIRONMENTAL STUDIES AND DOCUMENTATION

4.1 Project Initiation

Gallaway Enterprises will attend a project kick-off meeting to discuss communication and information exchange protocols, review project work schedules, and confirm review the project description applicability for use in all of the technical studies. Gallaway assumes one kick-off meeting and weekly project development meetings. Utilizing the project description and anticipated extents of the project activities, Gallaway Enterprises will develop an Area of Potential Effect (APE) figure for approval by Caltrans and the Town.

4.2 Prepare Preliminary Environmental Study (PES) Form

Utilizing the project description and anticipated extents of the project activities, Gallaway Enterprises will develop a PES for approval by Caltrans and the Town.

4.3 Environmental Technical Studies

4.3.1 Biological Resources

Gallaway Enterprises will prepare a draft NES(MI) for the Biological Study Areas (BSA). The NES(MI) document will be prepared taking into consideration the information obtained from the respective wetland delineations, field surveys, project specific impacts, and mitigation. Based on our recent site visit and preliminary review of the California Natural Diversity Database (CNDDDB), it appears there are no State or federally listed species within close proximity to the project site. However, there is suitable habitat and documented occurrences of migratory birds and raptors in proximity to the site.



Gallaway Enterprises will conduct botanical and biological surveys, including migratory bird surveys, per California Department of Fish and Wildlife (CDFW), California Natural Plant Society (CNPS), and all other appropriate protocols. Gallaway Enterprises will document all vegetation communities, plant species observed on-site. The NESMI reports will follow Caltrans' most recent guidance and document formats, currently the November 14, 2014 version. Gallaway Enterprises will coordinate with the Town, and Caltrans to ensure consistency in the project description between all associated documents.

If the project site is considered to be within active habitat or there is a potential for impacting the state or federally listed species then the project would not qualify for a NESMI and a NES would need to be developed. Gallaway Enterprises will re-scope and supply a revised cost estimate if a full NES is needed.

4.3.2 Cultural Resources

Gallaway Enterprises will prepare the ASR and HPSR documentation for the proposed project. It does not appear that there are any previously identified historical resources in the project site. Gallaway Enterprises' Cultural Resource Specialist will complete the following:

- Conduct Records Searches involving County Records maintained by the Northeast Information Center (NEIC) at CSU, Chico.
- Consult with the Native American Heritage Commission regarding Sacred Land listings and with local Native American representatives for information they may provide concerning prehistoric sites and possible traditional use areas within or near the APEs.
- Conduct pedestrian archaeological survey (for prehistoric and historic archaeological sites) within the APEs.
- Prepare an ASR and HPSR documentation including relevant Primary Records (State DP 523 forms) for prehistoric and historic-era archaeological sites identified during the pedestrian field survey.
- Deliver Final inventory reports to NEIC.

Given the early stage of project development we assume that there will be no Right-of-Way (ROW) acquisition and that project staging will be adjacent to the construction site. In the event that additional historic documentation is required, additional scoping and task identification will be required. Gallaway will coordinate and facilitate the review of documents between Caltrans, and the Town.

4.3.3 Phase 1 Initial Site Assessment

CAInc will perform the following tasks to provide an Initial Site Assessment (ISA) to evaluate the planned improvements at the project locations: Fir Street (Skyway to Black Olive), Birch Street (Skyway to Black Olive), Foster Road (Pearson to Birch), Black Olive Drive (Pearson to Fir), and Elliot Road (Skyway to Almond) and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project.

- Review and discuss the project with the design team.
- Review available project documents and reports including; existing ISA/ESA reports for nearby projects, APN parcel maps, site geology and ground water data. We will review this information for evidence of suspected or known contamination/hazardous materials issues (such as pesticide usage, industrial parks, orchards, etc.).
- Conduct a limited site reconnaissance to observe current land use and indications of potential contamination at the site, and to view publicly accessible portions of the adjacent properties.
- Review historical aerial photographs, topographic maps, and soil maps of the site and surrounding properties for indications of site use and potential sources of contamination.
- Perform federal, state, and city records review for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site. The federal, state, and city database search will be provided by a professional record check service.



- Based on the results of the database search, site review, land use and existing assessments, CAInc will determine the risk of potential hazardous materials within and adjacent to the project area.
- Prepare a report summarizing the findings of our review, site reconnaissance, property owner interviews, historical photograph evaluation, and regulatory records review. We will address identified potential contamination and hazardous material impacts to provide recommendations and determine additional investigation and analysis.

CAInc will submit a Draft ISA Report for review and comment prior to finalizing the report.

4.4 Environmental Documentation

4.4.1 CEQA Documentation

If the project extents and actions fit within one of the CEQA Categorical Exemptions (CE), Gallaway Enterprises will recommend perusing this approach for CEQA compliance. As an option, and in order to bring a higher level of legal protection to the use of the CE, an initial study checklist will be developed in order to document the lack of exceptions to exemptions. If the proposed project does not adhere to one of the CEs, then we will default to developing an Initial Study/Mitigated Negative Declaration (IS/MND), utilizing an Initial Study template supplied by the Town. Gallaway will be responsible for the preparation of an administrative draft, public review draft and final environmental document. It is Gallaway Enterprises understanding that the Town will be responsible for circulating, printing, and filing the draft and final environmental documents. Gallaway Enterprises will provide a consolidated mitigation and monitoring plan. Gallaway Enterprises will provide CEQA document services as well as assistance with responding to public and agency comments on the CEQA document if required.

4.4.2 NEPA Documentation Support

Caltrans as the FHWA designated Lead Agency typically handles all NEPA documentation utilizing supporting technical studies such as the NES and the ASR/HPSR. Gallaway will ensure that all technical studies comply with Caltrans and NEPA standards and provide assistance and coronation efforts in support of the approval by Caltrans of the NEPA documentation which is expected to be a Categorical Exclusion.

TASK 4 DELIVERABLES

- Attendance at meetings, contribution to Project Description, draft APE map
- One (1) draft PES for review by the Town and Two (2) rounds of edits with comments from Caltrans
- One (1) Draft NES(MI) (1 hardcopy each and 2 electronic copies each (Word and .pdf))
- One (1) Administrative Draft (1 hard copy & 1 electronic copy)
- Fifteen (15) Public Review Drafts (15 electronic copies)
- One (1) response to comments
- One (1) Mitigation and Monitoring Plan (1 hard copy & 1 electronic copy)
- One (1) Final NES(MI) (2 hardcopies each, 2 electronic copies each (Word and .pdf))
- Draft ASR (1 hardcopy and 1 electronic)
- Draft HPSR (1 hardcopy and 1 electronic)
- Final ASR (1 hardcopy and 1 electronic)
- Final HPSR (1 hardcopy and 1 electronic)
- Draft and Final Phase 1 ISA (1 hardcopy and 1 electronic)



TASK 5. UTILITY COORDINATION

5.1 Utility Coordination and Meetings

Mark Thomas will participate in up to two (2) utility meetings to present the project plans, schedule, and coordinate design issues. One (1) focus meeting is anticipated to coordinate the Town's Rule 20 project.

Mark Thomas will be responsible for utility coordination throughout the project development. This will follow the "A, B, C" Utility Process, including but not limited to:

- Identifying utility conflicts
- Facilitate relocation designs;
- Obtain commitments for relocation schedules;
- Identify and coordinate utility easements.

Based upon our review of the project site, significant private utility relocations are not anticipated, and a majority of these existing facilities can either remain or be protected in place. However, all existing utilities must be positively identified by potholing. Mark Thomas has included a total of two (2) days for utility potholing.

5.2 Caltrans Utility Certification Documents

Mark Thomas will work with the Town and Caltrans to finalize utility agreements and certifications to comply with federal requirements. The utility portion of the Right of Way certification form (Exhibit 13-B) will be provided to the Town.

TASK 5 DELIVERABLES

- Utility Coordination Meetings (3 total)
- Utility Conflict Maps and "B" letters (Electronic version)
- LAPM Utility Documents (ROI, NTO, UA, ROW Cert) (Electronic version)

TASK 6. Property Owner Coordination

6.1 Property Impact Exhibits

Mark Thomas will prepare property impact exhibits to clarify design intent and changes resulting from the improvements. We have assumed that ten (10) individual exhibits will be required for this project.

6.2 Property Owner Coordination Meetings

Mark Thomas will attend property owner coordination meetings and discuss improvements. For the purposes of this scope, we have assumed that four (4) meetings will be required. .

TASK 6 DELIVERABLES

- Property Impact Exhibits (10 – 11x17 PDF Plans)
- Property Owner meetings (4 Total)



TASK 7. DESIGN

7.1 60% Design

7.1.1 Roadway Plans

Mark Thomas will prepare 60% roadway plans. 60% plans include all plan and profile sheets for the proposed work, and standard details necessary to describe the majority of the work.

The PS&E will include the following plan sheets:

Description	Scale	# Sheets
Title Sheet	N/A	1
General Notes	N/A	1
Typical Section(s)	N/A	4
Key Map/Control Diagram	N/A	1
Layout	1"=20'	6
Profiles	1"=20'	4
Construction Details	Varies	8
Water Pollution Control Plans	1"=20'	4
Drainage Plan and Profiles	1"=10'	9
Drainage Details	N/A	3
Utility Plan	1"=20'	6
Pavement Delineation/Sign Plan/Details	1"=40'	3
Irrigation and Planting Plans	1"=20'	12
Lighting Plans (Optional)	1"=50'	5
Total		67

7.1.2 Landscape Planting and Irrigation

Mark Thomas will prepare 60% planting and irrigation plans. 60% plans will include layout of irrigation and planting plans for the proposed work, and standard details necessary to accurately estimate construction costs.

7.1.3 Street Lighting Plans and Estimate (Optional Task)

Y&C will meet with the Town of Paradise to confirm the lighting design criteria and preferred light fixture. Based on the confirmed design criteria and preferred light fixture, Y&C will use VISUAL software to prepare photometric analysis and layout light locations for the following streets:

- Elliott Road between Skyway and Almond Street
- Fir Street between Skyway and Black Olive Drive
- Birch Street between Skyway and Foster Road



- Birch Street between Almond Street and Black Olive Drive
- Foster Road between Birch Street and Pearson Road
- Black Olive Drive between Pearson Road and Fir Street

Y&C will submit photometric analysis and lighting layout to the Town for review. Once the Town approves the light location, Y&C will prepare PS&E for street and pedestrian lights. The lighting PS&E will be submitted to the Town for review at 60% and 90% levels. Any comments by the Town will be incorporated into final PS&E.

Y&C will also coordinate with PG&E in identifying the electrical service point locations.

7.1.4 Cost Estimate

The project team will prepare a cost estimate at the 60% level. The estimate will be developed based on standard Caltrans BEES items and format. This task will also include background research for developing bid prices for key items.

7.2 90% Design

7.2.1 Roadway Plans

Following the completion of the preliminary 60% plans, Mark Thomas will develop the 90% roadway plans. Comments from the Town on the 60% set will be addressed. Design details will be checked and updated within the plans.

7.2.2 Landscape Planting and Irrigation

The landscape and irrigations plans will be updated to the 90% level.

7.2.3 Cost Estimate

The cost estimates will be updated to reflect the 90% plans.

7.2.4 Cross-Sections

Mark Thomas will prepare 10 scale cross-sections in AutoCAD 2013. The cross sections will be updated with the final submittal to reflect changes made to the final design.

7.2.5 Draft Technical Specifications

Mark Thomas will prepare an outline of Technical Specifications following Caltrans 2015 Standard Specifications.

7.3 Final Contract Documents

7.3.1 Roadway Plans

Following the 90% PS&E submittal, Mark Thomas will revise the plans based on comments from the Town.

7.3.2 Landscape Planting and Irrigation

The landscape and irrigations plans will be finalized.



7.3.3 Cost Estimate

The cost estimates will be updated to reflect the final contract documents.

7.3.4 Bid Package Preparation

Mark Thomas will work with the Town to prepare the Bid Book for the project. The Bid Book will include, but is not limited to:

- Cover Page/Signature Page
- The Town's General Provisions
- Technical Specifications (Caltrans SSP's)
- Proposal Forms and Bid Schedule
- Supplemental Information
- Federal Required Forms and Minimum Wage Rates

TASK 7 DELIVERABLES

- 60%, 90% and Final Roadway and Landscape Plans (PDF's; Hard Copies as needed)
- 60%, 90%, and Final Lighting Plans (optional task)
- 60%, 90%, and Final Engineer's Estimates (PDF's)
- General Cross-Sections (PDF's)
- Bid Package Preparation (PDF's)

Assumptions and Exclusions

- No permanent right of way or TCE's are required for this project
- No title reports, plats or legal descriptions will be required for this project
- Limited potholing of existing utilities will be required (2 potholes)
- The baseline scope assumes the Town will obtain environmental clearance with a CEQA CE
- New ADA access routes to the private properties are not included with this scope
- No resource agency permits will be required
- This scope assumes the project can be built with Town Standard, or Butte County standard pavement designs
- No design work or instructions required to develop pavement rehabilitation strategies are not included in this scope, but could be included as an optional task

**EXHIBIT "B"
Compensation**

COST PROPOSAL FOR PROJECT SCOPE: Paradise-Gap Closure Complex

MARK THOMAS	Mark Thomas																		Subconsultants			TOTAL COST		
	Principal	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer II	Design Engineer I	Sr. Technician	Sr. Survey Manager	Project Surveyor	Survey Technician	2 Person Field Crew	LAUD Project Manager	Project Landscape Architect	Landscape Designer	Project Coordinator	Project Assistant	Graphic Designer	Total Hours	Total MT Cost	Gallaway Enterprises DBE	Y&C DBE Transportation		Crawford & Associates Non-DBE	
	\$328	\$171	\$145	\$124	\$108	\$89	\$104	\$200	\$145	\$85	\$240	\$145	\$96	\$74	\$86	\$57	\$71							
1.0 PROJECT MANAGEMENT																								
1.1 Project Review Meetings	2	24																26	\$4,764	-	-	-	\$4,764	
1.2 Project Management		42			36											16	8	102	\$12,890	-	-	-	\$12,890	
1.3 Quality Control			24															24	\$3,491	-	-	-	\$3,491	
Subtotal Phase 1	2	66	24	0	36	0	0	0	0	0	0	0	0	0	16	8	0	152	\$21,144	\$0	\$0	\$0	\$21,144	
2.0 SURVEYS & MAPPING																								
2.1 Data Gathering & Field Review		2			8													10	\$1,204	-	-	-	\$1,204	
2.2 Supplemental Topographic Surveys					4			4	16		48							72	\$15,071	-	-	-	\$15,071	
2.3 Update Base Map						4				40								44	\$3,757	-	-	-	\$3,757	
Subtotal Phase 2	0	2	0	0	12	4	0	4	16	40	48	0	0	0	0	0	0	126	\$20,031	\$0	\$0	\$0	\$20,031	
3.0 COMMUNITY PARTICIPATION																								
3.1 Project Notification		4				2											8	14	\$1,433	-	-	-	\$1,433	
3.2 Community Meetings		18			30	6												54	\$6,846	-	-	-	\$6,846	
Subtotal Phase 3	0	22	0	0	30	8	0	0	0	0	0	0	0	0	0	0	8	68	\$8,279	\$0	\$0	\$0	\$8,279	
4.0 ENVIRONMENTAL STUDIES & DOCUMENTATION																								
4.1 Project Initiation		2			8	16												26	\$2,630	3,005	-	-	\$5,635	
4.2 Prepare Preliminary Environmental Study (PES) Form		2			4													6	\$773	2,878	-	-	\$3,651	
4.3 Environmental Technical Studies																		0	\$0	-	-	-	\$0	
4.3.1 Biological Resources					4													4	\$431	3,938	-	-	\$4,369	
4.3.2 Cultural Resources					4													4	\$431	5,640	-	-	\$6,071	
4.3.3 Phase 1 Initial Site Assessment					2													2	\$215	-	-	5,574	\$5,789	
4.4 Environmental Documentation																		0	\$0	-	-	-	\$0	
4.4.1 CEQA Documentation		2			8	4												14	\$1,560	8,771	-	-	\$10,331	
4.4.2 NEPA Documentation Support		2			4													6	\$773	657	-	-	\$1,430	
Subtotal Phase 4	0	8	0	0	34	20	0	0	0	0	0	0	0	0	0	0	0	62	\$6,813	\$24,889	\$0	\$5,574	\$37,276	
5.0 UTILITY COORDINATION																								
5.1 Utility Coordination & Meetings					4	24												28	\$2,570	-	-	-	\$2,570	
Subtotal Phase 5	0	0	0	0	4	24	0	0	0	0	0	0	0	0	0	0	0	28	\$2,570	\$0	\$0	\$0	\$2,570	
6.0 PROPERTY OWNER COORDINATION																								
6.1 Property Impacts Exhibits			0		36	6												42	\$4,411	-	-	-	\$4,411	
6.2 Property Owner Coordination Meetings			16		16	0												32	\$4,050	-	-	-	\$4,050	
Subtotal Phase 6	0	0	16	0	52	6	0	0	0	0	0	0	0	0	0	0	0	74	\$8,461	\$0	\$0	\$0	\$8,461	
7.0 DESIGN																								
7.1 60% Design																		0	\$0	-	-	-	\$0	
7.1.1 Roadway Plans					140	240	120											500	\$48,958	-	-	-	\$48,958	
7.1.2 Landscape Planting & Irrigation												16	40	80				136	\$12,082	-	-	-	\$12,082	
7.1.3 Street Lighting Plans & Estimate																		0	\$0	16,287	-	-	\$16,287	
7.1.4 Cost Estimate					40	120	80							2	8			250	\$24,115	-	-	-	\$24,115	
7.2 90% Design																		0	\$0	-	-	-	\$0	
7.2.1 Roadway Plans					80	160	40											280	\$27,039	-	-	-	\$27,039	
7.2.2 Landscape Planting & Irrigation												8	20	40				68	\$6,041	-	-	-	\$6,041	
7.2.3 Cost Estimate					24	40	40							2	4			110	\$10,801	-	-	-	\$10,801	
7.2.4 Cross-Sections						80	24											104	\$9,629	-	-	-	\$9,629	
7.2.5 Draft Technical Specifications		2			16													18	\$2,065	-	-	-	\$2,065	
7.3 Final Contract Documents																		0	\$0	-	-	-	\$0	
7.3.1 Roadway Plans		2		16	32													50	\$5,773	-	-	-	\$5,773	
7.3.2 Landscape Planting & Irrigation												4	20	40				64	\$5,459	-	-	-	\$5,459	
7.3.3 Cost Estimate		2		8	16									2				28	\$3,249	-	-	-	\$3,249	
7.3.4 Bid Package Preparation		4		16														20	\$2,670	-	-	-	\$2,670	
Subtotal Phase 7	0	10	0	40	348	640	304	0	0	0	0	28	86	172	0	0	0	1628	\$157,881	\$0	\$16,287	\$0	\$174,168	
TOTAL HOURS	2	108	40	40	516	702	304	4	16	40	48	28	86	172	16	8	8	2138						
OTHER DIRECT COSTS																			\$2,000	\$200	\$213	\$633	\$3,046	
TOTAL COST	\$656	\$18,484	\$5,819	\$4,963	\$55,559	\$62,570	\$31,648	\$800	\$2,320	\$3,400	\$11,520	\$4,073	\$8,217	\$12,755	\$1,369	\$456	\$570		\$227,179	\$25,089	\$16,500	\$6,207	\$274,975	
TOTAL HOURS - OPTIONAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
OTHER DIRECT COSTS - OPTIONAL																			\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COST - OPTIONAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0

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**TOWN OF PARADISE
RESOLUTION NO. 17-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AUTHORIZING THE TOWN MANAGER OF THE TOWN OF
PARADISE OR HER DESIGNEE TO SIGN PROGRAM SUPPLEMENT
AGREEMENT NO F017 TO THE ADMINISTERING AGENCY-STATE
AGREEMENT FOR FEDERAL AID PROJECTS CORRESPONDING TO
PROJECT NO. CML 5425 (038).**

WHEREAS, the Town of Paradise has received and will continue to receive federal funds for various transportation projects and has entered into an Agency-State Agreement for Federal-Aid Projects with the California Department of Transportation; and,

WHEREAS, the State of California through its Department of Transportation (Caltrans) and Butte County Association of Governments (BCAG) administers the Federal Congestion Mitigation Air Quality (CMAQ) program and selects projects for funding; and,

WHEREAS, the Paradise Gap Closure Complex currently has \$306,000 of Federal funds allocated to the Project; and,

WHEREAS, Caltrans provides Program Supplement Agreements in accordance with Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15 (Master Agreement), which upon full execution enables the Town of Paradise to request and receive Federal funds for certain street projects; and,

WHEREAS, Caltrans requires the Town of Paradise to execute the Program Supplement Agreement No. F017 for the Paradise Gap Closure Complex in order to be eligible to receive Federal-Aid for eligible project costs; and,

WHEREAS, these funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

WHEREAS, the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF PARADISE AS FOLLOWS:**

Section 1. That the Town Manager of the Town of Paradise, or her designee, is hereby authorized to sign said Agreement on behalf of the Town.

Section 2. The Town Clerk shall certify to the passage and adoption of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Scott Lotter, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

PROGRAM SUPPLEMENT NO. F017
to
**ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425F15**

Adv Project ID 0317000262 **Date:** April 21, 2017
Location: 03-BUT-0-PRDS
Project Number: CML-5425(038)
E.A. Number:
Locode: 5425

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 04/25/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Fir St (Skyway to Black Olive), Birch St (Skyway to Black Olive), in addition to portions of Foster Rd (Pearson to Birch), Black Olive Dr Pearson to Fir) and Elliott Rd (Skyway to

TYPE OF WORK: Construct new sidewalks, curbs and gutters, Class II Bicycle Lanes **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z400		LOCAL	OTHER
\$306,000.00	\$306,000.00		\$0.00	\$0.00

TOWN OF PARADISE

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA

Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____ Date 4/26/17 \$306,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government 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 STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.



TOWN OF PARADISE
Council Agenda Summary
Date: June 13, 2017

Agenda No. 6(b)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Pearson Rd Bike-Ped Improvements Construction Contract Award & Program Supplement Agreement

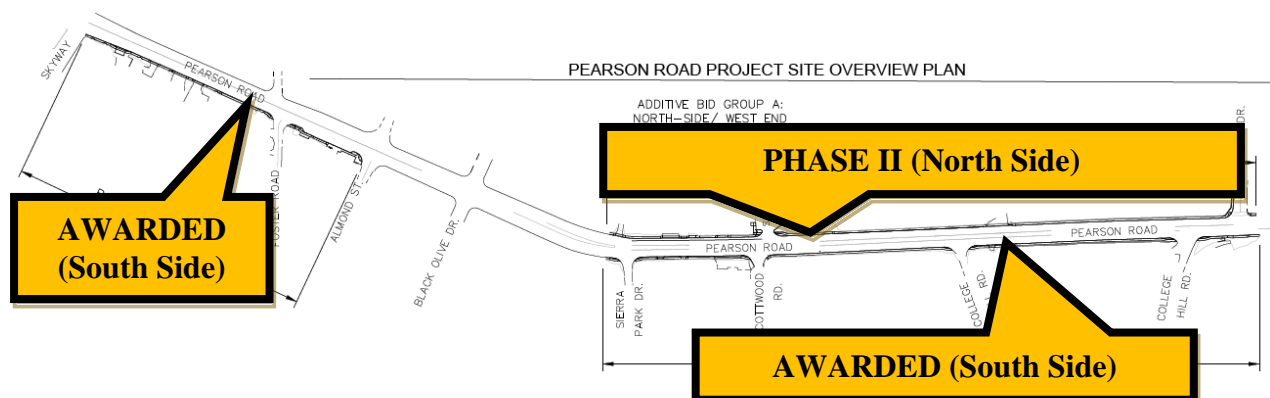
COUNCIL ACTION REQUESTED:

1. Award Contract No. 17-01, Pearson Rd Bike-Ped Improvements, to Franklin Construction of Chico, CA in the amount of their bid of \$587,335.00.
2. Authorize the Town Manager to execute an agreement with Franklin Construction relating to Contract No. 17-01 and to approve contingency expenditures not exceeding 12.5%.
3. Adopt Resolution No. 17-___, Approving the Program Supplement Agreement No. F018 to Administering Agency-State Agreement No. 03-5425F15 for Federal-Aid Project CML 5425 (036) to assure receipt of \$700,000 in federal funds and authorize the Town Manager to execute same.

Background:

The Town of Paradise was awarded an Active Transportation Program (ATP) grant for the construction of sidewalks, curbs and gutters (where currently absent) along both sides of Pearson Rd between Skyway and Academy Drive. Following the completion of design and two bid advertisement cycles for construction, the Town of Paradise was forced to award the project for the south side of Pearson Rd only. This action was supported by the California Transportation Commission, under the condition that the original scope of work would be delivered by the Town of Paradise without any additional ATP funds provided.

To ensure a successful follow-through, the Town immediately began working with Butte County Association of Governments to secure an additional grant using Federal Congestion Mitigation Air Quality (CMAQ) funds. The additional grant amount is \$700,000 and would complete the remaining work along the north side of Pearson Road between Black Olive Drive and Academy Drive.



Staff has completed full revisions to the project construction plans, specifications and estimates. The project will include improvements to bike lanes, construction of sidewalks, curbs and gutters along the north side of Pearson Rd between Black Olive Drive and Academy Drive. Work also includes minor drainage improvements at Academy Drive.

On April 11, 2017, Paradise Town Council approved the project plans, specifications and estimates and authorized staff to advertise the project for construction, pending Federal authorization.

Analysis:

On May 9, 2017, staff received the required Federal “E-76” Authorization to formally advertise the project. The project advertisement was published in the Paradise Post on May 13 and May 25, 2017, in compliance with public contract codes and Federal-aid requirements. Plans and Specifications were provided to 12 local, regional, and national construction exchanges.

On June 6, three bids were received by the Town Clerk and publicly opened. A list of bids received are shown below:

1	Franklin Construction	\$587,335.00
2	Knife River Construction	\$650,596.55
3	R&R Horn, Inc.	\$672,137.50
X	Engineer’s Estimate	\$590,000.00

Staff is recommending award of Contract No. 17-01, Pearson Rd Bike-Ped Improvements, to the low bidder Franklin Construction of Chico, CA in the amount of their bid of \$587,335.00.

If approved, construction will potentially be concurrent with construction currently underway along the south side of the roadway, which is scheduled to be complete prior to school starting in August. Estimated completion date for this new contract is September 2017.

To remain eligible for the allocated grant funding, the Town of Paradise is required to execute a Program Supplement Agreement to the Administering Agency-State Agreement for Federal-Aid Projects (Agreement No. 03-5425R). This supplement agreement, included as Attachment A, serves as a contract between the Town of Paradise and California Department of Transportation, binding each to certain responsibilities to process Federally funded projects. The attached agreement must be approved by the Town to continue receipt of Federal funds. In addition, the Town is required to adopt a resolution identifying the project and designate an official authorized to execute the Program Supplement Agreement.

Financial Impact:

The construction of the Pearson Rd Bike-Ped Improvements will be 100% funded from the Congestion Mitigation and Air Quality grant. The construction phase (engineering & construction contract) budget is \$700,000. The total construction cost, including a 12.5% contingency is \$660,750. Remaining CMAQ funds (\$39,250) will be allocated to construction inspection and materials testing costs incurred by the Town .

Attachments:

- A. CML 5425 (036) Program Supplement Agreement & Resolution
- B. Contract 17-01, Town of Paradise & Franklin Construction

**TOWN OF PARADISE
DEPARTMENT OF PUBLIC WORKS**

OWNER-CONTRACTOR AGREEMENT

TOWN PROJECT NO.: 17-01

THIS AGREEMENT, made and concluded, in triplicate, on **June 13, 2017** between the Town of Paradise, hereinafter called "Town", and **Franklin Construction, Inc.**, hereinafter called "Contractor".

ARTICLE I.-- The Contractor agrees to complete all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the Town, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Town, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity with all applicable state, Town, and municipal laws, codes, and regulations, the work described in the Contract Documents. The work shall be completed and the materials furnished in accordance with the Special Provisions and Project Plans described below, including any addenda thereto, and also in accordance with the Standard Specifications for Construction dated May 2015 and the Standard Plans for Construction, dated 2015 of the California Department of Transportation and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be completed by Contractor are dated March 31, 2017 and are entitled:

TOWN OF PARADISE, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND BID DOCUMENTS,
FOR CONSTRUCTION ON:

PEARSON ROAD BIKE-PED IMPROVEMENTS

ON NORTH SIDE OF PEARSON RD BETWEEN BLACK OLIVE DRIVE AND ACADEMY DRIVE,
PARADISE, CALIFORNIA

FUNDING PROJ. NO.: CML 5425 (036)

TOWN PROJECT #: 17-01.CON

THE PROJECT PLANS FOR THE WORK TO BE DONE WERE APPROVED MARCH 31, 2017 AND ARE ENTITLED:

TOWN OF PARADISE, DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS FOR

PEARSON ROAD BIKE-PED IMPROVEMENTS

FUNDING PROJ. NO.: CML 5425 (036)

TOWN PROJECT #: 17-01.CON**ARTICLE II.--** The Town hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to complete the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby agrees to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors,

administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.— The higher of the State or the Federal prevailing wage rates as referenced in this set of contract documents are hereby made a part of this contract, and Contractor shall pay and require all subcontractors to pay the higher of the State or Federal prevailing wage rates to the construction workers providing labor for the work. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.-- By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that if there be any conflict between the terms of this Agreement and the bid of the Contractor, then this agreement shall control and nothing herein shall be considered as an acceptance of the terms of the Bid conflicting herewith.

ARTICLE VI. – The Town of Paradise hereby employs Contractor to provide material and to do the project work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions set forth in this agreement.

ARTICLE VII. – The project work required in the performance of this Agreement is an improvement over which the Town of Paradise shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Agreement. It is further expressly agreed, by and between the terms of this Agreement and the bid of the Contractor, that this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the Bid conflicting with this Agreement.

ARTICLE IX. – Notwithstanding any other provision, all claims by the Contractor for \$375,000 or less against the Town shall be subject to the procedures set forth in Public Contract Code sections 20104 to 20104.6; a copy of which is shown below:

20104.

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article. (d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the

date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits Contractor's or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6.

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE X.— In addition, Public Contracts Code Section 9204 states as follows:

9204.

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
 - (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
 - (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - (B) The claimant shall furnish reasonable documentation to support the claim.
 - (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

(Added by Stats. 2016, Ch. 810, Sec. 1. Effective January 1, 2017. Repealed as of January 1, 2020, by its own provisions.)

ARTICLE XI.—In addition, Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be

BID ITEM LIST

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	Mobilization	LS	1	\$30,200.50	\$30,200.50
2	Construction Survey	LS	1	\$16,500.00	\$16,500.00
3	Traffic Control System	LS	1	\$35,000.00	\$35,000.00
4	Prepare Water Pollution Control Program	LS	1	\$5,000.00	\$5,000.00
5	Lead Compliance Plan	LS	1	\$1,500.00	\$1,500.00
6	Temporary Concrete Washout	LS	1	\$750.00	\$750.00
7	Temporary Drainage Inlet Protection	EA	1	\$250.00	\$250.00
8	Temporary Fiber Roll	LF	1760	\$3.50	\$6,160.00
9	Clearing and Grubbing	LS	1	\$30,000.00	\$30,000.00
10	Hydroseed	SF	2970	\$0.70	\$2,079.00
11	Tree Removal and Grub	EA	3	\$840.00	\$2,520.00
12	Remove AC Dike	LF	1322	\$0.50	\$661.00
13	Remove AC Pavement	SF	19785	\$1.40	\$27,699.00
14	Remove Concrete	SF	891	\$2.00	\$1,782.00
15	Remove Downdrain	EA	2	\$1,000.00	\$2,000.00
16	Adjust Utility Covers (Water Valve)	EA	1	\$2,000.00	\$2,000.00
17	Adjust Storm Drain Manhole Cover	EA	1	\$2,000.00	\$2,000.00
18	Relocate Roadside Sign (One Post)	EA	15	\$350.00	\$5,250.00
19	Relocate Mailboxes	EA	15	\$350.00	\$5,250.00
20	Reset Sign (one post)	EA	4	\$350.00	\$1,400.00
21	Roadway Excavation	CY	540	\$165.00	\$89,100.00
22	Imported Borrow	CY	260	\$40.00	\$10,400.00
23	Aggregate Base (Class II, 3/4")	CY	130	\$550.00	\$71,500.00
24	Minor Hot Mix Asphalt	TON	245	\$175.00	\$42,875.00
25	Minor Concrete (Curb & Gutter)	LF	1610	\$23.00	\$37,030.00
26	Minor Concrete (Sidewalk, Ramp, Ramp Curbs)	SF	7040	\$8.50	\$59,840.00

27	Minor Concrete (Driveway, Gutter, Crosswalk, Gutter Depression)	SF	1537	\$10.50	\$16,138.50
28	Bar Reinforcing Steel (Sidewalk Retaining Stem Wall - #3 Bars)	LB	1400	\$2.50	\$3,500.00
29	Minor Concrete (Sidewalk Retaining Stem Walls)	CY	25	\$1,300.00	\$32,500.00
30	Modify Inlet	EA	1	\$4,100.00	\$4,100.00
31	Drainage Inlet-Type GO	EA	3	\$3,800.00	\$11,400.00
32	HDPE Plastic Pipe, 18"	LF	22	\$220.00	\$4,840.00
33	HDPE Plastic Pipe, 18" FES	EA	1	\$875.00	\$875.00
34	Rock Slope Protection (Class 2, Method A)	CY	4.5	\$590.00	\$2,655.00
35	Pipe Handrail	LF	80	\$95.00	\$7,600.00
36	Wood Mulch	SF	758	\$2.50	\$1,895.00
37	Roadside Signs (one post)	EA	2	\$200.00	\$400.00
38	Shoulder Backing	TON	19	\$25.00	\$475.00
39	4" Thermoplastic Pavement Stripe (Solid)	LF	132	\$2.00	\$264.00
40	6" Thermoplastic Pavement Stripe (Solid)	LF	1488	\$2.50	\$3,720.00
41	6" Thermoplastic Pavement Stripe (Broken 8-4)	LF	100	\$2.35	\$235.00
42	Pavement Marker (Retroreflective- Recessed)	EA	6	\$185.00	\$1,110.00
43	Thermoplastic Pavement Marking	SF	127	\$18.00	\$2,286.00
44	Reconstruct Survey Monument	EA	1	\$4,595.00	\$4,595.00
BID TOTAL					\$587,335.00

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Davis Bacon Act Federal Wage Determination

General Decision Number: CA170009 05/26/2017 CA9

Superseded General Decision Number: CA20160009

General Decision Number: CA170009 05/26/2017 CA9

Superseded General Decision Number: CA20160009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	01/27/2017
3	02/17/2017
4	03/31/2017
5	04/07/2017
6	04/14/2017
7	04/21/2017
8	05/05/2017
9	05/12/2017
10	05/26/2017

ASBE0016-001 01/01/2017

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,

Coatings, and Finishes to all types of mechanical systems)

Area 1.....	\$ 62.36	22.98
Area 2.....	\$ 46.96	23.10

ASBE0016-007 01/01/2017

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)

AREA 1.....	\$ 28.20	8.95
AREA 2.....	\$ 32.98	8.95

BOIL0549-002 10/01/2016

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties.	\$ 43.28	37.91
(2) Remaining Counties.....	\$ 39.68	35.71

BRCA0003-001 02/01/2017

Rates Fringes

MARBLE FINISHER.....	\$ 31.17	14.99
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BRCA0003-004 05/01/2016

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

Rates Fringes

BRICKLAYER

AREA 1.....	\$ 38.21	20.71
AREA 2.....	\$ 40.89	25.78

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per

hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 34.43	16.58
TERRAZZO WORKER/SETTER.....	\$ 42.41	26.31

BRCA0003-010 04/01/2017

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 25.08	12.97
Area 2.....	\$ 24.68	15.55
Area 3.....	\$ 27.48	15.45
Area 4.....	\$ 25.60	14.90
Tile Layer		
Area 1.....	\$ 41.81	15.62
Area 2.....	\$ 40.06	17.43
Area 3.....	\$ 45.80	17.5
Area 4.....	\$ 42.67	17.46

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
 AREA 2: Alpine, Amador
 AREA 3: Marin, Napa, Solano, Siskiyou
 AREA 4: Sonoma

BRCA0003-014 02/01/2017

	Rates	Fringes
MARBLE MASON.....	\$ 41.77	26.76

CARP0034-001 07/01/2016

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 43.65	31.40
Diver standby.....	\$ 48.61	31.40
Diver Tender.....	\$ 47.82	31.40
Diver wet.....	\$ 93.17	31.40
Manifold Operator (mixed gas).....	\$ 52.82	31.40
Manifold Operator (Standby).\$	47.82	31.40

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot

SATURATION DIVING:
 The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under

pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2016

	Rates	Fringes
Piledriver.....	\$ 44.65	31.40

CARP0035-001 08/01/2016

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 44.40	28.64
Area 3.....	\$ 39.02	28.64
Area 4.....	\$ 37.67	28.64
Drywall Stocker/Scrapper		
Area 1.....	\$ 22.20	16.57
Area 3.....	\$ 19.51	16.57
Area 4.....	\$ 18.84	16.57

CARP0035-009 07/01/2016

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 44.55	28.20

Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

CARP0035-010 07/01/2016

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 24.91	19.63
Installer II.....	\$ 21.48	19.63
Lead Installer.....	\$ 28.36	20.13
Master Installer.....	\$ 32.58	20.13
Area 2		
Installer I.....	\$ 22.26	19.63
Installer II.....	\$ 19.31	19.63
Lead Installer.....	\$ 25.23	20.13
Master Installer.....	\$ 28.86	20.13
Area 3		
Installer I.....	\$ 21.31	19.63
Installer II.....	\$ 18.54	19.63
Lead Installer.....	\$ 24.11	20.13
Master Installer.....	\$ 31.13	20.13

CARP0046-001 07/01/2016

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.67	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2016

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

CARP0152-003 07/01/2016

Amador County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

CARP0180-001 07/01/2016

Solano County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

CARP0751-001 07/01/2016

Napa and Sonoma Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

CARP1599-001 07/01/2016

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

ELEC0180-001 06/01/2016

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.97	3%+20.13
ELECTRICIAN.....	\$ 46.31	22.52

ELEC0180-003 12/01/2016

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	3%+17.55
Technician.....	\$ 39.93	3%+17.55

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 12/01/2016

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer.....	\$ 28.35	3%+14.46

Sound & Communications		
Technician.....	\$ 32.60	3%+14.46

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)
Inventory Control Systems Digital Data Systems
Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 02/01/2016

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,

SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 39.06	24.51
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2016

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 38.50	16.82

ELEC0551-004 06/01/2016

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.40	19.78

ELEC0551-005 12/01/2016

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.91
Technician.....	\$ 39.33	19.04

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2017

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.70	13.53

ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 51.09	4%+13.30
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 45.62	4%+13.30
(3) Tree Trimmer.....	\$ 32.07	4%+9.80
(4) Line Equipment Man.....	\$ 45.62	4%+9.80
(5) Powdermen, Jackhammermen.....	\$ 34.22	4%+9.80
(6) Groundman.....	\$ 31.31	4%+9.80

ELEC1245-004 06/01/2015

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 42.21	14.32
(3) Groundman.....	\$ 32.28	14.03
(4) Powderman.....	\$ 47.19	14.06

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.44	31.585

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

Rates Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.15	27.81

AREA 2:

(1) Leverman.....	\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.15	27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: Al but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1

RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44

Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cury lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,

SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-002 06/27/2016

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 20.66	10.02
LABORER (Lead Removal)		
Area A.....	\$ 30.00	21.34
Area B.....	\$ 29.00	21.34

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of

asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)

Construction Specialist		
Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66

Landscape Laborer (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....\$ 28.14	18.66
(2) Establishment Warranty Period.....\$ 21.83	18.66

Landscape Laborer (GARDENERS,

HORTICULURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....\$ 27.14	18.66
(2) Establishment Warranty Period.....\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00185-002 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

LAB00185-005 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-002 06/30/2014

MARIN COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-004 06/30/2014

MARIN COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 34.60	19.49
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GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.36	17.34

LAB00324-004 06/30/2014

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I...	\$ 27.44	19.03
Traffic Control Person II...	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-008 06/30/2014

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.36	17.34

LAB01414-005 08/03/2016

	Rates	Fringes
Plasterer tender.....	\$ 34.15	19.28
Work on a swing stage scaffold: \$1.00 per hour additional.		

PAIN0016-004 01/01/2017

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 38.87	22.83

PREMIUMS:
EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.
 INDUSTRIAL PAINTING - \$0.25 additional per hour
 [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
 over 50 feet - \$2.00 per hour additional
 100 to 180 feet - \$4.00 per hour additional
 Over 180 feet - \$6.00 per hour additional

 PAIN0016-005 01/01/2017

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 40.03	24.29

 PAIN0016-007 01/01/2017

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 32.16	18.26

SPRAY/SANDBLAST: \$0.50 additional per hour.
 EXOTIC MATERIALS: \$1.00 additional per hour.
 HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

 PAIN0016-008 01/01/2017

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 47.39	24.64

 PAIN0169-004 01/01/2017

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on

Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 45.13	26.79

* PAIN0567-001 05/01/2017

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 24.80	11.44
Spray Painter & Paperhanger.	\$ 26.04	11.44

PREMIUMS:
Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2016

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 27.30	11.94

PAIN0567-010 05/01/2017

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 29.42	12.04
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 30.92	12.04

PAIN0767-004 01/01/2017

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 34.57	25.96

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

* PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31
GROUP 3.....	\$ 29.59	16.31

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2017

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.93	20.39

PLAS0300-003 07/01/2014

	Rates	Fringes
PLASTERER		

AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas,

Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 31.41	22.26
AREA 355: Marin.....	\$ 34.75	22.26
AREA 355: Napa & Sonoma Counties.....	\$ 31.41	22.26

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.74	19.37

PLUM0038-002 07/01/2016

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) (1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 57.80	43.21
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 68.00	45.09

PLUM0038-006 07/01/2016

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 57.80	33.46

PLUM0228-001 01/01/2017

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.75	28.89

PLUM0343-001 07/01/2016

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		

Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 47.50	28.20

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

 PLUM0350-001 02/01/2015

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 30.88	11.51

 PLUM0355-001 07/01/2015

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.60	10.05

 PLUM0442-003 01/01/2017

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.00	28.39

 PLUM0447-001 07/01/2016

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER Journeyman.....	\$ 47.02	22.85

Light Commercial Work.....\$ 36.23 17.72

ROOF0081-006 08/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

Roofer.....\$ 36.08 14.90

ROOF0081-007 08/01/2015

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

Roofer.....\$ 34.00 14.80

SFCA0483-003 01/01/2017

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers).....\$ 58.72 28.07

SFCA0669-003 04/01/2017

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

SPRINKLER FITTER.....\$ 37.20 15.84

SHEE0104-006 06/27/2016

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates Fringes

Sheet Metal Worker Mechanical Contracts \$200,000 or less.....\$ 48.23 36.45 All other work.....\$ 54.58 37.08

SHEE0104-009 07/01/2016

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

Rates Fringes

SHEET METAL WORKER.....\$ 40.66 32.13

SHEE0104-010 07/01/2016

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 38.12	30.50

SHEE0104-011 07/01/2015		

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 34.15	32.98

SHEE0104-014 07/01/2016		

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 35.64	31.49

SHEE0104-019 07/01/2016		

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 30.61	30.25
Mechanical Jobs over \$200,000.....	\$ 40.66	32.13

TEAM0094-001 07/01/2016		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.63	26.66
GROUP 2.....	\$ 29.93	26.66
GROUP 3.....	\$ 30.23	26.66
GROUP 4.....	\$ 30.58	26.66
GROUP 5.....	\$ 30.93	26.66

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-

axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands the year and date first above written

TOWN OF PARADISE

STATE OF CALIFORNIA

Town Manager

Town Council

Date

CONTRACTOR

(SEAL)

Signature

Name

Title

Date

Licensed in accordance with and providing for the registration of contractors:

License No.:

Federal ID No.

DUNS Number (if applicable):

Approved as to Form:

Town Counsel

Date

**TOWN OF PARADISE
RESOLUTION NO. 17-___**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AUTHORIZING THE TOWN MANAGER OF THE TOWN OF
PARADISE OR HER DESIGNEE TO SIGN PROGRAM SUPPLEMENT
AGREEMENT NO F018 TO THE ADMINISTERING AGENCY-STATE
AGREEMENT FOR FEDERAL AID PROJECTS CORRESPONDING TO
PROJECT NO. CML 5425 (036).**

WHEREAS, the Town of Paradise has received and will continue to receive federal funds for various transportation projects and has entered into an Agency-State Agreement for Federal-Aid Projects with the California Department of Transportation; and,

WHEREAS, the State of California through its Department of Transportation (Caltrans) and Butte County Association of Governments (BCAG) administers the Federal Congestion Mitigation Air Quality (CMAQ) program and selects projects for funding; and,

WHEREAS, the Pearson Rd Bile-Ped Improvements currently has \$700,000 of Federal funds allocated to the Project; and,

WHEREAS, Caltrans provides Program Supplement Agreements in accordance with Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15 (Master Agreement), which upon full execution enables the Town of Paradise to request and receive Federal funds for certain street projects; and,

WHEREAS, Caltrans requires the Town of Paradise to execute the Program Supplement Agreement No. F018 for the Pearson Rd Bile-Ped Improvements in order to be eligible to receive Federal-Aid for eligible project costs; and,

WHEREAS, such funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

WHEREAS, the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF PARADISE AS FOLLOWS:**

Section 1. That the Town Manager of the Town of Paradise, or her designee, is hereby authorized to execute the Program Supplement Agreement No. F018 on behalf of the Town.

Section 2. The Town Clerk shall certify to the passage and adoption of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Scott Lotter, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

PROGRAM SUPPLEMENT NO. F018
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425F15

Adv Project ID **Date:** May 9, 2017
0317000145 **Location:** 03-BUT-0-PRDS
Project Number: CML-5425(036)
E.A. Number:
Locode: 5425

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 04/25/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

On north side of Pearson Road between Black Olive Drive and Academy Drive.

TYPE OF WORK: Bike Lane

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z400	\$	LOCAL	OTHER
\$702,250.00		\$700,000.00	\$0.00	\$2,250.00

TOWN OF PARADISE

STATE OF CALIFORNIA

Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation

Date _____

Division of Local Assistance

Attest _____

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  Date 5/11/17 \$700,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government 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 STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.



**TOWN OF PARADISE
Council Agenda Summary
Date: June 13, 2017**

Agenda No. 6(c)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: PD Roof Replacement & Repairs Update

COUNCIL ACTION REQUESTED:

1. None. Report is for information only.

Background:

The Paradise Police Department building, located at 5595 Black Olive Drive, historically has had water intrusion issues near aged windows and on the second floor of the building. Efforts in the prior two years have been made to replace damaged siding and awnings, however during the 2016/2017 winter, staff has made the determination that the existing conditions on the roof and of windows throughout the building cannot continue to be maintained.

During the recent 2017/2018 budget planning process, staff recommended replacement of windows, roofing and specific drywall repairs to the Town Council and Measure C Oversight Committee. Both bodies concurred that this project is necessary as a regular course of business, one which may not be able to be funded without the existence of Measure C funds.

At the April 11, 2017 Town Council meeting, Town Council asked staff to research options for the replacement of the aging, flat roof. A photo of the typical roof condition is provided below:



Analysis:

Following inspections by Public Works, Building, and local contractors, staff is recommending the complete removal and replacement of the roof in-kind. The roofing material has adequate fall for drainage and is simply in need of regular replacement. As a result, staff has assembled the following project scope:

- Remove and replace roofing (30 year warranty)
- Includes new flashings (and leak protection) for all parapets, vents, HVAC curbing units, and other vertical components
- Includes new interior parapet sheeting overlay
- Includes new metal parapet caps
- 3 windows fully replaced (includes frame and flashings)
- 10 windows retrofitted
- Minor drywall repairs

A comprehensive bid package for the entire scope of work was assembled by staff and issued to contractors on May 22, 2017 (general scope provided as an attachment to this report). Licensed Contractors (A, B or C39) may bid the project as long as the Town's insurance requirements can be met.

The Notice to Bidders issued to area contractors and regional contractor exchanges stated that bidders must attend the mandatory pre-bid meeting scheduled for June 6, 2017. Only one bidder attended the meeting.

Staff will provide an update to Council during the meeting on actions taken and current status of the project solicitation(s).

Financial Impact:

None at this time. A total of \$75,000 has been identified in the 2017/2018 budget for Council consideration using Measure C funds, a local sales tax initiative which aims to support Police, Fire, Road and Animal Control by providing funds for projects and needs.

PD ROOF REPLACEMENT & MISC. REPAIRS

Project Scope Exhibits

MANDATORY PRE-BID MEETING

5595 BLACK OLIVE DRIVE, PARADISE, CALIFORNIA

JUNE 6, 2017 AT 9:00 AM



Vicinity Map
5595 Black Olive Drive, Paradise, California

ROOF REPLACEMENT

Project Scope Exhibits

Roof Details



Roof Inspection – NW Perspective



Roof Inspection – NE Perspective



Roof Inspection – SE Perspective



Roof Inspection – SW Perspective



Roof Scope Details

- Remove and replace roofing
- 30 year warranty
- Includes new flashings (and leak protection) for all parapets, vents, HVAC curbing units, and other vertical components
- Includes new interior parapet sheeting overlay
- Includes new metal parapet caps

- Separate bid item for 1,200 SF of roof sheeting removal and replacement (may not be used based on actual conditions)
- Separate bid item for 300 SF of parapet sheeting removal and replacement (may not be used based on actual conditions)

WINDOW REPLACEMENT

Project Scope Exhibits

East Wall



South Wall



West Wall



North Wall



Window Size & Scope Key

- A. 7'10" x 5'10" – full replacement (incl. frame and flashings)
- B. 4'10" x 4'10" – full replacement (incl. frame and flashings)
- C. 8'1" x 3'1.5" – full replacement (incl. frame and flashings) *Tempered Security Glass
- D. 1'10.5" x 1'10.5" – retrofit
- E. 1'10.5" x 1'10.5" – retrofit
- F. 3'10.5" x 4'10.5" – retrofit
- G. 5'10" x 3'10.5" – retrofit
- H. 7'10" x 5'10" – retrofit
- I. 5'10.5" x 2'10" – retrofit
- J. 7'10.5" x 2'10" – retrofit
- K. 7'10.5" x 2'10" – retrofit
- L. 7'10.5" x 1'4.5" – retrofit
- M. 7'10.5" x 1'4.5" – retrofit

DRYWALL REPLACEMENTS

Project Scope Exhibits

East Stairwell

Remove and replace damaged drywall.
Includes texturing, sealing, prime and 2
coats of matching paint.

312 SF patch area

R&R Batt insulation 20 SF 6" R19
unfaced batt



Men's Upstairs Bathroom

Remove and replace damaged drywall.
Includes texturing, sealing, prime and 2
coats of matching paint.

192 SF patch area

R&R Batt insulation 40 SF 6" R19 paper
faced batt

Light hand dryway texture





1400 K Street, Suite 400 • Sacramento, California 95814
 Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2017
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May 3, 2017

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
 League of California Cities Annual Conference – September 13 – 15, Sacramento**

The League's 2017 Annual Conference is scheduled for September 13 – 15 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 1, 2017. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 13, 8:00 a.m. – 6:00 p.m.; Thursday, September 14, 7:00 a.m. – 4:00 p.m.; and Friday, September 15, 7:30 a.m.– Noon. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 1. If you have questions, please call Carly Shelby at (916) 658-8279.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2017 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 1, 2017. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 1, 2017

League of California Cities
ATTN: Carly Shelby
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: cshelby@cacities.org
(916) 658-8279



Doug Teeter

Supervisor, Fifth District
Board of Supervisors

747 Elliott Road
Paradise, California 96969

T: 530.872.6304
F: 530.872.6339

dteeter@buttecounty.net
buttecounty.net/boardofsupervisors

June 2, 2017

Town Council
Town of Paradise
555 Skyway
Paradise, CA 95969

via E-mail

RE: Request for Town of Paradise to request reopener of Oroville Dam FERC 2100 Settlement Agreement

Dear Mayor, Vice Mayor, Councilmembers and Town Manager;

I appreciate the opportunity to provide my reasoning in reopening the 2006 Settlement Agreement (“SA”) that the Town of Paradise is a party to. The SA and associated documents can be found at:

http://www.water.ca.gov/orovillerelicensing/settlement_agreement.cfm

I believe the documents are a compelling read as many communities have economic success stories related to water sports development, case in point:

<http://www.canoekayak.com/canoe/whitewaterparkspsb/#wDKjddb77G0F5Pz4.97>

The SA’s Recreation Management Plan outlines many potential future improvements, even including a whitewater park. A reopener would hopefully allow new public comment on a document done a decade ago. I’d surely ask, “Where are we with those studies and/or improvements listed?” and “What are the public’s recreation needs today?”

I support Butte County’s legal dispute with the California Department of Water Resources (“DWR”). However, I can also understand why many signed the SA. Past Mayor Sam Dresser’s reasoning on why the Town became a settling party was to have a seat at the table, represent the Town’s citizens and improve area recreation. As you may know, the County is not a Party to the agreement and therefore cannot reopen the agreement.

While there may be additional reasons to request a reopener (SA 4.15), I submit these three:

1. The effective date of the Licensee Obligations (DWR) in the agreement has not begun, as that date is tied to the Federal Energy Regulatory Commission issuing DWR a Final New Project License (SA 1.3.1). Eleven years ago, over 50 Parties signed an agreement to “resolve all issues” with a New Project License

(SA 2.1). The “issues” are over a decade old, though I imagine the spillway incident just created a whole new set of issues;

2. The SA’s monetary figures need to be adjusted to today’s dollar value (i.e. for current mitigation and construction costs). The SA’s \$61,270,000 of unescalated funds potentially paid to the Supplemental Benefits Fund (Appendix B, E 1.0) if adjusted for inflation alone would be \$75,165,339 (@1.88% annual inflation). However, I imagine today’s construction costs have exceeded the inflation rate; and
3. SA Recreation Management Plan’s Review and Revision Program (RMP) outlines the frequency for revision at annually, 6 and 12 years, respective of the component (p.7-23). “The RMP provides a vision of the desired future condition for recreation resources in the project area, establishes long-term goals and objectives for managing recreation resources in the project area, and identifies both site-specific and programmatic recreation measures to be implemented over the term of the anticipated new license. My belief is that the 11 year old “future condition” is out of date. Even if it was implemented in 2006, it would be one year away from review and revision. While many of the main recreation measures may remain unchanged, many forms of water recreation were not mainstream in 2006 (i.e. standup paddleboarding, wakesurfing, flyboarding, and hydrofoil kiteboarding). In addition, rebuilding the spillway has affected and may forever alter nearby recreation facilities.

I hope this letter will result in the Council’s direction to staff to have on your next agenda a discussion on reopening the Settlement Agreement due to “Material New Information” and “In The Public Interest”.

I look forward to your support in “truing up” the Settlement Agreement to be closer in time and value with the issuance of DWR’s license. A reopener could greatly improve recreation opportunities that will benefit the Town of Paradise, others in Butte County and visitors to the Oroville Dam facilities. Please feel free to contact me with any concerns, questions or comments.

Respectfully,

/s/

Doug Teeter

Cc Congressman LaMalfa
 Senator Nielsen
 Assymblymen Gallagher and Dahle
 Butte County Board of Supervisors