



TOWN OF PARADISE

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Management Team:

Lauren Gill, Town Manager
Dwight L. Moore, Town Attorney
Joanna Gutierrez, Town Clerk
Craig Baker, Community Development Director
Gabriela Tazzari-Dineen, Police Chief
Greg McFadden, Unit Chief, CAL FIRE/
Butte County Fire/Paradise Fire
Gina Will, Finance Director/Town Treasurer
Marc Mattox, Public Works Director/
Town Engineer

Town Council:

Greg Bolin, Mayor
Jody Jones, Vice Mayor
Steve "Woody" Culleton, Council Member
Scott Lotter, Council Member
John J. Rawlings, Council Member

TOWN COUNCIL AMENDED AGENDA

REGULAR MEETING – 6:00 PM – September 08, 2015

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Department, at 872-6291 x101 or x102 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk.

Town Council Meetings are held at the Paradise Town Hall located at 5555 Skyway, Paradise, California. Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting. The Mayor or Presiding Chair will introduce each agenda item, and following a report from staff, ask the Clerk to announce each speaker. Agendas and request cards are located outside the entrance door to the Council Chamber.

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council within 72 hours of a Regular Meeting will be available for public inspection at the Town Hall in the Town Clerk Department located at 5555 Skyway, Room 3, at the time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m. Agendas and supporting information is posted on the Town's website at www.townofparadise.com in compliance with California's open meeting laws. Click on the Agenda and Minutes button.

1. OPENING

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation
- d. Roll Call
- e. Presentation(s):
 - (1) Recognition of the Town Party in the Park Volunteers - A joint recognition by the Paradise Chamber of Commerce and "A Stitch Above"

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS – None.

3. CONSENT CALENDAR

One roll call vote will be taken for all items placed on the consent calendar.

- 3a. Approve Minutes from the August 4, 2015 Special Joint Meeting with Paradise Irrigation District and the August 11, 2015 Regular Town Council Meeting.
- 3b. Approve cash disbursements for August 2015 in the amount of \$1,065,764.58.
- 3c. Accept a \$1,000 cash donation to the Paradise Fire Department.
- 3d. Authorize the Town Manager to execute documents to purchase the Police Vehicle Emergency Equipment and Installation to Sutter Buttes Communications Inc, 445 Palora Ave., Yuba City, California 95991 for a total amount of \$41,398.30. The vehicles will be financed through a five-year lease purchase agreement approved by Council on August 11, 2015.
- 3e. Award Contract 15-12, Fire Engine Exhaust Removal Project, to Air Vacuum, Inc. of Dover, NH in the amount of their bid of \$20,511.00 and authorize the Town Manager to execute the Agreement.
- 3f. Approve an amended and restated professional services agreement with Lauren Gill for Town Manager services with an expiration date of June 30, 2020 and authorize the Mayor to execute the agreement.
- 3g. Acknowledge receipt of the 4th Quarter Investment Report for the Fiscal Year Ending June 30, 2015.
- 3h. Approve reading ordinance by title only; and, introduce Ordinance No. 557 adding Chapter 15.14 of the Town of Paradise Municipal Code relating to Expedited Permitting Procedure for Small Residential Rooftop Solar Systems.

- 3i. Authorize the Town Manager to enter into a one-year Partnership Investment with 3Core. A partnership with 3Core is a requirement for applying to EDA and other grants which could provide funding for a sewer and other projects.
- 3j. Approve Resolution No. 15-36, A Resolution of the Town Council of the Town of Paradise Approving Government Crime Policies for the Purpose of Bonding Town Officers and Employees and Establishing Policy Limits.

4. PUBLIC HEARING PROCEDURE

The Town Council has adopted the following procedure for public hearings:

- a. Staff report to Council (15 minutes total maximum)
- b. Mayor or Presiding Chair opens the hearing for public comment in the following order:
 - 1. Project proponents or in favor of (15-minute time limit)
 - 2. Project opponents or against (15-minute time limit)
 - 3. Rebuttals - when requested
(15-minute time limit or 3 minutes per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

5. PUBLIC HEARINGS

- 5a. (1) Conduct a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program; and, (2) Authorize the Town Manager to submit the CAPER to the Department of Housing and Urban Development. **(ROLL CALL VOTE)**

6. PUBLIC COMMUNICATION

This is the time for members of the audience who have completed a "Request to Address Council" card and given it to the Clerk to present items not on the Agenda. Comments should be limited to a maximum of three minutes duration. The Town Council is prohibited by State Law from taking action on any item presented if it is not listed on the Agenda.

7. COUNCIL CONSIDERATION

- 7a. Consider adopting Resolution No. 15-___, A Resolution of the Town Council of the Town of Paradise Granting Consent to the County of Butte to Form the Butte County Tourism Business Improvement District (BCTBID). **(ROLL CALL VOTE)**
- 7b. Consider awarding Contract 15-13, Pearson Road Pavement Rehabilitation Project, to Franklin Construction of Chico, California, in the amount of their bid of \$99,979.00; and, (2) Acknowledge Paradise Irrigation District's Letter of Intent dated August 27, 2015 to reimburse the

Town of Paradise for incurred pavement rehabilitation costs. **(ROLL CALL VOTE)**

7c. Consider Awarding Contract 14-05, Clark Road Safety Enhancements, to Franklin Construction of Chico, California in the amount of their bid of \$441,441.00 and authorizing the Town Manager to execute. **(ROLL CALL VOTE)**

7d. Consider (1) Adopting Resolution No. 15-___, "A Resolution of the Town Council of the Town of Paradise Declaring an Emergency and Authorizing Repair or Replacement of the Paradise Police Department Building Exterior Siding Without Observance of Public Bidding Requirements"; and, (2) Authorizing the Town Manager to execute agreements for a contractor and/or materials for the subject project. **(ROLL CALL VOTE)**

7e. Consider (1) Adopting Resolution No. 15-___, "A Resolution of the Town Council of the Town of Paradise Declaring an Emergency and Authorizing Repair or Replacement of the Guardrail on Skyway Without Observance of Public Bidding Requirements"; and, (2) Awarding Contract 15-15 Skyway Guardrail Repair to Santos Excavating in the amount of their bid of \$24,842.00 and authorizing the Town Manager and Town Attorney to execute any necessary documents. **(ROLL CALL VOTE)**

8. COUNCIL COMMUNICATION (Council Initiatives)

8a. Discuss responsibility and procedures for cleanup of roadways after traffic collisions. **(LOTTER)**

8b. Consider approving a letter of support to Representative Doug LaMalfa for H.R. 2775 regarding Remote Transaction Parity Tax.

8c. Consider designating an additional alternate voting delegate regarding the League of California Cities 2015 annual conference.

8d. Council oral reports of their representation on Committees/Commissions.

8e. Discussion of future agenda items

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports

9b. Community Development Director oral reports

10. CLOSED SESSION

10a. Pursuant to Government Code section 54956.9(a), the Town Council will hold a closed session to meet with Town Attorney Dwight Moore and Town Manager Lauren Gill relating to existing litigation as follows:

(1) Town of Paradise vs. Brandy L. Braun, Butte County Superior Court Case No. 164611.

(2) Harold Funk vs. Town of Paradise, U.S. District Court, Eastern District of California, Case No. 2:09-cv-01000-MCE-KJM.

(3) Richard Martin vs. Town of Paradise, U.S. District Court, Eastern District of California, Case No. 2:15-cv-00594-JAM-AC.

(4) Denise Russell vs. County of Butte; Town of Paradise, U.S. district Court, Eastern District of California, Case No. 2:14-cv-00694-TLN-CMK.

10b. Pursuant to Government Code section 54956.9(d)(2), the Town Council will hold a closed session to meet with Town Attorney Dwight Moore and Town Manager Lauren Gill relating to significant exposure to litigation, one potential case, concerning allegation of Brown Act violation by M. Zuccolillo.

11. ADJOURNMENT

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 / PARADISE IRRIGATION DISTRICT BOARD
SPECIAL JOINT MEETING – 6:00 PM – August 04, 2015

1. Opening

The special joint meeting of the Paradise Town Council and the Paradise Irrigation District Board was called to order by Mayor Greg Bolin who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Steve “Woody” Culleton, Jody Jones, Scott Lotter, John Rawlings and Greg Bolin, Mayor. No council member was absent.

PID BOARD MEMBERS PRESENT: Sep Carola, Larry Duncan, Doug Flesher, Bill Kellogg and Ken Hunt, President. No board members were absent.

2. Purpose Statement

The purpose of the joint meeting was to collaborate on shared issues in order to continue to maximize public resources for benefit of the citizens/ratepayers as well as to meet the Town's General Plan requirements.

3. Discussion

The following items were discussed and no action was taken on any matter.

- a. Urban Water Management Plan
- b. Drought Impacts to the Community
- c. Water Conservation
- d. Community Outreach
- e. Fire Hydrant Fund
- f. Sewer and Gray Water Systems
- g. Future mitigations related to the drought
- h. New Construction Standards
- i. Elliott Road Overlay Project

4. Adjournment

Mayor Bolin adjourned the meeting at 7:20 p.m.

Date Approved:

By: _____
Greg Bolin, Mayor

Joanna Gutierrez, CMC, Town Clerk

Kenneth G. Hunt, President

Georgeanna Borrayo, PID Board Clerk

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – August 11, 2015**

1. OPENING

The Regular Meeting of the Town Council was called to order by Mayor Bolin at 6:00 p.m. in the Town Council Chamber at 5555 Skyway, Paradise, CA. Following the Pledge of Allegiance to the Flag of the United States of America, Vice Mayor Jody Jones offered an invocation.

COUNCIL MEMBERS PRESENT: Steve “Woody” Culleton, Jody Jones, Scott Lotter, John J. Rawlings and Greg Bolin, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Joanna Gutierrez, Finance Director Gina Will, Business and Housing Services Supervisor Kate Anderson, Assistant Town Clerk Dina Volenski, Human Resources Manager Crystal Peters, Building Official/Fire Marshal Anthony Lindsey, Assistant Planner Susan Hartman, Public Works Director/Town Engineer Marc Mattox, IT Manager Josh Marquis, Police Chief Gabriela Tazzari-Dineen and North Division Chief David Hawks, Cal Fire/Paradise Fire.

1e. Presentation:

North Division Chief David Hawks and Sharon Christiansen, Bare on the Ridge, recognized the individuals and businesses responsible for donation of cameras, solar panels to power the cameras, and the labor to install equipment to ensure a 24/7 365 day a week operation of the Sawmill Peak lookout tower project. Bare on the Ridge is a non-profit organization whose volunteers plan and hold a variety of fundraising events throughout the year to help maintain the fire watch system at Sawmill Peak Lookout Tower. Sawmill Peak provides critical information to firefighters, which helps reduce the risk to life and land, and save taxpayer money. The state cut regular staff funding for Sawmill Peak in 2001. Since that time, various groups and organizations, including Bare on the Ridge, have stepped in to fill the gap. (630-20-21)

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS – None.

3. CONSENT CALENDAR

MOTION by Jones, seconded by Culleton, approved the following consent calendar items as presented by unanimous roll call vote.

- 3a. Approved Minutes from the Adjourned June 29, 2015 and Regular July 14, 2015 Town Council meetings.

- 3b. Approved cash disbursements for July 2015 in the amount of \$3,121,144.93. (310-10-30)
- 3c. Adopted Town of Paradise Resolution No. 15-30, "A Resolution of the Town of Paradise Authorizing Preparation & Submittal of Fund Applications to Cal Recycle and Other State Agencies". (940-10-28)
- 3d. (1) Awarded the 15/16 Simplivity Bid for hyper converged infrastructure and support services to the sole bidder, Optitec Systems, in the amount of \$92,992.02; and, (2) Authorized the Town Manager to execute the documents necessary to purchase the (3) Simplivity CN2200 appliances and the five-year Gold Support. (510-20-106 & 380-45-53)

Simplivity is a hardware and software vendor that specializes in delivering hyper converged infrastructure. This infrastructure will enable IT staff to further consolidate the Fire and Police (FDPD) and Town Hall (TH) sites for many years.

- 3e. (1) Approved appropriate budget adjustments for automobile purchase, and; (2) Authorized the Police Department to award the Volunteers in Police Service (VIPS) SUV Vehicle Bid (One 2014 Dodge Journey Utility Vehicle) to Red Bluff Dodge, 545 Adobe Road, Red Bluff, CA 96080, and; (3) Authorized the Town Manager to arrange financing for the remaining \$8,877 (either through lease purchase or through the Town of Paradise loaning the funds). (340-40-14, 380-45-53 & 480-35-02)

The purchase of a VIPS vehicle will have no impact on the General Fund. The VIPS currently have \$15,000 to use as a down payment, and the remaining \$8,877 (includes light bar) plus fees and interest would be paid by the VIPS donation fund in the form of a 5 year lease/purchase plan payment. The financing would either be added to the proposed lease purchase detailed in a separate staff report or loaned by the Town of Paradise with the same lease purchase terms.

- 3f. Authorized the award of the Police Patrol Vehicle Bid (Three 2016 Ford Interceptor Utility Vehicles) to Downtown Ford, 525 North 16th St., Sacramento, CA 95811; and, authorized the Town Manager to execute documents necessary for the purchase of the vehicles. Downtown Ford is the low bidder at \$28,066.25 for each vehicle - \$84,198.75 for three vehicles. (380-45-53, 340-40-14 & 480-35-02)
- 3g. (1) Authorized the Police Department to award the Police Unmarked Investigation Vehicle Bid (Two 2014 Dodge Journey Utility Vehicles) to Red Bluff Dodge, 545 Adobe Road, Red Bluff, CA 96080. Red Bluff Dodge is the low bidder at \$21,377.00 (or \$42,754.00 for two vehicles; AND, (2) Authorized the Town Manager to execute the necessary document to purchase the vehicles. (380-45-53, 340-40-14 & 480-35-02)

- 3h. Authorized the Town Manager to execute the documents necessary to order and purchase a Type 1 Pierce fire engine. The total cost of the engine is \$487,550.00 and will be paid for by lease purchase. (380-45-53 & 440-30-04)
- 3i. (1) Approved Resolution No. 15-31, A Resolution of the Town of Paradise Certifying to the County of Butte the Validity of the Legal Process Used to Place Direct Charges (Special Assessments) on the Secured Tax Roll; (2) Authorized the Town Manager and Finance Director to approve direct charge (special assessment) changes; and, (3) Authorized the Town Manager to execute an agreement with Butte County for continued services related to the direct assessments on the property tax roll. (395-70-13, 540-10-20, 550-40-51 & 510-20-107)

4. PUBLIC HEARING PROCEDURE

Mayor Bolin informed the public of the Town Council adopted public hearing procedure.

5. PUBLIC HEARINGS

- 5a. Following a report from Assistant Planner Hartman regarding the official request for a change to the name of a private road from Derrough Lane to Sir Court, Mayor Bolin opened the public hearing at 6:23 p.m. There were no speakers for or against the matter and Mayor Bolin closed the public hearing at 6:23 p.m.

MOTION by Lotter, seconded by Rawlings, adopted Resolution No. 15-32, "A Resolution of the Town Council of the Town of Paradise Officially Changing the Name of a Certain Private Road (Derrough Lane) located in the Town of Paradise to be Henceforth Named: Sir Court." Roll call vote was unanimous. (950-65-06)

- 5b. Following a report from Public Works Director/Town Engineer Marc Mattox regarding the recommendation to file CEQA exemptions on three Capital Improvement Projects, Mayor Bolin opened the public hearing at 6:29 pm.

1. Jon Remalia stated that his concern is that the speed of traffic might increase if the Cypress Curve is straightened out, that the curve currently slows traffic.

Mayor Bolin closed the public hearing at 6:30 p.m.

MOTION by Rawlings, seconded by Lotter, concurred with staff recommendation and authorized the filing of California Environmental Quality Act Notice of Exemptions for the following projects:

(1) Cypress Curve Realignment Project - Clark Road between Adams Road and Kimberly Lane Road rehabilitation and realignment for purposes of safety; (2) Pearson Rd Shoulder Widening Project - Pearson Road between Clark Road and Pentz Road rehabilitation and shoulder widening for purposes of installing bicycle lanes and safety; and, (3) Clark Road

Safety Enhancements - Clark Road between Bille Road and Wagstaff Road rehabilitation and re-striping for the purposes of safety. Roll call vote was unanimous. (950-40-21, 950-40-23 & 950-40-24)

6. PUBLIC COMMUNICATION – Non Agenda Items

1. Jerry Smith, retired Butte County Sheriff, representative of the Butte County Fair, appointed by Fifth District Supervisor Doug Teeter, invited the Town Council to the fair and to the Butte County Fair Board business meeting on August 27, 2015.
2. Michael Zuccolillo addressed Council regarding his removal from the Paradise Planning Commission, alleged violation of the Brown Act relating to his removal, and asked for the Town Council Members' resignations. Mr. Zuccolillo provided a written copy of his presentation to the Town Council and to the Town Clerk to be retained for the public record.

7. COUNCIL CONSIDERATION

- 7a. **MOTION by Lotter, seconded by Rawlings**, approved Resolution No. 15-33, A Resolution of the Town Council of the Town of Paradise authorizing the execution and delivery of a lease with option to purchase, and authorizing certain actions in connection therewith; and, approve recommended budget adjustments outlined under the financial impact section of this report. Approval will result in the lease purchase of computer hardware, IT infrastructure and public safety vehicles. Roll call vote was unanimous. (380-45-53)
- 7b. **MOTION by Jones, seconded by Culleton**, adopted Resolution 15-34, A Resolution of the Town of Paradise Authorizing and Approving the Borrowing of Funds for Fiscal Year 2015-2016, the Issuance and Sale of a 2015-2016 Tax and Revenue Anticipation Note Therefore, and Approving Certain Other Actions Related thereto. Roll call vote was unanimous. Approval authorizes an amount not to exceed \$2.5 million at a fixed interest rate of 1.35% for ten (10) months. (350-40-16)

Following a report by Public Works Director/Town Engineer Marc Mattox on the engineering services for Pearson Road Safe Routes to School Connectivity Project, Mayor Bolin called for public comment.

1. Ward Habriel stated that he would like the funding for Pearson Road Safe Routes to School Project to be applied to other roads that are in worse shape.
2. Thomas Wahl stated that the storm drain and entire corner near his home on Pearson is a problem for him, that the new sidewalk will be one-foot from his property line, that the Town permitted his neighbor's project and created problem for his property.

- 7c. **MOTION by Culleton, seconded by Jones,** (1) Concurred with staff's recommendation of NorthStar Engineering to perform engineering services for the Pearson Rd SR2S Connectivity Project; (2) Approved a Professional Services Agreement with NorthStar Engineering in the amount of \$166,385.01 and authorized the Town Manager to execute; and, (3) Authorized the Town Manager to execute additional work orders up to 10% of the contract amount. Roll call vote was unanimous. The professional services agreement and respective services will be 100% funded by the State Active Transportation Program. (510-20-108 & 950-40-25)
- 7d. Following a report from Public Works Director/Town Engineer Marc Mattox regarding the Clark Road Safety Enhancements project, Mayor Bolin called for public comment cards.

1. Ward Habriel stated that he objects to expenditure of tax money at this intersection when there are other roads in greater states of disrepair.
2. Jon Remalia asked questions relating to funding sources for the project and type of equipment that will be used for the repair and if there is a chance that Elliott Road could be addressed when the construction equipment is in the area.
3. Brenton Stockwell asked how the construction will affect businesses in the area and that he supports the project.

MOTION by Culleton, seconded by Jones, adopted Resolution No. 15-35, A Resolution of the Town Council of the Town of Paradise approving the Plans and Specifications for the Clark Road Safety Enhancements and Authorizing Advertisement for Bids on the Project. Roll call vote was unanimous. (950-40-24)

8. COUNCIL COMMUNICATION (Council Initiatives)

- 8a. Consider direction to staff regarding extension of the Northern Recycling and Waste Services (NRWS) Franchise Agreement for solid and vegetative waste removal and recycling, specifically including a 15-year extension, review of agreement provisions and notice requirements.
(CULLETON)

Council Member Culleton stated that he placed this item on the agenda as he believes there is cause to act sooner than later in addressing the provision in the contract with NRWS that provides for an automatic three-year extension, and asked Council to direct a work effort from staff to review the terms of the renewal, to determine if a notice to the ratepayers and/or a local code amendment will be necessary.

Council concurred to direct the staff, along with the Mayor and Vice Mayor, to meet with NRWS staff with regard to the franchise renewal process.

1. Ward Habriel stated that the Town should be very proud of what has been accomplished by NRWS, as everything being done is for the good of the Town, that he supports a 15-year extension, and that Paradise made the 50% waste

reduction to the landfill long before any other jurisdiction, and that the California Integrated Waste Management Board is considering a 75% reduction mandate.

2. Loren Harvey asked if the contract is extended to a sole provider, how will the costs be controlled, that the Town receives a quarter of a million dollars from the franchise, and he is concerned that there is no competition.

8b. Council oral reports of their representation on Committees/Commissions.

Vice Mayor Jones is working on a presentation to the Chico City Council relating to a wastewater solution for the Town of Paradise that could involve the City of Chico.

Council Member Culleton reported that the Dutch Oven Cook-off for the benefit of the Gold Nugget Museum was a success netting \$2,000 for the museum and the Boys and Girls Club.

Council Member Lotter hosted a K-9 Training at his Cinema Seven theatre, that trainers from CCSI, Tehama County and Willows were present; that he went on a CALFIRE ride along and toured the command center and viewed pictures taken by the Sawmill Peak ForestWatch cameras and Chico Air Tac Base; and, attended the Dutch Over Cook-off.

Council Member Rawlings attended an animal control meeting which is refocusing on sustainability of the operation; the agenda setting meeting in the Manager's office; the joint meeting with Paradise Irrigation District; several evenings at Party in the Park as a town representative; and the BCAG and the BCAQMD meetings as the alternate.

Mayor Bolin attended the K-9 training and thanked Council Member Lotter for providing the training venue; and, informed Council that Alliance Kingdom Builders (AKB) will be painting the fire station.

8c. Discussion of future agenda items

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports – None

9b. Community Development Director oral reports

Assistant Planner Susan Hartman provided a project update as follows:

- Two new businesses established at Liberty Plaza: Kaia Fit and a boxing gym
- Pheasant Commons working towards Certificates of Compliance by September 1st for three of the five building units
- Verizon cell tower at Extra Storage on Elliott
- St. Thomas More request to modify a use permit to add a fifth module
- Hunter-Hanosh dental facility being established on Skyway behind Holiday – Public hearing is set for the Planning Commission to consider a request to modify setback line by two feet.

- Online submittal of onsite evaluations has ‘gone live’ but is not mandatory
- Code enforcement has served a 30-day public nuisance abatement notice on property located at Nunneley and Sawmill and the owners are responsive.

10. CLOSED SESSION

At 8:03 p.m. Mayor Bolin announced that the Town Council would recess to closed session for the following:

- 10a. Pursuant to Government Code Section 54956.9(d)(1), the Town Council will hold a closed session with Town Attorney Dwight Moore and Town Manager Lauren Gill pertaining to the following existing litigation: Town of Paradise vs. Brandy L. Braun, Butte County Superior Court Case No. 164611.
- 10b. Pursuant to Government Code section 54957, the Town Council will hold a closed session relating to performance evaluation of Town Manager.

Town Clerk Gutierrez and Town Attorney Moore exited the closed session at 8:20 p.m. Attorney Moore announced that the following action was taken in closed session:

MOTION by Lotter, seconded by Culleton, authorized the Town Manager and the Town Attorney to execute the “Agreement to Settle Pending Petition for the Appointment of a Receiver to Abate Public Nuisances and State Housing Law Violations on Real Property that Substantially Endanger the Health and Safety of the Residents and Public”. Roll call vote was unanimous.

Mayor Bolin reconvened the meeting at 9:35 p.m. and announced that the following action was taken in closed session:

Council concurred unanimously to extend the term of the Professional Services Agreement with Lauren Gill for Town Manager Services by four years, expiring June 30, 2020, and directed Town Manager Lauren Gill to bring forward an amended and restated professional services agreement to the September 8, 2015 Council Meeting as a consent calendar item.

11. ADJOURNMENT

Mayor Bolin adjourned the meeting at 9:35 p.m.

Date approved:

By: _____
Greg Bolin, Mayor

Joanna Gutierrez, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
AUGUST 1, 2015 - AUGUST 31, 2015

August 1, 2015 - August 31, 2015

Check Date	Pay Period End	DESCRIPTION	AMOUNT
08/14/15	08/09/15	Net Payroll - Direct Deposits & Checks	\$121,788.69
08/28/15	08/23/15	Net Payroll - Direct Deposits & Checks	\$109,649.27
TOTAL NET WAGES PAYROLL			\$231,437.96

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$256,074.23
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$578,252.39
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$834,326.62</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,065,764.58</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: 8/1/2015 - To Payment Date: 8/31/2015

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>									
62927	08/03/2015	Open			Accounts Payable	BRUNO, SHERRY	\$118.37		
62928	08/03/2015	Open			Accounts Payable	BUZZARD , CHRIS	\$741.23		
62929	08/03/2015	Open			Accounts Payable	DERR, PAUL	\$425.25		
62930	08/03/2015	Open			Accounts Payable	DINSMORE, WESLEY	\$620.75		
62931	08/03/2015	Open			Accounts Payable	HAUNSCHILD, MARK	\$424.55		
62932	08/03/2015	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
62933	08/03/2015	Open			Accounts Payable	HOUSEWORTH, JERILYN	\$170.85		
62934	08/03/2015	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
62935	08/03/2015	Open			Accounts Payable	MOORE, DWIGHT, L.	\$13,800.00		
62936	08/03/2015	Open			Accounts Payable	SBA Monarch Towers III LLC	\$121.67		
62937	08/03/2015	Open			Accounts Payable	WEGENER, WILL	\$331.21		
62938	08/03/2015	Open			Accounts Payable	WESTAMERICA BANK	\$30,354.00		
62939	08/06/2015	Open			Accounts Payable	A Stitch Above Embroidery & Shirt Printing	\$32.64		
62940	08/06/2015	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$32.00		
62941	08/06/2015	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
62942	08/06/2015	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$170.35		
62943	08/06/2015	Open			Accounts Payable	ALHAMBRA	\$71.27		
62944	08/06/2015	Open			Accounts Payable	ANDORA MEDIA	\$46.11		
62945	08/06/2015	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$62.01		
62946	08/06/2015	Open			Accounts Payable	AT&T	\$106.67		
62947	08/06/2015	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$204.21		
62948	08/06/2015	Open			Accounts Payable	AT&T LONG DISTANCE	\$31.30		
62949	08/06/2015	Open			Accounts Payable	AT&T MOBILITY	\$54.00		
62950	08/06/2015	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$17.13		
62951	08/06/2015	Open			Accounts Payable	AT&T/CAL NET 2	\$2,102.54		
62952	08/06/2015	Open			Accounts Payable	Ayala, Manuel	\$156.82		
62953	08/06/2015	Open			Accounts Payable	Azco Supply Inc	\$331.56		
62954	08/06/2015	Open			Accounts Payable	Bear Electric Solutions	\$1,425.00		
62955	08/06/2015	Open			Accounts Payable	BOLIN, GREG	\$87.36		
62956	08/06/2015	Open			Accounts Payable	Bomgar Corporation	\$4,600.57		
62957	08/06/2015	Open			Accounts Payable	CHOICE PROPERTY SERVICES	\$205.00		
62958	08/06/2015	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$158.00		
62959	08/06/2015	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$514.93		
62960	08/06/2015	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$173,233.68		
62961	08/06/2015	Open			Accounts Payable	DON'S SAW & MOWER	\$130.10		
62962	08/06/2015	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$6,988.17		
62963	08/06/2015	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$81.00		
62964	08/06/2015	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$1,584.00		
62965	08/06/2015	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		
62966	08/06/2015	Open			Accounts Payable	Goodyear Tire & Rubber Company	\$2,054.11		
62967	08/06/2015	Open			Accounts Payable	Heartland Services, Inc.	\$496.37		
62968	08/06/2015	Open			Accounts Payable	HUNTERS PEST CONTROL	\$110.00		

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2015 - To Payment Date: 8/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
62969	08/06/2015	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$3,850.59		
62970	08/06/2015	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$714.67		
62971	08/06/2015	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$200.00		
62972	08/06/2015	Open			Accounts Payable	Johnston, Sarah	\$37.00		
62973	08/06/2015	Open			Accounts Payable	KEN'S HITCH & WELDING	\$25.00		
62974	08/06/2015	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$470.40		
62975	08/06/2015	Open			Accounts Payable	Law Office of Gregory P. Einhorn	\$1,470.00		
62976	08/06/2015	Open			Accounts Payable	MCDONALD CONSTRUCTION	\$2,731.93		
62977	08/06/2015	Open			Accounts Payable	MID VALLEY TERMITE	\$145.00		
62978	08/06/2015	Voided	Incorrect Vendor	08/19/2015	Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
62979	08/06/2015	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$499.00		
62980	08/06/2015	Open			Accounts Payable	Nesci Appraisal Service	\$375.00		
62981	08/06/2015	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$40,258.91		
62982	08/06/2015	Open			Accounts Payable	NWN Corporation	\$5,447.80		
62983	08/06/2015	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$188.78		
62984	08/06/2015	Open			Accounts Payable	OROVILLE FORD	\$58.22		
62985	08/06/2015	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$186.45		
62986	08/06/2015	Open			Accounts Payable	PARADISE GARDEN CENTER	\$77.76		
62987	08/06/2015	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$804.40		
62988	08/06/2015	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMUNITY MEDIA	\$503.04		
62989	08/06/2015	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMUNITY MEDIA	\$79.63		
62990	08/06/2015	Open			Accounts Payable	PARADISE SCREEN PRINT	\$189.00		
62991	08/06/2015	Open			Accounts Payable	PARADISE TRANSMISSIONS	\$176.10		
62992	08/06/2015	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,440.00		
62993	08/06/2015	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$270.00		
62994	08/06/2015	Open			Accounts Payable	PLATT	\$342.72		
62995	08/06/2015	Open			Accounts Payable	R & R Construction	\$2,410.00		
62996	08/06/2015	Open			Accounts Payable	R.D. Robbins Construction	\$1,507.00		
62997	08/06/2015	Open			Accounts Payable	ROWE, STEVE	\$31.17		
62998	08/06/2015	Open			Accounts Payable	Rubicon Communications Org DBA Netgate	\$3,750.10		
62999	08/06/2015	Open			Accounts Payable	SHERWIN-WILLIAMS - CHICO	\$433.13		
63000	08/06/2015	Open			Accounts Payable	SKYWAY AUTO TUNE	\$135.00		
63001	08/06/2015	Open			Accounts Payable	Stier, Richard	\$280.00		
63002	08/06/2015	Open			Accounts Payable	SUNN APPRAISAL	\$350.00		
63003	08/06/2015	Open			Accounts Payable	The Door Company	\$962.00		
63004	08/06/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$147.19		
63005	08/06/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$252.26		
63006	08/06/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$24.98		
63007	08/06/2015	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
63008	08/06/2015	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$1,026.56		
63009	08/06/2015	Open			Accounts Payable	UNITED RENTALS, INC.	\$7,887.59		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2015 - To Payment Date: 8/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
63010	08/06/2015	Open			Accounts Payable	VALLEY CLINICAL & CONSULTING SERVICES	\$450.00		
63011	08/06/2015	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$1,400.00		
63012	08/06/2015	Open			Accounts Payable	Western Pacific Signal, LLC	\$4,979.82		
63013	08/06/2015	Open			Accounts Payable	BLOOD SOURCE	\$59.00		
63014	08/06/2015	Open			Accounts Payable	Met Life	\$8,529.97		
63015	08/06/2015	Open			Accounts Payable	OPERATING ENGINEERS	\$616.00		
63016	08/06/2015	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,425.53		
63017	08/06/2015	Open			Accounts Payable	SUN LIFE INSURANCE	\$3,867.61		
63018	08/06/2015	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$698.06		
63019	08/06/2015	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$165.00		
63020	08/10/2015	Open			Accounts Payable	JOURNYX, INC.	\$2,499.75		
63021	08/14/2015	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$800.00		
63022	08/14/2015	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$402.52		
63023	08/20/2015	Open			Accounts Payable	A-BETTER PEST CONTROL CO.	\$95.00		
63024	08/20/2015	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$48.00		
63025	08/20/2015	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$402.00		
63026	08/20/2015	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$62.01		
63027	08/20/2015	Open			Accounts Payable	AT&T	\$1,033.05		
63028	08/20/2015	Open			Accounts Payable	Ayala, Manuel	\$1,020.00		
63029	08/20/2015	Open			Accounts Payable	Azco Supply Inc	\$406.24		
63030	08/20/2015	Open			Accounts Payable	BATTERIES PLUS	\$88.13		
63031	08/20/2015	Open			Accounts Payable	Bertagna, Steve	\$91.50		
63032	08/20/2015	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$40,000.00		
63033	08/20/2015	Open			Accounts Payable	Big O Tires	\$177.00		
63034	08/20/2015	Open			Accounts Payable	BUTTE CO PUBLIC WORKS	\$10,727.73		
63035	08/20/2015	Open			Accounts Payable	BUTTE CO RECORDER	\$51.00		
63036	08/20/2015	Open			Accounts Payable	BUTTE COUNTY PUBLIC HEALTH - OROVILLE	\$831.00		
63037	08/20/2015	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$2,530.75		
63038	08/20/2015	Open			Accounts Payable	CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	\$1,477.11		
63039	08/20/2015	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$645.00		
63040	08/20/2015	Open			Accounts Payable	Capital One Public Funding	\$45,526.83		
63041	08/20/2015	Open			Accounts Payable	COMCAST CABLE	\$83.89		
63042	08/20/2015	Open			Accounts Payable	COMCAST CABLE	\$303.89		
63043	08/20/2015	Open			Accounts Payable	COMCAST CABLE	\$288.89		
63044	08/20/2015	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$150.00		
63045	08/20/2015	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$225.65		
63046	08/20/2015	Open			Accounts Payable	DLT SOLUTIONS, INC.	\$1,014.03		
63047	08/20/2015	Open			Accounts Payable	DON'S SAW & MOWER	\$56.14		
63048	08/20/2015	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$2,122.12		
63049	08/20/2015	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$282.00		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2015 - To Payment Date: 8/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
63050	08/20/2015	Open			Accounts Payable	Intersect	\$84.95		
63051	08/20/2015	Open			Accounts Payable	EXPRESS LUBE & OIL, ,	\$22.95		
63052	08/20/2015	Open			Accounts Payable	FERGUSON ENTERPRISES INC	\$30.37		
63053	08/20/2015	Open			Accounts Payable	Gates, Matthew	\$363.00		
63054	08/20/2015	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$505.81		
63055	08/20/2015	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$6,123.35		
63056	08/20/2015	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$704.86		
63057	08/20/2015	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$500.00		
63058	08/20/2015	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$910.20		
63059	08/20/2015	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$427.85		
63060	08/20/2015	Open			Accounts Payable	JOHNNY'S LOCK & SAFE	\$216.40		
63061	08/20/2015	Open			Accounts Payable	KEN'S HITCH & WELDING	\$25.00		
63062	08/20/2015	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$242.43		
63063	08/20/2015	Open			Accounts Payable	LES SCHWAB TIRE CENTER - CDD/PW	\$61.56		
63064	08/20/2015	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$345.60		
63065	08/20/2015	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
63066	08/20/2015	Open			Accounts Payable	Loyal Order of Moose #2227	\$400.00		
63067	08/20/2015	Open			Accounts Payable	MANN, URRUTIA, NELSON, CAS & ASSOC, LLP	\$12,000.00		
63068	08/20/2015	Open			Accounts Payable	NATIONAL PUBLIC SAFETY INFORMATION BUREAU	\$144.00		
63069	08/20/2015	Open			Accounts Payable	NORMAC INC	\$125.69		
63070	08/20/2015	Open			Accounts Payable	NORTH STATE RENDERING INC	\$60.00		
63071	08/20/2015	Open			Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$61.11		
63072	08/20/2015	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$6,773.99		
63073	08/20/2015	Open			Accounts Payable	O'REILLY AUTO PARTS	\$85.23		
63074	08/20/2015	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$714.05		
63075	08/20/2015	Open			Accounts Payable	OROVILLE FORD	\$171.55		
63076	08/20/2015	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$11,517.16		
63077	08/20/2015	Open			Accounts Payable	PARADISE GARDEN CENTER	\$77.76		
63078	08/20/2015	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$60.59		
63079	08/20/2015	Open			Accounts Payable	Patrick O'Hara Construction	\$190.00		
63080	08/20/2015	Open			Accounts Payable	RE CONSTRUCTION	\$1,457.20		
63081	08/20/2015	Open			Accounts Payable	RE CONSTRUCTION	\$6,525.00		
63082	08/20/2015	Open			Accounts Payable	Riebes Auto Parts	\$138.11		
63083	08/20/2015	Open			Accounts Payable	RON'S WHEEL & BRAKE	\$1,053.91		
63084	08/20/2015	Open			Accounts Payable	SIERRA HEATING & AIR CONDITIONING	\$180.00		
63085	08/20/2015	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$10.00		
63086	08/20/2015	Open			Accounts Payable	SKYWAY AUTO TUNE	\$344.23		
63087	08/20/2015	Open			Accounts Payable	Speedo Check	\$396.00		
63088	08/20/2015	Open			Accounts Payable	STATEWIDE TRAFFIC SAFETY & SIGNS	\$902.75		
63089	08/20/2015	Open			Accounts Payable	SUN RIDGE SYSTEMS, INC.	\$1,460.00		

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2015 - To Payment Date: 8/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
63090	08/20/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$33.62		
63091	08/20/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$16.01		
63092	08/20/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$4.29		
63093	08/20/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$38.81		
63094	08/20/2015	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$13.81		
63095	08/20/2015	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$568.45		
63096	08/20/2015	Open			Accounts Payable	VERIZON WIRELESS	\$294.62		
63097	08/20/2015	Open			Accounts Payable	VERIZON WIRELESS	\$1,305.72		
63098	08/20/2015	Open			Accounts Payable	VERIZON WIRELESS	\$287.60		
63099	08/20/2015	Open			Accounts Payable	VistaNet inc.	\$4,344.61		
63100	08/20/2015	Open			Accounts Payable	VULCAN MATERIALS COMPANY	\$90.50		
63101	08/20/2015	Open			Accounts Payable	WAYNE MURPHY	\$8,700.00		
63102	08/20/2015	Open			Accounts Payable	WAYNE MURPHY	\$11,455.00		
63103	08/20/2015	Open			Accounts Payable	WAYNE MURPHY	\$13,370.00		
63104	08/20/2015	Open			Accounts Payable	WILKEY, PO, JOHN	\$91.50		
63105	08/20/2015	Open			Accounts Payable	WITTMER AUTO CENTER	\$2,069.55		
63106	08/20/2015	Open			Accounts Payable	WRIGHT, ROBERT	\$671.00		
63107	08/20/2015	Open			Accounts Payable	Sir, Oliver	\$83.77		
63108	08/28/2015	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$800.00		
63109	08/28/2015	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$402.52		
63110	08/31/2015	Open			Accounts Payable	Santander Leasing LLC	\$35,915.70		
Type Check Totals:									
EFT									
184 Transactions							\$637,018.60		

342	08/06/2015	Open			Accounts Payable	CALPERS	\$118,797.91		
343	08/14/2015	Open			Accounts Payable	CALPERS - RETIREMENT	\$26,843.95		
344	08/14/2015	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$6,211.84		
345	08/14/2015	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,877.91		
346	08/14/2015	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$24,459.22		
347	08/28/2015	Open			Accounts Payable	CALPERS - RETIREMENT	\$26,763.66		
348	08/28/2015	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,672.66		
349	08/28/2015	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,888.05		
350	08/28/2015	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$19,792.82		
Type EFT Totals:									
9 Transactions							\$237,308.02		

AP - US Bank TOP AP Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	183	\$597,018.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$40,000.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	184	\$637,018.60	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$237,308.02	\$0.00

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2015 - To Payment Date: 8/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled		\$0.00	\$0.00	
					Voided		\$0.00	\$0.00	
					Total		\$237,308.02	\$0.00	
<hr/>									
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	192	\$834,326.62	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$40,000.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	193	\$874,326.62	\$0.00	
<hr/>									
Grand Totals:									
					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	183	\$597,018.60	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$40,000.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	184	\$637,018.60	\$0.00	
					EFTs				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	9	\$237,308.02	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	9	\$237,308.02	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	192	\$834,326.62	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$40,000.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	193	\$874,326.62	\$0.00	



**TOWN OF PARADISE
Council Agenda Summary
Date: September 8, 2015**

Agenda No. 3(c)

ORIGINATED BY: Joanna Gutierrez, CMC, Town Clerk
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: Donation to the Paradise Fire Department

COUNCIL ACTION REQUESTED: Accept the cash donation from Kay Strawn and Tom Gale to the Paradise Fire Department in the amount of \$1,000.

Background: On August 19, 2015, the Town Clerk received a donation from Kay Strawn and Tom Gale in the amount of \$1,000 for the Paradise Fire department.

Discussion: The Town Council's resolution provides for the formal presentation and acceptance of donations made to the Town of Paradise at a public meeting. The process provides a tax record for the citizen or organization as well as clear direction to the finance director to deposit such donations to specific accounts as requested by donor(s).

As such, the Council is requested to accept the \$1,000 donation to the Paradise Fire Department and to direct the deposit be made to the appropriate fire department services account.

Fiscal Impact Analysis: The donation will increase the funding of fire department services in the amount of \$1,000.00.



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: September 8, 2015**

AGENDA ITEM: 3(d)

ORIGINATED BY: Gabriela Tazzari-Dineen, Chief of Police

REVIEWED BY: Lauren Gill, Town Manager

COUNCIL ACTION REQUESTED:

- (1) Authorize the Town Manager to execute documents to purchase the Police Vehicle Emergency Equipment and Installation of Equipment to Sutter Buttes Communications Inc, 445 Palora Ave., Yuba City, California 95991 .

ALTERNATIVES:

Refer the Vehicle Emergency Equipment and Installation Plan back to Staff for further development.

BACKGROUND:

On the August 11, 2015, Council Meeting, Town Council approved the purchase of three 2016 Ford Interceptor Utility Vehicles. Historically the Police Department has reused emergency equipment from decommissioned police vehicles to equip new vehicles. This year; however, some of the old equipment (now third generation) will not fit the new vehicles and other pieces of equipment are becoming unserviceable; as such this requires the purchase and installation of new equipment.

Requests for Proposals were sent out with a bid opening date of August 25, 2015, at 1pm. On August 25, 2015, at 1pm the bids were opened in the council chambers. The results of the bid process are attached. Sutter Butte Communications Inc. was the lowest bid which matched the given specification of the equipment at \$41,398.30 for three vehicles (\$13,799.43 per vehicle). There was one lower bid, but the equipment did not meet the required specifications of the equipment requested.

DISCUSSION:

The requested equipment is required for the new police vehicles as the old equipment will not fit the new vehicles and/or have become unserviceable. We are in the fortunate position, due to the passing of Measure "C", to purchase new equipment for our new police vehicles.

FINANCIAL IMPACT:

The purchase of the vehicle emergency equipment and installation for the three vehicles will cost a total of \$41,398.30, which will be paid by the five (5) year municipal lease approved at the last Town Council meeting. The lease payment will be funded by Measure C funds and not from Police General Fund expenditure accounts.

BID SUMMARY GENERAL

PROJECT NAME: **EMERGENCY EQUIPMENT TO BE INSTALLED IN 3 2016 FORD POLICE INTERCEPTOR UTILITY VEHICLES**

OPENING DATE: **AUGUST 25, 2015 @ 1:00 P.M.**

LOCATION: **TOWN CLERK'S OFFICE**

CONTRACTOR Name of Bidder	BASE BID	Alternate 1 (If Applicable)	Alternate 2 (If Applicable)
<i>Sutter Buttes Communications, Inc Yuba City, CA</i>	<i>41,398.30</i>		
<i>COP SHOP Installation, Inc. Yuba City, CA</i>	<i>42,511.67</i>		
<i>COP SHOP Installation, Inc. Yuba City, CA</i>	<i>35,616.90</i>		

Present at Opening: *1pm 8-25-2015*
 - *Al Billington*
 - *Joanna Gutierrez*



TOWN OF PARADISE
Council Agenda Summary
Date: September 8, 2015

Agenda No. 3 (e)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Fire Station Exhaust Removal Contract Award (Measure C)

COUNCIL ACTION REQUESTED:

1. Award Contract 15-12, Fire Engine Exhaust Removal Project, to Air Vacuum, Inc. of Dover, NH in the amount of their bid of \$20,511.00 and authorize the Town Manager to execute the agreement.

Background:

Paradise Fire Stations 81 and 82 are in need of diesel exhaust removal system to prevent exposure to diesel exhaust from fire apparatus and other diesel powered vehicles. Both the apparatus bays and the living quarters are affected due to the living quarters being attached to the apparatus bays. The proposed system will remove the toxins from the apparatus bays and create a negative pressure in the apparatus bay, thereby preventing flow of the toxins into the living quarters. The proposed systems will make for a safer working environment by helping to ensure workers are not exposed to diesel exhaust health hazards. The below paragraphs are direct quotes from The California Department of Health Services Occupational Health Branch and speak directly to the hazards of diesel exhaust.

Diesel Engine exhaust is a mixture of thousands of different gases and tiny particles. These particles include polycyclic aromatic hydrocarbons (PAHs) and metals such as nickel and arsenic (these are known to cause human cancer). Most diesel particles are small enough to be inhaled deep into the lungs, where they pose the greatest hazard. Diesel exhaust contains 20 times more particles than gasoline exhaust does. Some of the toxic gases in diesel exhaust are nitrogen oxides, sulfur oxides, and carbon monoxide.

Long-term exposure to diesel exhaust particles poses the highest risk of any toxic air contamination evaluated by California's Office of Environmental Health Hazard Assessment. On average, long-term occupational exposures to diesel exhaust are associated with a 40 percent increase in the relative risk of lung cancer. California's Air Resources Board (CARB) estimates that 70 percent of the cancer risk that the average Californian faces from breathing toxic air contaminants stems from diesel exhaust particles. Diesel exhaust also causes lung diseases such as asthma, and it may damage the immune system, increasing the risk of allergies.

Analysis:

On July 30, 2015, Town of Paradise staff issued a formal Notice to Bidders for Fire Engine Exhaust Removal Project. The project work description is as follows:

Perform all necessary work to Fire Station #81 and #82, including installation of complete fire engine exhaust removal system to meet 2013 Edition NFPA 1500 9-1.5, OSHA, NIOSH, and FEMA standards. The system shall be fixed to the buildings and have a hose mechanism which connects directly to fire engine exhaust pipes to completely remove exhaust from the station garages.

The project plans and specifications was provided to twelve local, regional and national contractor exchanges. Plans and specifications were not purchased by any contractors.

On August 25, 2015, zero bids were received by the Town Clerk.

After receiving zero bids, Public Works staff is able to directly work with an interested contractor to perform the project work. Staff contacted Air Vacuum, Inc. to determine their interest in providing services for the project. Air Vacuum, Inc. provided a project quotation with information on their standard terms for services. Air Vacuum, Inc. was unable to provide a bid during the formal solicitation process due to the standard terms of a formal public works contract. Air Vacuum, Inc. was provided the Town's Professional Services Agreement to formalize the contract.

The proposed scope of work and contract agreement is attached to this staff report as Exhibit A.

Staff recommends award of Contract 15-12 to Air Vacuum, Inc. in the amount of their bid of \$20,511.00. Air Vacuum, Inc. has performed comparable work for Butte County and communities throughout the country. This technology has been evaluated and determined the most cost effective solution for the Town's needs.

Financial Impact:

The total turnkey construction cost is \$20,511. Project funding will be drawn from Measure C "Exhaust Evacuation System (Station 81 & 82)", Account No. 1010.25.4420.325.5303.

Alternatives:

Delay or modify recommended action.



TOWN OF PARADISE
Clerk's Office
5555 Skyway
Paradise, CA 95969
(530) 872-6291

Bid Opening

DEADLINE INFORMATION

Date: August 25, 2015

Time: 10:00 AM

Engineer's Estimate: \$22,000

Project Manager: Marc Mattox

Bid No.: 15-12

Bid Name: Fire Exhaust Removal System

Bid No.	Vendor City, State	Bid Amount

8-25-2015 Marc Mattox
10 am Joanna Entersky

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on _____ by and between the Town of Paradise, a municipal corporation (“Town”) and Air Vacuum, Inc. (“Contractor”).

RECITALS

- A. Contractor is specially trained, experienced and competent to perform the special engineering and software services which will be required by this Agreement; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. Town desires to retain Contractor to render professional engineering services as set forth in this Agreement.

AGREEMENT

1 SCOPE OF SERVICES.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by Town at his/her own risk and expense. Services to be provided to Town are more fully described in Exhibit A entitled “SCOPE OF SERVICES.” All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

1.1 Town Obligations

All data applicable to the project and in possession of the Town are to be made available to the Contractor.

2 TIME OF PERFORMANCE.

The services of Contractor shall commence on _____, and shall terminate upon full project completion.

3 COMPENSATION.

Contractor's compensation for all services under this Agreement shall not exceed \$20,511.00 and shall be in accordance with the charges set forth in Exhibit "B". In no event shall Contractor's compensation exceed Costs and Fees set forth in Exhibit "B" without the prior approval of the Town Council. .

4 METHOD OF PAYMENT.

Contractor shall submit monthly billings, or progress invoices to Town describing the work performed during the preceding month. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures and segregated by test methods or by specific tasks. Town shall pay Contractor progress payments no later than 30 days after approval of the monthly invoice by Town staff. Approval of the monthly invoice requires the submittal of certified payrolls when prevailing wages rates are in effect for work done during applicable month. Certified payrolls are to be submitted on a weekly basis and within ten days after the week in question.

4.1 Retention Of Payment

When payments made by Town equal 95% of the maximum fee provided for in this

Agreement, no further payments shall be made until the final work under this Agreement, or for each individual project relating to the Contractor's services has been accepted by the Town.

4.2 Cost Principles

4.2.a The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.

4.2.b The Contractor 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.

4.2.c Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., OR 49 CFR, Part 18, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Contractor to State.

4.2.d Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

4.3 Contingent Fee

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement 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 the Contractor for the purpose of securing business. For breach or

violation of this warranty, the State has the right to annul this Agreement without liability, pay on the value of the work actually performed, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4.4 Retention Of Records/Audit

4.4.a For the purpose of determining compliance with Public Contract Code Section 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 Agreement pursuant to Government Code Section 8546.7, the Contractor, subContractors, and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement from audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

4.4.b Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

5 EXTRA WORK.

At any time during the term of this Agreement, Town may request that Contractor

perform Extra Work. As used herein, “Extra Work” means any work which is determined by Town to be necessary for the proper completion of Contractor’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from Town.

6 TERMINATION.

This Agreement may be terminated by the Town immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, Contractor shall be entitled to compensation for services properly performed up to the effective date of termination.

7 OWNERSHIP OF DOCUMENTS.

All reports, plans, studies, documents, and other writings prepared by and for Contractor, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Contractor for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor’s expense, provide such reports, plans, studies, documents, and other writings to Town within three (3) days after written request. Contractor shall not be responsible for liabilities, losses, or claims resulting from unauthorized modifications, or reuse other than original intended purpose.

8 LICENSING OF INTELLECTUAL PROPERTY.

This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of

expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents and Data”). Contractor represents and warrants that Contractor has the legal right to license any and all Documents and Data. Contractor makes no such representation and warranty in regard to Documents and Data which may be provided to Contractor by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.

8.1 Confidentiality.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Town, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Town’s name, seal, or photographs relating to project for which Contractor’s services are rendered, or participate in any publicity pertaining to the Contractor’s services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

8.2 Contractor's Books and Records.

8.2.a Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to Town for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

8.2.b Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of **three (3) years**, or for any longer period required by law, from the date of termination or completion of this Agreement.

8.2.c Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

8.2.d Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, Town may, by written request by any of the above named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.

9 INDEPENDENT CONTRACTOR.

It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Town. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

10 INTEREST OF CONTRACTOR.

Contractor (including principals, associates, and professional employees and subcontractors) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because

Contractor:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or any Town official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11 PROFESSIONAL ABILITY OF CONTRACTOR.

Town has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall have _____ manage and approve the work of all persons performing professional services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

12 COMPLIANCE WITH LAWS.

Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13 LICENSES.

Contractor represents and warrants to Town that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents and warrants to Town that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the Town for its business.

14 INDEMNITY.

Contractor agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Agreement or its failure to

comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the Town, its officers, agents, employees or volunteers.

15 INSURANCE REQUIREMENTS.

Contractor, at Town's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.

16 NOTICES.

Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Marc Mattox
 Public Works Director
 Town of Paradise
 5555 Skyway
 Paradise, CA 95969

If to Contractor: Air Vacuum, Inc.
 PO Box 517
 Dover, NH 03821

17 ENTIRE AGREEMENT.

This Agreement constitutes the complete and exclusive statement of Agreement between the Town and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

18 AMENDMENTS.

This Agreement may be modified or amended only by a written document executed by both Contractor and Town and approved as to form by the Town Attorney.

19 ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of the Town. No subcontractors (other than those listed on Exhibit "A") shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Contractor shall be fully responsible to Town for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Town and a subcontractor of the Contractor nor shall it create any obligation on the part of the Town to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. Subcontracts shall physically contain the provisions contained in Federal Form 1273.

20 WAIVER.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21 SEVERABILITY.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22 CONTROLLING LAW VENUE.

This Agreement and all matters relating to it shall be governed by the laws of the State of

California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

23 LITIGATION EXPENSES AND ATTORNEY'S FEES.

If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24 MEDIATION.

The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified

25 MEDIATORS.

The Town and Contractor shall meet to select a mediator by each striking the names of two different proposed mediators and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26 EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27 AUTHORITY TO ENTER AGREEMENT.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

28 PROHIBITED INTERESTS.

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

29 EQUAL OPPORTUNITY EMPLOYMENT.

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. IN WITNESS WHEREOF the parties have cause this Agreement to be executed on the date first written above.

TOWN OF PARADISE

“CONTRACTOR”

By: _____

By: _____

Lauren Gill, Town Manager

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

Dwight L. Moore, Town Attorney

Joanna Gutierrez, Town Clerk

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EXHIBIT “A”

Scope of Services



The World Leader In Engine Exhaust Removal
Systems for the Fire and EMS Industry

AIRVAC 911® SPECIFICATIONS

MODEL: AIRVAC 911®, VERTICAL AIR FLOW DESIGN, CEILING HUNG, RE-CIRCULATING AIR FILTRATION SYSTEM. MANUFACTURED BY: AIR VACUUM CORPORATION, 6 FARADAY DRIVE, DOVER, NH 03820.

FILTRATION: "4-STAGE" FILTER PACK. ALL FILTERS ARE INDUSTRY STANDARD SIZED, UL TESTED & CERTIFIED.

PRE-FILTER (STAGE 1): 24" X 24" X 1". 3-PLY POLYESTER CONSTRUCTION. TWO LAYERS OF 16/40 DUAL DENIER POLY FIBERS WITH A FINAL DUST CATCHING ADHESIVE LAYER. SELF-SEALING FILTER WITH PRE-INSTALLED INTERNAL HEAVY GAGE WIRE FRAME. PERFORMANCE BASED ON A.S.H.R.A.E. 52.1-1992 TEST METHOD. CLASSIFIED AS A UL CLASS 2 FILTER, ACCORDING TO UL STANDARD 900 AND CAN 4-S111.

MAIN MEDIA FILTER (STAGE 2): 24" X 24" X 6". "HEPA MAX 3000" HIGH EFFICIENCY PARTICULATE AIR FILTER. DOP TESTED WITH 0.3 MICROMETER SIZED PARTICLES TO HAVE A **MINIMUM EFFICIENCY OF UP TO 95% AND EXCEEDS THE MAXIMUM EFFICIENCY OF 98% ASHRAE 52.1 TESTED FILTERS**. CONSISTS OF A PLEATED MEDIA PACK ENCLOSED WITHIN A GALVANIZED STEEL FRAME ASSEMBLY. ULTRA-FINE FIBERGLASS MEDIA FORMED IN A SERIES OF PLEATS SEPERATED BY CORRUGATED ALUMINUM DIVIDERS TO MAINTAIN UNIFORM SPACING BETWEEN EACH PLEAT FOR OPTIMAL AIRFLOW. CLASSIFIED CLASS 2 ACCORDING TO U.L. STANDARD 900 AND IS CLASSIFIED MERV 16 IN ACCORDANCE WITH ASHRAE STANDARD 52.2. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 16 LBS.

GAS-PHASE EXTRACTOR (STAGES 3&4): ONE 24" X 24" X 4", "MULTISORB 3000" BLENDED GAS PHASE EXTRACTOR. 50/50 RESPIRATOR GRADE ACTIVATED CARBON GRANUALS EFFECT FOR REMOVAL OF HIGH WEIGHT MOLECULAR GASES WITHIN DIESEL EXHAUST (VOC'S, HYDROCARBONS, BENZENE, OCTANE, METHANOL AND MORE) AND POTASSIUM PERMANGANATE FOR REMOVAL OF LIGHT WEIGHT MOLECULAR GASES (*SULFUR DIOXIDE, NITROGEN DIOXIDE, FORMALDEHYDE AND MORE*). EACH FILTER IS CONSTRUCTED WITHIN A 24ga METAL FRAME WITH INTERNAL "HONEYCOMB" CONTAINMENT STRUCTURE. 50/50 BLEND EQUATES TO 14 LBS EACH. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 28 LBS.

CABINET CONSTRUCTION: 18 & 16 GAUGE, ALL WELDED STEEL CONSTRUCTION. 25" X 26" X 28" CUSTOM GRAY POWDER COAT PAINT FINISH. **TWO HINGED ACCESS PANELS:** ONE, TO THE FILTER BANK AND THE OTHER TO THE MOTOR/BLOWER UNIT. A "DWYER" MAGNEHELIC STATIC PRESSURE GAGE, ALLOWS USER TO VISUALLY CHECK ON THE STATUS OF THE FILTER BANK. **FOUR HORIZONTAL & ADJUSTABLE AIRFLOW GRILLS.** "QUICK LATCH" FILTER COMPARTMENT WHICH IS CAPABLE OF HOLDING UP TO 15" OF FILTRATION!

ELECTRICAL: 3/4 H.P., 1725 RPM, 115 VOLT SINGLE PHASE ELECTRIC MOTOR, 13.6 F.L. AMP., RESILIENT MOUNT, AUTOMATIC THERMAL PROTECTION. ELECTRIC MOTOR, RESILIENT MOUNT. ALL MOTORS ARE UL APPROVED. **OPTIONS:** UNITS AVAILABLE AT 230 VOLT, SINGLE PHASE, 6.8 F.L. AMP, ADD \$52 EA. UNIT. 230 VOLT (SINGLE PHASE) MOTOR USABLE AT 208 VOLT. 7.0 F.L. AMP. ADD \$95 EA UNIT, THREE PHASE 208-230 VOLT, 3.6 F.L. AMP, ADD \$195 EA. UNIT; TO BASE QUOTE.

BLOWER: CONTINENTAL CENTRIFUGAL IMPELLER AND FUNNEL CONE. NON-METAL & CHEMICALLY RESISTANT.

AVEC CONTROL PANEL: UL 508 CERTIFIED CUSTOM "AUTOMATIC VEHICLE EXHAUST CONTROL", MULTI-CIRCUIT AUTOMATIC RESET TIMER CONTROL. TWO CIRCUIT CONFIGURATIONS RATED AT 20 AMPS PER. TIMING RANGE OF .1 TO 120 MIN. ENCLOSED WITHIN A NEMA-4 RATED ENCLOSURE, NECESSARY FOR APPLICATIONS WHERE WATER IS PRESENT (WASHING OF VEHICLES). MANUAL THREE POSITION SWITCH FOR: AUTO MODE, SYSTEM OFF & SYSTEM RUN OVERRIDE. LED "OPERATING" LIGHT.

AUTOMATIC ACTIVATION SWITCHES: (SEE ENCLOSURES) PHOTO ELECTRIC EYES ACTIVATE SYSTEM UPON VEHICLE MOVEMENT (OUTDOOR RANGES OF UP TO 200') AND MAGNETIC DOOR SWITCHES (ONE PER OVERHEAD DOOR).

INSTALLATION: "TURN KEY" AN ADDITIONAL CHARGE MAY APPLY IF THE LOCATION OF INSTALLATION DOES NOT HAVE SUFFICIENT ELECTRICAL CAPACITY TO INSTALL THE AIRVAC 911®, SYSTEM. (E.G. - 1 OPEN 20 AMP BREAKER PER UNIT + 1 FOR THE CONTROL PANEL). DUE TO THE FLUCTUATION OF REQUIREMENTS BOTH LOCALLY AND WITHIN EACH STATE, THE ABOVE PRICING DOES NOT INCLUDE: SEISMIC OR VIBRATION MOUNTING HARDWARE, LOW VOLTAGE WIRING WITHIN CONDUIT, PAINTING OF CONDUIT ETC. OR THE COST OF ANY PERMITS THAT MAY BE REQUIRED UPON INSTALLATION. PLEASE REFERENCE OUR "STANDARD INSTALLATION DESCRIPTION" FOR DETAILS. NON GSA SCHEDULE ITEM.



The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

UPDATED PROPOSAL – AIRVAC 911® ENGINE EXHAUST REMOVAL SYSTEM

THE SALE OF "AIR VAC-911"®, ENGINE EXHAUST AIR FILTRATION SYSTEM, BY AIR VACUUM CORPORATION OF DOVER N.H., FOR REMOVAL OF HAZARDOUS EMISSIONS FROM FIRE, RESCUE, TRUCKING, AND OTHER HEAVY EQUIPMENT FLOOR AREAS.

July 7, 2015

Captain Keith Castillo
 Paradise Fire Department (1st Station)
 767 Birch St.
 Paradise, CA 95969
 530/521-3032

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIR VAC-911 EXHAUST REMOVAL SYSTEM - Single Ph. 115V	2	\$3,399.00	\$6,798.00
AIR VAC-911 FILTER PACK (4-Stage Filter Pack, "Main Filters")	2	\$375.00	\$750.00
AIR VAC-911 FILTER GAUGE (Min. one per building section)	1	\$115.00	\$115.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-2C	1	\$795.00	\$795.00
ACTIVATION PACKAGE - PB30TK 200' PHOTO EYE & N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	2	\$235.00	\$470.00
	4	\$42.00	\$168.00
PREFILTERS (12 Per Box/Case)	12	\$8.00	\$96.00
*ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED	2	\$1,995.00	\$3,990.00
**"Non-Schedule Item"			\$13,182.00

The AIRVAC 911® System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

- ◆ **FREIGHT: FOB Origin,** ◆ **TERMS: 1/2 Payment with the order & final payment prior to release..** ◆ **Lead-Time 8 to 10 weeks.** ◆ Buyer is responsible for all permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation.
- ◆ Please contact your sales rep for installation information and pricing. ◆ Governmental Purchases please consult your sales rep for GSA price list. Pricing valid for 90 days



GS-07F-0437M MEETS 2013 EDITION NFPA 1500 9-1.5, OSHA, NIOSH, FEMA & MORE



The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

PROPOSAL – AIRVAC 911® ENGINE EXHAUST REMOVAL SYSTEM

THE SALE OF "AIR VAC-911"®, ENGINE EXHAUST AIR FILTRATION SYSTEM, BY AIR VACUUM CORPORATION OF DOVER N.H., FOR REMOVAL OF HAZARDOUS EMISSIONS FROM FIRE, RESCUE, TRUCKING, AND OTHER HEAVY EQUIPMENT FLOOR AREAS.

July 7, 2015

Captain Keith Castillo
 Paradise Fire Department (2nd Station)
 767 Birch St.
 Paradise, CA 95969
 530/521-3032

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIR VAC-911 EXHAUST REMOVAL SYSTEM - Single Ph. 115V	1	\$3,399.00	\$3,399.00
AIR VAC-911 FILTER PACK (4-Stage Filter Pack, "Main Filters")	1	\$375.00	\$375.00
AIR VAC-911 FILTER GAUGE (Min. one per building section)	1	\$115.00	\$115.00
UL 508A CERTIFIED CONTROL PANEL - A VEC-2C	1	\$795.00	\$795.00
ACTIVATION PACKAGE - PB30TK 200' PHOTO EYE & N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	2	\$235.00	\$470.00
PREFILTERS (12 Per Box/Case)	12	\$8.00	\$96.00
*ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED	1	\$1,995.00	\$1,995.00
**"Non-Schedule Item"			\$7,329.00

The AIRVAC 911® System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

- ◆ *FREIGHT: FOB Origin,* ◆ **TERMS: 1/2 Payment with the order & final payment prior to release..** ◆ *Lead-Time 8 to 10 weeks.* ◆ Buyer is responsible for all permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation.
- ◆ Please contact your sales rep for installation information and pricing. ◆ Governmental Purchases please consult your sales rep for GSA price list. Pricing valid for 90 days



GS-07F-0437M MEETS 2013 EDITION NFPA 1500 9-1.5, OSHA, NIOSH, FEMA & MORE

EXHIBIT “B”

Compensation



The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

ORDER AGREEMENT

Fire Captain Keith Castillo
 Paradise Fire Department
 767 Birch Street
 Paradise, CA 95969

DATE: 8/26/2015
 PHONE: (530) 521-3032
 FAX:
 Project name/number:

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIR VAC-911 EXHAUST REMOVAL SYSTEM - Single Ph. 115V	3	\$3,399.00	\$10,197.00
AIR VAC-911 FILTER PACK (4-Stage Filter Pack, "Main Filters")	3	\$375.00	\$1,125.00
AIR VAC-911 FILTER GAUGE (Min. one per building section)	2	\$115.00	\$230.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-2C	2	\$795.00	\$1,590.00
ACTIVATION PACKAGE - PB030TK 200' PHOTO EYE (set) &	4	\$235.00	\$940.00
N505ATM/ST TRACK MOUNTED DOOR SWITCH	6	\$42.00	\$252.00
CASE OF 12 PREFILTERS (Change on dates indicated below)	24	\$8.00	\$192.00
*TURN-KEY INSTALLATION AND DELIVERY	3	\$1,995.00	\$5,985.00
			\$20,511.00

MADE IN THE USA

- ◆ **FREIGHT: FOB Origin.** ◆ **TERMS: 1/2 Payment with the order & final payment prior to release.**
- ◆ **Lead-Time 8 to 10 weeks.** ◆ Buyer is responsible for all applicable taxes/permits/fees/licensing related to the purchase & installation of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation.
- ◆ All sales are final

The AIRVAC 911[®] System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

This commitment form is to serve as Client's written authorization for AIR VACUUM CORPORATION to perform services and/or contract with The Paradise Fire Department for the above described items and installation (if applicable). Client's signature also indicates understanding of estimates, prices, terms and liability to AIR VACUUM CORPORATION for said items and services. Alterations or revisions of above specifications involving extra costs will be executed only upon additional written orders. Any condition not stated herein, or terms inconsistent with Purchase Order will not be binding on the seller. Returns shall only be accepted with prior written approval and subject to a 20% restocking fee.

ACCEPTED _____ (Signature)

Name (print) _____

DATE _____

PO/ORDER# _____

ENTER "SHIP TO" ADDRESS
IN THIS BOX:

Please sign and date this form to initiate your order. You may fax this form back to 603-743-3111

P.O. Box 517 • Dover, NH 03821-0517 • Toll Free 800-540-7264 • Tel 603-743-4332 • Fax 603-743-3111 • www.airvac911.com • Email: sales@airvacuumcorporation.com



EXHIBIT “C” – Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, 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 Contractors profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 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 Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Town 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 Town, 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 Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor'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 Town.

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 Town.

Verification of Coverage

Contractor shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms provided, those endorsements conform to Town requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town on reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER and INSURED. PRODUCER: People's United Ins. Agency NH, 501 Islington Street, 3rd Fl., Portsmouth, NH 03801. INSURED: Air Vacuum Corporation, P.O. Box 517, Dover, NH 03821-0517. Includes CONTACT NAME: Laurie McIntire, PHONE: 603 427-7529, E-MAIL ADDRESS: laurie.mcintire@peoples.com. Also lists INSURER(S) AFFORDING COVERAGE: INSURER A: The Cincinnati Specialty Underw, INSURER B: Cincinnati Insurance Co., INSURER C: Hanover Insurance Co., INSURER D: Citizens Ins Co of America, INSURER E, INSURER F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (Blanket Addl Insured, Commercial General Liability), D AUTOMOBILE LIABILITY (SCHEDULED AUTOS, HIRED AUTOS), B UMBRELLA LIAB (EXCESS LIAB), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Workers Compensation Excludes Thomas Vitko.

Confirmation of Coverage

Table with 2 columns: CERTIFICATE HOLDER and CANCELLATION. CERTIFICATE HOLDER: Air Vac, PO Box 0517, Dover, NH 03821-0517. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Laurie McIntire.



**TOWN OF PARADISE
Council Agenda Summary
Date: September 8, 2015**

Agenda No. 3(f)

ORIGINATED BY: Dwight L. Moore, Town Attorney

SUBJECT: Professional Services Agreement with Lauren Gill for Town Manager
Services for the Town of Paradise

COUNCIL ACTION REQUESTED: (1) Approve the amended and restated professional services agreement with Lauren Gill for Town Manager Services with an expiration date of June 30, 2020.

After a successful performance evaluation of the Town Manager by the Town Council, the Council agreed to extend the current agreement until June 30, 2020. No other changes were made to the agreement. As such, Section 8 of the agreement authorized the salary increase included in the current budget.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on September 1, 2015 between the TOWN OF PARADISE, a municipal corporation of the State of California, (**TOWN**) and Lauren M. Gill, (**EMPLOYEE**).

WITNESSETH:

WHEREAS, the **TOWN** and **EMPLOYEE** desire to enter into Agreement relating to her employment as the Town Manager; and

WHEREAS, it is the desire of the **TOWN** to provide certain benefits, establish certain conditions of employment, and to set working conditions of **EMPLOYEE**; and,

WHEREAS, it is the desire of the **TOWN** to:

Secure and retain the services of the **EMPLOYEE** and to provide inducement for her to remain in such employment;

Establish a basis for good working relationships, to avoid possible misunderstandings, and to provide special benefits to the **EMPLOYEE** in recognition of the unique nature of her position;

Make possible full work productivity by assuring **EMPLOYEE**'s morale and peace of mind with respect to future security;

Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the **EMPLOYEE**; and

Provide a just means for terminating **EMPLOYEE**'s services at such time as she may be unable to fully discharge her duties due to illness or disability or when the **TOWN** may otherwise desire to terminate her employment; and

WHEREAS, Lauren M. Gill desires to accept employment as the Town Manager of the Town of Paradise;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES

- A. The duties, responsibilities and authority of the **EMPLOYEE**, shall be those specified in Chapter 2.04 of the Paradise Municipal Code and such

other legally permissible and proper duties and functions as the Town Council shall assign.

- B. The Town Council agrees to direct its concerns and communications to the administration through the Town Manager. The **EMPLOYEE** agrees to respond promptly to all inquiries from the Mayor and the Town Council. Individual inquiries of council members regarding question of fact, clarification of policies and requests for services shall be responded to promptly by **EMPLOYEE**.

SECTION 2: TERMS OF AGREEMENT

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of **EMPLOYEE** at any time as an at-will employee, subject only to the provisions set forth in Section 4, Paragraphs A and B of this Agreement.
- B. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the **EMPLOYEE** to resign at any time her position with the **TOWN**, subject only to the provisions set forth in Section 4, Paragraph C of this Agreement.
- C. **EMPLOYEE** agrees to remain in the exclusive employ of **TOWN** for the term of the Agreement and to neither seek, accept, or to become employed by any other employer that would have a detrimental impact on her duties and responsibilities as Town Manager for the Town of Paradise. The term “employed” shall not be construed to include occasional teaching, writing, or consulting performed on **EMPLOYEE’s** time off.
- D.
 - (1) It shall be the responsibility of the **EMPLOYEE** to notify the Council of expiration of this Agreement. Notice of the expiration shall be given to the Council six (6) months prior to the expiration. Failure of **EMPLOYEE** to give such notice shall cause this Agreement to expire on its own terms;
 - (2) After receiving notice under Section 2D(1), the Town Council may give **EMPLOYEE** notice of its intent to renew this Agreement. If the Council does not give such notice, this Agreement shall terminate by its own terms. The Council shall notify **EMPLOYEE** of its intent to renew this Agreement ninety (90) days prior to the expiration of this Agreement;

SECTION 3: SUSPENSION & REMOVAL

After providing the **EMPLOYEE** with a written notice stating the Council’s intention to remove her, at least thirty (30) days before the effective date of her removal,

the Town Council may suspend **EMPLOYEE** from duty, but her compensation shall continue until the effective date of her removal. Council may suspend **EMPLOYEE** in accordance with the provisions of the Paradise Municipal Code 2.04.240(C). **EMPLOYEE** may exercise her right for a public hearing in accordance with the Paradise Municipal Code 2.04.240(B) or California Government Code Section 54957. In the event of misconduct, the **EMPLOYEE** shall be removed in accordance with the Paradise Municipal Code 2.04.240.

SECTION 4: TERMINATION AND SEVERANCE PAY

- A. Should **TOWN** elect to exercise its right to terminate **EMPLOYEE** without cause, then **TOWN** shall give at forty-five (45) days advance, written notice to her. **TOWN** shall have the right to separate **EMPLOYEE** immediately from **TOWN** service, with the payment of cash severance pay in a lump sum equal to six (6) month's salary and pay for unused annual vacation leave, administrative leave, and sick leave in accordance with the Town Personnel System Rules or any applicable employee Memorandum of Understanding, or in the **TOWN's** option, require **EMPLOYEE** to continue to perform services under this Agreement until the forty-five (45) day period has elapsed.
- B. In the event **TOWN**, at any time during the term of this Agreement, reduces the salary or other financial benefits of **EMPLOYEE** in a greater percentage than an applicable across-the-board reduction for all employees of the **TOWN**; or if the Council refuses, following written notice requesting compliance with any other provision benefiting **EMPLOYEE** herein; or if **EMPLOYEE** resigns following suggestion, whether formal or informal, by the Town Council that she resign, then the **EMPLOYEE** may, at her option, deem the Agreement to be involuntarily terminated at the date of such reduction or such refusal to comply with the meaning and context of this Agreement, and the severance pay provision under Paragraph A of this Section shall apply.
- C. In the event **EMPLOYEE** voluntarily resigns her position with the **TOWN** before expiration of the above term of employment, **EMPLOYEE** shall give the **TOWN** forty-five (45) days written notice in advance or such advance notice as may be otherwise mutually agreed upon. In case of such voluntary resignation, the **TOWN** shall have no obligation to pay the severance pay referred to in Paragraph A above.

SECTION 5: PERFORMANCE EVALUATION

- A. The Town Council shall review and evaluate the performance of the **EMPLOYEE** at least once annually. The review and evaluation shall be in accordance with the duties outlined in Section 1 and specific criteria developed jointly by the Town Council and **EMPLOYEE**. The criteria

may be added to or deleted from as the Town Council may, from time to time, determine in consultation with the **EMPLOYEE**. Further, the Town Council shall provide an adequate opportunity for the **EMPLOYEE** to discuss her evaluation with the Town Council, and the results of such evaluations shall be reduced to writing and agreed to by both parties.

- B. Every three (3) months, the Town Council and the **EMPLOYEE** shall define such goals and performance objectives which they determine necessary for the proper operation of the **TOWN** and for the attainment of the Town Council's policy objectives. Such goals and objectives shall be reduced to writing, and a relative priority shall be established among the goals and objectives. They shall generally be attainable within the time limitations as specified, and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, the Town Council and the **EMPLOYEE** mutually agree to abide by the provisions of applicable law, ordinances, resolutions and current policies of the **TOWN**.

SECTION 6: PROFESSIONAL DEVELOPMENT

- A. The **TOWN** agrees to budget and pay for the professional dues and subscriptions of the **EMPLOYEE** necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional advancement and for the good of the **TOWN** at a cost not to exceed budget allocations approved by the Town Council.
- B. The **TOWN** agrees to budget and pay for the travel, subsistence and other expenses for professional, business and official travel, courses, seminars, conferences and occasions adequate to continue to professional development of the **EMPLOYEE** and to adequately pursue necessary official business and other functions for the good of the **TOWN**. These expenses shall not exceed budget allocations approved by the Town Council.

SECTION 7: HOURS OF WORK

- A. The minimum workweek of the **EMPLOYEE** shall be forty (40) hours, plus any additional work time reasonably required to discharge the duties and responsibilities of the Town Manager. Because the **EMPLOYEE** will devote a great deal of time outside normal office hours to the business of the **TOWN**, and because flexibility in hours worked and work schedule benefit both the **TOWN** and **EMPLOYEE**, the **EMPLOYEE** has some discretion as to her work schedule and hours worked.

- B. In further recognition of the fact that the **EMPLOYEE** must devote a great deal of time outside normal business hours to the business of the **TOWN**, she shall be entitled to administrative leave in accordance with the provisions of the Memorandums of Understanding applicable to Management Employees.

SECTION 8: SALARY AND OTHER BENEFITS

- A. Salary. The **TOWN** shall pay **EMPLOYEE** for her services rendered pursuant to this Agreement; an annual base salary at Step B of the Town Manager Salary Schedule attached as Exhibit "A" payable in installments at the same time as other employees are paid. **EMPLOYEE** shall be eligible for additional Annual Merit Step Increases, beginning July 1, 2016, pursuant to the criteria in the Town's Personnel Rules & Regulations Policy Number 250, based on Exhibit "A".
- B. Indemnification. The **TOWN** shall indemnify and defend **EMPLOYEE** in accordance with the provisions of California Government Code Sections 825 et seq. 995 et seq., and related statutes.
- C. Employee Benefits. The **TOWN** shall provide **EMPLOYEE** with the benefits shown in the attached Exhibit "B".

SECTION 9: GENERAL PROVISIONS

- A. This Agreement shall become effective on July 1, 2016 and shall terminate on June 30, 2020, unless extended by mutual agreement between the Town and **EMPLOYEE**.
- B. The provisions herein shall constitute the entire Agreement between the parties.
- C. Nothing shall restrict the ability of the Council and **EMPLOYEE** to mutually, and in writing, amend or adjust the terms of this Agreement. **EMPLOYEE** reserves the right to discuss the terms or termination of this Agreement with the Town Council as a whole in either closed or open regular sessions, as state law allows and as the **EMPLOYEE** deems appropriate.

- D. **EMPLOYEE** agrees to maintain a residence within ten (10) miles of Town Hall during the term of this employment.
- E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. This Agreement is personal to the parties and shall not be assigned.
- G. This Agreement supersedes all previous agreements between the parties, It contains the sole and exclusive agreement of the parties and correctly states the rights, duties and obligations of the parties. Any oral or written representations or negotiations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the Town of Paradise has caused this Agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

Greg Bolin, Mayor

Lauren M. Gill, Town Manager

ATTEST:

JOANNA GUTIERREZ, Town Clerk

APPROVED AS TO FORM:

DWIGHT L. MOORE, Town Attorney

**TOWN OF PARADISE
SALARY PAY PLAN FY 15/16
TOWN MANAGER
Exhibit "A"**

Position Title	Hours/ Week	A Step	B Step	C Step	D Step	E Step	F Step
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TOWN MANAGER

TOWN MANAGER

HOURLY	40	51.71	54.30	57.02	59.87	62.86	66.00
BIWEEKLY	80.00	4,137.00	4,344.00	4,561.60	4,789.60	5,028.80	5,280.00
MONTHLY	173.33	8,963.50	9,412.00	9,883.47	10,377.47	10,895.73	11,440.00
ANNUAL	2080.00	107,562.00	112,944.00	118,601.60	124,529.60	130,748.80	137,280.00

EXHIBIT "B"

TOWN MANAGER BENEFITS

In accordance with the current Management Group MOU, dated May 12th, 2015, benefits under the Employee Agreement shall be as follows:

- Vacation with 15+ years of service = 5 weeks, maximum 3X annual accrual.
- Sick leave accrual = 8 hours per month, maximum accrual 1,500 hours.
- Holidays = 12 standard + 2 floating holiday.
- Administrative Leave = 120 hours.
- Bereavement Leave = 3 days.
- Long Term Disability Insurance = 2/3 base salary.
- Life Insurance coverage = 150,000.
- Dental Insurance = 80% (Town) and 20% (Employee) premium share. Any increase in the dental plan premium below 9.99% will be shared 80(employer)/20(employee). Any increase amount for the dental plan premium rate above 10% will be shared 50/50.
- Vision Insurance = 80% (Town) and 20% (Employee) premium share.
- Health Insurance= Town agrees to pay monthly a portion of the premiums for a medical plan, up to, but not exceeding the following amounts. Town Share Cap:

Employee	\$433.73
Employee plus one	\$867.45
Employee plus two or more	\$1,127.69

- PERS Retiree Medical in accordance with PERS Resolution for Management Group.
- PERS Retirement formula of 2%@55. Employee pays 100% of employee portion of PERS at 7%, and in turn the salary schedule for classification is increased by 7%.
- Longevity with 15+ years of service = 7.5% of salary.
- Car/cell allowance = \$200 per month.



**Town of Paradise
Council Agenda Summary
Date: September 8, 2015**

Agenda Item: 3(g)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Quarterly Investment Report

Council Action Requested:

Review and file the 4th Quarter Investment Report for the Fiscal Year Ending June 30, 2015; or,

Alternatives:

Refer the matter back to staff for further development and consideration.

Background:

Attached is a report on the Town's cash and investments for the quarter ended June 30, 2015.

A US Bank checking account is currently being used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit. Deposits are fully collateralized and after reserve requirements, provide an earnings credit rate of 0.50% up to the amount of monthly fees. As the earnings credit rate is currently higher than the yield provided by LAIF, staff is currently maximizing the earnings potential in this account.

The Town uses the State of California managed Local Agency Investment Fund (LAIF) for investment of cash in excess of immediately needed operating capital. With same day liquidity and comparable yields, LAIF is currently the best investment option for the Town. Funds are able to be transferred electronically through phone authorization between LAIF and the Town checking account. The Town will continue to research other investment options that match LAIF's liquidity and security in order to improve investment yield.

In June of 2011, the Town established an irrevocable trust to begin funding the future obligations associated with retiree health as required by GASB 45. The funds are being managed by Self-Insured Schools of California (SISC) and can only be used for the payment of retiree health benefits.

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is accrued on any unspent escrow balance. The "other" investment type represents these available escrow funds as well as petty cash balances. As of June 30, 2015, there were \$41,811 in unspent escrow funds as the Town was in the process of purchasing approved 2014/15 budgeted equipment. All remaining equipment was purchased and the escrow account was closed in August 2015.

Discussion

The increased investment balance as of June 30, 2015 as compared to June 30, 2014 indicates improvement to the Town's overall cash liquidity and reserves. The attached graph illustrates the trend of increasing cash balances over the recent fiscal year ends. Last fiscal year the Town needed a \$2.7 million TRAN which was funded October 10, 2014. This year the Town will fund a TRAN of \$2.5 million toward the end of September 2015. The TRAN will be repaid in May of 2016 and will be sufficient to fund operations and payroll for the remainder of the 2015/16 fiscal year.

The GASB 45 trust investment managed by SISC experienced a 1.02% loss on investment during the 4th quarter of 2014/15. The return for the entire fiscal year was 0.70% The economy is picking up but interest rates remain historically low. Globally investors continue to worry about weak world markets. Long term, SISC has been successful with its allocation model of approximately 60% equity and 40% fixed income.

In December 2014, the Town Treasurer directed the Trustee, Wells Fargo Bank, to invest the reserve funds of the Paradise Redevelopment 2006 Note and the Paradise Redevelopment 2009 Bond in accordance with the Town's investment policy. The reserve funds had been yielding less than 0.01% in mutual funds. The reserve funds are now invested in CD's which will yield between 0.45% and 0.55% over a one year period. The reserve funds for the Pension Obligation Bond will be invested in September 2015 when the Town makes the payment for the 2015/16 fiscal year. While these investments and balances are not part of the Town's idle or operating cash, the yield will ultimately lessen the amount the Town will be required to contribute in future debt service payments.

Fiscal Impact Analysis:

Isolating the loss from the GASB 45 trust, the Town earned \$4,177.75 for the quarter ended June 30, 2015. That is compared to \$3,358.57 for the quarter ended June 30, 2014. Again, isolating the GASB 45 return, the Town realized three basis points more in yield compared to a year ago, and had about \$641,000 more in average balances invested. Year to date this fiscal year, the Town earned \$22,787.27 after isolating the GASB 45 return. Last fiscal year to date, the Town had earned \$9,840.23.

TOWN OF PARADISE
 QUARTERLY SUMMARY OF INVESTMENTS
 For Quarter Ended June 30, 2015

<u>Investment</u>	<u>Type</u>	<u>For Quarter Ended June 30, 2015</u>			<u>For Quarter Ended June 30, 2014</u>			<u>Net Change</u>
		<u>Yield</u>	<u>Book Value</u>	<u>Market Value*</u>	<u>Yield</u>	<u>Book Value</u>	<u>Market Value*</u>	
US Bank	Checking	0.50%	1,141,240.97	1,141,240.97	0.50%	1,198,898.02	1,198,898.02	(57,657.05)
Local Agency Investment Fund (LAIF)	Savings	0.29%	3,412,590.71	3,413,873.77	0.23%	2,755,797.69	2,756,620.98	656,793.02
SISC GASB 45 Trust B	Various	-1.02%	67,670.09	67,670.09	3.91%	65,992.70	65,992.70	1,677.39
Fiscal Agents & Petty Cash	Other	0.06%	43,760.78	43,760.78		1,950.00	1,950.00	41,810.78
	Totals		4,665,262.55	4,666,545.61		4,022,638.41	4,023,461.70	642,624.14
Total Quarterly Earnings on accrual basis			3,477.74		5,841.03			
Total Annual Earnings (July 1st - June 30th)			24,597.46		19,843.53			

* Market Value determined by LAIF

Reserve Funds Invested

Paradise RDA Note 2006	\$	31,000.00
Paradise RDA Bond 2009	\$	340,000.00
	\$	<u>371,000.00</u>

<u>Issuer</u>	<u>FDIC Number</u>	<u>Yield</u>	<u>Settlement Date</u>	<u>Maturity Date</u>	<u>Type</u>	<u>Investment</u>	<u>Earnings</u>
Bank of Baroda	33681	0.450%	12/09/14	12/09/15	CD	123,000.00	553.50
Everbank	34775	0.550%	12/16/14	12/16/15	CD	248,000.00	1,364.00
						<u>371,000.00</u>	<u>1,917.50</u>

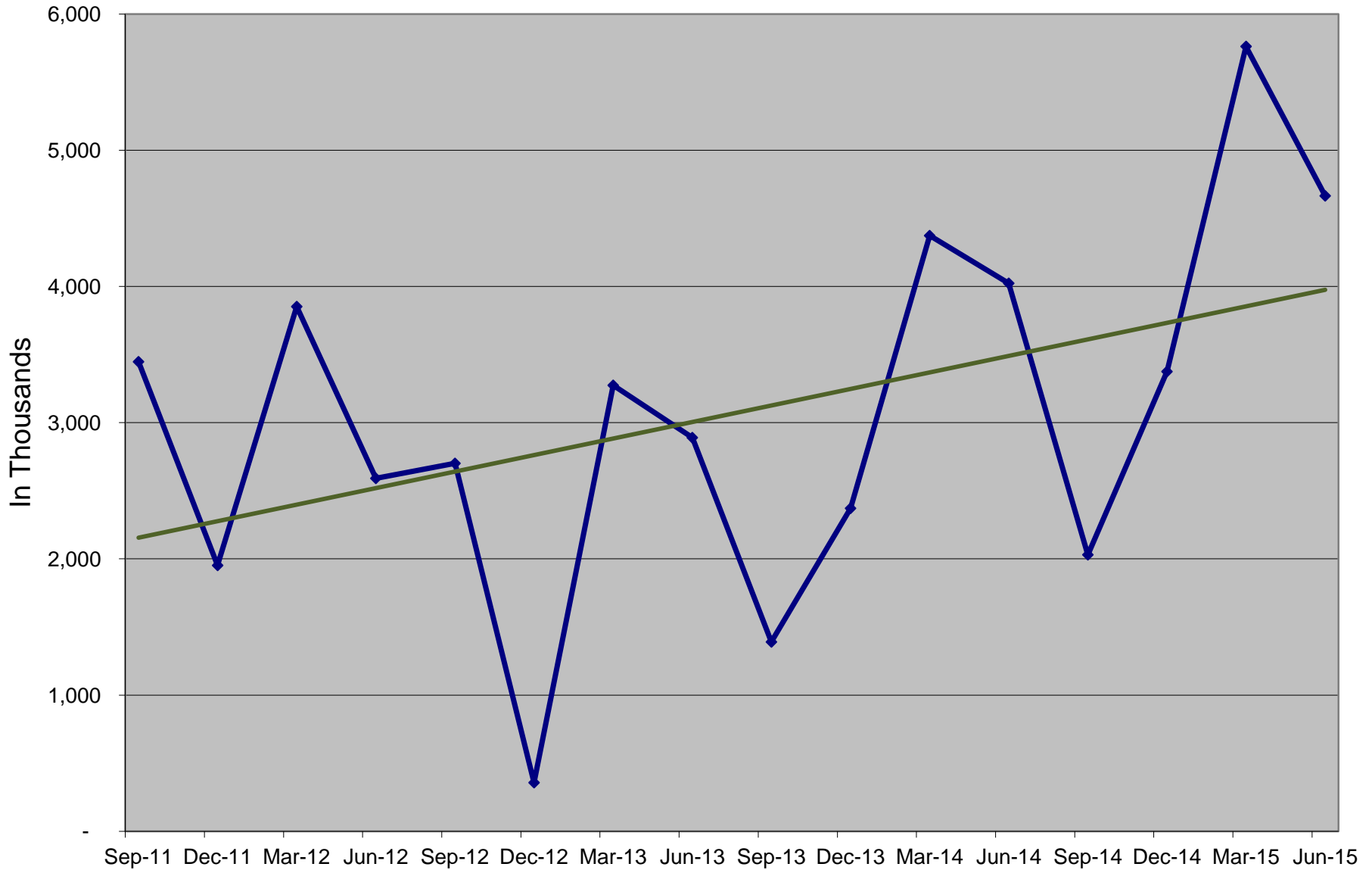
In compliance with the California Code Section 53646; the Treasurer of the Town of Paradise hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the Town's budgeted expenditure requirements for the next six months.

Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

Respectfully submitted,

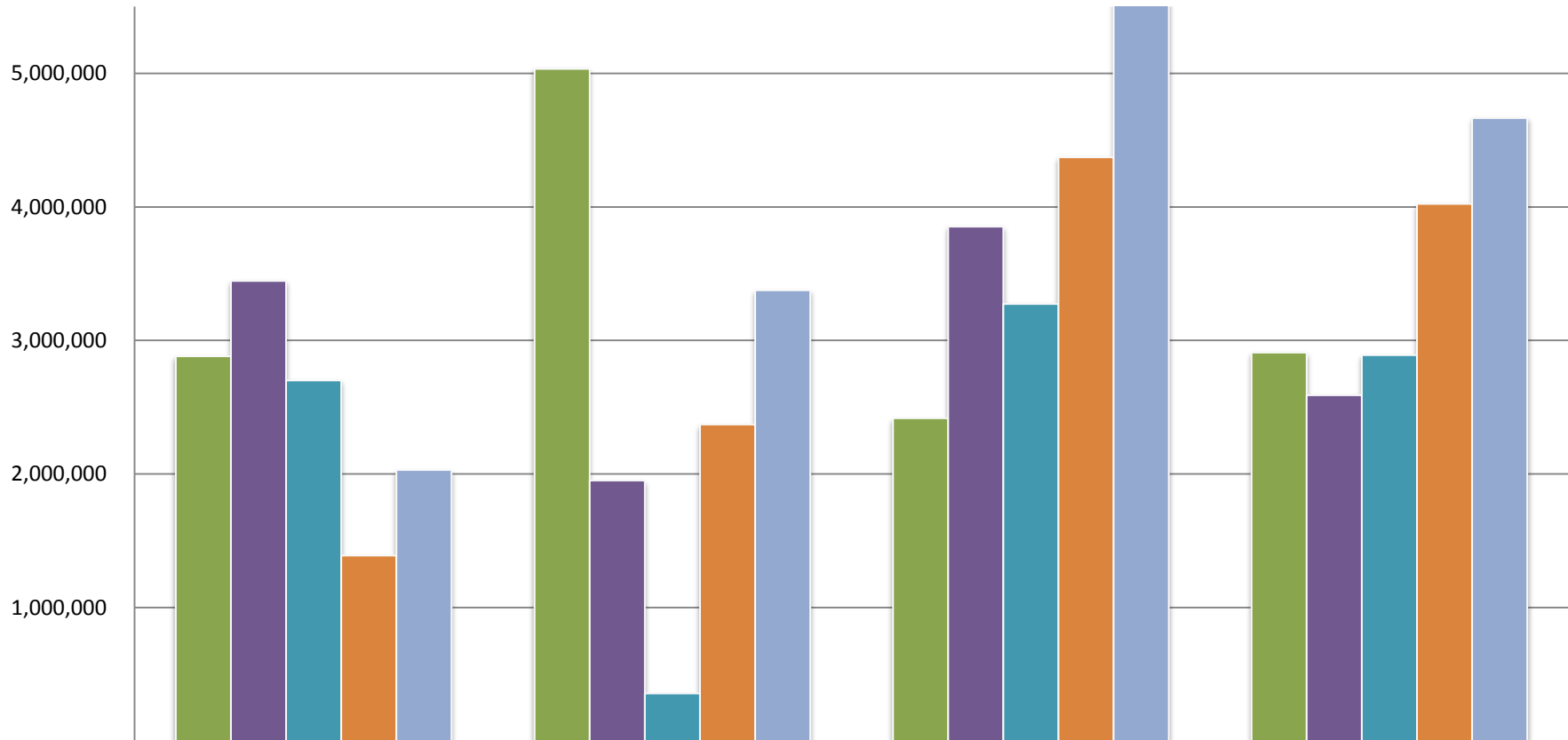
Gina S. Will
 Finance Director/Town Treasurer

**Town of Paradise
Investment Balances with Trendline
September 2011 - June 2015**



	Sep-11	Dec-11	Mar-12	Jun-12	Sep-12	Dec-12	Mar-13	Jun-13	Sep-13	Dec-13	Mar-14	Jun-14	Sep-14	Dec-14	Mar-15	Jun-15
Series1	3,447	1,952	3,852	2,591	2,701	357	3,274	2,890	1,390	2,371	4,373	4,023	2,030	3,375	5,762	4,665

Town of Paradise Investment Balances 2010/11 - 2014/15



	Sept. 30th	Dec. 31st	March 31st	June 30th
■ 2010/11	2,881,720	5,034,579	2,417,553	2,910,472
■ 2011/12	3,446,611	1,952,141	3,852,176	2,591,170
■ 2012/13	2,701,104	357,101	3,274,156	2,890,429
■ 2013/14	1,389,733	2,370,880	4,372,599	4,022,638
■ 2014/15	2,029,885	3,375,031	5,764,007	4,665,263



TOWN OF PARADISE
Council Agenda Summary
Date: September 8, 2015

Agenda No. (3h)

ORIGINATED BY: Anthony Lindsey, Building Official/Fire Marshal

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Consider Introducing an Ordinance Adding Chapter 15.14 of the Town of Paradise Municipal Code Relating to Expedited Permitting Procedure for Small Residential Rooftop Solar Systems

COUNCIL ACTION REQUESTED: Conduct the duly noticed and scheduled public hearing concerning this agenda item. Upon conclusion of the public hearing adopt either the recommended action or an alternative action.

RECOMMENDATION: Adopt a **MOTION TO:**

1. Waive the first reading of Town Ordinance No. ____ and read by title only (roll call vote);
AND
2. Introduce Town Ordinance No. ____, "An Ordinance Adding Paradise Municipal Code Chapter 15.14 of the Paradise Municipal Code Relating to Expedited Permitting Procedure for Small Residential Rooftop Solar Systems"; **OR**
3. Adopt an alternative directive to town staff.

BACKGROUND:

Section 65850.5(a) of the California Government Code provides policies of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems. In furtherance of that objective, Section 65850.5(g)(1) of the California Government Code requires that every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

The Town currently expedites the review of such applications by reviewing and issuing applications for photovoltaic solar systems permits through its expedited photovoltaic solar system program. The Town also expedites all photovoltaic solar inspection requests. The Town, then, already expedites the review of such applications.

The Town, however, needs to adopt an ordinance mandated by Government Code Section 65850.5(g)(1), which the attached ordinance is intended to satisfy. The ordinance codifies the

requirements of Section 65850.5(g)(1), such as accepting and approving applications, directing the Town's Building Official to develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review, and authorizes the Building Official to administratively approve such applications.

DISCUSSION:

If adopted by the Town Council, the proposed amendments would accomplish the following objectives:

- Establish new definitions of words and phrases pertaining to residential rooftop solar systems which will be added to Section 15.14 [Small Residential Rooftop Solar Energy Systems] of the Paradise Municipal Code.
- Develop a checklist to be used by solar applicants with which small rooftop solar systems shall comply to be eligible for expedited review.
- Compliance with Section 65850.5(g)(1) of the California Government Code requiring every city and county to adopt an ordinance that expedites the permitting process for small residential rooftop solar systems.

Town staff has determined, and the Town Attorney has concurred, that the nature of the proposed text amendments are sufficiently minor in nature and there is no possibility the adoption and implementation of the amendments would result in a direct and significantly adverse effect upon the environment. Therefore, the proposed amendments can be found to be exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061 (General Rule Exemption).

Staff has developed the attached ordinance document that, if adopted by the Town Council, would amend the Town's building and construction regulations in order to accomplish the objectives outlined above. If deemed necessary by a majority consensus of Town Council members present, staff will be prepared to make further changes or additions to the text of the attached ordinance.

Town staff has also generated and attached other documents related to this agenda matter, including the draft solar checklist and the CEQA Notice of Exemption.

FINANCIAL IMPACT: There is no financial impact associated with the first reading and introduction of this ordinance document.

**TOWN OF PARADISE
ORDINANCE NO. _____**

**ORDINANCE ADDING CHAPTER 15.14 TO THE PARADISE MUNICIPAL CODE
RELATING TO EXPEDITED PERMITTING PROCEDURE FOR SMALL RESIDENTIAL
ROOFTOP SOLAR SYSTEMS**

WHEREAS, California Government Code Section 65850.5 provides that it is the policy of the state to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

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

SECTION 1. Chapter 15.14 is added to the Paradise Municipal Code to read in full as follows:

Chapter 15.14

SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

Sections:

- 15.14.010 Purpose.**
- 15.14.020 Definitions.**
- 15.14.030 Review Process.**

15.14.010 Purpose.

- A. California Government Code Section 65850.5 provides that every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.
- B. California Government Code Section 65850.5 provides that in developing an expedited permitting process, the city, county, or city and county shall develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop such checklist.

15.14.020 Definitions.

- A. "Small residential rooftop solar energy system" means all of the following:
 - 1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
 - 2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the town and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

3. A solar energy system that is installed on a single or duplex family dwelling.
 4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.
- B. "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

15.14.030 Review Process.

- A. The checklist shall be published on the Town's internet web site. An applicant may submit the permit application and associated documentation to the Town's building division in person or mailed together with any required permit processing and inspection fees.
- B. Prior to submitting an application, the applicant shall:
1. verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the installation and the maintenance thereof; and
 2. at the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads,
- C. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however the subsequent inspection need not conform to the requirements of this subsection.
- D. An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
- E. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval shall not include any necessary approval or permission by a local utility provider to connect the small residential rooftop energy system to the provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

SECTION 2. The Town Council finds and determines that adoption of this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to

CEQA Guidelines Section 15061 (General Rule Exemption) because there is no possibility that such adoption and subsequent enactment will have a significant effect on the environment.

SECTION 3. 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 ____ day of October, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Greg Bolin, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



**TOWN OF PARADISE
DEVELOPMENT SERVICES DEPARTMENT
BUILDING DIVISION**

5555 SKYWAY, PARADISE, CA 95969, (530) 872-6291 x123 FAX (530) 877-5059
www.townofparadise.com

Residential Solar Photovoltaic (PV) System Plan Submittal Requirements

1. Submit two (2) sets of plans (minimum 8.5"x11" & maximum 24"x36") which are drawn to scale (or fully dimensioned). Please keep in mind all plans, notes and details shall be clear and legible.
2. Cover sheet with the following information: project address, owners name/address/phone number, name/address and phone number of contractor and person preparing plans, clear scope of work, sheet index, legend of symbols, abbreviations and notations used in the drawings.
3. Basic site plan showing the location of the structure, North arrow, equipment, disconnects, inverters and any other related components of the PV system. (Cover sheet and site plan may be part of the same sheet if complete and legible; common for small residential lots)
4. Array configuration indicating placement of equipment and modules on the roof including junction boxes and other related electrical equipment. Configuration shall also show required fire clearances per the 2013 CA Fire and Residential Codes *(see back of checklist for complete requirements)*.
5. Electrical single line diagram including:
 - Amperage size and location of the main electrical panels and subpanels
 - Grounding/bonding conductor sizes/types for structure (main ground, water bonding, gas bonding, etc)
 - Equipment grounding conductor size, type and location for circuits and module/rack grounding
 - Combiner/junction box locations
 - AC/DC disconnect types, sizes and locations
 - Conduit sizes/types from the array to the power source
 - Inverter string sizing or micro inverter branch circuit details
 - Conductor wiring types and sizes, system and solar panel
6. Required signage for panels, disconnects, conduits, junction boxes, etc. Permanent labels with red background and white lettering resistant to fading pursuant to CA Electrical Code Article 690.
7. Provide cut sheets for all PV equipment and mounting systems including but not limited to: PV modules, rack mounting system with complete details, mounting brackets, grounding hardware, module fire rating and inverters.
8. PV system mounting hardware shall meet minimum Town of Paradise Structural Design Criteria including snow loading requirements depending on project location. Minimum roof mount support spacing shall be as follows unless separate design is submitted by CA licensed engineer:
 - 0-40 lb snow load: 4ft o.c. spacing

Ground Mount Solar Projects:

1. Items 1-7 as shown above including a 3rd detailed site plan showing array size, setbacks to structures/property lines, location of all existing structures on the site, location of new underground utilities, etc.
2. PV system mounting hardware and foundations shall meet minimum Town of Paradise Structural Design Criteria including snow loading requirements depending on project location. Foundations shall meet general engineered practices and general engineered foundation/support tables and calculations may be used if the calculations include the applicable snow loading.
3. Onsite Sanitation Building Clearance is required for all ground mount solar applications.

Solar PV Requirements in the 2013 California Fire, Electrical & Residential Codes

Wiring/Circuit Installations:

1. Direct current (DC) conduit, enclosures, raceways, cable assemblies, junction boxes, combiner boxes and disconnects shall be labeled per the following:
 - Labels shall be reflective, water resistant and can withstand the environment; lettering shall be a minimum 3/8" in height with white on red background.
 - Labels shall state, "WARNING: PHOTOVOLTAIC POWER SOURCE".
 - Labels shall be placed at every service disconnect; also on every DC conduit, raceways, enclosures, etc at 10ft o.c. and within 1ft of turns, bends and penetrations.
2. Conduit, raceways and wiring systems shall be run as close as possible to ridges, hips, valleys, etc; they shall also be installed in such a manner to limit trip hazards and maximize ventilation opportunities. DC wiring in enclosed spaces shall be installed in metallic conduit; conduit shall be run along the bottom of load bearing members.
3. PV source and output circuits inside a building shall be routed along building structural members where the members can be observed (accessible attics, etc). If circuits are embedded in areas (not accessible) that are not covered by PV modules, those areas shall be clearly marked indicating their locations.
4. DC circuits ran inside a building 80 volts or greater shall be protected by a listed arc-fault circuit interrupter.
5. Where multiple inverters are installed and not grouped a clear location directory shall be provided at each AC & DC disconnect location.
6. FMC 3/4" or smaller, MC conduit 1" or smaller or exposed wiring installed across ceiling joists or floor joists shall be protected by guard strips.

Access & Pathways:

1. Residential structures shall be designed with a maximum PV array axis of 150ft x 150ft.
 - Residential Hip Roof Layouts: Minimum 3ft clear walkway from eave to ridge on side of roof mounted PV modules.
 - Residential with Single Ridge: Minimum of two (2) 3ft clear walkways from the eave to the ridge on each roof slope.
 - Residential with Hips & Valleys: Modules installed no closer than 18" to the hip or valley when modules are installed on each side of the hip/valley.
 - All Residential Roofs: Modules shall not be installed within 3ft of the ridge for fire dept. ventilation.
2. Roof access shall be available that doesn't require placement of ladders over windows, doors, etc and located at strong points of the building construction that allow unobstructed access.
3. Commercial Access: A minimum 6ft wide clearance shall be provided around the parameter of the roof unless the longest building axis does not exceed 250ft.
4. Commercial Roof Pathways: Structurally sound centerline pathways shall be provided a minimum of 4ft wide and 4ft clear to skylights, hatches, standpipes, parapets and/or roof edges.
5. Commercial Smoke Ventilation Requirements: Arrays shall be no greater than 150ftx150ft in size; a minimum 8ft clear space (*see code for alt. clearance between arrays*) shall be provided between arrays.
6. Ground Mount Arrays: A minimum 10ft clear "brush-free" area around the array shall be provided.

Fire Rating:

1. Modules shall be tested, listed and identified with the fire classification based on the specific type of building construction. (See California Building Code (CBC) Table 1505.1 for specific classification requirements)

NOTICE OF EXEMPTION

To: File

From: Town of Paradise, Development Services Department,
Planning Division, 5555 Skyway, Paradise, CA 95969

Project Title: Building Code Text Amendments

Project Applicant: Town of Paradise

Project Location: N/A

Project Description: Amendments to the Town buildings and construction code relating to small residential rooftop solar systems.

Approving Public Agency: Town of Paradise

**Person or Agency
Carrying Out Project:** Town of Paradise

Exempt Status:
 Ministerial (Section 15268)
 Emergency Project (Section 15269)
 Categorical Exemption
 General Rule Exemption (Section 15061)

Reason for Exemption: The amendments do not constitute a project under CEAQ, no physical activity is planned and there is no possibility of a significant effect.

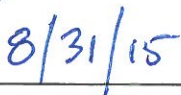
Contact Person: Craig Baker, Planner Director
(530) 872-6291 ext. 111

Signature:



Town Planning Director

Date:





**Town of Paradise
Council Agenda Summary
Date: September 8, 2015**

Agenda Item: 3(i)

Originated by: Lauren Gill, Town Manager

Subject: 3Core Partnership Investment

Council Action Requested:

- 1) Authorize the Town Manager to enter into a one year Partnership Investment with 3Core.

Background:

3Core is a private, non-profit corporation that works as the economic development planning and coordinating agency for the Tri-County region, composed of Butte, Glenn and Tehama counties and the nine member cities located therein. The Town of Paradise has partnered with 3Core in the past, however due to budget constraints the Town was forced to opt out of partnership for the last few years.

Discussion:

A partnership with 3Core is a requirement for applying to EDA and other grants which could provide funding for a sewer and other projects. In order to move forward with grant applications, the Town would need to enter into a Partnership Investment with 3Core. Other benefits include:

- Development and annual update of the Comprehensive Economic Development Strategy (CEDS) for the District and related priority projects.
- Map a local S.W.O.T analysis and a consensus scope of work detailing priorities, timelines, budget and responsibilities.
- Planning and execution of at least two meetings held with the Town of Paradise annually to update priorities and provide status reports.
- Identification of funding sources for S.W.O.T. priorities within the CEDS.
- Staff hours spent managing the Economic Development Administration Planning District as required by the EDA.
- Maintaining key memberships in national, state, and regional organization representing the tri-county region.

In addition, the Town would be able to contract with 3Core staff for an additional fee for service rate to obtain economic development services, such as planning and grant writing and administration.

Fiscal Impact Analysis:

The Fiscal Year 2015-16 Partnership Investment for the Town of Paradise is \$3,500.

2015-2016 Partnership Agreement

EDA issued changes this year to the Comprehensive Economic Development Strategy process. These revisions signal that the environment is changing.

The economic development funding is limited and competitive; federal & state funding agencies are demanding communities to be ready, competitive, & have skin in the game.

These changes require a new approach—one based on a partnership, rather than a laundry list of good ideas; a new agreement that will help your community to thrive & succeed in this new environment.

The partnership agreement goal is to identify key projects—game changers to be exact—that move the community’s economic development, job creation and business expansion forward. And each 3CORE partner must be prepared politically, financially, and institutionally to make these game changer projects a reality.

3CORE will develop a local & regional Economic Resiliency Strategy. Our approach is to map out a local S.W.O.T analysis identifying the strengths, weaknesses, opportunities and threats affecting community economic health & prosperity.

Rather than a wish list of projects, 3CORE and our partners will, convene people, groups and organizations and create relationships around a shared economic strategy. 3CORE’s role is to act as a facilitator to identify community needs and establish effective paths to meet those needs.

3CORE would like to extend an invitation for you to become a partner. As a partner, 3CORE will work with you to perform an assessment of your needs and help to identify partnerships, resources and funding opportunities that are new to you. Our role will be to walk side-by-side with your organization and act as an extension of your staff.



**PARTNERSHIP AGREEMENT BETWEEN
3CORE, Inc.
AND THE TOWN OF PARADISE**

The Town of Paradise hereby agrees to provide \$3,500 as consideration to the 3CORE, Inc. for the Town of Paradise annual partnership under the Economic Development Administration Planning Grant Program.

As a Partner the Town of Paradise shall have access to and may receive services as described in Attachment A. The Town of Paradise shall also have access to and may receive additional services as those described in Attachment B on a Fee-for-Service basis.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agent(s) this ____ day of _____, 2015.

Town of Paradise

Name: _____
 Lauren Gill

Date: _____

Title: Town Manager

3CORE, Inc.

Name: _____
 Marc Nemanic

Date: 4/20/15

Title: Executive Director

PARTNERSHIP AGREEMENT

ATTACHMENT A – ANNUAL or CONTINUING SERVICES THROUGH A S.W.O.T. SCOPE OF WORK

3CORE is to help implement activities necessary or appropriate for the Town of Paradise.

- ◆ Development and annual update of the Comprehensive Economic Development Strategy (CEDS) for the District and related priority projects.
- ◆ Map a local S.W.O.T. analysis and a consensus scope of work detailing Partner priorities, timelines, budget, and responsibilities of 3CORE and Partner
- ◆ Planning and execution of at least two (2) meeting held with your jurisdiction annually to update priorities and provide status reports of pending activities within the District.
- ◆ Identification of funding sources for S.W.O.T. priorities within the CEDS.
- ◆ Staff hours spent managing the Economic Development Administration Planning District as required by EDA.
- ◆ Maintaining key memberships in national, state, and regional organization representing the tri-county region.

PARTNERSHIP AGREEMENT

ATTACHMENT B – SERVICES ON A FEE-FOR-SERVICE BASIS

Fee-for-Service Contracts – Jurisdictions who decide to execute Fee-for-Service contracts are typically required to go through a competitive procurement process.

The Fee-For-Service rate is Sixty-Five Dollars an hour (\$65.00).

3CORE may provide the Town of Paradise with services on a **Fee-for-Service** basis that may include but not be limited to the following:

- ◆ Identification of funding sources for various public sector projects outside the local S.W.O.T. scope of work or the Comprehensive Economic Development Strategy (CEDS).
- ◆ Planning, organization, writing, and submittal of State Community Development Block Grant (CDBG) Over-the-Counter (OTC) grants.
- ◆ Development of grant applications to various State and Federal Agencies not identified as priorities within the CEDS.
- ◆ Contract economic development staff.
- ◆ Grant/Project Management and/or Administration. Tasks could include such items as: overseeing subcontractors, tracking project budget, ensuring that project timelines are adhered to, preparation and submittal of various reporting documents, acting as a conduit between local Partner and project consultants or project subcontractors, other project management related items.
- ◆ Grant/Project Implementation. Implementation of various grants including those related to community visioning, business needs assessments, general plan revisions, economic development plan preparation/implementation, various feasibility studies, and community development.
- ◆ Business Retention/Expansion Program planning, implementation, and management.
- ◆ Loan portfolio management
- ◆ Loan pre-qualification and underwriting



**Town of Paradise
Council Agenda Summary
Date: September 8, 2015**

Agenda Item: 3(j)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Crystal Peters, Human Resource & Risk Management Manager

Reviewed by: Lauren Gill, Town Manager

Subject: Crime Policy in Lieu of Bonding Town Officers and Employees

Council Action Requested:

1. Approve Resolution No. 15-___, A Resolution of the Town Council of the Town of Paradise approving government crime policies for the purpose of bonding town officers and employees and establishing policy limits, or

Alternatives:

Refer the matter back to staff for further development and consideration.

Background:

California Government Code 36518 and 36519 requires that Town Council by resolution establish the penal sum of the bond for the position of Town Clerk and Town Treasurer and for any other officer or employee of the Town.

Discussion:

The Town uses a Government Crime Insurance Policy in lieu of a surety bond to provide coverage for Town officers and employees. The Town's insurance JPA, NCCSIF, requested that the attached resolution be approved to confirm the policy limits and Council consent.

Fiscal Analysis:

No additional costs will be incurred by the approval of this resolution. The government crime policy is already in place and has been included in the 2015/16 budget.

**TOWN OF PARADISE
RESOLUTION NO. 15-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING GOVERNMENT CRIME POLICIES FOR THE PURPOSE OF BONDING
TOWN OFFICERS AND EMPLOYEES AND ESTABLISHING POLICY LIMITS**

WHEREAS, California Government Code §36518 requires Town Council by resolution establish the penal sum of the bond for the position of Town Clerk and Town Treasurer: and

WHEREAS, California Government Code §36519 provides that the Town Council may require bonds of any other officer or employee of the Town; and

WHEREAS, California Government Code §1480 provides that every officer, agent or employee not required by statute to give an official bond may be required to give an individual official bond or other form of individual bond in the amount to be fixed by the appointing power and such bond shall inure to the benefit of the appointing power, state, county or municipality by whom such officer, employee, or agent is employed as well as the officer under whom the employee or agent serves; and

WHEREAS, Paradise Municipal Code section 2.04.040 requires the Town Manager shall furnish a surety company bond to be approved by the Council; and

WHEREAS, California Government Code §1481 (b) provides that notwithstanding any other provision of law when deemed expedient by the legislative body of a local public agency, a master official bond or other form of master bond may be used which shall provide coverage on more than one officer, employee, or agent of the local public agency, whether elected or appointed who is required by statute regulation, the appointing power, the governing board of a local public agency, or the board of supervisors of a chartered or general law county to give bond; and

WHEREAS, California Government Code §1481 (c) provides that a master bond under this section shall be in the form and for the term which is approved by the appointing power or the legislative body of a local public agency and shall inure to the benefit of the appointing power, state, or local public agency by whom the officer, employee, or agent is employed as well as the officer or officers under whom the employee or agent serves.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise as follows:

Section 1. Pursuant to Government Code §1481, Town Council deems it expedient that the bonding of the Town of Paradise requirements for public officers and employees required by California Government Code sections 36518 and 36519 and Paradise Municipal Code section 2.04.040 shall be in the form of a Government Crime Insurance Policy that provides coverage for Town officers and employees.

Section 2. That the limits of the Government Crime Policy shall be at least \$1,000,000 per occurrence for employee theft, with a deductible amount of not more than \$5,000.00 per occurrence, with sub-limits for other forms of loss covered by the policy as deemed appropriate.

Section 3. That the premiums shall be paid by the Town.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 8th day of September 2015, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Mayor Greg Bolin

ATTEST:

APPROVED AS TO FORM:

JOANNA GUTIERREZ, Town Clerk

DWIGHT L. MOORE, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: September 8, 2015**

Agenda Item: 5(a)

Originated by: Colette Curtis, Administrative Analyst
Reviewed by: Lauren Gill, Town Manager
Subject: Public Hearing – 2014-2015 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program

Council Action Requested:

- 1) Conduct a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program
2. Authorize the Town Manager to submit the CAPER to the Department of Housing and Urban Development

Background:

At the conclusion of each program year, the regulations that govern the Community Development Block Grant (CDBG) Program require the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines CDBG program accomplishments and expenditures, as well as providing an evaluation of the town's progress toward meeting its community development goals and objectives.

The report covers activities, regardless of the year in which it was funded, that are still open and active. A copy of the *draft* CAPER is attached for your review and approval. Any comments received during the hearing will be incorporated into the final document prior to its submittal to HUD regional office.

Fiscal Impact Analysis:

The completion of the report does not require an additional expenditure. Staff time is covered by Community Development Block Grant Program funds. General Fund expenditure is not required. However, failure to complete the report could jeopardize future CDBG funding.



Town of Paradise, California

FIFTH PROGRAM YEAR CAPER

(July 1, 2014 through June 30, 2015)

GENERAL

Executive Summary

The Consolidated Annual Performance and Evaluation Report (CAPER) covers the program year beginning July 1, 2014 and ending June 30, 2015. The Town of Paradise, through its Community Development Block Grant (CDBG) program, has developed a strategy that focuses on cultivating Paradise as a viable community by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons. The Town received \$173,625 in Community Development Block Grant funds for the 2014-2015 program year. The funds were allocated in compliance with the 2014-2015 Annual Action Plan as approved by the Paradise Town Council. The activities funded in the 2014-2015 program year were:

- Public Service.....\$26,043
- Housing Assistance.....\$112,857
- Planning and General Administration.....\$34,725

COMMUNITY ORGANIZATION FUNDING – PROGRAM YEAR 2014-2015

As a part of the Community Development Block Group (CDBG) Annual Plan process, the Town has the option of allocating a maximum of 15% of its annual CDBG budget to fund eligible public services in the community. Council directed staff to establish a sub-committee consisting of two council representatives and two staff members to hold preliminary interviews with interested subrecipients. The purpose of the subcommittee was to meet with the subrecipients and make a formal recommendation to the Council for final approval.

In accordance with HUD regulations, a notice was published in the newspaper announcing that funding would be available. Notices were placed at the Family Resource Center, the Senior Center, and the Library, and in the Chamber e-newsletter. As a courtesy, notices were also sent to prior year subrecipients, as well as to agencies that called for applications. Thirteen organizations responded to the request for funding proposals by submitting a formal application, and were eligible for the interview. The subcommittee, consisting of Council members Rawlings and Jones, along with the Town Manager and the Administrative Analyst, met with each of the applicants on March 12, 2014.

In forming its recommendation, the committee discussed the current economic downturn and its effect on non-profit organizations, especially those that provide vital services that assist individuals and families in crisis. Although all of the organizations were deserving, the Town's allotment was much smaller than the requests for funding. This is a major factor in the discrepancy between the number of proposed vs. actual accomplishments. The committee was

faced with a tough decision and decided to focus on emergency and vital services that assist individuals and families in crisis, especially those badly affected by the economy.

Applicant Name	Requested Amount	Final Recommendation	Proposed Program
Peg Taylor	\$5,500	0	Services for physically & developmentally challenged residents and services for senior population.
Catalyst	\$10,000	\$5,548	Provides services to meet the needs of domestic violence victims and children, provide shelters, hotlines, counseling, restraining orders.
Youth for Change	\$8,000	\$7,548	Assistance to low income families to pay for emergency needs and bills.
Boys and Girls Club	\$2,500	\$2,500	Provide funding for new program "Diplomas to Degrees" to help disadvantaged youth finish school and apply to college.
Paradise Senior Center	\$15,109	\$4,447	Expand current programs for senior citizens.
Paradise Center for Tolerance and Nonviolence	\$3,750	0	Expand bullying prevention program for kids.
Paradise Recreation and Park District	\$4,000	\$4,000	Scholarships for low/moderate income youth to participate in PRPD Youth Sports.
Salvation Army	\$2,000	\$2,000	Provide monetary assistance to residents for temporary shelter.

Total Requested **\$50,859** \$26,043

Funds Available **\$26,043**



Boys and Girls Club provided funding for new program "Diplomas to Degrees" to help disadvantaged youth finish school and apply to college.



Catalyst Domestic Violence Services-Prevent and reduce the incidence of domestic violence in Butte County by intervening in the cycle of violence through crisis intervention services and community education.



Youth for Change- The programs utilize a strength-centered approach, which draws upon community resources to meet the needs of families and children. Program emphasis is on treating the whole child with the goal of family reunification. Assistance was provided to low income families to pay for emergency needs and bills.



Salvation Army provides temporary shelter for individuals and families in times of extreme need. CDGB funds are used to pay for the motel rooms provided in emergency situations for individuals and families with nowhere else to go.



Paradise Recreation and Park District provided scholarships for low/moderate income youth to participate in sports programs such as little league, swim team, swimming lessons, and soccer.



Paradise Senior Center used their funding to expand their current programming for senior citizens in Paradise with a focus on improving the mental and physical health of senior residents.

Housing Programs

During the 2014-2015 fiscal year, approximately \$30,000 was spent on mortgage assistance and \$140,072.90 on owner-occupied housing rehabilitation. These amounts include all funding sources, including CDBG and HOME funds. Our housing program is very successful and crucial to the Town's low/mod income residents and the Town's stock of affordable housing opportunities available to low/mod income residents.

Public Facilities

The Town of Paradise provided \$350,000 of CDBG funds for the construction of a wastewater system serving Paradise Community Village, a 35-unit rental housing development, which is occupied by low and very low income residents. This project was completed in FY12-13 and rented in FY13-14. Decent, safe and affordable housing is difficult to provide in Paradise because of the high cost of wastewater disposal. The Town has no wastewater treatment facility and every lot must be able to support an onsite septic treatment and disposal system. This drives up the cost of affordable housing considerably. The units at Paradise Community Village are managed by an onsite resident manager and there are services and programs available for residents. The Town partnered with the Community Housing Improvement program (CHIP) who has a reputation and long-standing record for building and maintaining quality affordable housing units. The facility is now open and fully rented up as of October 2013. The Town continues to work with CHIP on development plans for the land surrounding Paradise Community Village. The Town also continues to monitor Paradise Community Village annually to ensure compliance with CDBG guidelines.



Managing the Process

The Community Development Block Grant Program is an integral component of the Town's housing and community development strategy. To ensure that Community Development Block Grant funds are used to benefit the highest number of income eligible households and to coordinate the CDBG Program with other federal, state and local programs, management responsibility has been assigned to the Business and Housing Services Division which is under the purview and direction of the Town Manager.

The Business and Housing Services Division was initially formed in 1994, the first year the Town of Paradise received Community Development Block Grant funds. The Division provides daily program

management, oversight, and long range planning and coordination with other non-profits and other public agencies that provide services to low income individuals and families in the community. Specifically, the Division staff manages the housing programs to ensure compliance with program regulations, including income eligibility, the sub-recipient program to ensure eligibility and regulatory compliance; and public facilities projects to make certain that the program meets national objectives and compliance with program regulations.

In addition to staff's responsibilities for program management, the Paradise Town Council is directly involved in the development and adoption of the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report. The Council makes the final selection of sub-recipient organizations and decides the final allocation of CDBG funds. Citizen involvement is inherent in the development and implementation plan process as oversight of the program. The Annual Action Plan and the Consolidated Annual Performance and Evaluation Report are available for public review and comment during the respective comment periods. The Town Council, following noticed public hearings, enacts final adoption of each.

Lastly, the Town's independent auditing firm monitors all federal and state funded programs for compliance in accordance with the requirements of the Single Audit Act. The results of the audit are filed with the federal and state agencies, as required by the various funding agencies.

Citizen Participation

The following Public Notice was published in the Paradise Post, a newspaper of general circulation in the Town of Paradise on August 15th, 2015.

**TOWN OF PARADISE
PUBLIC NOTICE OF THE 2014-2015 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER)**

The Town of Paradise seeks public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG). The CAPER, prepared for the U.S. Dept of Housing & Urban Development (HUD), reports on specific federal housing assistance/community development activities that occurred during the July 1st, 2014 - June 30th, 2015 program year.

Copies of the draft CAPER are available for public review at: Town Hall (5555 Skyway), Family Resource Center (6249 Skyway), Butte County Library (5922 Clark Road), the Paradise Senior Center (877 Nunneley Road) and the Town's website (townofparadise.com.) These locations are known to be accessible to persons with disabilities; to persons of low/moderate income, as well as to citizens-at-large who may be interested in participating through public commentary.

Written and/or verbal comments will be accepted during the 15-day public notice period beginning August 17, 2015. Comments can also be made at one of two public hearings on September 8th at 3:00 p.m. and again at 6:00 p.m., during the regular Paradise Town Council meeting (or as soon thereafter as possible) at Town Hall. Comments received at the meetings will be included in the report. If you challenge any issues stated above in court, you may be limited to raising only those issues raised at said public hearing, or in written correspondence delivered to the Town Manager at, or prior to, the public hearing.

For information or to submit comments, contact Colette Curtis at 530-872-6291 x-112. For special accommodations, call 48 hours in advance of the meeting. TDD users call CA Relay Service TDD Access #1-800-735-2929.

Institutional Structure

The Town Institutional Structure is as follows:

A five member Town Council holds public hearings on Consolidated Plan, Annual Plans and CAPER reports and approves funding for Public Service Agencies

The Town of Paradise, Business and Housing Services staff provides the main administrative and project management duties over the CDBG program. The BHS Staff is under the management of the Town Manager. Staff prepares the Consolidated Plan, Annual Plans and Consolidated Annual Performance Evaluation Reports (CAPER) for each CDBG program year. The oversight of the CDBG program is provided by the Town Manager. All reports and plans are reviewed by Council before submitted to HUD.

The Town works closely with non-profit organizations in the area that provide specific programs to the citizens of Paradise. These organizations provide services to very low-, low- and moderate-income residents, including the frail and elderly, mentally disabled, physically disabled, homeless, and at-risk youth. These organizations submit funding requests to the Town to qualify for money that comes out of the Community Needs Category. As required by HUD, 15% of annual funding is set-aside for these organizations.

The Town is also focused on collaboration between government agencies; community needs organizations, and local businesses. Community stakeholder meetings give Butte County service organizations an opportunity to submit input regarding the populations these organizations serve, their current and future needs, challenges and successes. The following are some of the organizations we are involved with: Family Resource Center, Youth for Change, Project Vision, Loaves and Fishes Food Ministry, STRIVE, Peg Taylor Center for Adult Day Health Care, Legal Services of Northern California, Community Housing Improvement Program and Community Housing Credit Counseling Center, Boys and Girls Club of the North Valley, Passages, CCSP Torres Community Shelter, Paradise Center for Tolerance and Nonviolence, Salvation Army-Paradise Center, Paradise Meals on Wheels, and the Work Training Center.

Program Monitoring

The Town follows the procedures adopted in the Code of Federal Regulations, created by the Office of the Assistant Secretary of Community Planning and Development that pertain to Community Development programs are contained within Part 570 for CDBG entitlement communities. Once applications for grant funding are received and reviewed by staff, they go through a competitive review process and recommendations are decided by a funding committee and forwarded to the Town Council for final approval. After funding decisions are made, organizations are required to sign a contract with the Town outlining the rules and regulations of public service funds. They are required to submit the required documents and reference material related to grant funding. These organizations are required to report quarterly to the town and also provide an end of year report which is reviewed and input into IDIS for yearly accomplishments at the close of the program year. Organizations are audited and staff

performs site visits on a yearly basis. If organizations are not submitting reports on-time or are unable to follow through with program requirements, staff will monitor the organizations to make sure that HUD regulations are being met, or funding is relinquished. At the end of each funding year, staff reviews the accomplishments of community service agencies to determine their ability to serve the residents of Paradise and meet the program requirements.

The Town also follows all applicable program requirements, regarding housing projects and lead-based paint standards. Housing applicants are reviewed thoroughly by staff to ensure they have met all eligibility requirements. This may include verification of employment, assets, banking, credit reports and income tax information. Site inspections are utilized to ensure that the housing; whether a purchase or rehabilitation complies with safety and health requirements of the programs. Recipients are verified annually through utility billing verification to ensure owner occupancy of the property.

The Town of Paradise Consolidated Plan outlines a 5-year housing and community development strategy focused on developing Paradise as a viable community by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons. The plan, which sets the goals and objectives for the Community Development Block Grant (CDBG), is in effect from 2010-2015.

The mission of the Strategic Plan is to develop a working document that guides a five year planning process that identifies the needs of the community and then prioritizes available funding in order to plan and prepare for meeting the needs identified in the process. By identifying current needs of our residents, the town is then able to determine the future needs and funding priorities that will help close these gaps to help make Paradise a better community.

This document also evaluates the past performance during the last five years that the Town administered its CDBG program. CDBG funding is an important part of the town's overall strategy to promote a viable community and to help provide decent, safe, and affordable housing.

Goals for the 2010-2015 Consolidated Plan:

1. Improve the condition of the community's housing supply.
2. Improve the community's economic condition.
3. Improve the community's well-being by participating with residents and local stakeholders in community building efforts.

Specific Objectives for the 2010-2015 Consolidated Plan:

1. Provide opportunities that expand the employment base for the Town.
2. Provide programs/projects that allow opportunities for increased jobs.
3. Provide 36 affordable rental housing units
4. Rehabilitation/repairs of 5 low-income, owner-occupied homes
5. Mortgage assistance or 5 low-income first-time homebuyers

6. Improve streets, road, parking, traffic circulation in the downtown, which encompasses a HUD identified low-income neighborhood, to allow for business-owners to better provide goods/services.
7. Provide funding opportunities to non-profits and agencies serving low income residents and residents with special needs.
8. Provide education and improved transportation for those services mentioned above.
9. Provide recreational opportunities for at-risk youth and low-income/disadvantaged children.
10. Infrastructure that will improve the opportunities for businesses to prosper.
11. Improve pedestrian safety, especially projects that provide opportunities for children to travel safety throughout the community and in their respective neighborhoods.

The planning and public participation process which is such an integral component of the Community Development Block Grant Program has been useful in identifying a multitude of community needs. The process has provided a means to express those needs, but more importantly, it has fostered a cooperative relationship between the town government, community based organizations, and residents. As with most communities, the needs far outweigh the resources available to confront and resolve those situations. However, as illustrated in the Priority Needs table, the CDBG Program has endeavored to place funding in those areas of high need. The luxury of funding medium or low priority activities is not one that the town can afford.

The program has identified and funded housing programs, public parks projects, and supported activities for a variety of non-profit organizations. Those efforts have achieved results both in the field and in the town's ability to secure additional public and private sector funding to support those programs.

The town's barriers to even greater program success are, most likely, the same as those experienced by any other American city. Resources – money and staff – are the limiting factors that negatively influence the town's ability to reach its goals.

The Town of Paradise funds only programs and/or projects that principally benefit low and moderate-income individuals and families, or benefit a HUD identified low and moderate-income neighborhood, of which the town has three.

The Town of Paradise did not conduct any activities that resulted in the relocation of tenants and/or homeowners during the program year. The town makes every effort to accomplish its goals and objectives without displacing our residents and businesses.

The Town stays below the one-1/2 times grant amount cap on unspent funds. Expenditures do not differ substantially from letter of credit disbursements because the Town operates its CDBG Program on a reimbursement basis.

While the Community Development Block Grant Program is charged with reversing the symptoms of a declining community, staff understands that doing so is more than just good planning and implementation. Obstacles must be overcome in order to eliminate the needs of an under-served

population and reverse decades of community deterioration. CDBG funding goes a long way towards meeting the needs of the underserved and low/moderate income families in the Town.

In other cases, the obstacle is one resulting from a market economy, such as what happened with the Town's rapidly escalating mortgage crisis. The housing down-turn has steadied housing prices and has left more houses on the market because individuals are concerned about the rising prices of fuel, energy and food.

Homes eligible for the HOME-funded mortgage assistance program must not only be affordable to income-eligible buyers, but they must also be in "FHA loanable" condition. Lower priced homes do not meet these and other requirements, resulting in a slump in first time homebuyer program activity.

Lead-based Paint

The Town of Paradise manages owner-occupied residential rehabilitation programs and mortgage subsidy programs for first time homebuyers. These programs are funded under a HOME grant from the California Department of Housing and Community Development (HCD). The HCD funded HOME program requires that lead clearances be obtained for both the residential rehabilitation and mortgage subsidy programs.

HOUSING

The Town of Paradise manages an owner-occupied residential rehabilitation program and a mortgage subsidy program for first time homebuyers. The owner-occupied residential rehabilitation program offers low- and moderate-income homeowners the opportunity to remain in housing that has been affordable to them in some cases for over twenty years, by bringing substandard living conditions up to a standard level. The Town of Paradise is completely dependent on septic tanks and leach fields for the disposal of wastewater which can pose a serious health/public health issue if these systems fail, as well as an affordability issue, given the extreme costs of replacing failed systems. Absent the Town's assistance, these homeowners would not be able to afford the cost of home maintenance, deferred maintenance, and wastewater disposal system replacement. The challenge of coming up with the significant funds needed to cover these expenses is difficult for low- to moderate-income households.

Specific Housing Objectives

As stated in the Annual Action Plan, 18 households would be assisted during the program year. During the program year, a total of 19 low-income households received assistance under the Town's housing rehabilitation and first-time homebuyers programs. The recipients received assistance under the CDBG and HOME.

Public Housing Strategy

The Housing Authority of Butte County administers a Section 8 rental-housing program in the Town of Paradise. The Housing Authority also owns a multi-family complex in town that rents a mixture of market and subsidized units. Although the Town has not been directly involved in the administration of either program, the Town and the Housing Authority maintain a close working relationship and assist one another whenever requested.

Barriers to Affordable Housing

The Town has identified the availability of properly priced housing as the principal barrier to affordable housing in the community. Over the past two decades, much of the newly constructed housing has been custom homes – a market segment not generally available to low- and moderate-income households. Therefore, it is important to maintain the community’s housing stock that is affordable to low- and moderate-income households. To do so, the Town provides a residential rehabilitation program for owner-occupied housing, and a mortgage subsidy program to assist first-time homebuyers.

The residential rehabilitation program allows low- and moderate-income families to remain in a house that they can afford. The increase in the housing market is increasing the demand for mortgage subsidy assistance, but the rising home prices is decreasing the number of available affordable units.

HOME

The Town was awarded \$1,000,000 for the 2014 HOME Grant for owner-occupied rehabilitation and tenant-based rental programs. In addition, the Town has \$231,395 remaining on their 2012 HOME grant.

HOMELESS

Homeless Needs

The Town’s participation in meeting the needs of its homeless population is evolving. A coalition of service providers and concerned residents of both Paradise and the surrounding unincorporated area have formed a community-based task force. The task force is developing a plan of action to identify and address the extent of the homeless situation on the Ridge, the characteristics of the homeless population, resources available to confront the needs, and the responsible agencies that need to be involved in this effort.

The task force is using data collected from a 2013 survey of the area’s homeless population. The homeless census and survey was completed and the count indicates that Paradise and adjacent unincorporated areas have 83 homeless individuals. The survey shows that many of the homeless are “couch surfers” and single-parent families living with friends and relatives. As such, a significant element of the homeless population may not meet the federal definition of “homeless”. While this does not diminish the need or the community’s commitment to confronting the issue, it does make funding programs to address the needs more difficult.

The Town of Paradise does not directly administer a transitional housing program. The Town and CDBG Program support the local women’s’ shelter and that shelter provides emergency and transitional housing.

The Town of Paradise did not seek funding under the SuperNOFA.

Specific Homeless Prevention Elements

The Town takes two approaches to homeless prevention. The first is our residential rehabilitation program. This program provides for the repair of items that threaten the homeowner's ability to remain in the home. The Town of Paradise is an un-sewered community, and as such relies on septic tanks and leach fields located on the homeowner's property to dispose of wastewater. A failed wastewater system can result in health and safety issues. Furthermore, many of the homes that are occupied by low and moderate-income residents were constructed on smaller lots that can no longer accommodate the disposal of wastewater. This generally results in the need to construct/install special and often technologically advanced systems. These systems can resolve the wastewater issue but they range in price from \$30,000 to \$60,000 – a cost that low and moderate-income residents cannot afford. The residential rehabilitation program makes it possible for these residents to remain in their homes.

The Town of Paradise also supports two community-based organizations that aid in the prevention of homelessness. The CDBG Program funds the Family Resource Center (Youth for Change). The Center's Family Support Program provides direct services and interventions to income eligible families with the goal of avoiding those catastrophic situations that often result in unemployment, delinquent rent payments, and homelessness.

The CDBG Program also funds Catalyst, a women's advocacy group that also provides emergency and transitional housing predominantly for abused women and their children. Services are also available for abused men. The emergency shelter provides an immediate safe harbor and time to recover and regroup from the abusive situation.

Emergency Shelter Grants (ESG)

The Town of Paradise does not receive ESG funding.

COMMUNITY DEVELOPMENT

The long standing success of the Community Development Block Grant Program is its ability to serve as a catalyst. This, or any other program, will never have funding in the amount needed to address all of the community's needs. However, community leaders have been successful in using the CDBG program to bring community needs to light, fund a demonstration project or a model program, and use the new found support and experience to garner even greater community support as well as new funding sources. This broad based community involvement ensures that the community's goals and objectives and the CDBG program's goals and objectives are not only consistent, but the means to address and resolve the needs are coordinated.

All of the Town's housing programs are available to income qualified households. In addition, the Town's HOME application for the construction of 36 affordable housing units includes a set aside of units for very low income tenants.

The Town of Paradise pursues all reasonable grant opportunities to fund a variety of housing and community development projects. Staff has been successful in obtaining federal and state funding.

All CDBG funds are used to meet national objectives.

The program endeavors to avoid displacing any residents, and in fact has not pursued activities that require relocation.

The program year's activities did not include a Low/Mod Job component.

Subrecipients are required to verify the income of their program participants.

The program did not receive program income during the program year.

Prior period adjustments, float-funded activities, lump sum activities, and neighborhood revitalization activities are not included in the Town's CDBG program.

Antipoverty Strategy

In general, the intent of the Town's economic development programs is the creation of living-wage jobs for local residents. Staff continually works with new businesses and existing businesses, with developers and entrepreneurs, and with local business associations to expand opportunities and strengthen the current state of the local economy; especially to attempt job creation for low/mod citizens

The CDBG Program also continues to fund the Family Resource Center's Family Support Program, which as previously mentioned works with families to avert catastrophic events and strengthen the skill sets needed to move out of poverty and into more stable family and economic situations.

NON-HOMELESS SPECIAL NEEDS

Non-homeless Special Needs

California's legal system is attempting to come to grips with the number of inmates incarcerated for substance related crimes. Many of those imprisoned for substance abuse are being granted an early release and treatment in group home settings. While our local treatment providers knew of the impending change, the sheer number of inmates released to these programs resulted in housing related issues.

Staff has been actively assisting the largest substance related treatment provider in the effort to expand the bed count in group home settings. Staff provided assistance with all aspects of land use, building, and wastewater disposal permits. Additionally, the Town provided a forum to discuss the multitude of issues resulting from this new approach to the treatment and rehabilitation of non-violent substance abuse offenders.

The issue is by no means resolved. The demand for beds has caused a near "gold rush" mentality. While staff will continue to work with service providers, it is the individuals who believe that they can set up a group home and offer meaningful, results-oriented rehabilitation that continues to cause a problem – not so much for the Town as an organization, but for the overall community and certainly those entering the programs. This situation will continue to be the principle non-homeless special needs issue for the foreseeable future, and staff will continue to play a part in its solution.

Specific HOPWA Objectives

The Town of Paradise does not administer a HOPWA program.



**Town of Paradise
Council Agenda Summary
Date: September 8, 2015**

Agenda Item: 7(a)

Originated by: Lauren Gill, Town Manager

Subject: Resolution No. 15-__ Granting Consent to the County of Butte to form the Butte County Tourism Business Improvement District (BCTBID)

Council Action Requested:

- 1) Adopt Resolution No. 15-__ granting consent to the County of Butte to form the Butte County Tourism Business Improvement District (BCTBID).

Background:

On July 14, 2015, the Paradise Town Council heard a presentation from Casey Hatcher, Butte County Principal Management Analyst, about the Butte County Tourism Business Improvement District. During this presentation, Ms. Hatcher outlined the desire of Butte County lodging business owners to increase overnight stays through tourism marketing.

The purpose of the BCTBID is to promote tourism to Butte County and increase overnight stays at lodging businesses within Butte County. In order to fund tourism promotion services, district members (lodging businesses) will levy an assessment of 2% on gross, short-term rentals. The funds are committed to the BCTBID Owners' Association, which will be comprised of all district members and governed by a Board of Directors chosen by the district membership. The Management District Plan (MDP) for the BCTBID outlines the details for the district including district boundaries, budget, services, governance, and district membership. Forming the BCTBID establishes a committed, consistent source of funding to promote tourism to Butte County.

The BCTBID is strongly supported by the Paradise Ridge Chamber of Commerce, with Chamber Vice President Jay Cooke speaking at the July 14th meeting in support of the BCTBID.

Discussion:

Short-term lodging businesses in Butte County submitted petitions requesting the Butte County Board of Supervisors initiate proceedings to form the BCTBID in accordance with the Property and Business Improvement District Law of 1994. On August 11, 2015, the Butte County Board of Supervisors adopted a Resolution of Intention to form the BCTBID, Resolution No. 15-107, which includes a request for the Council for the Town of Paradise to consider a Resolution granting consent to the County to form the BCTBID.

Fiscal Impact Analysis:

There is no impact to the General Fund. Several hours of staff time will be required each month to collect the assessment and remit the funds to the Owners' Association. The Town of Paradise can recover costs associated with collecting the assessment up to 2 percent of the total funds collected.

**TOWN OF PARADISE
RESOLUTION NO. 15-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, STATE OF CALIFORNIA, GRANTING CONSENT TO THE COUNTY OF BUTTE TO FORM THE BUTTE COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT (BCTBID)

WHEREAS, the County of Butte is beginning the process to form the Butte County Tourism Business Improvement District (BCTBID) pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., to promote tourism and the lodging businesses in Butte County; and

WHEREAS, the Board of Supervisors of the County of Butte has requested consent to form the BCTBID in the Town of Paradise with adoption of Butte Board of Supervisors Resolution No. 15-107, dated August 11, 2015;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Paradise, as follows:

Section 1: The above recitals are true and correct.

Section 2: The County of Butte is hereby granted consent to include the Town of Paradise in the BCTBID for the formation of the BCTBID and future renewals.

Section 3: The Town Clerk is hereby directed to transmit a certified copy of this resolution to the Clerk of the County of Butte Board of Supervisors.

Section 4: This resolution is effective upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Paradise State of California, held on this 8th day of September, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Greg Bolin, Mayor

ATTEST:

BY: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Dwight L. Moore, Town Attorney



**TOWN OF PARADISE
Council Agenda Summary
Date: September 8, 2015**

Agenda No. 7(b)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Pearson Rd Pavement Rehabilitation Project (Paradise Irrigation District Funded Repair)

COUNCIL ACTION REQUESTED:

1. Award Contract 15-13, Pearson Rd Pavement Rehabilitation Project, to Franklin Construction of Chico, CA in the amount of their bid of \$99,979.00.
2. Acknowledge Paradise Irrigation District's Letter of Intent dated August 27, 2015 to reimburse the Town of Paradise of incurred pavement rehabilitation costs.

Background:

On the afternoon of July 29, 2015, a 12" water main on Pearson Road east of Skyway ruptured. This main break caused water to surface at multiple locations on Pearson Road, causing substantial damage to the roadway. Paradise Irrigation District (PID) crews quickly responded, isolated the leak and then expediently performed the needed repairs to the main over the course of the following 12 hours.

On July 30, 2015, staff met with PID General Manager, George Barber to discuss pavement rehabilitation scope and process. In an effort collaboratively work together, the Town of Paradise agreed to prepare a formal bid solicitation to reconstruct the full width of Pearson Road for a 157' stretch of roadway. This scope is necessary to ensure there are no underground voids and developing sinkholes. Furthermore, the road surface must be repaved to remove all bumps and failures caused by the water main break's extreme upward pressure.

Analysis:

On July 30, 2015, Town of Paradise staff issued a formal Notice to Bidders for the Pearson Rd Pavement Rehabilitation Project. The project work description is as follows:

Work consists of in general of road rehabilitation of a 155' long x 57' stretch of Pearson Road east of Skyway. Includes complete removal of existing hot mix asphalt section, replace 12" Class II Aggregate Base, scarify and recompact subgrade, placement of new 4" section of hot mix asphalt in two 2" lifts, placement of thermoplastic traffic striping and markings and installation of retroreflective recessed markers

The project plans and specifications was provided to twelve local, regional and national contractor exchanges. Plans and specifications were purchased by two contractors.

On August 25, 2015, two bids were received by the Town Clerk and publicly opened. A list of bids received are shown below:

Franklin Construction of Chico, CA	\$99,979.00
Knife River Construction of Chico, CA	\$121,621.50

Franklin Construction of Chico, CA is the project low bidder and their bid has been deemed complete and responsive.

Bid results were shared with Paradise Irrigation District to confirm funding and next steps. On August 27, 2015, Paradise Irrigation District informed the Town of Paradise of their insurance carrier's agreement to cover the pavement rehabilitation costs. This letter is attached to this staff report as Exhibit A.

If awarded by Council, staff expects construction to be completed before the end of September, including 2-3 nights of construction. Staff will continue to coordinate with PID crews currently replacing the 12" main adjacent to the initial break location.

Financial Impact:

The Pearson Road Pavement Rehabilitation Project is 100% funded by Paradise Irrigation District and will be reimbursed to the Town of Paradise. Staff is recommending award to Franklin Construction in the amount of their bid of \$99,979.00 while authorizing a 10% construction contingency of \$9,997.90 for unforeseen costs.

Alternatives:

Delay or modify recommended action.



Paradise Irrigation District

6332 Clark Rd, Paradise CA 95969

Phone: 530-877-4971 Fax: 530-876-0483

www.paradiseirrigation.com

August 27, 2015

Mr. Marc Mattox, Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

RE: Damage Repair to Pearson Road

Dear Mr. Mattox,

This letter serves as confirmation that Paradise Irrigation District will pay the Town of Paradise for the actual cost of repairs to Pearson Road that are due to the leak on our waterline on July 29, 2015. This compensation will be limited to the \$99,979.00 bid price plus a 10% estimated contingency for unforeseen costs that was provided to PID.

Please provide the PID with a final billing, and we will promptly send the claim to our insurance carrier. The Town of Paradise will be solely responsible for ensuring that the pavement restoration is completed.

We truly appreciate your cooperation throughout this incident.

Sincerely,
Paradise Irrigation District

George Barber
General Manager



TOWN OF PARADISE
Council Agenda Summary
Date: September 8, 2015

Agenda No. 7(c)

ORIGINATED BY: Marc Mattox, Town Engineer
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: Clark Rd Safety Enhancements Construction Contract Award

COUNCIL ACTION REQUESTED:

1. Award Contract 14-05, Clark Road Safety Enhancements, to Franklin Construction of Chico, California in the amount of their bid of \$441,441.00 and authorize the Town Manager to execute.

Background:

On April 29, 2013, Caltrans announced Cycle 6 Call-for-Projects for the Highway Safety Improvement Program (HSIP). The purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.

On November 14, 2013, Caltrans approved the Clark Road Safety Enhancements for Federal funding. This project was selected based upon the calculated high Benefit-Cost Ratio using actual collision data between 2007 and 2011 and implementation of safety countermeasures.

The revised project scope proposes the installation of a two-way left turn lane within the existing curb to curb footprint and without reducing travel lanes to create space for collision avoidance maneuvers and refuge for phased left turns. Project limits along Clark Road extend from Wagstaff Road to Bille Road. The project also includes microsurfacing and restriping and constructing safety upgrades to non-ADA compliant ramps, sidewalks, and pedestrian pushbuttons at the signalized intersections.

On May 13, 2013, Town Council approved Program Supplement Agreement No. 015-N for Project HSIPL-5425 (026) to assure receipt of Federal funds for the project.

On August 11, 2015 Town Council adopted a resolution approving the project Plans, Specifications and Estimates for the Clark Road Safety Enhancements and authorized solicitation of bids.

Analysis:

The Clark Road Safety Enhancements Project was formally advertised for bids on August 12, 2015. The project advertisement was published in the Paradise Post on August 12 and August 22, 2015, in compliance with public contract codes and Federal-aid requirements. Plans and Specifications were provided to 12 local, regional, and national construction exchanges. In addition, Plans and Specifications were purchased by several contractors.

On September 3, 2015, two bids were received by the Town Clerk and publicly opened. A list of bids received are shown in below:

<i>Bidder</i>	<i>Bid Amount</i>
<i>Franklin Construction of Chico, CA</i>	<i>\$441,441.00</i>
<i>All American Asphalt of Yuba City, CA</i>	<i>\$493,298.09</i>
<i>Engineer's Estimate</i>	<i>\$360,000.00</i>

Construction costs were higher and number of contractors bidding the project were lower than anticipated. This may be due to a variety of factors including, but not limited to an improving economy and raw material price increases. Funding for the cost increase is further addressed in the Financial Impact portion of this report.

Following contract and insurance processing, Franklin Construction is expected to commence construction in late September / early October. Full project completion including roadway micro-surfacing and final striping may be dependent upon weather and overnight temperatures. In the event of temperature concerns, the contract could be suspended through the winter months and be completed in the spring.

The full proposed contract agreement is provided as Attachment A.

Financial Impact:

The approved project budget was \$412,093 including \$409,593 in Federal Aid funds. As bids came in nearly \$80,000 higher than anticipated, staff requested guidance from Caltrans on potential securing additional funds to cover the increased costs. On September 3, Caltrans notified the Town of Paradise to proceed with contract award and additional Highway Safety Improvement Program Funds would be allocated to the project.

A total breakdown of project phases and expected costs is provided in the table below:

Item / Phase	Approved Federal HSIP	Additional Federal HSIP	Gas Tax (CIP 9367)	Total
Preliminary Engineering	\$22,500	\$0	\$2,500	\$25,000
Construction	\$362,093	\$79,348	\$0	\$441,441
Construction Contingency	\$0	\$44,144	\$0	\$44,144
Construction Engineering	\$25,000	\$0	\$0	\$25,000
Total	\$409,593	\$123,492	\$2,500	\$535,585

The table above will be updated when a recommended contract award is known.

Alternatives:

Delay or modify recommended action.

Town of Paradise
Department of Public Works
Owner-Contractor Agreement

Contract No. 14-05, Clark Road Safety Enhancements

THIS AGREEMENT, made this 9th day of September, 2015, in triplicate, between the **Town of Paradise** ("Town"), and **Franklin Construction, Inc.**, ("Contractor").

ARTICLE I. – WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees, at Contractor's own proper cost and expense, to do all the project 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, the project work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010 (within the Caltrans Standard Specifications, the word "Department" shall mean the "Town") and the Labor Surcharge and Equipment Rental Rates in effect on the date the project work is accomplished, which the 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 Notice to Bidders, Special Provisions, Bid Documents, and Contract Forms included in this Agreement are dated August 12, 2015 and are entitled:

Contract Specifications and Bid Book
for
Clark Road Safety Enhancements

Contract 14-05
Federal Project No. HSIPL 5425 (28)

The Project Plans for the project work are dated August 12, 2015 and are entitled:

Project Plans
for
Clark Road Safety Enhancements

Which are hereby made part of this Agreement.

ARTICLE II. – The Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the project work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the project work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the project work until its acceptance by the Town of Paradise and for all risks of every description connected with the project work; also for all expenses incurred by or in consequence of the suspension or discontinuance of project work and for well and faithfully completing the project work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit.

ATTACHMENT A

**Contract Bid Items
 for
 Contract No. 14-05, Clark Road Safety Enhancements**

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	Jobsite Photographs and Video	LS	1	\$1,000.00	\$1,000.00
2	Stormwater Pollution Protection Plan and BMPs	LS	1	\$3,359.66	\$3,359.66
3	Traffic Control System	LS	1	\$82,218.00	\$82,218.00
4	Demolition	SF	7772	\$8.00	\$62,176.00
5	Minor Concrete, 6" Curb and Gutter	LF	604	\$26.00	\$15,704.00
6	Minor Concrete, Pedestrian Access Ramp	EA	13	\$1,850.00	\$24,050.00
7	Minor Concrete, Pedestrian Access Island Modifications	EA	4	\$1,850.00	\$7,400.00
8	Minor Concrete, Driveway	SF	635	\$10.00	\$6,350.00
9	Minor Concrete, Sidewalk	SF	140	\$7.00	\$980.00
10	Truncated Domes, Federal Yellow, Surface Applied	EA	3	\$425.00	\$1,275.00
11	Truncated Domes, Federal Yellow, Cast-in-Place	EA	26	\$425.00	\$11,050.00
12	Pavement/Concrete Restoration Area	SF	2152	\$21.00	\$45,192.00
13	Type III Microsurfacing	SY	30659	\$3.26	\$99,948.34
14	Signal Modifications (Clark Road at Bille Road)	LS	1	\$26,800.00	\$26,800.00
15	Signal Modifications (Clark Road at Wagstaff Road)	LS	1	\$26,800.00	\$26,800.00
16	Thermoplastic Striping, 12" White	LF	1281	\$4.00	\$5,124.00
17	Thermoplastic Striping, Detail 9 Lane Line	LF	7552	\$1.00	\$7,552.00
18	Thermoplastic Striping, Detail 22 Centerline	LF	1897	\$2.00	\$3,794.00
19	Thermoplastic Striping, Detail 29 Center Median	LF	78	\$3.00	\$234.00
20	Thermoplastic Striping, Detail 32 Center Turn Lane	LF	2076	\$3.00	\$6,228.00
21	Thermoplastic Striping, Detail 38 Channel Line	LF	738	\$2.00	\$1,476.00
22	Thermoplastic Marking, Type IV Arrow (L)	EA	42	\$65.00	\$2,730.00
TOTAL BASE BID AMOUNT =					\$441,441.00

ARTICLE III. – The Town hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the project work according to the terms and

ATTACHMENT A

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 above set forth; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained in this Agreement.

ARTICLE IV. – Contractor certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the project work of this Agreement.

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 20104.8; 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.

ATTACHMENT A

- (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.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands the year and date first above written

TOWN OF PARADISE

By _____
Lauren Gill, Town Manager

CONTRACTOR

By _____
Franklin Construction, Inc.

Licensed in accordance with an act providing for the registration of contractors,
License No. _____
Federal Employer Identification Number _____

ATTACHMENT A

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 _____

Town of Paradise
Department of Public Works
Federal Minimum Wage Rates

10-Day Rule Check: August 28, 2015

Effective Wage Determination:

[Modification Number 15 of General Decision Number CA15009 08/14/2015 CA9](#)

General Decision Number: CA150009 08/14/2015 ATTACHMENT A

Superseded General Decision Number: CA20140009

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: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015
4	02/13/2015
5	02/20/2015
6	03/27/2015
7	04/17/2015
8	05/01/2015
9	06/05/2015
10	06/19/2015
11	07/10/2015
12	07/17/2015
13	07/31/2015
14	08/14/2015

ASBE0016-001 01/01/2014

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 ATTACHMENT A
Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)

Area 1.....	\$ 57.15	18.72
Area 2.....	\$ 44.05	18.62

ASBE0016-007 01/01/2015

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.....	\$ 28.30	7.75
AREA 2.....	\$ 32.38	7.75

BOIL0549-002 01/01/2013

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties..	\$ 42.06	33.43
(2) Remaining Counties.....	\$ 38.37	31.32

BRCA0003-001 08/01/2013

Rates Fringes

MARBLE FINISHER.....	\$ 28.05	14.01
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BRCA0003-004 05/01/2013

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 ATTACHMENT A Fringes

BRICKLAYER

AREA 1.....	\$ 36.48	19.59
AREA 2.....	\$ 39.96	23.79

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 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 22.58	10.04
Area 2.....	\$ 22.58	12.50
Area 3.....	\$ 22.76	12.37
Area 4.....	\$ 22.26	11.85
Tile Layer		
Area 1.....	\$ 38.13	11.98
Area 2.....	\$ 36.43	13.74
Area 3.....	\$ 40.59	13.79
Area 4.....	\$ 37.46	13.74

- 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 08/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 39.30	22.48

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 39.60	30.73

Diver standby.....	\$ 44.56	ATTACHMENT A	30.73
Diver Tender.....	\$ 43.56		30.73
Diver wet.....	\$ 89.12		30.73
Manifold Operator (mixed gas).....	\$ 48.56		30.73
Manifold Operator (Standby).....	\$ 43.56		30.73

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 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

CARP0035-001 08/01/2014

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.....	\$ 40.35	27.97
Area 3.....	\$ 34.97	27.97
Area 4.....	\$ 33.62	27.97

Drywall Stocker/Scrapper

ATTACHMENT A

Area 1.....	\$ 20.18	16.30
Area 3.....	\$ 17.49	16.30
Area 4.....	\$ 16.81	16.30

CARP0035-009 07/01/2014

Marin County

Rates Fringes

CARPENTER

Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

CARP0035-010 07/01/2014

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.....	\$ 23.36	18.31
Installer II.....	\$ 19.93	18.31
Lead Installer.....	\$ 26.81	18.81
Master Installer.....	\$ 31.03	18.81
Area 2		
Installer I.....	\$ 20.71	18.31
Installer II.....	\$ 17.76	18.31
Lead Installer.....	\$ 23.68	18.81
Master Installer.....	\$ 27.31	18.81
Area 3		
Installer I.....	\$ 19.76	18.31
Installer II.....	\$ 16.99	18.31
Lead Installer.....	\$ 22.56	18.81
Master Installer.....	\$ 29.58	18.81

CARP0046-001 07/01/2014

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
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Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 34.62	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 36.97	29.12

ATTACHMENT A

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 07/01/2014

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

CARP0152-003 07/01/2014

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

CARP0180-001 07/01/2014

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw		

Operator, Steel Scaffold & Steel Shoring Erector, Saw		ATTACHMENT A
Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

CARP0751-001 07/01/2014

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

CARP1599-001 07/01/2014

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

ELEC0180-001 06/01/2015

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.97	3%+20.13
ELECTRICIAN.....	\$ 45.31	21.98

ELEC0180-003 06/01/2015

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 33.32	16.29
Technician.....	\$ 35.66	3%+15.30

SCOPE OF WORK INCLUDES-

ATTACHMENT A

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 12/08/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 27.85	13.80
Sound & Communications		
Technician.....	\$ 33.42	13.80

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 ATTACHMENT A

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 12/01/2013

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	18.54
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 11/01/2014

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.....	\$ 37.50	15.14

ATTACHMENT A

ELEC0551-004 06/01/2015

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.20	16.97

ELEC0551-005 12/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
Technician.....	\$ 36.80	16.41

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 01/01/2015

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.44	15.71

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 ATTACHMENT 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 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.39	28.38

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	ATTACHMENT A	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 REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

ATTACHMENT A

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

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	ATTACHMENT A	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		ATTACHMENT A
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; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing

mahcine (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

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

ATTACHMENT A

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

ATTACHMENT A

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

ATTACHMENT A

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

ATTACHMENT A

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

ATTACHMENT A

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 07/01/2015

	Rates	Fringes
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Ironworkers:

Fence Erector.....	\$ 27.08	20.21
Ornamental, Reinforcing and Structural.....	\$ 33.50	28.85

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

ATTACHMENT A

LABO0067-002 06/29/2015

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.....	\$ 20.06	9.62
LABORER (Lead Removal)		
Area A.....	\$ 29.02	20.82
Area B.....	\$ 28.02	20.82

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.

LABO0067-006 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	ATTACHMENT	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,
HORTICULTURAL & 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 buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 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: Gunitite 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)

LABO0185-002 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

LABO0185-005 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; Gunitite 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
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; Gunitite & 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	ATTACHMENT	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 nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.36	17.34

* LAB01414-005 08/05/2015

	Rates	Fringes
Plasterer tender.....	\$ 32.71	17.11

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-004 01/01/2015

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 36.45	21.48

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 01/01/2015

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.....	\$ 36.24	19.88

PAIN0016-007 01/01/2015

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:.....	\$ 30.85	16.85

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 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.20	18.73

PAIN0169-004 01/01/2015

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. 89 corridor south on
Grizzly Island Rd. to the Grizzly Island Management area)

ATTACHMENT A

	Rates	Fringes
GLAZIER.....	\$ 43.48	24.19

* PAIN0567-001 07/01/2014

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.....	\$ 23.16	10.38
Spray Painter & Paperhanger.	\$ 24.01	10.38

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 07/01/2015

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.....	\$ 26.26	11.78

PAIN0567-010 07/01/2015

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.....	\$ 28.08	12.13

(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 29.58	12.13
----------------------------------------------------------------------	----------	-------

ATTACHMENT A

PAIN0767-004 01/01/2015

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.....	\$ 33.79	22.49

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 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

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 01/01/2015

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.....	\$ 31.79	14.93

PLAS0300-003 07/01/2014

ATTACHMENT A

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 06/30/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 30.00	22.07
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PLUM0038-002 07/01/2014

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.....	\$ 54.40	40.71
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 64.00	43.29

PLUM0038-006 07/01/2014

MARIN & SONOMA COUNTIES

Rates Fringes

Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 54.40	32.15
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PLUM0228-001 01/01/2015

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

ATTACHMENT A

	Rates	Fringes
PLUMBER.....	\$ 37.50	26.39

PLUM0343-001 07/01/2015

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.60	19.40
All Other Work.....	\$ 49.15	31.30

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 07/01/2014

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.....	\$ 28.55	9.25

PLUM0442-003 01/01/2015

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.50	25.89

PLUM0447-001 07/01/2013		

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.....	\$ 41.77	22.35
Light Commercial Work.....	\$ 32.23	17.22

ROOF0081-006 08/01/2014		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 35.06	13.89

ROOF0081-007 08/01/2014		

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.....	\$ 33.23	13.79

SFCA0483-003 01/01/2015		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 56.02	27.77

SFCA0669-003 07/01/2013		

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.....	\$ 34.19	19.37

SHEE0104-006 07/01/2015		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates ATTACHMENT A
Fringes

Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 46.30	40.28
All other work.....	\$ 52.20	41.56

SHEE0104-009 07/01/2015

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.07	33.17

SHEE0104-010 07/01/2015

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.85	30.90

SHEE0104-011 01/01/2015

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).....	\$ 33.86	31.83

SHEE0104-014 01/01/2015

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.86	31.83

SHEE0104-019 07/01/2015

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 30.24	30.64
Mechanical Jobs over \$200,000.....	\$ 40.07	33.22

TEAM0094-001 07/01/2015

ATTACHMENT A

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 28.57	25.22
GROUP 2.....	\$ 28.87	25.22
GROUP 3.....	\$ 29.17	25.22
GROUP 4.....	\$ 29.52	25.22
GROUP 5.....	\$ 29.87	25.22

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); Lowbed 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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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:

ATTACHMENT A

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

Town of Paradise
Department of Public Works
FHWA Form 1273, Federal Aid Contract Provisions

**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

ATTACHMENT A

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

ATTACHMENT A

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 qualified 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

ATTACHMENT A

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

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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.

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(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.

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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:

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"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.

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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

ATTACHMENT A

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

**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.



TOWN OF PARADISE
Council Agenda Summary
Date: September 8, 2015

Agenda No. 7(d)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Paradise Police Department Emergency Siding Repairs

COUNCIL ACTION REQUESTED:

1. Adopt the attached Resolution No. _____, "A Resolution of the Town Council of the Town of Paradise Declaring an Emergency and Authorizing Repair or Replacement of the Paradise Police Department Building Exterior Siding Without Observance of Public Bidding Requirements"; and
2. Authorize the Town Manager to execute agreements for a contractor and/or materials for the subject project.

Background:

Paradise Police Department, located at 5595 Black Olive Drive has been needing repairs to the exterior siding for many years. Indigenous woodpeckers have progressively damaged and penetrated the siding causing potential for dry rot, leaks and further damage. In previous years, due to budget shortfalls, repairs and mitigation had been deferred.

In the 2015/2016 Operating Budget, the Measure C Committee recommended and Council approved an appropriation of \$21,000 for repairs to the Police Department exterior siding.

Analysis:

Following approval of fund allocation, the construction of the Police Department Siding Repairs was scheduled for Spring 2016. However, a recent inspection of the current conditions revealed the south and east exterior building walls may not last through another wet season, let alone a predicted heavy rainfall year.

Staff is recommending Council declare an emergency to rehabilitate the southern and western exterior portions of the Paradise Police Department. This declaration is critical to avoid a catastrophic loss or further exacerbation of the current conditions. Using this action, staff can forgo the formal competitive bidding process which can take an additional 30 days. Staff will informally request quotations from interested contractors to perform the work professionally and expediently.

Staff will continue to provide updates on the subject item until full remediation on the emergency is complete.

Financial Impact:

Staff has estimated the rehabilitation of the southern and western walls to be between \$8,000 and \$12,000. Funds for this work will be drawn from Measure C "Police Station Siding and Mold Abatement" Account 1010.25.4420.300.5303.

**TOWN OF PARADISE
RESOLUTION NO. 15-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
DECLARING AN EMERGENCY AND AUTHORIZING REPAIR OR
REPLACEMENT OF THE PARADISE POLICE DEPARTMENT BUILDING EXTERIOR
SIDING WITHOUT OBSERVANCE OF PUBLIC BIDDING REQUIREMENTS.**

WHEREAS, a recent inspection of the Paradise Police Department at 5595 Black Olive Drive revealed the building siding has degraded to a level previously unknown; and

WHEREAS, based on the staff report attached hereto, the damage to the siding must be repaired replaced, or mitigated immediately to prevent a catastrophic building loss; and,

WHEREAS, to protect the health and safety of the public and Town employees, the Town must take swift action to immediately repair the damage to the Police Department Building.

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

Section 1. The above statements are true and correct.

Section 2. The above facts constitute an emergency situation.

Section 3. Based upon California Public Contract Code sections 20168 and 22050 and the above facts, the Council finds that competitive solicitation for bids to repair the building would result in delaying the repairs to the building. Any delays further increase the likelihood of the emergency being exacerbated by seasonal rainfall. Such rainfall could cause a catastrophic building loss or more costly repairs.

Section 4. The Town Manager is authorized to execute contracts, make purchases with contractors and suppliers to repair the Paradise Police Department south and west exterior siding in accordance with the Town’s guidelines and to take whatever actions are necessary to implement this resolution.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 8th day of September, 2015, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

GREG BOLIN, Mayor

ATTEST:

APPROVED AS TO FORM:

JOANNA GUTIERREZ, Town Clerk

DWIGHT L. MOORE, Town Attorney



165





**TOWN OF PARADISE
Council Agenda Summary
Date: September 8, 2015**

Agenda No. 7(e)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Skyway Guardrail Emergency Repairs

COUNCIL ACTION REQUESTED:

1. Adopt the attached Resolution No. _____, "A Resolution of the Town Council of the Town of Paradise Declaring an Emergency and Authorizing Repair or Replacement of the Guardrail on Skyway Without Observance of Public Bidding Requirements"; and
2. Award Contract 15-15 Skyway Guardrail Repair to Santos Excavating in the amount of their bid of \$24,842.00 and authorize the Town Manager and Town Attorney to execute.

Background:

On August 15, 2015, a vehicle collided with a Town of Paradise guardrail located on the north side of Skyway, about 0.2 miles south of Pine Haven Drive. This collision resulted in substantial damage to the guardrail, see attached photographs in Exhibit A.

The purpose of the guardrail is to protect life, health and/or property in the event of a roadway departure collision. Following the collision on August 15, 2015, the damaged portion of the guard rail and end-treatment has been rendered unsalvageable and requires immediate replacement.

Analysis:

The subject guard rail replacement has been deemed an emergency to immediately repair and restore. This mitigation will ensure in the event of a second collision in the same location that damages and injuries are minimized to the extent practicable. In the interim, traffic cones and barricades have been placed to further warn motorists of the current hazard.

Staff has informally solicited quotations and recommends Council award Contract 15-15 to Santos Excavating, Inc. in the amount of their bid \$24,842.00, see attached quotation in Exhibit B. This contract includes the replacement of 60 feet of metal beam guard rail and traffic control. The construction cost accounts for the necessity to hand-dig all post foundations due to the underground fiber optic trunk serving the Town of Paradise.

Staff is requesting Council formally declare these repairs an emergency to forgo the full competitive bidding procedures. This declaration will allow repairs to be made in the most expedient manner to protect life, health and property for adjacent property owners and motorists. Santos Excavating is prepared to begin work following contract award.

Staff will continue to provide updates on the subject item until full remediation on the emergency is complete.

Financial Impact:

The Town of Paradise is coordinating coverage and reimbursement with the responsible party's insurance carrier. Undertaking these repairs cannot wait for the insurance process to conclude. It is expected the \$24,842 in repair costs will be reimbursed through an appropriate method while coordinating with the Town Attorney and the Town's insurance.

**TOWN OF PARADISE
RESOLUTION NO. 15-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
DECLARING AN EMERGENCY AND AUTHORIZING REPAIR OR
REPLACEMENT OF THE GUARDRAIL ON SKYWAY WITHOUT
OBSERVANCE OF PUBLIC BIDDING REQUIREMENTS**

WHEREAS, on August 15, 2015, a vehicle collided with a Town of Paradise guardrail located on the north side of Skyway, which resulted in substantial damage to the guardrail; and

WHEREAS, based on the staff report attached hereto, the damage to the guardrail must be repaired or replaced immediately to prevent vehicles from crashing and to provide a safe road for Paradise citizens; and,

WHEREAS, to protect the health and safety of the public, the Town must take swift action to immediately repair the damage to the guardrail on Skyway.

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

Section 1. The above statements are true and correct.

Section 2. The above facts constitute an emergency situation.

Section 3. Based upon California Public Contract Code sections 20168 and 22050 and the above facts, the Council finds that competitive solicitation for bids to repair the guardrail would result in delaying the repairs to the guardrail. In addition, the public interest and necessity demand the immediate expenditure of public money to safeguard life, health and property by hiring contractors to repair the damage to the guardrail without observance of the requirements of the Public Contract Code relating to public works contracts, bids and notices.

Section 4. The Town Manager is authorized to execute contracts with contractors to repair the guardrail located 0.2 miles south of Pine Haven Drive on Skyway in accordance with the Town's guidelines and to take whatever actions are necessary to implement this resolution.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 8th day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

GREG BOLIN, Mayor

ATTEST:

APPROVED AS TO FORM:

JOANNA GUTIERREZ, Town Clerk

DWIGHT L. MOORE, Town Attorney



08/26/2015



ATT. TOWN OF PARADISE

Re METAL BEAM GUARD RAIL REPAIR

Santos Excavating, Inc. proposes to furnish and install all labor, material and equipment necessary to complete the following work at the subject site:

Inclusions

- SEE ATACHED BID SCHEDULE
- DUE TO FIBER CABLE EXCAVATION FOR POST BY HAND OR VACUME
-
- Clean up for our work only

Exclusions

- ◆ Permits, fees or bond premiums
- ◆ Structural excavation or backfill
- ◆ De watering
- ◆ Storm water pollution control, temporary erosion control or water treatment
- ◆ Building or fence work re landscaping
- ◆ Tree protection
- ◆ Header boards, barricades or monuments
- ◆ Over excavation and re compaction of existing ground
- ◆ Handling / removal of spoils generated by others
- ◆ Handling or removal of hazardous materials

Conditions

This proposal is based on the following move-ins: ONE MOVE IN
No weekend work included except for our convenience.

Base Bid. \$ 24,842.00

Please call if you have any questions.

Sincerely,

George A. Santos
President

ACCEPTANCE _____

08/26/2015
08252015

13:29
TOWN OF PARADISE MBGR REPAIR

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	SINGLE LANE TRAFFIC CONTROL	U	1.000	LS	3,800.00	3,800.00
20	REPAIR MBGR WITH SKT CAL TRANS END SECTION	U	63.000	LF	334.00	21,042.00
Bid Total						\$24,842.00

Exhibit B



TOWN OF PARADISE
5555 Skyway
Paradise, CA 95969
(530) 872-6291

September 8, 2015

The Honorable Doug LaMalfa
U.S. House of Representatives
322 Cannon House Office Building
Washington, DC 20515

Dear Representative LaMalfa:

RE: Co-sponsor HR 2775 – The Remote Transactions Parity Act

On behalf of the Town of Paradise I am writing to request your support and co-sponsorship of HR 2775 – The Remote Transactions Parity Act. This bipartisan legislation would not impose a new tax but would enable state and local governments to compel retailers to collect and remit sales taxes on online sales, which are already owed to them under current law. The current tax structure for online sales creates vast disparities between brick and mortar businesses and online retailers. In California, the loss of revenue to support needed public services has been estimated by the National League of Cities to be over \$4 billion per year.

These are revenues that the Town of Paradise relies upon to support vital public safety and social programs. Revenues lost due to remote sales has forced many local governments to compensate by raising other taxes, business license and other fees. Collectively these increased local tax burdens disproportionately affect the economically disadvantaged.

Higher local tax rates also increase the competitive disadvantage for local retailers and undercut their ability to pay property tax, create local jobs and contribute to the community. Meanwhile without greater tax parity, the economic advantage now afforded to a favored class of retailers continues to grow.

For all of these reasons, we strongly urge you to co-sponsor HR 2775. Thank you for your consideration of this important request. I look forward to working with you to help pass this important legislation.

Sincerely,

Greg Bolin
Mayor



150-50-45

CITY: Town of Paradise

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. 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: John J. Rawlings

Title: Council Member

2. VOTING DELEGATE - ALTERNATE

Name: Jody Jones

Title: Vice Mayor

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).

[Redacted Signature]

Name: Joanna Gutierrez E-mail jgutierrez@townofparadise.com

Mayor or City Clerk Town Clerk Phone: 530-872-6291 ext. 102
(circle one) (signature)

Date: July 23, 2015

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: **Kayla Gibson**
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: **(916) 658-8240**
E-mail: kgibson@cacities.org
(916) 658-8247